

**NEW HANOVER TOWNSHIP AUTHORITY
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION NO. 22-2

**A RESOLUTION ESTABLISHING SANITARY SEWER SYSTEM
TAPPING FEES IN ACCORDANCE WITH ACT 57 OF 2003**

WHEREAS, the New Hanover Township Municipal Authority (the "Authority") owns and operates a municipal sanitary sewer system serving the Township of New Hanover, Montgomery County, Pennsylvania; and

WHEREAS, the Pennsylvania Municipality Authorities Act, 53 Pa.C.S.A. § 5601, *et seq.*, confers upon the Authority the power to charge property owners desiring to connect to the Authority's sanitary sewer system a tapping fee; and

WHEREAS, Act 57 of 2003 (P.L. 404) amended the Pennsylvania Municipality Authorities Act by revising, *inter alia*, the method of calculating and determining tapping fees and the various components of tapping fees; and

WHEREAS, after undertaking the appropriate and requisite study and consideration, the Authority has determined the need to revise and establish its tapping fees, consistent with the requirements of Act 57 of 2003.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the New Hanover Township Municipal Authority, Montgomery County, Pennsylvania, in public session duly assembled, as follows:

1. Effective November 17, 2022, any property owner desiring to connect to the Authority's sanitary sewer system shall pay to the Authority prior to connecting thereto a tapping fee per Equivalent Dwelling Unit ("EDU") of \$3,469 plus any applicable special purpose part, as authorized by 53 Pa.C.S. § 5607(d)(24), based on the following components:

Connection Fee	\$0
Customer Facilities Fee	\$0
Tapping Fee per EDU (as authorized by 53 Pa.C.S. § 5607(d)(24)(i)(C))	
(a) Capacity Part	\$2,718
(b) Collection Part	\$751
TOTAL	\$3,469
Special Purpose (Swamp Creek Pump Station)*	\$1,192
Special Purpose (Swamp Creek Interceptor)*	\$1,928

* NOTE: Special Purpose fees will be added when the connected property is being served by or is within the Swamp Creek Pump Station and/or Swamp Creek Interceptor Service Area.

2. The New Hanover Township Authority Tapping Fee Calculation Report, dated October 26, 2022, prepared by Cedarville Engineering Group, LLC, attached as Exhibit A hereto, including the exhibits and appended documentation, is incorporated and made a part of this Resolution, and is available for public inspection.
 - a. The EDU Schedule established by Resolution No. 03-05, attached hereto and identified as Exhibit B hereof, and incorporated herein, remains in full force and effect. The EDU Schedule established by Exhibit B may be revised by future resolution. Additionally, the minimum number of tapping fee charges for any connection is one; the minimum number of EDUs deemed to be allocated to any connection for the purposes of calculating the tapping fee due is one. Every private dwelling or living unit, such as a home or an apartment unit or separately leased premises shall be charged a tapping fee for one EDU, regardless of the number of occupants or the size, type, architectural configuration of the structure (detached, attached, stacked, or multi-family), or the legal type of residence (condominium unit, cooperative unit, or a home in a planned community).
 - b. Where two or more buildings are connected to the sewer system through a single service connection or where two or more uses are made of the same improved property (i.e., motel with a restaurant, retail store with a restaurant, home with a professional office, etc.), the tapping fee determination shall be computed as though such building and each type of use were separate improved properties or uses with separate sewer connections. Further, any separate area devoted to a home occupation use by anyone other than the resident(s) in the same structure shall be charged one tapping fee in addition to any separate dwelling unit in the same structure.
 - c. Where any building connected to the sewer system shall be converted, enlarged or remodeled or additional building shall be constructed on a property and

connected indirectly to the sewer system through an existing lateral, or connected directly through a new lateral so as to create or establish more extensive use or additional uses as classified in Exhibit B, an additional tapping fee, in accordance with the number of EDUs specified in Exhibit B for each such additional use, shall be payable for the property so improved.


- d. Where square footage is used to determine tapping fee EDU values, the gross floor area of the building shall be used.
 - e. The fees imposed hereunder with respect to property connected shall be in addition to any rental or other charges fixed, charged or imposed by the Authority by reason of the use, or the reservation of capacity or availability for use. of the sewer system by such property.
3. The tapping fees set forth in this Resolution and adopted hereby shall be effective as of November 17, 2022 and remain in effect until changed or modified as provided by law. No other rules, regulations or resolutions are modified hereby.
4. The provisions of this Resolution shall be severable and if any provision or provisions shall be held to be unconstitutional, invalid, or void, such unconstitutional, invalid or void provisions shall not affect the validity of any of the remaining provisions of this Resolution. It is hereby declared that the remaining provisions of this Resolution would have been adopted if such unconstitutional, invalid provision or provision(s) had not been included herein.

RESOLVED and **ENACTED** this 16th day of November 2022 by the New Hanover Township Authority Board, Montgomery County, Pennsylvania, in lawful session duly assembled.

NEW HANOVER TOWNSHIP AUTHORITY:

By: 
Thomas Miskiewicz, Chairman

ATTEST:



Daniel L. Guyon, Township Manager

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT E

EXHIBIT F



October 26, 2022

New Hanover Township Tapping Fee Calculation Report

Prepared For:

New Hanover Township Authority

2943 North Charlotte Street
Gilbertsville, PA 19525
New Hanover Township, Montgomery County



Prepared By:



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*Cedarville Engineering Group, LLC (CEG) is a **Federally Certified 8(a)/EDWOSB & DBE/WBE Company** specializing in civil engineering, environmental consulting, geospatial and construction services for federal, state, municipal, private and institutional clients. The CEG team of professionals ensure successful projects from concept to planning and design, through permitting and construction, to project acceptance, operations and maintenance. We deliver value through innovation.*

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PROJECT OVERVIEW

1.0	Introduction	1
2.0	Description of Authority	1
3.0	Tapping Fee Components.....	1
3.1	Connection Fee Component	1
3.2	Customer Facilities Component	2
3.3	Tapping Fee Component.....	2
4.0	Tapping Fee Summary.....	9

APPENDICES

- Appendix A – ENR Index
- Appendix B –2020 Census Quick Facts
- Appendix C – NPDES Permit

ITEMS

- 1 Bid Form & Agreement for Contract One – General Construction Wastewater Treatment Facility August 1999
- 2 Bid Form & Agreement for Contract Two – Mechanical Work Wastewater Treatment Facility August 1999
- 3 Bid Form & Agreement for Contract Three – Electrical Work Wastewater Treatment Facility August 1999
- 4 Bid Form & Agreement for Contract Four– Construction of Interceptor Wastewater Treatment Facility August 1999
- 7 Bid Form & Agreement for Contract One – General Construction Wastewater Treatment Expansion June 2006
- 8 Bid Form & Agreement for Contract Two – Mechanical Construction Wastewater Treatment Expansion June 2006
- 9 Bid Form & Agreement for Contract Three– Electrical Construction Wastewater Treatment Expansion June 2006
- 10 Blooming Glen Pay App 4 and Recommendation
- 11 Keystone Engineering Invoices for SCADA
- 17 Faust Extension Project Manual #1
- 18 Rosenbury Sewer Extension Letter
- 19 491 Kleman Road Executed Sanitary Sewer Line Reimbursement Agreement
- 20 1812 Big Road Executed Sanitary Sewer Line Reimbursement Agreement
- 21 Doli WBI Payment Information
- 22 2019 Swamp Pike Sewer Main Replacement Final Payment Application

1.0 Introduction

Since 1990, tapping fee and connection charges have been calculated using Act 203 of 1990, amending the Act of July 31, 1968 (P.L. 805, No. 247). A provision of that law required Municipalities to comply with requirements of Act 203 of 1990, if those Municipalities assess tapping or similar water and sewer fees. Act 57 was signed into law in December of 2003, requiring Municipalities tapping fees to be calculated in a consistent manner and within outline restrictions. The tapping fee is created to allow the Authority to recover specific capital costs.

Act 57 provides for the imposition of a tapping fee with three separate components:

- Connection Fee - The connection fee is a fee that is based on the actual cost of connection from the property line to the existing sewer main and could also be based on the average cost of previously installed connections.
- Customer Facilities Fee - The customer facilities fee is based on the actual cost of facilities from the property line to the building being served.
- Tapping Fee - The tapping fee covers all costs associated with the collection system, capacity, special purpose, and reimbursement.

This report summarizes the calculations and describes the methods used for the calculation of the New Hanover Township Authority's (Authority) tapping fee and connection charges in accordance with Act 57 of 2003.

2.0 Description of Authority

The Authority provides and maintains the sanitary sewer collection, conveyance, and treatment systems within New Hanover Township. The sewerage system of the Authority consists of a Wastewater Treatment Plant (WWTP) with a design capacity of 3.08 Million Gallons per Day (MGD), approximately 51 miles of gravity sewer main, 12,000 feet of force main, and 3,250 feet of low-pressure sewer main. These lengths are obtained from the NHTA GIS database as of June 2022.

3.0 Tapping Fee Components

The overall calculation of the three components of the Tapping Fees is shown throughout this Report and is in accordance with Act 57 of 2003. The Authority retains the right to charge these fees at a maximum to any property owner seeking to connect to the Authority's sewerage system.

3.1 Connection Fee Component

The Connection Fee exists to recover the cost of the facilities between the sewer main line and the property line, often known as the lateral. This fee may include the cost of materials, labor, inspection, equipment, engineering, administration, and legal services.

Per Act 57 legislation, the fee may be calculated using one of the following options:

- The actual costs of the installation,

- The average costs of similar installations, or
- The current trended value of the average cost.

The Authority may require the construction and subsequent dedication of the facilities to be paid by the property owner, rather than paying a specific connection fee. The construction and affiliated costs of the sewer facilities between the sewer main line and the property line are the responsibility of the owner of the property/improvement to such real property that is being connected. This is true if the line coincides with any public easement or right-of-way. The Connection Fee is **zero** as the property owner pays this cost directly to the contractor installing that portion of the lateral.

The Authority shall require an inspection to ensure facilities were installed in accordance with the specifications and regulations of the Authority and all relevant codes/ordinances. Inspection costs shall be passed onto the property owner.

3.2 Customer Facilities Component

The Customer Facilities Fee covers the cost of all facilities installed from the property line to the proposed building unit. This is commonly referred to as the house lateral. This fee may include the cost of materials, labor, inspection, equipment, engineering, administration, and legal services.

Per Act 57 legislation, the fee may be calculated using one of the following options:

- The actual costs of the installation,
- The average costs of similar installations, or
- The current trended value of the average cost.

The Authority may require the construction and subsequent dedication of the facilities to be paid by the property owner, rather than paying a specific connection fee. The construction and affiliated costs of the sewer facilities between the property line and the proposed building structure are the responsibility of the owner of the property/improvement to such real property that is being connected. The Customer Facilities Fee is **zero** as the property owner pays this cost directly to the contractor installing that portion of the lateral.

3.3 Tapping Fee Component

The Tapping Fee component is used for the Authority to recover any capital costs associated with the construction of the sewer system, as well as future additions and/or improvements if the facilities are used on a continual basis. It should be noted that any capital improvements that are funded by others and dedicated to the Authority, as well as grants, are considered capital contributions and are not included in the calculation of this fee.

Act 57 provides determination of the capital costs for a sewer system based on either:

- Original or historical costs of the system, including any capital improvement projects, plus interest paid to date on any indebtedness associated with the system, or
- Original costs trended to current dollars including any capital projects, subtracting any remaining principal debt associated with the system.

All property owners that connect to the Authority's sewer system are responsible for paying the tapping fee component, which is broken up into four parts.

- The Capacity Part covers construction related costs for the facilities that contribute to the system's capacity, like the wastewater treatment plant.
- The Collection Part covers costs pertaining to the facilities that provide system service, including collection lines, interceptors and pumping stations.
- The Special Purpose Part covers any extraneous fees that are not covered specifically by the capacity and collection parts. In the Authority's case, a special purpose connection fee is required for any properties whose connections will utilize Swamp Creek Pump Station or the Swamp Creek Interceptor.
- The Reimbursement Part is utilized by the Authority for several agreements with various developers for reimbursement in certain areas of the sewer system that are to be added to the overall tapping fee.

3.3.1 Capacity Calculation

The tapping fee calculation includes the original costs to construct the WWTP, Phase II of WWTP construction, and additional capital improvements. It should be noted that line item 10, Hydraulic Improvements Project replaced existing equipment. That existing equipment needs to be removed from the calculation and replaced with the current value of the upgrade. Quantifying of the equipment removed could not be achieved, therefore the capital expenditure is noted in the calculation but the amount is not added in the overall calculation so the expenditures of the equipment is not counted twice. These original costs were the trended to reflect current dollars (May 2022) using indices created and published by the Engineering News Record (ENR) for Philadelphia, the closest index to the Authority.

The total of all capital costs are divided by the capacity amount, resulting in tapping fee per gallon or per equivalent dwelling unit (EDU). The capacity is generally determined by the design capacity of the treatment facility, which is 3.08 MGD. This is multiplied by the number of gallons per EDU in the system. Act 57 dictates that the gallons per EDU is based on 90 gallons per capita per day multiplied by the average number of persons per household. The average number of persons per household in New Hanover Township is 2.88, according to the United States Census Bureau. This results in 259.2 gallons per EDU.

These trended costs come out to be approximately \$32 million. Remaining debt and grants were subtracted, and no grants were received for this work. The resulting Capacity Fee per EDU is **\$2,718** as shown.

CAPACITY PART CALCULATION											
Item No.	Item Description	Unit	Quantity	Original Project Cost	Grants / Capital Contribution	Updated Original Project Cost	Year of Contract	Original ENR Index No.	May 2022 ENR Index No.	Remaining Debt	Trended Cost
	Original WWTP										
1.0	Contract One (General)	LS	1	\$ 5,593,000	\$ -	\$ 5,593,000	1999	7,487	15,135	\$ 154,000	\$ 11,152,272
2.0	Contract Two (Mechanical)	LS	1	\$ 372,000	\$ -	\$ 372,000	1999	7,487	15,135	\$ -	\$ 751,999
3.0	Contract Three (Electrical)	LS	1	\$ 924,777	\$ -	\$ 924,777	1999	7,487	15,135	\$ -	\$ 1,869,440
4.0	Contract Four (Inlet & Outfall)	LS	1	\$ 377,960	\$ -	\$ 377,960	1999	7,487	15,135	\$ -	\$ 764,048
5.0	Engineering	LS	1	\$ 2,620,285	\$ -	\$ 2,620,285	1999	7,487	15,135	\$ -	\$ 5,296,916
6.0	Plant Site / ROW	LS	1	\$ 338,240	\$ -	\$ 338,240	1999	7,487	15,135	\$ -	\$ 683,753
	Subtotal			\$ 10,226,262	\$ -	\$ 10,226,262				\$ 154,000	\$ 20,364,429
	WWTP Phase II										
7.0	Contract One (General)	LS	1	\$ 8,633,000	\$ -	\$ 8,633,000	2006	9,603	15,135	\$ -	\$ 13,606,212
8.0	Contract Two (Mechanical)	LS	1	\$ 1,069,000	\$ -	\$ 1,069,000	2006	9,603	15,135	\$ -	\$ 1,684,819
9.0	Contract Three (Electrical)	LS	1	\$ 147,600	\$ -	\$ 147,600	2006	9,603	15,135	\$ -	\$ 232,628
	Subtotal			\$ 9,849,600	\$ -	\$ 9,849,600				\$ 3,628,000	\$ 11,895,659
	Additional Capital Improvements										
10.0	Hydraulic Improvement Project	LS	1	\$ 338,547	\$ -	\$ 338,547	2019	13,353	15,135	\$ -	\$ -
11.0	SCADA Installation	LS	1	\$ 47,324	\$ -	\$ 47,324	2021	14,940	15,135	\$ -	\$ 47,942
	Subtotal			\$ 385,871	\$ -	\$ 47,324				\$ -	\$ 47,942
	Total Capacity Cost			\$ 20,461,733	\$ -	\$ 20,123,186				\$ -	\$ 32,308,030
	Gallons Per Capita (Act 57)					90 gallons					
	Average Household Size (2020 Census Quick Facts)					2.88 Capita					
	Gallons Per EDU (Gallons per Capita/Average Household Size)					259.2 gallons/EDU					
	Total Capacity (Permit PA0057819)					3,080,000 gallons					
	Total Capacity EDU's (Total Capacity/ Gallons per EDU)					11,883 EDUs					
	Total Capacity Cost					\$ 32,308,030 dollars					
	Capacity Cost Per EDU (Total Capacity Cost/Total Capacity EDUs, rounded down)					\$ 2,718.00 dollars					
	Item No. NOTES & REFERENCES										
	1.0 Bid Form & Agreement General Construction 1999										
	2.0 Bid Form & Agreement Mechanical Work 1999										
	3.0 Bid Form & Agreement Electrical Work 1999										
	4.0 Bid Form & Agreement Construction of Interceptor 1999										
	5.0 Engineering Costs were taken from original tapping fee calculation prepared by Entech Engineering in February of 2017										
	6.0 Plant Site/ROW were taken from original tapping fee calculation prepared by Entech Engineering in February of 2017										
	7.0 Bid Form & Agreement General Construction 2006										
	8.0 Bid Form & Agreement Mechanical Work 2006										
	9.0 Bid Form & Agreement Electrical Work 2006										
	Final Pay Application from Blooming Glen Contractors, Inc. "Hydraulic Improvement Project" refers to improvements on the existing plant. That existing equipment needs to be removed from the calculation and replaced with the current value of the upgrade. Quantifying of the equipment removed could not be achieved, therefore the capital expenditure is noted in the calculation but the amount is not added in the overall calculation so the expenditures of the equipment is not counted twice.										
	10.0 amount is not added in the overall calculation so the expenditures of the equipment is not counted twice.										
	11.0 Invoice Tabulation from Keystone Engineering Group										

3.3.2 Collection Calculation

The total project cost at time of completion (1980) for the collection includes construction costs, engineering fees, right-of-ways, and legal fees. Grant money was obtained for these improvements and therefore the cost was trended based on the updated original cost after subtracting the grants and capital contribution.

Additional sewer lines have been added to the sanitary sewer system as more homes are developed and connected to the system. This includes gravity mains, low pressure sewer system extensions, and the West Branch Interceptor, totaling \$2,900,088 with no capital contributions. This cost was trended out to today's dollars for additional improvements.

The capacity of the replacement portion of the collection system is determined to be 11,883 EDUs, which results in the collection portion of the tapping fee charge of **\$751** as shown.

COLLECTION PART CALCULATION											
Item No.	Item Description	Unit	Quantity	Original Project Cost	Grants / Capital Contribution	Updated Original Project Cost	Year of Contract	Original ENR Index No.	May 2022 ENR Index No.	Remaining Debt	Trended Cost
Sanitary Sewers											
12.0	Contract 79-1A	LS	1	\$ 737,357	\$ 498,269	\$ 239,088	1980	3,233	15,135	\$ -	\$ 1,119,269
13.0	Contract 79	LS	1	\$ 2,146,809	\$ 1,450,706	\$ 696,103	1980	3,233	15,135	\$ -	\$ 3,258,744
14.0	Engineering	LS	1	\$ 404,967	\$ 265,456	\$ 139,511	1980	3,233	15,135	\$ -	\$ 653,108
15.0	Plant Site/ROW	LS	1	\$ 77,000	\$ -	\$ 77,000	1980	3,233	15,135	\$ -	\$ 360,469
16.0	Financial/Legal/Administration	LS	1	\$ 58,703	\$ 15,589	\$ 43,114	1980	3,233	15,135	\$ -	\$ 201,834
Subtotal				\$ 3,424,836	\$ 2,230,020	\$ 1,194,816				\$ -	\$ 5,593,424
Additional Capital Improvements											
17.0	Faust Road	LS	1	\$ 474,640	\$ -	\$ 474,640	2004	8,728	15,135	\$ -	\$ 823,061.00
18.0	Roseberry Road	LS	1	\$ 70,698	\$ -	\$ 70,698	2006	9,603	15,135	\$ -	\$ 111,425.00
19.0	Kleman Road LPSS Extension	LS	1	\$ 37,908	\$ -	\$ 37,908	2021	14,940	15,135	\$ -	\$ 38,403
20.0	Big Road	LS	1	\$ 33,627	\$ -	\$ 33,627	2021	14,940	15,135	\$ -	\$ 34,066
21.0	West Branch Interceptor	LS	1	\$ 2,062,691	\$ -	\$ 2,062,691	2021	14,940	15,135	\$ -	\$ 2,089,614
22.0	Swamp Pike	LS	1	\$ 220,524	\$ -	\$ 220,524	2020	13,927	15,135	\$ -	\$ 239,652
Subtotal				\$ 2,900,088	\$ -	\$ 2,900,088				\$ -	\$ 3,336,220
Total Collection Cost				\$ 6,324,924	\$ 2,230,020	\$ 4,094,904				\$ -	\$ 8,929,644
Gallons Per Capita (Act 57)											
Average Household Size (2020 Census Quick Facts)											
Gallons Per EDU (Gallons Per Capita/Average Household Size)											
Total Collection (Permit PA0057819)											
Total Collection EDU's (Total Collection/Gallons Per EDU)											
Total Collection Cost											
Collection Cost Per EDU (Total Collection Cost/Total Collection EDUs, rounded down)											
Item No. NOTES & REFERENCES											
2.0 to 16.0 Collection System was constructed and placed into service in 1980, costs were taken from original tapping fee calculation prepared by Entech Engineering in February of 2017											
17.0 Bid Form Faust Extension 2004											
18.0 Notice of Intent to Award 2006											
19.0 Sanitary Reimbursement Agreement for 491 Kleman Road 2021											
20.0 Sanitary Reimbursement Agreement for 1812 Big Road 2021											
21.0 Dofl Payment Information Correspondence 2021											
22.0 Final Payment Application 2020											

3.3.3 Special Purpose and Reimbursement Calculation

Act 57 also references two other pieces of the tapping fee component, which are the Special Purpose Part and the Reimbursement Part.

The Special Purpose Part only applies to a certain group of customers within the Authority sewerage system. This part is designed to recover costs to the Authority for facilities that serve a specific purpose or area, often with a pump station. In the Authority's case, the two Special Purpose charges are for connections that utilize the Swamp Creek Pump Station and the Swamp Creek Interceptor. The same methodology used for calculating the capacity and collection parts is also used for this calculation. Currently, the Authority requires a special purpose fee for the Swamp Creek Pump Station and Swamp Creek Interceptor.

SPECIAL REIMBURSEMENT PART CALCULATION

Item No.	Item Description	Unit	Quantity	Original Project Cost	Grants / Capital Contribution	Updated Original Project Cost	Year of Contract	Original ENR Index No.	May 2022 ENR Index No.	Remaining Debt	Trended Cost
Swamp Creek Pump Station											
23.0	Swamp Creek Pump Station	LS	1	\$ 1,265,625	\$ -	\$ 1,265,625	2006	9,603	15,135	\$ -	\$ 1,994,713.57
24.0	Harmonics Installation	LS	1	\$ 38,778	\$ -	\$ 38,778	2021	14,940	15,135	\$ -	\$ 39,284.14
25.0	Minister Creek Interceptor	LS	1	\$ 750,000	\$ -	\$ 750,000	2006	9,603	15,135	\$ -	\$ 1,182,052.48
	Subtotal			\$ 2,054,403	\$ -	\$ 2,054,403				\$ -	\$ 3,216,050.19
Swamp Creek Interceptor											
26.0	Swamp Creek Interceptor	LS	1	\$ 1,687,500	\$ -	\$ 1,687,500	2006	9,603	15,135	\$ -	\$ 2,659,618.09
	Subtotal			\$ 1,687,500	\$ -	\$ 1,687,500				\$ -	\$ 2,659,618.09
Capacity Fee Swamp Creek Pump Station											
	Capacity Fee Swamp Creek Pump Station					\$ -					
	Gallons Per Capita (Act 57)					90 gallons					
	Average Household Size (2020 Census Quick Facts)					2.88 Capita					
	Gallons Per EDU (Gallons Per Capita/Average Household Size)					259 gallons/EDU					
	Total Capacity (Permit PA0057819)					698,775 gallons					
	Total Capacity EDU's					2,696 EDUs					
	Total Capacity Cost					\$ 3,216,050 dollars					
	Capacity Cost Per EDU (rounded down)					\$ 1,192.00 dollars					
Capacity Fee Swamp Creek Interceptor											
	Gallons Per Capita (Act 57)					90 gallons					
	Average Household Size (2020 Census Quick Facts)					2.88 Capita					
	Gallons Per EDU (Gallons Per Capita/Average Household Size)					259 gallons/EDU					
	Total Capacity (Permit PA0057819)					357,500 gallons					
	Total Capacity EDU's					1,379 EDUs					
	Total Capacity Cost					\$ 2,659,618 dollars					
	Capacity Cost Per EDU (rounded down)					\$ 1,928.00 dollars					

Item No. NOTES & REFERENCES

23.0-26.0 Costs were taken from original tapping fee calculation prepared by Entech Engineering in February of 2017.

3.3.4 Acorn Hills Pumping Station

The Acorn Hills pump station currently serves 31 EDUS located along Samantha Way in the Acorn Hills Development (also referred to as Bella Vista). The Authority considers this area to be fully built out, such that no EDUs will be connected to the station in the future. As a result of this station being capped at 31 EDUs, there is no need to calculate a tapping fee as no lines will be tapping into the line.

4.0 Tapping Fee Summary

The computed tapping fees are summarized as follows:

Fee Type	Fee
Connection Fee*	\$0
Customer Facilities Fee*	\$0
Tapping Fee	
Capacity Part	\$2,718.00
Collection Part	\$ 751.00
Total Tapping Fee	\$3,469.00
Special Purpose Fee: Swamp Creek Pump Station	\$1,192.00
Special Purpose Fee: Swamp Creek Interceptor	\$1,928.00

* Costs paid directly by property owner.



APPENDIX A

ENR Index



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City Cost Index - Philadelphia - As of May 2022

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29



The building and construction cost indexes for ENR's individual cities use the same components and weighting as those for the 20-city national indexes. The city indexes use local prices for portland cement and 2 X 4 lumber and the national average price for structural steel. The city's BCI uses local union wages, plus fringes, for carpenters, bricklayers and iron workers. The city's CCI uses the same union wages for laborers.

To find more recent cost index data, go to this webpage (link below) and click on the link for the year you need, and then navigate to the week you need. Keep in mind that the city cost index figures are always published in the second weekly issue of the month.

http://www.enr.com/economics/current_costs

Go back to [view all City Indexes](#).

ENR COST INDEXES IN PHILADELPHIA (1978-2022)

YEAR	MONTH	BCI	%CHG	CCI	%CHG
2022	May	8539.49	+9.1	15135.74	+8.2
2022	April	8494.46	+8.7	15090.69	+8.0
2022	March	8452.21	+8.5	15048.44	+7.9
2022	February	8442.96	+8.8	15039.19	+8.0
2022	January	8353.08	+7.6	15013.06	+7.8
2021	December	8280.08	+7.2	14940.06	+7.3
2021	November	8236.88	+9.0	14896.84	+8.3
2021	October	8243.67	+9.5%	14903.63	+8.5%

YEAR	MONTH	BCI	%CHG	CCI	%CHG
2021	September	8203.99	+9.3	14863.98	+8.4
2021	August	8169.99	+9.0	14829.98	+8.2
2021	July	7936.71	+5.7	14096.70	+2.8
2021	June	7904.71	+5.3	14064.70	+2.6
2021	May	7829.39	+4.7	13989.37	+4.4
2021	April	7811.75	+4.5	13971.72	+4.3
2021	March	7791.50	+4.3	13951.47	+4.2
2021	Feb	7761.41	+4.1	13921.37	+4.1
2021	Jan	7764.67	+4.2	13924.63	+4.1
2020	Dec	7721.79	+3.9	13927.32	+4.3
2020	Nov	7554.46	5.1%	13759.99	3.1%
2020	Oct	7526.75	+4.7	13732.27	+2.9
2020	Sept	7504.00	+4.7	13709.53	+2.8
2020	Aug	7498.50	+4.6	13704.03	+2.7
2020	July	7509.61	+5.0	13715.13	+2.9
2020	June	7508.07	+4.6	13713.59	+2.7
2020	May	7477.89	+4.3	13398.83	+0.4
2020	April	7473.65	+4.4	13394.58	+0.5
2020	March	7467.65	+4.5	13388.58	+0.5
2020	Feb	7457.73	+4.0	13378.64	+0.3
2020	Jan	7450.63	+4.1	13371.54	+0.3
2019	Dec	7432.90	+3.9	13353.80	+0.2
2019	Nov	7190.27	+0.6	13344.61	+0.2
2019	Oct	7189.36	+0.5	13344.69	+0.1
2019	Sept	7168.42	+1.7	13340.84	+2.2

YEAR	MONTH	BCI	%CHG	CCI	%CHG
2019	Aug	7167.84	+1.8	13340.25	+2.3
2019	July	7151.42	+1.8	13323.82	+2.3
2019	June	7175.65	+2.2	13348.05	+2.5
2019	May	7168.00	+2.4	13340.41	+2.6
2019	April	7156.75	+2.5	13329.16	+2.7
2019	Mar	7147.10	+2.4	13319.51	+2.6
2019	Feb	7172.60	+2.8	13345.01	+2.8
2019	Jan	7156.10	+2.6	13328.51	+2.7
2018	Dec	7151.75	+2.5	13324.15	+2.7
2018	Nov	7150.02	+2.6	13322.43	+2.7
2018	Oct	7153.02	+3.9	13325.43	+2.7
2018	Sept	7048.34	+2.5	13050.43	+0.7
2018	Aug	7043.81	+2.4	13045.91	+0.6
2018	July	7027.31	+2.4	13029.40	+0.6
2018	June	7019.31	+3.5	13021.40	+3.4
2018	May	6999.77	+3.2	13001.86	+3.2
2018	Apr	6980.27	+2.9	12982.36	+3.1
2018	Mar	6982.04	+4.1	12984.13	+3.5
2018	Feb	6977.30	+3.6	12979.40	+3.4
2018	Jan	6977.30	+3.5	12979.40	+3.4
2017	Dec	6974.37	+3.6	12976.46	+3.4
2017	Nov	6971.67	+4.6	12973.75	+3.4
2017	Oct	6886.23	+3.7	12973.75	+3.6
2017	Sept	6874.03	+3.9	12961.56	+3.5
2017	Aug	6876.03	+4.2	12963.56	+6.2

YEAR	MONTH	BCI	%CHG	CCI	%CHG
2017	Jul	6863.39	+4.0	12950.91	+6.1
2017	Jun	6782.94	+3.1	12596.66	+3.4
2017	May	6785.59	+3.1	12599.30	+3.4
2017	Apr	6782.59	+3.0	12596.30	+3.3
2017	Mar	6705.70	+1.8	12547.00	+2.9
2017	Feb	6705.70	+1.7	12547.43	+2.9
2017	Jan	6744.36	+2.5	12558.08	+3.1
2016	Dec	6735.11	+2.2	12548.83	+3.0
2016	Nov	6666.69	+1.8	12550.58	+3.0
2016	Oct	6643.49	+1.4	12527.38	+6.4
2016	Sep	6618.71	+1.0	12525.38	+6.4
2016	Aug	6600.35	+0.80	12205.50	+3.70
2016	Jul	6597.19	+0.70	12202.33	+3.70
2016	Jun	6577.14	+0.40	12182.27	+3.50
2016	May	6579.14	+1.10	12184.27	+3.50
2016	Apr	6585.78	+1.20	12194.58	+3.60
2016	Mar	6584.53	+1.60	12193.33	+3.90
2016	Feb	6590.81	+1.70	12199.61	+3.90
2016	Jan	6579.81	+1.50	12178.61	+3.70
2015	Dec	6588.31	+2.00	12187.12	+4.00
2015	Nov	6553.10	+1.40	12187.12	+4.00
2015	Oct	6546.02	+1.50	12180.04	+4.00
2015	Sep	6552.52	+2.30	11770.54	+0.70
2015	Aug	6548.77	+2.30	11766.79	+0.70
2015	Jul	6552.21	0.00	11770.23	0.00

YEAR	MONTH	BCI	%CHG	CCI	%CHG
2015	Jun	6552.21	+0.65	11770.23	+0.02
2015	May	6509.70	0.00	11767.61	0.00
2015	Apr	6502.95	+2.6	11760.86	+1.2
2015	Mar	6478.80	+2.3	11736.71	+1.1
2015	Feb	6480.8	2.6	11738.71	1.2
2015	Jan	6482.3	2.6	11740.21	1.2
2014	Dec	6465.28	2	11715.19	0.9
2014	Nov	6461.28	1.9	11719.19	0.8
2014	Oct	6449.28	1.9	11707.19	0.8
2014	Sep	6402.93	0.8	11687.27	0.4
2014	Aug	6402.18	0.9	11686.52	0.4
2014	Jul	6420.91	1.2	11705.26	0.5
2014	Jun	6395.56	1.0	11707.26	0.6
2014	May	6384.04	1.4	11695.74	0.6
2014	Apr	6337.91	1.0	11616.74	0.1
2014	Mar	6334.91	1.0	11613.74	0.1
2014	Feb	6317.75	0.8	11596.58	0.0
2014	Jan	6319.50	1.0	11598.33	0.1
2013	Dec	6329.83	1.3	11608.66	0.2
2013	Nov	6332.08	1.4	11610.91	0.3
2013	Oct	6329.82	1.4	11618.91	0.4
2013	Sep	6349.53	1.8	11638.62	0.5
2013	Aug	6348.28	1.6	11637.37	0.4
2013	Jul	6344.97	1.5	11650.92	0.5
2013	Jun	6332.08	1.8	11638.03	1.9

YEAR	MONTH	BCI	%CHG	CCI	%CHG
2013	May	6296.92	1.2	11632.28	1.8
2013	Apr	6275.64	1.1	11611.00	1.8
2013	Mar	6270.39	1.0	11605.75	1.8
2013	Feb	6265.30	1.1	11600.66	1.8
2013	Jan	6257.05	0.8	11592.41	1.6
2012	Dec	6251.30	1.1	11586.66	2.0
2012	Nov	6242.38	0.6	11577.74	1.8
2012	Oct	6243.38	0.7	11578.74	1.8
2012	Sep	6240.19	1.2	11583.75	1.9
2012	Aug	6246.74	1.4	11590.30	2.0
2012	Jul	6251.33	1.8	11594.89	2.2
2012	Jun	6222.28	1.6	11421.89	0.8
2012	May	6222.78	1.7	11422.39	0.9
2012	May	6222.78	1.7	11422.39	0.9
2012	Apr	6208.03	1.4	11407.64	0.8
2012	Mar	6206.28	1.5	11405.89	1.1
2012	Feb	6196.53	1.4	11396.14	1.1
2012	Feb	6196.53	1.4	11396.14	1.1
2012	Jan	6205.92	2.1	11405.53	1.4
2011	Dec	6185.59	1.7	11357.53	1.0
2011	Nov	6205.77	1.9	11377.70	1.1
2011	Oct	6201.90	2.1	11372.70	1.2
2011	Sep	6166.00	2.2	11366.20	1.2
2011	Aug	6158.77	2.5	11358.97	1.2
2011	Jul	6141.23	2.2	11341.43	1.0

YEAR	MONTH	BCI	%CHG	CCI	%CHG
2011	Jun	6126.62	3.2	11326.82	4.7
2011	May	6120.87	3.4	11321.07	4.8
2011	Apr	6119.87	3.6	11320.07	4.9
2011	Mar	6114.93	3.6	11280.13	4.6
2011	Feb	6111.93	3.6	11277.13	4.6
2011	Jan	6080.18	3.1	11245.38	4.3
2010	Dec	6084.18	3.1	11249.38	4.4
2010	Nov	6087.43	5.5	11252.63	6.9
2010	Oct	6075.57	5.2	11240.77	6.8
2010	Sep	6031.79	4.6	11230.27	6.8
2010	Aug	6011.51	4	11225.27	6.6
2010	Jul	6011.01	4	11224.77	6.6
2010	Jun	5937.48	2.5	10817.95	2.6
2010	May	5920.73	2	10801.2	2.3
2010	Apr	5908.98	2.1	10789.45	2.1
2010	Mar	5904.95	2	10785.42	2
2010	Feb	5898.95	1.9	10779.42	2
2010	Jan	5897.2	1.6	10777.67	1.8
2009	Dec	5898.95	1.5	10779.42	1.7
2009	Nov	5772.2	-1.7	10526.67	-1.2
2009	Oct	5773.29	-2	10527.75	-1.3
2009	Sep	5765.44	-1.8	10519.91	-1.5
2009	Aug	5778.79	3.4	10533.25	5.4
2009	Jul	5779.31	3.6	10533.78	5.5
2009	Jun	5791.08	5.1	10545.55	6.4

YEAR	MONTH	BCI	%CHG	CCI	%CHG
2009	May	5806.48	6.2	10560.94	7
2009	Apr	5787.77	6.2	10568.68	7.3
2009	Mar	5789.52	6.3	10570.43	7.3
2009	Feb	5788	6.6	10568.91	7.5
2009	Jan	5802.25	6.9	10583.16	7.6
2008	Dec	5814.5	7.1	10595.41	7.8
2008	Nov	5869.42	8.2	10650.32	8.3
2008	Oct	5888.17	9.9	10669.07	9.3
2008	Sep	5869.48	8	10675.45	8.5
2008	Aug	5587.97	4.2	9991.7	3.7
2008	Jul	5579.59	5.1	9983.32	3.6
2008	Jun	5509.84	3.8	9913.57	3
2008	May	5469.83	3.1	9873.56	2.6
2008	Apr	5450.58	4.5	9854.31	2.6
2008	Mar	5445.58	4.4	9849.31	2.6
2008	Feb	5429.58	4.2	9833.31	2.5
2008	Jan	5429.58	4.2	9833.31	2.5
2007	Dec	5429.1	4	9832.84	2.4
2007	Nov	5426.6	3.8	9830.34	2.3
2007	Oct	5356.61	3	9760.35	1.8
2007	Sep	5434.53	7.6	9838.27	6.5
2007	Aug	5312.95	5.4	9636.33	4.4
2007	Jul	5310.95	5.3	9634.33	4.4
2007	Jun	5306.1	5.6	9629.48	4.5
2007	May	5305.1	5.7	9628.48	4.6

YEAR	MONTH	BCI	%CHG	CCI	%CHG
2007	Apr	5217.82	3.9	9601.63	4.3
2007	Mar	5215.07	3.9	9598.88	4.3
2007	Feb	5212.57	3.8	9596.38	4.2
2007	Jan	5213.07	3.7	9596.88	4.2
2006	Dec	5219.57	4	9603.38	4.3
2006	Nov	5227.82	4.7	9611.63	4.7
2006	Oct	5203.29	6.3	9587.1	10.5
2006	Sep	5052.22	3.7	9239.6	6.8
2006	Aug	5049.97	3.8	9237.35	6.8
2006	Jul	5042.97	3.4	9230.35	6.6
2006	Jun	5026.47	2.3	9213.85	6
2006	May	5018.72	2.4	9206.1	6
2006	Apr	5020.47	4.6	9207.85	6.1
2006	Mar	5017.47	5.2	9204.85	6.4
2006	Feb	5023.47	6.5	9210.85	7.1
2006	Jan	5025.47	6.5	9212.85	7.2
2005	Dec	5019.47	3.6	9206.85	5.5
2005	Nov	4992.22	5.2	9179.6	5.2
2005	Oct	4897.04	3.5	8675.1	-0.4
2005	Sep	4873.79	0.2	8651.85	-2.2
2005	Aug	4867.54	0.5	8645.6	-2.1
2005	Jul	4879.54	0.9	8657.6	-1.8
2005	Jun	4913.89	1.7	8691.95	-1.4
2005	May	4903.64	2.9	8681.7	0.3
2005	Apr	4801.07	1.3	8681.7	0.6

YEAR	MONTH	BCI	%CHG	CCI	%CHG
2005	Mar	4769.82	1.5	8650.45	0.7
2005	Feb	4716.33	1.3	8596.96	0.6
2005	Jan	4716.83	1.9	8597.46	0.9
2004	Dec	4847.39	5.5	8728.02	3.9
2003	Dec	4596.2	1.4	8403.02	2.2
2002	Dec	4532.14	4.2	8226.27	3.3
2001	Dec	4348.07	2.6	7960.76	4.7
2000	Dec	4236.77	2	7600.26	1.5
1999	Dec	4155.14	2.3	7487.01	2.6
1998	Dec	4062.29	2.2	7297.87	3.4
1997	Dec	3974.05	9.2	7057.36	6.9
1996	Dec	3640.49	2.2	6599.25	2.6
1995	Dec	3563.18	2.4	6431	3.3
1994	Dec	3480.78	3	6224.86	3.4
1993	Dec	3377.98	7.9	6022.23	6
1992	Dec	3130.58	-1.2	5682.35	1.2
1991	Dec	3169.81	4.2	5616.96	3.4
1990	Dec	3040.85	2.4	5431.26	2.5
1989	Dec	2970.4	3.1	5299.78	4.7
1988	Dec	2880.56	3.4	5064.2	3.7
1987	Dec	2784.88	4.1	4883.56	4.4
1986	Dec	2676.08	4	4678.78	2.8
1985	Dec	2572.09	3.2	4549.62	2.5
1984	Dec	2492.34	2.1	4437.81	6.3
1983	Dec	2439.99	7.6	4175.74	8.2

YEAR	MONTH	BCI	%CHG	CCI	%CHG
1982	Dec	2266.96	6.1	3858.5	7.1
1981	Dec	2136.57	8.8	3603.48	11.4
1980	Dec	1963.2	-0.6	3233.59	1.6
1979	Dec	1974.88	16.5	3183.93	12.1
1978	Dec	1694.95	5.4	2839.24	5.7

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APPENDIX B

2020 Census Quick Facts



Cedarville Engineering Group, LLC

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CedarvilleEng.com





QuickFacts

New Hanover township, Montgomery County, Pennsylvania

QuickFacts provides statistics for all states and counties, and for cities and towns with a **population of 5,000 or more**.

Table

All Topics	New Hanover township, Montgomery County, Pennsylvania
Households, 2016-2020	4,526
PEOPLE	
Population	
Population Estimates, July 1 2021, (V2021)	▲ 13,376
Population estimates base, April 1, 2020, (V2021)	▲ 12,999
Population, percent change - April 1, 2020 (estimates base) to July 1, 2021, (V2021)	▲ 2.9%
Population, Census, April 1, 2020	12,973
Population, Census, April 1, 2010	10,939
Age and Sex	
Persons under 5 years, percent	▲ 8.6%
Persons under 18 years, percent	▲ 26.4%
Persons 65 years and over, percent	▲ 14.9%
Female persons, percent	▲ 48.1%
Race and Hispanic Origin	
White alone, percent	▲ 94.9%
Black or African American alone, percent (a)	▲ 1.9%
American Indian and Alaska Native alone, percent (a)	▲ 0.0%
Asian alone, percent (a)	▲ 1.4%
Native Hawaiian and Other Pacific Islander alone, percent (a)	▲ 0.0%
Two or More Races, percent	▲ 1.6%
Hispanic or Latino, percent (b)	▲ 5.2%
White alone, not Hispanic or Latino, percent	▲ 90.3%
Population Characteristics	
Veterans, 2016-2020	752
Foreign born persons, percent, 2016-2020	3.0%
Housing	
Housing units, July 1, 2021, (V2021)	X
Owner-occupied housing unit rate, 2016-2020	98.1%
Median value of owner-occupied housing units, 2016-2020	\$325,700
Median selected monthly owner costs -with a mortgage, 2016-2020	\$2,226
Median selected monthly owner costs -without a mortgage, 2016-2020	\$654
Median gross rent, 2016-2020	\$1,833
Building permits, 2021	X
Families & Living Arrangements	
Households, 2016-2020	4,526
Persons per household, 2016-2020	2.88
Living in same house 1 year ago, percent of persons age 1 year+, 2016-2020	96.7%
Language other than English spoken at home, percent of persons age 5 years+, 2016-2020	4.2%
Computer and Internet Use	
Households with a computer, percent, 2016-2020	94.4%
Households with a broadband Internet subscription, percent, 2016-2020	93.0%
Education	
High school graduate or higher, percent of persons age 25 years+, 2016-2020	95.3%
Bachelor's degree or higher, percent of persons age 25 years+, 2016-2020	45.0%
Health	
With a disability, under age 65 years, percent, 2016-2020	3.6%
Persons without health insurance, under age 65 years, percent	▲ 2.4%

Economy	
In civilian labor force, total, percent of population age 16 years+, 2016-2020	72.1%
In civilian labor force, female, percent of population age 16 years+, 2016-2020	67.4%
Total accommodation and food services sales, 2012 (\$1,000) (c)	3,012
Total health care and social assistance receipts/revenue, 2012 (\$1,000) (c)	10,302
Total manufacturers shipments, 2012 (\$1,000) (c)	D
Total retail sales, 2012 (\$1,000) (c)	40,701
Total retail sales per capita, 2012 (c)	\$3,478
Transportation	
Mean travel time to work (minutes), workers age 16 years+, 2016-2020	32.6
Income & Poverty	
Median household income (in 2020 dollars), 2016-2020	\$114,007
Per capita income in past 12 months (in 2020 dollars), 2016-2020	\$46,113
Persons in poverty, percent	△ 5.5%
 BUSINESSES	
Businesses	
Total employer establishments, 2020	X
Total employment, 2020	X
Total annual payroll, 2020 (\$1,000)	X
Total employment, percent change, 2019-2020	X
Total nonemployer establishments, 2018	X
All firms, 2012	800
Men-owned firms, 2012	485
Women-owned firms, 2012	230
Minority-owned firms, 2012	39
Nonminority-owned firms, 2012	750
Veteran-owned firms, 2012	36
Nonveteran-owned firms, 2012	752
 GEOGRAPHY	
Geography	
Population per square mile, 2010	504.5
Land area in square miles, 2010	21.68
FIPS Code	4209153664



APPENDIX C

NPDES Permit



Cedarville Engineering Group, LLC

Pottstown, Pennsylvania | Pensacola, Florida

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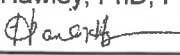
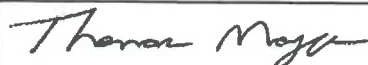
Application Type Renewal
 Facility Type Sewage
 Major / Minor Major

**NPDES PERMIT FACT SHEET
ADDENDUM**

Application No. PA0057819
 APS ID 1005295
 Authorization ID 1294703

Applicant and Facility Information			
Applicant Name	<u>New Hanover Township Authority Montgomery County</u>	Facility Name	<u>New Hanover Township STP & Sewer System</u>
Applicant Address	<u>2990 Fagleysville Road Gilbertsville, PA 19525-9747</u>	Facility Address	<u>2990 Fagleysville Road Gilbertsville, PA 19525-9747</u>
Applicant Contact	<u>Thomas Miskiewicz</u>	Facility Contact	<u>Gregory Rapp</u>
Applicant Phone	<u>(610) 754-6432</u>	Facility Phone	<u>(610) 323-1008</u>
Client ID	<u>227996</u>	Site ID	<u>446201</u>
SIC Code	<u>4952</u>	Municipality	<u>New Hanover Township</u>
SIC Description	<u>Trans. & Utilities - Sewerage Systems</u>	County	<u>Montgomery</u>
Date Published in PA Bulletin	<u>December 7, 2019</u>	EPA Waived?	<u>No</u>
Comment Period End Date	<u>January 6, 2020</u>	If No, Reason	<u>Major Facility</u>
Purpose of Application	<u>Application for a renewal of an NPDES permit for discharge of treated Sewage</u>		

Internal Review and Recommendations
<p>A minor typo was determined in the original fact sheet Q7-10 for the stream; however, it does not affect any permit limitations or other items of the permit.</p> <p>One comment was received from EPA (shown below). An additional WET test was needed due to the invalidation of one of the four tests submitted with the application (2016 test conducted by Eurofins). The facility conducted a test in January 2020 which failed the chronic test for Pimephales survival and growth. The sample passed the chronic test for Ceriodaphnia survival and reproduction. A sample was collected in February 2020 as a retest for Pimephales survival and growth and both failed again. Due to the failure of the retest, permit limitations are added to the Final Permit for Pimephales survival and growth (permit limits are not added for Ceriodaphnia as this species passed the WET test).</p> <p>The limits to the Final Permit are 2.3 TUC which corresponds to the same TIWC and dilution series as in the current permit (11%, 22%, 43%, 72% and 100% with a TIWC of 43%).</p> <p>A second draft of the permit is not warranted as the addition of the WET limit makes the permit limits more stringent than the draft permit.</p> <p>EPA Comment Received on December 11, 2019: This is a major permit that discharges to Swamp Creek. EPA has chosen to perform a limited review of the draft permit based on WET requirements. EPA has completed its review and offers the following comment:</p> <p>1. The 2016 WET test was conducted by Eurofins QC - based on a PADEP determination, WET tests conducted by</p>

Approve	Return	Deny	Signatures	Date
X			Harmonie Hawley, PhD, PE / Environmental Engineering Specialist 	March 25, 2020
X			Pravin Patel Pravin C. Patel, P.E. / Environmental Engineer Manager	03/26/2020
X			 Thomas L. Magge / Program Manager	03/26/2020

Internal Review and Recommendations

this laboratory are not being considered valid. The facility has submitted three WET tests from Suburban Labs (for 2017, 2018, and 2019), so it has not completed the minimum of four valid WET tests for the application (per 40 CFR 122.21(j)(5)) and subsequent RP assessment. EPA recommends that:

- a. the facility be asked to conduct the fourth WET test in order to evaluate RP for WET prior to permit issuance, or
- b. the permit require accelerated WET testing in the first few months of permit issuance to determine if any toxicity is exhibited. If there is RP, the permit may need to be modified to include WET limits in accordance with 40 CFR 122.44(d)(1)(iv).

DEP Response:

Additional WET tests were conducted as discussed above.

Southeast Regional Office

Data Summary Sheet

Parameter	Value
Lead Reviewer	Harmonie Hawley, PhD, PE
Auth ID	1294703
Program ID (Permit No.)	PA0057819
Client ID	227996
Site ID	446201
Auth Type	Major Sewage Facility >=1 and <5 MGD
Date Received	October 28, 2019
Date Disposed	
Purpose	Permit Renewal
Primary Facility ID	471443
PF Other ID	PA0057819
PF Name	New Hanover Township Authority STP
PF Kind	SP
Major/Minor	Major
PF Fee Category	Major Sewage Facility >=1 and <5 MGD
PF Status	Active
PF Location Address	2990 Fagleysville Road, Gilbertsville, PA 19525-9747
PF Location Address Phone	(610) 323-1008
PF Location Address Contact	Gregory Rapp
PF Location Address Contact Title	Wastewater System Director
PF Location Address Contact Firm	New Hanover Twp Auth
PF Location Address Email	grapp@newhanover-pa.org
PF Mailing Address	2990 Fagleysville Road, Gilbertsville, PA 19525-9747
PF Mailing Address Phone	(610) 754-6432
PF Mailing Address Contact	Thomas Miskiewicz
PF Mailing Address Contact Title	Authority Chair
PF Mailing Address Contact Firm	New Hanover Twp Auth
PF Mailing Address Email	
Discharge Stream Name(s)	Swamp Creek (TSF, MF)
Discharge Watershed(s)	3-E
Fee Payment ID	1670004
Fee Amount Paid	1250
Fee Date Paid	October 28, 2019
Fee Reference No.	41214

Treatment Facility Summary				
Waste Type	Degree of Treatment	Process Type	Disinfection	Avg Annual Flow (MGD)
Sewage	Secondary	Oxidation Ditch	Ultraviolet	1.925
Hydraulic Capacity (MGD)	Organic Capacity (lbs/day)	Load Status	Biosolids Treatment	Biosolids Use/Disposal
3.08	3,370	Not Overloaded	Aerobic Digestion	Landfill



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

NPDES PERMIT NO: PA0057819

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.*,

**New Hanover Township Authority Montgomery County
2990 Fagleyville Road
Gilbertsville, PA 19525-9747**

is authorized to discharge from a facility known as **New Hanover Township STP & Sewer System**, located in **New Hanover Township, Montgomery County**, to **Swamp Creek (TSF, MF)** in Watershed(s) **3-E** 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, 2020

THIS PERMIT SHALL EXPIRE AT MIDNIGHT ON APRIL 30, 2025

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 01, 2020

ISSUED BY Thomas Magge

**Thomas L. Magge
Environmental Program Manager
Southeast Regional Office**

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

I. A. For Outfall 001, Latitude 40° 16' 45", Longitude 75° 32' 50", River Mile Index 4.75, Stream Code 01309

Receiving Waters: Swamp Creek (TSF, MF)

Type of Effluent: Sewage Effluent from STP

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 Daily Max	XXX	XXX	XXX	XXX	Recorded	
pH (S.U.)	XXX	XXX	6.0 Inst Min	XXX	XXX	9.0	Grab	
Dissolved Oxygen	XXX	XXX	5.0 Inst Min	Report	XXX	XXX	Grab	
Carbonaceous Biochemical Oxygen Demand (CBOD5) Nov 1 - Apr 30	241	361	XXX	15	23	30	24-Hr Composite	
Carbonaceous Biochemical Oxygen Demand (CBOD5) May 1 - Oct 31	160	241	XXX	10	15	20	24-Hr Composite	
Biochemical Oxygen Demand (BOD5) Raw Sewage Influent	XXX	XXX	XXX	Report	XXX	XXX	24-Hr Composite	
Total Suspended Solids Raw Sewage Influent	Report	XXX	XXX	Report	XXX	XXX	24-Hr Composite	
Total Suspended Solids	160	241	XXX	10	15	20	24-Hr Composite	

Outfall001 , Continued (from Permit Effective Date through Permit Expiration Date)

Parameter	Effluent Limitations						Monitoring Requirements	
	Mass Units (lbs/day) ⁽¹⁾		Concentrations (mg/L)			Instant. Maximum	Minimum ⁽²⁾ Measurement Frequency	Required Sample Type
	Average Monthly	Weekly Average	Minimum	Average Monthly	Weekly Average			
Total Dissolved Solids	XXX	XXX	XXX	1200.0	2400.0 Daily Max	3000	1/week	24-Hr Composite
Fecal Coliform (No./100 ml)	XXX	XXX	XXX	200	Geo Mean	1000*	1/week	Grab
Ultraviolet light transmittance (%)	XXX	XXX	Report	XXX	XXX	XXX	1/day	Metered
Total Nitrogen	Report	XXX	XXX	Report	XXX	Report	1/week	24-Hr Composite
Ammonia-Nitrogen Nov 1 - Apr 30	48	XXX	XXX	3.0	XXX	6	1/week	24-Hr Composite
Ammonia-Nitrogen May 1 - Oct 31	24	XXX	XXX	1.5	XXX	3	1/week	24-Hr Composite
Total Phosphorus	14	XXX	XXX	0.9	XXX	1.8	1/week	24-Hr Composite
Sulfate, Total	XXX	XXX	XXX	Report	XXX	XXX	1/month	24-Hr Composite
Chloride	XXX	XXX	XXX	Report	XXX	XXX	1/month	24-Hr Composite
Bromide	XXX	XXX	XXX	Report	XXX	XXX	1/month	24-Hr Composite

*Not to exceed 1,000 /100 ml as an instantaneous maximum from May 1 through September 30. Not to exceed 1,000 /100 ml in greater than 10 percent of samples tested from October 1 through April 30.

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

at Outfall 001

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

I. B. For Outfall 001, Latitude 40° 16' 45.00", Longitude 75° 32' 50.00", River Mile Index 4.75, Stream Code 01309

Receiving Waters: Swamp Creek (TSF, MF)

Type of Effluent: Sewage Effluent from STP

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)			Instant. Maximum	Minimum Measurement Frequency ⁽²⁾	Required Sample Type
	Average Monthly	Average Weekly	Minimum	Daily Maximum	Maximum			
Toxicity, Chronic - Ceriodaphnia Survival (TUC)	XXX	XXX	XXX	Report	XXX	XXX	See Permit	24-Hr Composite
Toxicity, Chronic - Ceriodaphnia Reproduction (TUC)	XXX	XXX	XXX	Report	XXX	XXX	See Permit	24-Hr Composite
Toxicity, Chronic - Pimephales Survival (TUC)	XXX	XXX	XXX	2.3	XXX	XXX	See Permit	24-Hr Composite
Toxicity, Chronic - Pimephales Growth (TUC)	XXX	XXX	XXX	2.3	XXX	XXX	See Permit	24-Hr Composite

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):
at Outfall 001

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

I. C. For Outfall 005, Latitude 40° 16' 48", Longitude 75° 33' 0", River Mile Index 4.75, Stream Code 01309

Receiving Waters: Swamp Creek (TSF, MF)

Type of Effluent: Stormwater

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)			Instant. Maximum	Minimum ⁽²⁾ Measurement Frequency	Required Sample Type
	Average Monthly	Average Weekly	Minimum	Average Monthly	Daily Maximum			
pH (S.U.)	XXX	XXX	XXX	XXX	Report	XXX	1/year	Grab
Carbonaceous Biochemical Oxygen Demand (CBOD5)	XXX	XXX	XXX	XXX	Report	XXX	1/year	Grab
Chemical Oxygen Demand (COD)	XXX	XXX	XXX	XXX	Report	XXX	1/year	Grab
Total Suspended Solids	XXX	XXX	XXX	XXX	Report	XXX	1/year	Grab
Oil and Grease	XXX	XXX	XXX	XXX	Report	XXX	1/year	Grab
Fecal Coliform (CFU/100 ml)	XXX	XXX	XXX	XXX	Report	XXX	1/year	Grab
Total Kjeldahl Nitrogen (Total Load, lbs)	XXX	XXX	XXX	XXX	Report	XXX	1/year	Grab
Total Phosphorus	XXX	XXX	XXX	XXX	Report	XXX	1/year	Grab
Iron, Dissolved	XXX	XXX	XXX	XXX	Report	XXX	1/year	Grab

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

at Outfall 005 (No monitoring is conducted at Outfalls 002, 003 and 004)

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

Additional Requirements

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

Footnotes

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

Supplemental Information

- (1) The hydraulic design capacity of 3.08 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 1.925 MGD.
- (3) The organic design capacity of 3,370 lbs BOD₅ per day for the treatment facility is used to prepare the annual Municipal Wasteload Management Report to determine whether an "organic overload" condition exists, as defined in 25 Pa. Code Chapter 94.

- (4) Total Nitrogen is the sum of Total Kjeldahl-N (TKN) plus Nitrite-Nitrate as N ($\text{NO}_2+\text{NO}_3\text{-N}$), where TKN and $\text{NO}_2+\text{NO}_3\text{-N}$ are measured in the same sample.

II. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Receipt of Municipal Waste

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

The following information is required by the Supplemental Report:

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

4. Unanticipated Noncompliance or Potential Pollution Reporting

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

5. Other Noncompliance

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

PART B

I. MANAGEMENT REQUIREMENTS

A. Compliance

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

B. Permit Modification, Termination, or Revocation and Reissuance

1. This permit may be modified, terminated, or revoked and reissued during its term in accordance with 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.

IV. ANNUAL FEE

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

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

As of the effective date of this permit, the facility covered by the permit is classified in the following fee category:
Major Sewage Facility ≥1 and <5 MGD.

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

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

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

PART C

I. OTHER REQUIREMENTS

- A. No storm water from pavements, area ways, roofs, foundation drains or other sources shall be directly admitted to the sanitary sewers associated with the herein approved discharge.
- B. The approval herein given is specifically made contingent upon the permittee acquiring all necessary property rights by easement or otherwise, providing for the satisfactory construction, operation, maintenance or replacement of all sewers or sewerage structures associated with the herein approved discharge in, along, or across private property, with full rights of ingress, egress and regress.
- C. Collected screenings, slurries, sludges, and other solids shall be handled and disposed of in compliance with 25 Pa. Code, Chapters 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. 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.
- E. Notification of the designation of the responsible operator must be submitted to the permitting agency by the permittee within 60 days after the effective date of the permit and from time to time thereafter as the operator is replaced.
- F. The permittee shall develop a treatment facility operations and maintenance (O&M) plan addressing key wastewater processes. The plan shall be reviewed annually and updated when appropriate. The plan shall be submitted to DEP for review upon request. For the purpose of this paragraph, a key wastewater process includes any equipment or process that, if it fails, may cause the discharge of raw wastewater or wastewater that fails to meet NPDES permit discharge requirements, or a failure that may threaten human or environmental health. The O&M plan shall include the following, at a minimum:
 - 1. A process control strategy that includes a schedule for process control sampling, monitoring, testing, and recordkeeping.
 - 2. A plan that identifies how key wastewater processes shall be monitored and adjusted while the facility is staffed.
 - 3. A plan that identifies how key wastewater processes will be monitored while the treatment facility is not staffed.
 - 4. For treatment plants that are impacted by wet weather flows, the permittee shall develop and implement a wet weather operations strategy that minimizes or eliminates the wash out of solids from the treatment system while maximizing the flow through the treatment plant.
 - 5. An emergency plan that identifies how the facility will be operated during times of emergency. For example, the plan shall detail how key wastewater processes will be repaired or replaced in the event of a failure while minimizing loss of life and property damage to the facility. This plan shall also include emergency contact numbers for local emergency response agencies, plant personnel, critical suppliers and vendors, and DEP contacts, at a minimum.

6. A preventative maintenance plan that includes a schedule for preventative maintenance for all equipment within the treatment system. A spare parts inventory shall be included as part of this plan.
 7. A solids management plan that identifies how solids produced by the facility will be wasted, treated, and ultimately disposed of.
- G. The permittee shall obtain approval from the Delaware River Basin Commission (DRBC) for the discharges covered by this NPDES permit. Upon approval of DRBC's docket, the permittee shall comply with any more stringent effluent limitations or standards contained in the docket, in accordance with 25 Pa. Code § 92a.12(b). DEP may reopen and amend this permit to conform with requirements in DRBC's docket, if appropriate

II. WHOLE EFFLUENT TOXICITY (WET)

A. General Requirements

1. The permittee shall conduct Chronic WET tests as specified in this section. The permittee shall collect discharge samples and perform WET tests to generate chronic survival and reproduction data for the cladoceran, *Ceriodaphnia dubia* and chronic survival and growth data for the fathead minnow, *Pimephales promelas*.
2. Samples shall be collected at Outfall 001 in accordance with paragraph E.
3. The permittee shall perform testing using the following dilution series: 11%, 22%, 43%, 72%, and 100% effluent, with a control, where 43% is the facility-specific Target In-Stream Waste Concentration (TIWC).
4. The determination of whether a test endpoint passes or fails shall be made using DEP's WET Analysis Spreadsheet (available at www.dep.pa.gov/wett) by comparing replicate data for the control with replicate data for the TIWC dilution or any dilution greater than the TIWC.
5. The permittee shall submit only valid WET test results to DEP.

B. Test Frequency and Reporting

1. WET testing shall be conducted quarterly, beginning within 30 days of the permit effective date and continuing until four tests have been completed. Tests shall be completed within calendar quarters, i.e., one test each during the periods of January 1 – March 31, April 1 – June 30, July 1 – September 30, and October 1 – December 31. A complete WET test report shall be submitted to the DEP regional office that issued the permit within 45 days of test completion. A complete WET test report submission shall include the information contained in paragraph H, below.
2. If no endpoint failures occur in the initial four quarterly tests, the permittee may reduce WET monitoring to annually during the period January 1 – December 31. This minimum WET monitoring frequency will remain in place until the permit is reissued, unless more frequent monitoring is triggered in accordance with paragraph B.5. The permittee must continue annual WET monitoring, at a minimum, during the permit renewal review period and during any period of administrative extension of this permit.
3. If a test failure is determined for any endpoint during quarterly or annual monitoring, the permittee shall initiate a re-test for the species with the failure, at a minimum, within 45 days of test completion. All endpoints for the species shall be evaluated in the re-test. The results of the re-test shall be submitted to the DEP regional office that issued the permit.
4. If a passing result is determined for all endpoints in a re-test, the permittee may resume quarterly or annual monitoring, as applicable.
5. If there is a failure for one or more endpoints in a re-test, the permittee shall initiate or continue quarterly WET testing for both species until there are four consecutive passing results for all endpoints. The results of all tests shall be submitted to the DEP regional office that issued the permit. In addition, the permittee shall initiate a Phase I Toxicity Reduction Evaluation (TRE) as specified in paragraph C, below.

6. The permittee must report the results of each test endpoint that has a WET limit in Part A of this permit on the Discharge Monitoring Report (DMR). Test results shall be reported on the DMR in terms of acute or chronic Toxicity Units (TU_a or TU_c), where TU_a is used for acute tests and TU_c is used for chronic tests. If DEP's WET Analysis Spreadsheet indicates a passing result for an endpoint, report the value obtained from the expression "1/TIWC", which is equivalent to the permit limit. If the Spreadsheet indicates a failure, report the value obtained from the expression "> 1/TIWC". If a dilution higher than the TIWC dilution is used for the comparison with the control, report the value obtained from the expression "1/dilution". For example, an acute test endpoint failure at a TIWC dilution of 50% would be reported as "> 2.0 TU_a" (1/0.5).
7. The permittee shall attach a completed WET Analysis Spreadsheet for the latest four consecutive WET tests to the NPDES permit renewal application that is submitted to DEP at least 180 days prior to the permit expiration date.

C. Phase I Toxicity Reduction Evaluation (TRE)

1. The Phase I TRE trigger is one WET endpoint failure followed by a re-test that confirms the failure for the same species. When the Phase I TRE process is triggered, quarterly WET testing shall be initiated for both species and continue until there are four consecutive passing results for all endpoints. The Phase I TRE may include a Toxicity Identification Evaluation (TIE) if the permittee cannot immediately identify the possible causes of the effluent toxicity and the possible sources of the causative agents.
2. The permittee shall, within one year following the Phase I TRE trigger, submit a Phase I TRE report to the DEP regional office that issued the permit. The Phase I TRE shall be conducted in accordance with EPA's guidance, "Toxicity Reduction Evaluation for Municipal Wastewater Treatment Plants" (EPA/833B-99/002), "Generalized Methodology for Conducting Industrial Toxicity Reduction Evaluations" (EPA/600/2-88/070), and other relevant EPA guidance, as applicable. If a TIE is conducted as part of the Phase I TRE, it shall conform to EPA's guidance, "Methods for Aquatic Toxicity Identification Evaluations Phase I" (EPA/600/6-91/003), "Phase II" (EPA/600/R-92/080), "Phase III" (EPA/600/R-92/081) and other relevant EPA guidance. The Phase I TRE report shall be submitted with the fourth quarterly WET test report that is completed following the Phase I TRE trigger. The TRE report shall include all activities undertaken to identify the cause(s) and source(s) of toxicity and any control efforts.
3. If all four quarterly WET tests produce passing results for all endpoints during the Phase I TRE process, performance of a Phase II TRE is not required, and annual WET testing in accordance with paragraph B.2 may be initiated or resume.
4. If the four WET tests produce at least one failing result during the Phase I TRE process, the permittee shall continue quarterly WET monitoring for both species and initiate a Phase II TRE in accordance with paragraph D. In this case, the Phase I TRE must include a schedule for completion of the Phase II TRE. The schedule must include interim milestones and a final completion date not to exceed two years from the initiation of the Phase II TRE. The permittee shall implement the Phase II TRE in accordance with the schedule unless DEP issues written approval to modify the schedule or cease performance of the Phase II TRE.
5. Re-tests during the TRE process are required for invalid tests but are optional and at the discretion of the permittee for valid tests. The results of all re-tests must be submitted to the DEP regional office that issued the permit along with the required elements in paragraph H.
6. The Phase I TRE trigger was a second failed test as reported on March 4, 2020. The Phase I TRE report is due March 3, 2021.

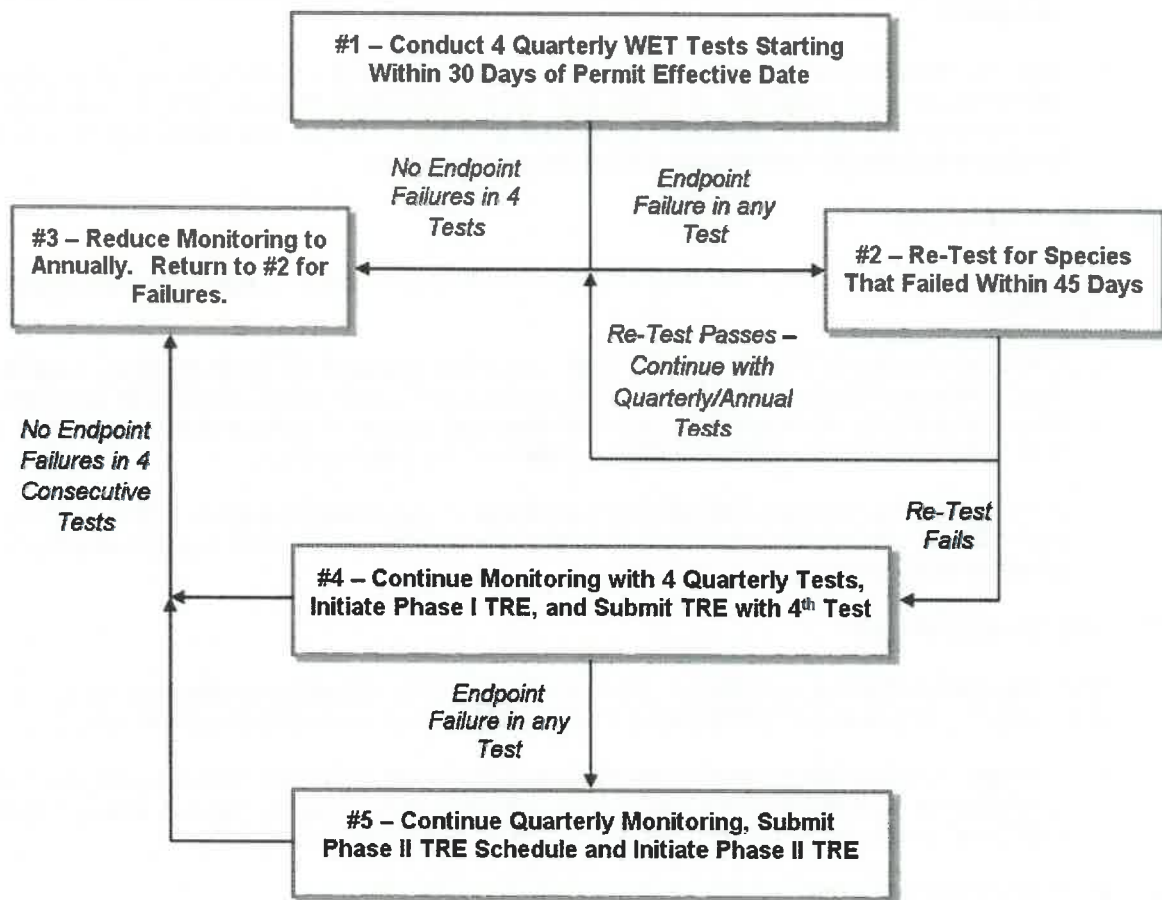
D. Phase II Toxicity Reduction Evaluation (TRE)

1. The Phase II TRE trigger is one WET endpoint failure during performance of the Phase I TRE. A Phase II TRE, if required, shall conform to EPA's guidance, "Toxicity Reduction Evaluation for Municipal

Wastewater Treatment Plants" (EPA/833B-99/002), "Generalized Methodology for Conducting Industrial Toxicity Reduction Evaluations" (EPA/600/2-88/070), and other relevant EPA guidance, as applicable. A Phase II TRE evaluates the possible control options to reduce or eliminate the effluent toxicity and the implementation of controls.

2. Once initiated, the Phase II TRE must continue until the source(s) of toxicity are controlled as evidenced by four consecutive WET test passing results for all endpoints, and a final TRE report must be submitted on or before the date specified in the schedule, unless otherwise approved by DEP in writing.
3. If four consecutive quarterly WET tests produce passing results for all endpoints during the Phase II TRE process, annual WET testing in accordance with paragraph B.2 may be initiated or resume.

An overview of the process described in paragraphs B, C and D is presented below:



E. Sample Collection

For each acute testing event, a 24-hour flow-proportioned composite sample shall be collected. For each chronic testing event, three 24-hour flow-proportioned, composite samples shall be collected over a seven day exposure period. The samples must be collected at a frequency of not greater than every two hours and must be flow-proportioned. The samples must be collected at the permit compliance sampling location. Samples must be analyzed within 36 hours from the end of the compositing period and must be placed on ice and held at $\leq 6^{\circ}\text{C}$. Refer to the sample handling and preservation regulations set forth in 40 CFR 136, 25 Pa. Code Chapter 252, The NELAC Institute (TNI) Standard, and the appropriate EPA methods.

F. Test Conditions and Methods

Laboratories must be accredited by the DEP Laboratory Accreditation Program in order to perform and report WET tests for NPDES permit compliance. Laboratories must be either State or NELAP accredited.

1. Acute tests shall be completed in accordance with EPA's "Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms" (EPA-821-R-02-012, latest edition). Forty eight (48) hour static non-renewal tests shall be used.
2. Chronic tests shall be completed in accordance with EPA's "Short-term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms" (EPA-821-R-02-013, latest edition). Seven (7) day tests shall be used with renewal every 24 hours.
3. The quality assurance and control (QA/QC) requirements and test acceptability standards specified in EPA's test methods and the requirements set forth in 25 Pa Code Chapter 252 or the TNI Standard must be followed
4. If the permittee or its accredited laboratory determines that QA/QC requirements and/or test acceptability standards have not been met, a re-test shall be initiated within 45 days. Original test data must be maintained by the laboratory and be submitted to DEP upon request. The justification for a re-test must be clearly documented and kept on file with the sample results.

G. Chemical Analyses

Chemical analyses must follow the requirements of the EPA methods and applicable State and/or Federal regulations.

1. Chemical analysis on effluent samples shall include pH, Conductivity, Total Alkalinity, Total Hardness, Total Residual Chlorine, Total Ammonia (Unionized Ammonia), Dissolved Oxygen and temperature. Chemical analyses as described in the EPA Methods (above) shall be performed for each sampling event, including each new batch of dilution water and each testing event.
2. In addition to the chemical analyses required above, those parameters listed in Part A of the NPDES permit for the outfall(s) tested shall be analyzed concurrently with the WET test by using the method(s) specified in the permit.

H. WET Report Elements

WET test reports that are submitted to DEP must include the requirements identified in 25 Pa. Code § 252.401(j)(1) – (15) or in the TNI Standard, or equivalent, as well as the following information:

1. A general test description, including the origin and age of test organisms, dates and results of reference toxicant tests, light and temperature regimes, and other documentation that QA and test acceptability criteria as specified in EPA's methods and DEP's QA Summaries have been met.
2. A description of sample collection procedures and sampling location.
3. Name(s) of individual(s) collecting and transporting samples, including sample renewals, and the date(s) and time(s) of sample collection.
4. All chemical and physical data including laboratory quantitation limits and observations made on the species. The hardness shall be reported for each test condition.
5. Copies of raw data sheets and/or bench sheets with data entries and signatures.
6. When effluents are dechlorinated, dechlorination procedures must be described and if applicable a thiosulfate control used in addition to the normal dilution water control. If the thiosulfate control results are significantly different from the normal control, as determined using DEP's WET Analysis

Spreadsheet, the thiosulfate control shall be used in the spreadsheet for comparison with the TIWC condition. The WET report must specify which control was used to determine whether the test result is pass or fail.

7. A description of all observations or test conditions that may have affected the test outcome.
8. Control charts for the species tested regarding age, temperature test range, mortality data and all reference toxicant tests.
9. A completed WET test summary report (3800-FM-BCW0485).
10. A DEP WET Analysis Spreadsheet printout that provides control and TIWC replicate data and displays the outcome of the test (pass or fail) for each endpoint tested.

WETT reports shall be submitted to the DEP regional office that issued the permit and, for discharges to the Delaware River basin, the Delaware River Basin Commission (DRBC).

III. REQUIREMENTS APPLICABLE TO STORMWATER OUTFALLS

- A. The permittee is authorized to discharge non-polluting stormwater from its site, alone or in combination with other wastewaters, through the following outfalls:

Outfall No.	Area Drained (ft ²)	Latitude	Longitude	Description
002	1.67	40° 16' 49"	75° 33' 10"	Southwest portion of site
003	1.4	40° 16' 51"	75° 33' 03"	North portion of site
004	1.26	40° 16' 50"	75° 32' 59"	Northeast portion of site
005	1.26	40° 16' 48"	75° 33' 00"	Southeast portion of site

Monitoring requirements and effluent limitations for these outfalls are specified in Part A of this permit, if applicable.

B. Preparedness, Prevention and Contingency (PPC) Plan

1. The permittee shall develop and implement a PPC Plan in accordance with 25 Pa. Code § 91.34 following the guidance contained in DEP's "Guidelines for the Development and Implementation of Environmental Emergency Response Plans" (DEP ID 400-2200-001), its NPDES-specific addendum and the minimum requirements below.
 - a. The PPC Plan must identify all potential sources of pollutants that may reasonably be expected to affect the quality of stormwater discharges from the facility.
 - b. The PPC Plan must describe preventative measures and BMPs that will be implemented to reduce or eliminate pollutants from coming into contact with stormwater resulting from routine site activities and spills.
 - c. The PPC Plan must address actions that will be taken in response to on-site spills or other pollution incidents.
 - d. The PPC Plan must identify areas which, due to topography or other factors, have a high potential for soil erosion, and identify measures to limit erosion. Where necessary, erosion and sediment control measures must be developed and implemented in accordance with 25 Pa. Code Chapter 102 and DEP's "Erosion and Sediment Pollution Control Manual" (DEP ID 363-2134-008).
 - e. The PPC Plan must address security measures to prevent accidental or intentional entry which could result in an unintentional discharge of pollutants.
 - f. The PPC Plan must include a plan for training employees and contractors on pollution prevention, BMPs, and emergency response measures.

available to DEP upon request.

E. Stormwater Sampling Requirements

If stormwater sampling is required in Part A of this permit, the following requirements apply:

1. All samples shall be collected from the discharge resulting from a storm event that is greater than 0.1 inch in magnitude and that occurs at least 72 hours from the previously measurable (greater than 0.1 inch rainfall) storm event. The 72-hour storm interval is waived when the preceding storm did not yield a measurable discharge, or if the permittee is able to document that a less than 72-hour interval is representative for local storm events during the sample period.
2. Grab samples shall be taken during the first 30 minutes of the discharge. If the collection of a grab sample during the first 30 minutes is not possible, a grab sample can be taken during the first hour of the discharge, in which case the discharger shall provide an explanation of why a grab sample during the first 30 minutes was not possible.



ITEMS

1 Bid Form & Agreement for Contract One - General Construction Wastewater Treatment Facility August 1999



Cedarville Engineering Group, LLC

Pottstown, Pennsylvania | Pensacola, Florida

P: 610-705-4500 E: info@CedarvilleEng.com

CedarvilleEng.com

KLIPPER

PROJECT MANUAL

FOR

WASTEWATER TREATMENT FACILITY

CONTRACT ONE - GENERAL CONSTRUCTION

FOR

**NEW HANOVER TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

AUGUST 1999

ENGINEER'S PROJECT NO. 35053

GANNETT FLEMING, INC.



VALLEY FORGE, PENNSYLVANIA

SECTION 00300

BID FORM

TO: NEW HANOVER TOWNSHIP
2943 North Charlotte Street
Gilbertsville, Pennsylvania 19525-9718

FOR: WASTEWATER TREATMENT FACILITY
CONTRACT ONE - GENERAL CONSTRUCTION

Pursuant to and in compliance with the request for bids on the above captioned work, the undersigned offers to furnish all labor, superintendence, materials, supplies, equipment, plant and other facilities, utilities and all things necessary or proper for, and to perform all work necessary or incidental to the WASTEWATER TREATMENT FACILITY, CONTRACT ONE - GENERAL CONSTRUCTION; complete in every respect, in strict accordance with the Contract Documents as defined in the Project Manual and any future changes therein as provided in the Project Manual, and to perform all other obligations imposed by the Contract Documents for the LUMP SUM PRICES:

- Item No. 1 SITE WORK/PAVING, COMPLETE;
LUMP SUM PRICE ----- Dollars (\$ 750,000 ⁰⁰/₁₀₀)
- Item No. 2 ADMINISTRATION BUILDING COMPLETE;
LUMP SUM PRICE ----- Dollars (\$ 610,000 ⁰⁰/₁₀₀)
- Item No. 3 HEADWORKS BUILDING, COMPLETE;
LUMP SUM PRICE ----- Dollars (\$ 510,000 ⁰⁰/₁₀₀)
- Item No. 4A OXIDATION DITCH EQUIPMENT
SUPPLIED BY KRUGER, INC., COMPLETE;
LUMP SUM PRICE ----- Dollars (\$ 331,265.00)
- Item No. 4B OXIDATION DITCH WORK NOT INCLUDED IN ITEM 4A,
COMPLETE;
LUMP SUM PRICE ----- Dollars (\$ 590,000 ⁰⁰/₁₀₀)
- Item No. 5 CLARIFIERS AND SCUM PUMPING STATION, COMPLETE;
LUMP SUM PRICE ----- Dollars (\$ 475,000 ⁰⁰/₁₀₀)
- Item No. 6 SLUDGE PUMPING STATION, COMPLETE;
LUMP SUM PRICE ----- Dollars (\$ 405,000 ⁰⁰/₁₀₀)

- Item No. 7 **DIGESTER, COMPLETE;**
LUMP SUM PRICE ----- Dollars (\$ 200,000^{00/100})
- Item No. 8 **UV DISINFECTION SYSTEM, COMPLETE;**
LUMP SUM PRICE ----- Dollars (\$ 200,000^{00/100})
- Item No. 9 **POST AERATION TANK AND BUILDING, COMPLETE;**
LUMP SUM PRICE ----- Dollars (\$ 200,060^{00/100})
- Item No. 10 **SLUDGE DEWATERING/STORAGE BUILDING/LIME SILO, COMPLETE;**
LUMP SUM PRICE ----- Dollars (\$ 790,000^{00/100})
- Item No.11 **YARD PIPING, DISTRIBUTION CHAMBERS NO. 1 AND NO. 2, FILTRATE AND PLANT DRAIN PUMPING STATION, COMPLETE;**
LUMP SUM PRICE ----- Dollars (\$ 500,000^{00/100})
- Item No. 12 **ALL WORK NOT ITEMIZED HEREIN;**
LUMP SUM PRICE ----- Dollars (\$ 28,735^{00/100})
- Item No. 13 **ALLOWANCE FOR LABORATOR TESTS;**
ALLOWANCE ----- Dollars (\$ 3,000.00)

TOTAL AMOUNT OF BID
(Sum of Items 1 through 13) \$ 5,593,000^{00/100}

Additional and extra work, if any, performed in accordance with the Contract Documents, shall be paid for as provided in the Project Manual.

It is understood that the sum set up for Item 13 is to cover the costs of Laboratory Tests of Materials as defined and specified in Article 4.5 of the General Conditions, and that an equitable adjustment covering an increase or decrease in the amount set up for such cost will be made in the final payment of the Contract.

SCHEDULE OF UNIT PRICES

(For Additions, Deductions, or Deletions in Contract Quantities)

Changes in the quantities from the quantities indicated by the Contract Documents, if required by the Engineer, or exigencies of the work, will be adjusted by increasing or decreasing in quantities and by applying the corresponding unit prices bid under "Schedule of Unit Prices for Additions, Deductions, or Deletions in Contract Quantities" which prices shall include all necessary labor, materials, tools, equipment and incidental work.

No allowance will be made for such additional work performed without written orders of the Engineer or prior to making any measurements necessary to the determination of quantities.

The undersigned further agrees that if the final quantities of the lump sum payment items tabulated above are greater or less than those indicated by the Contract Documents to accept additions to, deductions or deletions from the sum of above TOTAL AMOUNT OF BID based on the unit prices shown in the following Schedule:

	<u>Item</u>	<u>Unit</u>	<u>Unit Prices</u>
(1)	Shoring or Other Lumber, Required Left in Place	MBF	\$ <u>15,000.⁰⁰</u>
(2)	Unclassified Excavation, Except Below Subgrade	Cu. Yd.	\$ <u>35.⁰⁰</u>
(3)	Unclassified Excavation Below Subgrade	Cu. Yd.	\$ <u>40.⁰⁰</u>
(4)	Miscellaneous Unclassified Excavation and Backfill	Cu. Yd.	\$ <u>50.⁰⁰</u>
(5)	Backfill (In Place)	Cu. Yd.	\$ <u>15.⁰⁰</u>
(6)	Clean Earth Backfill(In Place)	Cu. Yd.	\$ <u>20.⁰⁰</u>
(7)	Site Embankment (In Place)	Cu. Yd.	\$ <u>25.⁰⁰</u>
(8)	AASHTO No. 57 Coarse Aggregate(In Place)	Cu. Yd.	\$ <u>25.⁰⁰</u>
(9)	PA DOT No. 2RC Aggregate (In Place)	Cu. Yd.	\$ <u>25.⁰⁰</u>
(10)	Class A Concrete (In Place)	Cu. Yd.	\$ <u>450.⁰⁰</u>
(11)	Class B Concrete (In Place)	Cu. Yd.	\$ <u>400.⁰⁰</u>
(12)	Class C Concrete (In Place)	Cu. Yd.	\$ <u>375.⁰⁰</u>
(13)	Reinforcing Steel (In Place)	Pound	\$ <u>1.⁰⁰</u>
(14)	Ductile Iron Pipe (In Place) Including Flanged Joints	Pound	\$ <u>2.⁵⁰</u>

(15) Ductile Iron Pipe (In Place)
Including Other than Flanged Joints Pound \$ 2.50

The presentation in the foregoing schedule of unit prices that are obviously unbalanced, may be sufficient cause for rejection of the entire Bid, whether or not such Bid is the lowest submitted.

Additional and extra work, if any, performed in accordance with the Contract Documents, shall be paid for as provided in the Project Manual.

SCHEDULE OF PRODUCT MANUFACTURERS

The Bidder shall indicate by pen and ink check mark the name of ONE manufacturer for each item in the following LIST OF PRODUCT MANUFACTURERS which he proposes to furnish, and subsequently will be required to furnish, provided he is awarded the Contract.

The Bidder is hereby informed, and hereby agrees, that if he proposes to furnish products of manufacturers that are not listed in this Bid Form, he will submit to the Engineer no later than 14 calendar days prior to the date of bid opening, complete pertinent information as required under the SUBSTITUTIONS Article of the Instructions to Bidders. In the event approval is granted for products proposed by the Bidder, all Bidders on the Project will be so notified by Addendum. If proposed products are not added to the Contract Documents by Addendum, the Bidder shall not list such products on his Bid Form. The first listed manufacturer's name indicates the products shown on the Drawings and specified in this Project Manual.

The unqualified right is reserved by the Owner to select the manufacturers of the products if the Bidder fails to indicate the names of the manufacturers he proposes to furnish, or indicates more than one manufacturer for a particular product, or writes in an unapproved product manufacturer.

LIST OF PRODUCT MANUFACTURERS

Item

Check One

Packaged Water Pumping System

Syncro Flo Inc.
Tigerflow, Inc.
John Wood Co.
Dakota Pump, Inc

Gates

Rodney Hunt Co.
Waterman Industries, Inc.
Whipps, Inc.

✓

Pumping Systems

a. Sludge Feed Pump

Robbins & Meyers, Inc.
Netzsch, Inc.

✓

b. Return Waste/Activated Sludge Pumps

Aurora Pump
Fairbanks Morse Pump
PACO Pump
Ingersoll - Dresser Pump
Yeomans Pump

✓

c. Plant Drain Pumps

ITT Flygt Corp.
Fairbanks Morse Pump
Chicago Pump
KSB, Inc.
PACO Pump
Yeomans Pump

✓

d. Scum Pumps

ITT Flygt Corp.
Fairbanks Morse Pump
Chicago Pump
KSB, Inc.
PACO Pump
Yeomans Pump

✓

e. Filtrate Pumps

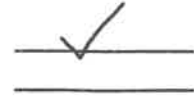
ITT Flygt Corp.
Fairbanks Morse Pump
Chicago Pump
KSB, Inc.
Yeomans Pump
PACO Pumps

✓

f. Submersible Sump Pump

Aurora/Hydromatic Pumps, Inc.

Goulds Pumps, Inc.
Myers



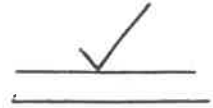
Grit Collection and Removal Equipment

Smith & Loveless, Inc.
John Meunier
Jones and Attwood/Waste-Tech, Inc.



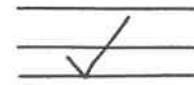
Screening and Compaction Equipment

Parkson Corp.
Waterlink, Inc.



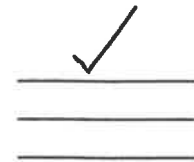
Sludge Grinding System

Disposable Waste Systems, Inc./JWC Environmental
AZ Tech Comminutors, Inc.
Franklin Miller, Inc.



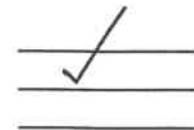
Final Clarifiers

U.S. Filter/Envirex
Envirodyne Systems, Inc.
Baker Process



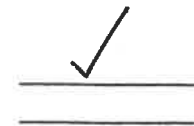
Alum Storage Equipment

MFG Justin Tanks, Inc.
Belding Tank Technologies, Inc.
Raven Industries, Inc./Plastic Division



Alum Feed System

Watson Marlow, Inc.
Advanced Flow Systems, Ltd.



Polymer System

Roediger - Pittsburgh, Inc.
Envirodyne Systems, Inc.



Ultraviolet Disinfection Equipment

Trojan Technologies, Inc.
PCI. Wedeco Ultraviolet Systems
UltraTech Systems, Inc.



Lime Storage and Feed System

RDP Technologies, Inc.
ZMI - Portec Chemical Processing Group
WRC Industrial Sales, Inc.

✓

General Resource Corp.
Chemco Equipment Co.

Wastewater Sampler

ISCO, Inc.
American Sigma, Inc.

✓

Belt Filter Press System

Roediger - Pittsburgh, Inc.
Ashbrook Corp.
Komline - Sanderson
Envirodyne Systems, Inc.

✓

Lime Post - Treatment Unit

Roediger - Pittsburgh, Inc.
RDP Technologies, Inc.
ZMI - Portec Chemical Processing Group
Envirodyne Systems, Inc.
WRC Industrial Sales, Inc.
Chemco Equipment Co.

✓

Aeration Equipment

Roots Division/Dresser Industries
Tuthill Corporation/M-D Pneumatics Division

✓

Diffuser System Equipment

a. Coarse Bubble Diffuser System

Sanitaire Corp.
Wilfley Weber, Inc.
US Filter/EnviroQuip

✓

b. Fine Bubble Diffuser System

Sanitaire Corp.
US Filter/Envirex

✓

Mixing Equipment
Philadelphia Mixer
Lightnin
Chemineer, Inc.

✓

Oxidation Ditch Equipment
Kruger, Inc.

✓

Instrumentation

a. Sludge Flow Metering System
Polysonics, Inc.
TN Technologies, Inc.

✓

b. Plant Effluent Flow Metering System
Drexelbrook Engineering Co.
Polysonics, Inc.

✓

Belt Conveyor
Custom Conveyor Corp.
Keystone Conveyor Corp.
Fairfield Service Co.
WRC Industrial Sales, Inc.

✓

Laboratory Furnishings
Kewanee Scientific Corp.
Fisher Hamilton Co.

✓

Manufactured Buildings
Warminster Fiberglass Co.
Dyer Fiberglass, Inc.
Kenco Plastics Co., Inc.

✓

Addenda: The Undersigned acknowledges receipt of the following addenda to the Contract Documents (see Instructions to Bidders regarding Addenda Acknowledgment):

ADDENDUM 1 Dated Sept. 13, 1999 ADDENDUM 4 Dated Sept. 29, 1999

ADDENDUM 2 Dated Sept. 17, 1999 ADDENDUM 5 Dated Oct. 21, 1999

ADDENDUM 3 Dated Sept. 27, 1999 ADDENDUM 6 Dated Oct. 22, 1999

ADDENDUM 7 Dated Oct. 25, 1999

The Undersigned Bidder hereby represents as follows: 8 DATED OCT. 27, 1999

(a) that he has visited and carefully examined the site of the work, has made such tests and examinations as he believes necessary to submit a Bid based upon information secured by him independently, and not based on information coming from the Owner, or Engineer, and has carefully examined the Contract Documents;

(b) that no officer, agent, or employee of the NEW HANOVER TOWNSHIP is personally interested, directly or indirectly, in the Bid and the accompanying Contract or the compensation to be paid thereunder;

(c) that this Bid is made without connection with any person, firm or corporation making a Bid for the same work, and is in all respects fair and without collusion or fraud;

(d) that should the NEW HANOVER TOWNSHIP notify the undersigned of its intention to award a contract to the undersigned based on this Bid, including any combination of alternates, additions, deductions, or omissions, indicated or authorized by this Bid Form or the Instructions to Bidders, the undersigned will furnish properly executed Bonds and insurance certificates and will execute the proposed Contract within the time and in the forms and amounts required by the Contract Documents as defined in the Project Manual, and that upon failure, neglect or refusal to do so, he shall forfeit to the Owner the Bid Security accompanying this Bid Form, not as a penalty but as liquidated damages; and

(e) that he intends to be legally bound by the terms of this instrument. The Project Manual and all papers required by it and submitted herewith, form the Contract and all papers made part thereof by its terms, are hereby made part of this Bid.

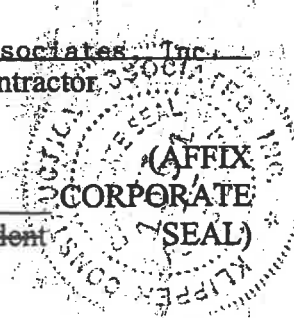
Dated October 28, 1999

ATTEST:

Penny L. Connor
Secretary/Assistant Secretary
Penny L. Connor

Klipper Construction Associates, Inc.
Name of Corporation-Contractor

Kenneth D. Klipper
President/Vice-President
Kenneth D. Klipper



WITNESS

/
Trading and doing business as:

/ (SEAL)
(Signature of Individual-Contractor)

WITNESS

/
/
/

Partnership-Contractor
*By / (SEAL)
Partner
By / (SEAL)
Partner
By / (SEAL)
Partner

*Attach an appropriate authorization evidencing the authority of one general partner to act in behalf of the partnership.

Business Address of Bidder: Makefield Executive Quarters
301 Oxford Valley Road, Suite 1001-B
Yardley, PA 19067

Telephone Number: (215) 321-5091

FAX Number: (215) 321-5092

Name of Contact Person: Kenneth D. Klipper

SECTION 00500

AGREEMENT

THIS AGREEMENT, entered into this 25th day of April, 2000
by the NEW HANOVER TOWNSHIP, Montgomery County, Pennsylvania, hereinafter called
the OWNER, Party of the First Part, and; A CORPORATION known as Klipper Construction
Associates

organized and existing under the laws of the State of Pennsylvania

A PARTNERSHIP known as _____
consisting of the following members _____

AN INDIVIDUAL _____
trading as _____

of 301 Oxford Valley Road #1001-B Street, City of Yardley
State of Pennsylvania hereinafter called the CONTRACTOR, Party of the Second Part,

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE 1. The Contractor agrees at its sole expense to furnish all labor,
superintendence, materials, supplies, equipment, plant and other facilities, utilities, and all things
necessary or proper for, and to perform all work necessary or incidental to, and perform all other
obligations imposed by this Contract for the WASTEWATER TREATMENT FACILITY;
CONTRACT ONE - GENERAL CONSTRUCTION.

The work herein called for shall be in strict accordance with the Contract Documents prepared by Gannett Fleming, Inc., acting as and entitled the Engineer in said Contract, which Contract comprises the following Contract Documents which are made a part hereof:

- a. Advertisement For Bids
- b. Instructions To Bidders
- c. Bid Form
- d. Bid Bond
- e. Certificate As To Corporate Principal
- f. Agreement
- g. Performance Bond
- h. Payment Bond
- i. Insurance Requirements
- j. General Conditions
- k. Supplementary Conditions
- l. Specifications
- m. Addenda (if any)
- n. Notice to Proceed, AND
- o. The Drawings

ARTICLE 2. The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed, and that the work shall be substantially completed within Five Hundred Fifty (550) calendar days of such date, and all work shall be completed as determined by the final inspection within Thirty (30) calendar days of substantial completion. Owner may, however, in its sole discretion, for causes for which the Contractor is not responsible and which will delay the completion of the work, extend said times within which the work shall be completed; the granting of such extensions will be subject to all conditions and requirements set forth in the Project Manual.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, that the Project is not substantially completed after the time stipulated above and any extensions granted by the Owner, the Owner may deduct the sum of Five Hundred Dollars (\$500.00) per calendar day from monies due the Contractor, not as a penalty, but as liquidated damages. After the project is substantially completed, the Contractor also agrees that for each calendar day, with the exception of Sundays and legal holidays, that any work shall remain uncompleted after the time stipulated above and any extensions granted by the Owner, the Owner may deduct the sum of Five Hundred Dollars (\$500.00) per calendar day from monies due the Contractor, not as a penalty, but as liquidated damages. Likewise, if the Contractor shall be declared in default, in accordance with the provisions of the Project Manual, the Contractor may be charged liquidated damages in the same amount and manner specified above in this paragraph for the time that any work shall remain uncompleted after the stipulated completion date and any extensions granted by the Owner. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

Liquidated damages pursuant to this Article 2 shall be compensation to the Owner for direct losses due to delay in completion only. Any other provable damages shall continue to be recoverable against the Contractor as the law may provide.

The Contractor agrees to coordinate his work with that performed by all other contractors engaged in separate contracts of this project in such a way as to permit each of the contracts to be completed within the stipulated time. The Contractor agrees to execute his work in such a way as to allow the electrical contractor (engaged in work under a separate contract of this project) to meet his obligation to furnish all necessary electricity to equipment and apparatus provided under this Contract no later than fifteen (15) days before the date stipulated for substantial completion.

ARTICLE 3. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to additions, deductions, deletions, or alternates noted therein) in accordance with the prices stipulated in the Bid Form, and in the manner provided in Article 4.

ARTICLE 4. Payments to the Contractor shall be made as set forth in Article 10 of the General Conditions.

ARTICLE 5. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title, or interest therein, without written consent of the Owner.

ARTICLE 6. The Engineer shall interpret the Contract Documents and the Engineer's decision shall be final. Except as provided in Article 14, the work shall be subject at any time to the inspection of the Engineer and his authorized assistants to ascertain if the work being performed and the results of the work performed by the Contractor are in conformity with the Contract Documents.

ARTICLE 7. It is agreed that the work in every respect, from the execution of this Contract and during the progress of the work and until issuance of the Completion Certificate shall be under the sole charge of and in the sole care of the Contractor and at his sole risk. He shall properly safeguard against any or all damages or injury (including death) to the public and to his employees and shall alone be responsible for any damage or injury (including death) from his undertaking of the work to any person or persons or thing. The Contractor shall solely and without qualification be responsible for all construction methods and results, for use of equipment and personnel, for the safety of his employees and other persons, for the protection of public and private property, and for compliance with all Local, State, and Federal Laws and regulations in performance of work under this Contract. Neither Owner nor Engineer will have any right to hire or fire, nor any power of supervision, or direction over the construction methods nor over use of equipment or personnel, nor for or over the safety of Contractor's employees and other persons, nor for or over the protection of public and private property, nor for Contractor's compliance with Local, State, or Federal Laws and regulations in performance of work under this Contract.

ARTICLE 8. The Contractor shall guarantee his work, material and equipment and the other Contract performances, and shall remedy, without cost to the Owner, any defects which may develop therein during a period of one (1) year from the date of the Owner's acceptance of the Certificate of Substantial Completion issued by the Engineer.

ARTICLE 9. The Contractor shall indemnify and save harmless and defend the Owner and Engineer and all their officers, agents, and employees, from all claims, liabilities, suits, judgments, verdicts, actions or proceedings at law or equity of any kind whatsoever arising out of, connected with or caused by any operation or matter in, of, or related to the project which is the subject of this agreement, including among other things, injury to property, and injury to and sickness and death of each and every person or persons whatsoever, including, without limitation, members of the public and officers, agents and employees of the Contractor or any subcontractor, and Contractor shall, if required by the Owner and Engineer, produce evidence of settlement of any such claims, suits, liabilities, judgments, verdicts, actions or proceedings before final payment shall be made by the Owner. Contractor shall defend or cause to be defended all such above described claims, liabilities, judgments, verdicts, suits, actions or proceedings, groundless or not, which may be commenced against Owner or Engineer or their officers, agents and employees, and Contractor shall pay or cause to be paid any and all judgments which may be secured in any such actions, claims, liabilities, judgments, verdicts, proceedings or suits, and Contractor shall defray or cause to be defrayed any and all expenses, including costs and attorney's fees, which may be incurred in or by reason of such actions, claims, liabilities, judgments, verdicts, proceedings or suits.

The provisions of this Article 9, however, shall not impose any duty or obligation on the Contractor to make any indemnification, to hold harmless, to settle, to defend, or to make any payment, to the extent that such indemnification, hold harmless, settlement, defense or payment is prohibited or made void by Act No. 164 of July 9, 1970, of the Pennsylvania Legislature.

ARTICLE 10. In the event of conflict between this Agreement and any of the Contract Documents, the provisions of this Agreement shall govern.

ARTICLE 11. The Contractor represents and warrants to the Owner that:

(a) The Contractor is solvent financially and is experienced in and is competent to perform the work to be performed as provided in Article 1; and

(b) The Contractor is familiar with all federal, state, local or other regulatory laws, ordinances and/or regulations, which, in any manner whatsoever, may affect the work to be performed as provided in Article 1; and

(c) Temporary and permanent construction which shall be necessary in performance of the work to be performed as provided in Article 1 can be constructed satisfactorily and can be used for the purpose for which it is intended; and that such construction will not injure any person or damage any property; and

(d) The Contractor has examined carefully the Contract Documents, has visited and

examined carefully the sites where the work to be performed as provided in Article 1 is to be undertaken, has made such tests and examinations as he believes necessary to submit a bid based upon information secured by him independently and not based on information coming from the Owner or Engineer, and has become familiar, by his own investigations, with all of the various conditions which may affect the performance of such work.

ARTICLE 12. The Contractor agrees that he, and his Subcontractors, will pay each person engaged on the work of this Contract, not less than the minimum wage determination for the applicable described class of work, in accordance with law, as specified by the Commonwealth of Pennsylvania or the United States Government, under any Pennsylvania or Federal law which is made applicable to the project, and by the terms of the Contract Documents or any Addenda thereto including specifically the act entitled the "Pennsylvania Prevailing Wage Act" being Act No. 442 approved August 15, 1961, to which further reference is made in paragraph 4.27 of the General Conditions which are made part hereof.

ARTICLE 13. The Contractor shall comply with all applicable Federal, State and Local laws, rules, regulations, requirements, precautions, orders and decrees.

ARTICLE 14. Regardless of any other provisions in any portion of the Contract Documents, the Engineer shall have no duty to inspect and determine whether the Contractor is complying with Federal, State, and local laws, rules, regulations, requirements, precautions, orders and decrees, and further, neither the Engineer nor the Owner shall have any duty to enforce such laws, rules, regulations, requirements, precautions, orders and decrees.

ARTICLE 15. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Agreement and Contract Documents should be declared contrary to law, then such covenant or covenants, agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of any other provisions of this Agreement and Contract Documents.

ARTICLE 16. It is the intention of the parties to be legally bound by this instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in six copies under seal the day and year first above written.

NEW HANOVER TOWNSHIP
Montgomery County, Pennsylvania

ATTEST:

Alan Bogany

By [Signature]

Chairman of the Board of Supervisors
(Title)

ATTEST:
Inc. Penny S Conner
~~Secretary~~/Assistant Secretary

Klipper Construction Associates
Name of Corporation-Contractor

[Signature]
~~President~~/Vice-President

(AFFIX
CORPORATE
SEAL)

WITNESS

Trading and doing business as: _____ (SEAL)
(Signature of Individual-Contractor)

WITNESS

Partnership-Contractor
*By _____ (SEAL)
Partner
By _____ (SEAL)
Partner
By _____ (SEAL)
Partner

*Attach an appropriate authorization evidencing the authority of one general partner to act in behalf of the partnership

Business Address
Of Contractor: 301 Oxford Valley Road, #1001B
Yardley, PA 19067



2 Bid Form & Agreement for Contract Two - Mechanical Work Wastewater Treatment Facility August 1999



ceg

Cedarville Engineering Group, LLC

Pottstown, Pennsylvania | Pensacola, Florida

P: 610-705-4500 E: info@CedarvilleEng.com

CedarvilleEng.com

STALWART

PROJECT MANUAL

FOR

WASTEWATER TREATMENT FACILITY

CONTRACT TWO - MECHANICAL WORK

FOR

**NEW HANOVER TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

AUGUST 1999

ENGINEER'S PROJECT NO. 35053

GANNETT FLEMING, INC.



VALLEY FORGE, PENNSYLVANIA

SECTION 00300

BID FORM

TO: NEW HANOVER TOWNSHIP
2943 North Charlotte Street
Gilbertsville, Pennsylvania 19525-9718

FOR: WASTEWATER TREATMENT FACILITY
CONTRACT TWO - MECHANICAL WORK

Pursuant to and in compliance with the request for bids on the above captioned work, the undersigned offers to furnish all labor, superintendence, materials, supplies, equipment, plant and other facilities, utilities and all things necessary or proper for, and to perform all work necessary or incidental to the WASTEWATER TREATMENT FACILITY, CONTRACT TWO - MECHANICAL WORK; complete in every respect, in strict accordance with the Contract Documents as defined in the Project Manual and any future changes therein as provided in the Project Manual, and to perform all other obligations imposed by the Contract Documents for the LUMP SUM PRICE:

TOTAL AMOUNT OF BID \$ 372,000⁰⁰

Additional and extra work, if any, performed in accordance with the Contract Documents, shall be paid for as provided in the Project Manual.

SCHEDULE OF PRODUCT MANUFACTURERS

The Bidder shall indicate by pen and ink check mark the name of ONE manufacturer for each item in the following LIST OF PRODUCT MANUFACTURERS which he proposes to furnish, and subsequently will be required to furnish, provided he is awarded the Contract.

The Bidder is hereby informed, and hereby agrees, that if he proposes to furnish products of manufacturers that are not listed in this Bid Form, he will submit to the Engineer no later than 14 calendar days prior to the date of bid opening, complete pertinent information as required under the SUBSTITUTIONS Article of the Instructions to Bidders. In the event approval is granted for products proposed by the Bidder, all Bidders on the Project will be so notified by Addendum. If proposed products are not added to the Contract Documents by Addendum, the Bidder shall not list such products on his Bid Form. The first listed manufacturer's name indicates the products shown on the Drawings and specified in this Project Manual.

The unqualified right is reserved by the Owner to select the manufacturers of the products if

the Bidder fails to indicate the names of the manufacturers he proposes to furnish, or indicates more than one manufacturer for a particular product, or writes in an unapproved product manufacturer. The additional lined space provided is for the use of any Bidder desiring to bid a product of an unlisted manufacturer which has been approved by Addendum.

LIST OF PRODUCT MANUFACTURERS

<u>(Item)</u>	<u>Check One</u>
<u>Duplex Grinder Pumping System</u>	
Weil Pump Co.	<u>N/A</u>
Peerless	_____
Peabody Barnes	_____
_____	_____
<u>Outdoor Gas Fired Heaters</u>	
ITT Reznor	_____
Hastings Industries	_____
_____	_____
<u>Indoor Gas Fired Heaters</u>	
Hastings Industries	_____
The Trane Co.	_____
<u>REZTOR</u>	_____
_____	_____
<u>Gas Unit Heaters</u>	
ITT Reznor	_____
Hastings Industries	_____
_____	_____
<u>Gas Fired Boiler</u>	
Peerless	_____
_____	_____
<u>Air Conditioning Units</u>	
Trane Co.	_____
Carrier Corp.	_____
_____	_____

Roof Mounted Fans

Penn Ventilator
Greenheck Fan and Ventilator Corp.

✓

Air Cooled Liquid Chiller

Trane Co.
Carrier Corp.

✓

Addenda: The Undersigned acknowledges receipt of the following addenda to the Contract Documents (see Instructions to Bidders regarding Addenda Acknowledgment):

ADDENDUM 1 Dated 9.13.99 ADDENDUM 4 Dated 9.29.99

ADDENDUM 2 Dated 9.17.99 ADDENDUM 5 Dated 10.21.99

ADDENDUM 3 Dated 9.27.99 ADDENDUM 6 Dated 10.22.99

The Undersigned Bidder hereby represents as follows:

7 10.25.99
8 10.27.99
9 1.4.00

(a) that he has visited and carefully examined the site of the work, has made such tests and examinations as he believes necessary to submit a Bid based upon information secured by him independently, and not based on information coming from the Owner, or Engineer, and has carefully examined the Contract Documents;

(b) that no officer, agent, or employee of the NEW HANOVER TOWNSHIP is personally interested, directly or indirectly, in the Bid and the accompanying Contract or the compensation to be paid thereunder;

(c) that this Bid is made without connection with any person, firm or corporation making a Bid for the same work, and is in all respects fair and without collusion or fraud;

(d) that should the NEW HANOVER TOWNSHIP notify the undersigned of its intention to award a contract to the undersigned based on this Bid, including any combination of alternates, additions, deductions, or omissions, indicated or authorized by this Bid Form or the Instructions to Bidders, the undersigned will furnish properly executed Bonds and insurance certificates and will execute the proposed Contract within the time and in the forms and amounts required by the Contract Documents as defined in the Project Manual, and that upon failure, neglect or refusal to do so, he shall forfeit to the Owner the Bid Security accompanying this Bid Form, not as a penalty but as liquidated damages; and

(e) that he intends to be legally bound by the terms of this instrument. The Project Manual and all papers required by it and submitted herewith, form the Contract and all papers made part thereof by its terms, are hereby made part of this Bid.

Dated 1-19, 1999 2000

ATTEST:

Deborah Ann Holb
Secretary/Assistant Secretary

STALWART INC.
Name of Corporation-Contractor

Perry Friz
President/Vice-President

(AFFIX
CORPORATE
SEAL)

WITNESS

(Signature of Individual-Contractor) (SEAL)

Trading and doing business as:

WITNESS

Partnership-Contractor

*By _____ (SEAL)

Partner

By _____ (SEAL)

Partner

By _____ (SEAL)

Partner

*Attach an appropriate authorization evidencing the authority of one general partner to act in behalf of the partnership.

Business Address of Bidder: 2726 Big Rd. P.O. Box 369
FREDERICK Pa. 19435

Telephone Number: (610) 754-8850

FAX Number: (610) 754-7671

Name of Contact Person: Perry Friz

- a. Advertisement For Bids
- b. Instructions To Bidders
- c. Bid Form
- d. Bid Bond
- e. Certificate As To Corporate Principal
- f. Agreement
- g. Performance Bond
- h. Payment Bond
- I. Insurance Requirements
- j. General Conditions
- k. Supplementary Conditions
- l. Specifications
- m. Addenda (if any)
- n. Notice to Proceed, AND
- o. The Drawings

ARTICLE 2. The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed, and that the work shall be substantially completed within Five Hundred Fifty (550) calendar days of such date, and all work shall be completed as determined by the final inspection within Thirty (30) calendar days of substantial completion. Owner may, however, in its sole discretion, for causes for which the Contractor is not responsible and which will delay the completion of the work, extend said times within which the work shall be completed; the granting of such extensions will be subject to all conditions and requirements set forth in the Project Manual.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, that the Project is not substantially completed after the time stipulated above and any extensions granted by the Owner, the Owner may deduct the sum of Five Hundred Dollars (\$500.00) per calendar day from monies due the Contractor, not as a penalty, but as liquidated damages. After the project is substantially completed, the Contractor also agrees that for each calendar day, with the exception of Sundays and legal holidays, that any work shall remain uncompleted after the time stipulated above and any extensions granted by the Owner, the Owner may deduct the sum of Five Hundred Dollars (\$500.00) per calendar day from monies due the Contractor, not as a penalty, but as liquidated damages. Likewise, if the Contractor shall be declared in default, in accordance with the provisions of the Project Manual, the Contractor may be charged liquidated damages in the same amount and manner specified above in this paragraph for the time that any work shall remain uncompleted after the stipulated completion date and any extensions granted by the Owner. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

Liquidated damages pursuant to this Article 2 shall be compensation to the Owner for direct losses due to delay in completion only. Any other provable damages shall continue to be recoverable against the Contractor as the law may provide.

The Contractor agrees to coordinate his work with that performed by all other contractors engaged in separate contracts of this project in such a way as to permit each of the contracts to be completed within the stipulated time. The Contractor agrees to execute his work in such a way as to allow the electrical contractor (engaged in work under a separate contract of this project) to meet his obligation to furnish all necessary electricity to equipment and apparatus provided under this Contract no later than fifteen (15) days before the date stipulated for substantial completion.

The Contractor agrees to coordinate this work with that performed by all other contractors engaged in separate contracts of this project in such a way as to permit each of the contracts to be completed within the stipulated time.

ARTICLE 3. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to additions, deductions, deletions, or alternates noted therein) in accordance with the prices stipulated in the Bid Form, and in the manner provided in Article 4.

ARTICLE 4. Payments to the Contractor shall be made as set forth in Article 10 of the General Conditions.

ARTICLE 5. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title, or interest therein, without written consent of the Owner.

ARTICLE 6. The Engineer shall interpret the Contract Documents and the Engineer's decision shall be final. Except as provided in Article 14, the work shall be subject at any time to the inspection of the Engineer and his authorized assistants to ascertain if the work being performed and the results of the work performed by the Contractor are in conformity with the Contract Documents.

ARTICLE 7. It is agreed that the work in every respect, from the execution of this Contract and during the progress of the work and until issuance of the Completion Certificate shall be under the sole charge of and in the sole care of the Contractor and at his sole risk. He shall properly safeguard against any or all damages or injury (including death) to the public and to his employees and shall alone be responsible for any damage or injury (including death) from his undertaking of the work to any person or persons or thing. The Contractor shall solely and without qualification be responsible for all construction methods and results, for use of equipment and personnel, for the safety of his employees and other persons, for the protection of public and private property, and for compliance with all Local, State, and Federal Laws and regulations in performance of work under this Contract. Neither Owner nor Engineer will have any right to hire or fire, nor any power of supervision, or direction over the construction methods nor over use of equipment or personnel, nor for or over the safety of Contractor's employees and

other persons, nor for or over the protection of public and private property, nor for Contractor's compliance with Local, State, or Federal Laws and regulations in performance of work under this Contract.

ARTICLE 8. The Contractor shall guarantee his work, material and equipment and the other Contract performances, and shall remedy, without cost to the Owner, any defects which may develop therein during a period of one (1) year from the date of the Owner's acceptance of the Certificate of Substantial Completion issued by the Engineer.

ARTICLE 9. The Contractor shall indemnify and save harmless and defend the Owner and Engineer and all their officers, agents, and employees, from all claims, liabilities, suits, judgments, verdicts, actions or proceedings at law or equity of any kind whatsoever arising out of, connected with or caused by any operation or matter in, of, or related to the project which is the subject of this agreement, including among other things, injury to property, and injury to and sickness and death of each and every person or persons whatsoever, including, without limitation, members of the public and officers, agents and employees of the Contractor or any subcontractor, and Contractor shall, if required by the Owner and Engineer, produce evidence of settlement of any such claims, suits, liabilities, judgments, verdicts, actions or proceedings before final payment shall be made by the Owner. Contractor shall defend or cause to be defended all such above described claims, liabilities, judgments, verdicts, suits, actions or proceedings, groundless or not, which may be commenced against Owner or Engineer or their officers, agents and employees, and Contractor shall pay or cause to be paid any and all judgments which may be secured in any such actions, claims, liabilities, judgments, verdicts, proceedings or suits, and Contractor shall defray or cause to be defrayed any and all expenses, including costs and attorney's fees, which may be incurred in or by reason of such actions, claims, liabilities, judgments, verdicts, proceedings or suits.

The provisions of this Article 9, however, shall not impose any duty or obligation on the Contractor to make any indemnification, to hold harmless, to settle, to defend, or to make any payment, to the extent that such indemnification, hold harmless, settlement, defense or payment is prohibited or made void by Act No. 164 of July 9, 1970, of the Pennsylvania Legislature.

ARTICLE 10. In the event of conflict between this Agreement and any of the Contract Documents, the provisions of this Agreement shall govern.

ARTICLE 11. The Contractor represents and warrants to the Owner that:

(a) The Contractor is solvent financially and is experienced in and is competent to perform the work to be performed as provided in Article 1; and

(b) The Contractor is familiar with all federal, state, local or other regulatory laws, ordinances and/or regulations, which, in any manner whatsoever, may affect the work to be performed as provided in Article 1; and

© Temporary and permanent construction which shall be necessary in performance of the work to be performed as provided in Article 1 can be constructed satisfactorily and can be used for the purpose for which it is intended; and that such construction will not injure any person or damage any property; and

(d) The Contractor has examined carefully the Contract Documents, has visited and examined carefully the sites where the work to be performed as provided in Article 1 is to be undertaken, has made such tests and examinations as he believes necessary to submit a bid based upon information secured by him independently and not based on information coming from the Owner or Engineer, and has become familiar, by his own investigations, with all of the various conditions which may affect the performance of such work.

ARTICLE 12. The Contractor agrees that he, and his Subcontractors, will pay each person engaged on the work of this Contract, not less than the minimum wage determination for the applicable described class of work, in accordance with law, as specified by the Commonwealth of Pennsylvania or the United States Government, under any Pennsylvania or Federal law which is made applicable to the project, and by the terms of the Contract Documents or any Addenda thereto including specifically the act entitled the "Pennsylvania Prevailing Wage Act" being Act No. 442 approved August 15, 1961, to which further reference is made in paragraph 4.27 of the General Conditions which are made part hereof.

ARTICLE 13. The Contractor shall comply with all applicable Federal, State and Local laws, rules, regulations, requirements, precautions, orders and decrees.

ARTICLE 14. Regardless of any other provisions in any portion of the Contract Documents, the Engineer shall have no duty to inspect and determine whether the Contractor is complying with Federal, State, and local laws, rules, regulations, requirements, precautions, orders and decrees, and further, neither the Engineer nor the Owner shall have any duty to enforce such laws, rules, regulations, requirements, precautions, orders and decrees.

ARTICLE 15. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Agreement and Contract Documents should be declared contrary to law, then such covenant or covenants, agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of any other provisions of this Agreement and Contract Documents.

ARTICLE 16. It is the intention of the parties to be legally bound by this instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in six copies under seal the day and year first above written.

NEW HANOVER TOWNSHIP
Montgomery County, Pennsylvania

ATTEST:

Allen Gogony

By

[Signature]

Chairman of the Board of Supervisors
(Title)

ATTEST:

Deborah Ann Haebe
Secretary/Assistant Secretary

Stalwart, Inc.
Name of Corporation-Contractor

[Signature]

President/Vice-President

(AFFIX
CORPORATE
SEAL)

WITNESS

(Signature of Individual-Contractor) (SEAL)

Trading and doing business as:

WITNESS

Partnership-Contractor

*By _____ (SEAL)

Partner

By _____ (SEAL)

Partner

By _____ (SEAL)

Partner

*Attach an appropriate authorization evidencing the authority of one general partner to act in behalf of the partnership

Business Address

Of Contractor: 2726 Big Road, P.O. Box 369
Frederick, PA 19435



3 Bid Form & Agreement for Contract Three - Electrical Work Wastewater Treatment Facility August 1999



ceg

Cedarville Engineering Group, LLC

Pottstown, Pennsylvania | Pensacola, Florida

P: 610-705-4500 E: info@CedarvilleEng.com

CedarvilleEng.com

PHILLIPS

PROJECT MANUAL

FOR

WASTEWATER TREATMENT FACILITY

CONTRACT THREE - ELECTRICAL WORK

FOR

**NEW HANOVER TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

AUGUST 1999

ENGINEER'S PROJECT NO. 35053

GANNETT FLEMING, INC.



VALLEY FORGE, PENNSYLVANIA

SECTION 00300

BID FORM

TO: NEW HANOVER TOWNSHIP
2943 North Charlotte Street
Gilbertsville, Pennsylvania 19525-9718

FOR: WASTEWATER TREATMENT FACILITY
CONTRACT THREE - ELECTRICAL WORK

Pursuant to and in compliance with the request for bids on the above captioned work, the undersigned offers to furnish all labor, superintendence, materials, supplies, equipment, plant and other facilities, utilities and all things necessary or proper for, and to perform all work necessary or incidental to the WASTEWATER TREATMENT FACILITY, CONTRACT THREE - ELECTRICAL WORK; complete in every respect, in strict accordance with the Contract Documents as defined in the Project Manual and any future changes therein as provided in the Project Manual, and to perform all other obligations imposed by the Contract Documents for the LUMP SUM PRICE:

TOTAL AMOUNT OF BID \$ 924,777.00 dollars

Additional and extra work, if any, performed in accordance with the Contract Documents, shall be paid for as provided in the Project Manual.

SCHEDULE OF PRODUCT MANUFACTURERS

The Bidder shall indicate by pen and ink check mark the name of ONE manufacturer for each item in the following LIST OF PRODUCT MANUFACTURERS which he proposes to furnish, and subsequently will be required to furnish, provided he is awarded the Contract.

The Bidder is hereby informed, and hereby agrees, that if he proposes to furnish products of manufacturers that are not listed in this Bid Form, he will submit to the Engineer no later than 14 calendar days prior to the date of bid opening, complete pertinent information as required under the SUBSTITUTIONS Article of the Instructions to Bidders. In the event approval is granted for products proposed by the Bidder, all Bidders on the Project will be so notified by Addendum. If proposed products are not added to the Contract Documents by Addendum, the Bidder shall not list such products on his Bid Form. The first listed manufacturer's name indicates the products shown on the Drawings and specified in this Project Manual.

The unqualified right is reserved by the Owner to select the manufacturers of the products if

the Bidder fails to indicate the names of the manufacturers he proposes to furnish, or indicates more than one manufacturer for a particular product, or writes in an unapproved product manufacturer. The additional lined space provided is for the use of any Bidder desiring to bid a product of an unlisted manufacturer which has been approved by Addendum.

LIST OF PRODUCT MANUFACTURERS

<u>(Item)</u>	<u>Check One</u>
<u>Diesel Engine Generator</u>	
Cumming	_____
<input checked="" type="checkbox"/> Caterpillar	<input checked="" type="checkbox"/>
Perkins	_____
_____	_____
<u>Control Centers</u>	
Allen - Bradley	_____
<input checked="" type="checkbox"/> Cutler Hammer	<input checked="" type="checkbox"/>
General Electric	_____
Square D	_____
_____	_____
<u>Variable Frequency Drives</u>	
Allen - Bradley	Delete per Addendum #8 10/27/99
Cutler Hammer	
General Electric	
Square D	
_____	_____

Addenda: The Undersigned acknowledges receipt of the following addenda to the Contract Documents (see Instructions to Bidders regarding Addenda Acknowledgment):

- | | |
|---|---|
| ADDENDUM <u>1</u> Dated <u>9/13/99</u> | ADDENDUM <u>4</u> Dated <u>9/29/99</u> |
| ADDENDUM <u>2</u> Dated <u>9/17/99</u> | ADDENDUM <u>5</u> Dated <u>10/21/99</u> |
| ADDENDUM <u>3</u> Dated <u>9/27/99</u> | ADDENDUM <u>6</u> Dated <u>10/22/99</u> |
| | Addendum <u>7</u> Dated <u>10/25/99</u> |
| <u>The Undersigned Bidder hereby represents as follows:</u> | |
| | Addendum <u>8</u> Dated <u>10/27/99</u> |

(a) that he has visited and carefully examined the site of the work, has made such tests and

examinations as he believes necessary to submit a Bid based upon information secured by him independently, and not based on information coming from the Owner, or Engineer, and has carefully examined the Contract Documents;

(b) that no officer, agent, or employee of the NEW HANOVER TOWNSHIP is personally interested, directly or indirectly, in the Bid and the accompanying Contract or the compensation to be paid thereunder;

(c) that this Bid is made without connection with any person, firm or corporation making a Bid for the same work, and is in all respects fair and without collusion or fraud;

(d) that should the NEW HANOVER TOWNSHIP notify the undersigned of its intention to award a contract to the undersigned based on this Bid, including any combination of alternates, additions, deductions, or omissions, indicated or authorized by this Bid Form or the Instructions to Bidders, the undersigned will furnish properly executed Bonds and insurance certificates and will execute the proposed Contract within the time and in the forms and amounts required by the Contract Documents as defined in the Project Manual, and that upon failure, neglect or refusal to do so, he shall forfeit to the Owner the Bid Security accompanying this Bid Form, not as a penalty but as liquidated damages; and

(e) that he intends to be legally bound by the terms of this instrument.

The Project Manual and all papers required by it and submitted herewith, form the Contract and all papers made part thereof by its terms, are hereby made part of this Bid.

Dated October 28, 1999

ATTEST:

[Signature]
Secretary/Assistant Secretary Treasurer
Glen A. Philips

Philips Brothers Electrical Contractors, Inc
Name of Corporation-Contractor
[Signature]
John L. Philips, President/Vice President
(AFFIX CORPORATE SEAL)

WITNESS

(Signature of Individual-Contractor)

Trading and doing business as:

WITNESS

Partnership-Contractor
*By _____ (SEAL)
Partner
By _____ (SEAL)
Partner
By _____ (SEAL)
Partner

*Attach an appropriate authorization evidencing the authority of one general partner to act in behalf of the partnership.

Business Address of Bidder: 235 Sweet Spring Road
Glenmoore, PA 19343

Telephone Number: (610) 458-8578

FAX Number: (610) 458-8438

Name of Contact Person: Glen A. Philips

SECTION 00500

AGREEMENT

THIS AGREEMENT, entered into this 25th day of April, 2000
by the NEW HANOVER TOWNSHIP, Montgomery County, Pennsylvania, hereinafter called
the OWNER, Party of the First Part, and; A CORPORATION known as Philips Brothers
Electrical Contractors, Inc. organized and existing under the laws of the State of
Pennsylvania

A PARTNERSHIP known as _____
consisting of the following members _____

AN INDIVIDUAL _____
trading as _____

of 235 Sweet Spring Road Street, City of Glenmoore
State of Pennsylvania hereinafter called the CONTRACTOR, Party of the Second Part,

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE 1. The Contractor agrees at its sole expense to furnish all labor,
superintendence, materials, supplies, equipment, plant and other facilities, utilities, and all things
necessary or proper for, and to perform all work necessary or incidental to, and perform all other
obligations imposed by this Contract for the WASTEWATER TREATMENT FACILITY;
CONTRACT THREE - ELECTRICAL WORK.

The work herein called for shall be in strict accordance with the Contract Documents

prepared by Gannett Fleming, Inc., acting as and entitled the Engineer in said Contract, which Contract comprises the following Contract Documents which are made a part hereof:

- a. Advertisement For Bids
- b. Instructions To Bidders
- c. Bid Form
- d. Bid Bond
- e. Certificate As To Corporate Principal
- f. Agreement
- g. Performance Bond
- h. Payment Bond
- i. Insurance Requirements
- j. General Conditions
- k. Supplementary Conditions
- l. Specifications
- m. Addenda (if any)
- n. Notice to Proceed, AND
- o. The Drawings

ARTICLE 2. The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed, and that the work shall be substantially completed within Five Hundred Fifty (550) calendar days of such date, and all work shall be completed as determined by the final inspection within Thirty(30) calendar days of substantial completion. Owner may, however, in its sole discretion, for causes for which the Contractor is not responsible and which will delay the completion of the work, extend said times within which the work shall be completed; the granting of such extensions will be subject to all conditions and requirements set forth in the Project Manual.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, that the Project is not substantially completed after the time stipulated above and any extensions granted by the Owner, the Owner may deduct the sum of Five Hundred Dollars (\$500.00) per calendar day from monies due the Contractor, not as a penalty, but as liquidated damages. After the project is substantially completed, the Contractor also agrees that for each calendar day, with the exception of Sundays and legal holidays, that any work shall remain uncompleted after the time stipulated above and any extensions granted by the Owner, the Owner may deduct the sum of Five Hundred Dollars (\$500.00) per calendar day from monies due the Contractor, not as a penalty, but as liquidated damages. Likewise, if the Contractor shall be declared in default, in accordance with the provisions of the Project Manual, the Contractor may be charged liquidated damages in the same amount and manner specified above in this paragraph for the time that any work shall remain uncompleted after the stipulated completion date and any extensions granted by the Owner. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

Liquidated damages pursuant to this Article 2 shall be compensation to the Owner for

direct losses due to delay in completion only. Any other provable damages shall continue to be recoverable against the Contractor as the law may provide.

The Contractor agrees to coordinate his work with that performed by all other contractors engaged in separate contracts of this project in such a way as to permit each of the contracts to be completed within the stipulated time. The Contractor agrees to execute his work in such a way as to allow the electrical contractor (engaged in work under a separate contract of this project) to meet his obligation to furnish all necessary electricity to equipment and apparatus provided under this Contract no later than fifteen (15) days before the date stipulated for substantial completion.

The Contractor agrees to coordinate his work with that performed by all other contractors engaged in separate contracts of this project, and shall keep them adequately informed as to the necessity for completion of those portions of their work required for him to maintain the necessary progress in his construction for completion of this Contract within the stipulated time. The Contractor agrees to prosecute his work at such rate of progress that will enable him to provide all required electricity to apparatus and equipment provided by all other contractors engaged in work under separate contracts of this project, no later than fifteen (15) calendar days before final day stipulated for substantial completion of the work under this Contract.

ARTICLE 3. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to additions, deductions, deletions, or alternates noted therein) in accordance with the prices stipulated in the Bid Form, and in the manner provided in Article 4.

ARTICLE 4. Payments to the Contractor shall be made as set forth in Article 10 of the General Conditions.

ARTICLE 5. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title, or interest therein, without written consent of the Owner.

ARTICLE 6. The Engineer shall interpret the Contract Documents and the Engineer's decision shall be final. Except as provided in Article 14, the work shall be subject at any time to the inspection of the Engineer and his authorized assistants to ascertain if the work being performed and the results of the work performed by the Contractor are in conformity with the Contract Documents.

ARTICLE 7. It is agreed that the work in every respect, from the execution of this Contract and during the progress of the work and until issuance of the Completion Certificate shall be under the sole charge of and in the sole care of the Contractor and at his sole risk. He shall properly safeguard against any or all damages or injury (including death) to the public and to his employees and shall alone be responsible for any damage or injury (including death) from his undertaking of the work to any person or persons or thing. The Contractor shall solely and without qualification be responsible for all construction methods and results, for use of equipment and personnel, for the safety of his employees and other persons, for the protection of

public and private property, and for compliance with all Local, State, and Federal Laws and regulations in performance of work under this Contract. Neither Owner nor Engineer will have any right to hire or fire, nor any power of supervision, or direction over the construction methods nor over use of equipment or personnel, nor for or over the safety of Contractor's employees and other persons, nor for or over the protection of public and private property, nor for Contractor's compliance with Local, State, or Federal Laws and regulations in performance of work under this Contract.

ARTICLE 8. The Contractor shall guarantee his work, material and equipment and the other Contract performances, and shall remedy, without cost to the Owner, any defects which may develop therein during a period of one (1) year from the date of the Owner's acceptance of the Certificate of Substantial Completion issued by the Engineer.

ARTICLE 9. The Contractor shall indemnify and save harmless and defend the Owner and Engineer and all their officers, agents, and employees, from all claims, liabilities, suits, judgments, verdicts, actions or proceedings at law or equity of any kind whatsoever arising out of, connected with or caused by any operation or matter in, of, or related to the project which is the subject of this agreement, including among other things, injury to property, and injury to and sickness and death of each and every person or persons whatsoever, including, without limitation, members of the public and officers, agents and employees of the Contractor or any subcontractor, and Contractor shall, if required by the Owner and Engineer, produce evidence of settlement of any such claims, suits, liabilities, judgments, verdicts, actions or proceedings before final payment shall be made by the Owner. Contractor shall defend or cause to be defended all such above described claims, liabilities, judgments, verdicts, suits, actions or proceedings, groundless or not, which may be commenced against Owner or Engineer or their officers, agents and employees, and Contractor shall pay or cause to be paid any and all judgments which may be secured in any such actions, claims, liabilities, judgments, verdicts, proceedings or suits, and Contractor shall defray or cause to be defrayed any and all expenses, including costs and attorney's fees, which may be incurred in or by reason of such actions, claims, liabilities, judgments, verdicts, proceedings or suits.

The provisions of this Article 9, however, shall not impose any duty or obligation on the Contractor to make any indemnification, to hold harmless, to settle, to defend, or to make any payment, to the extent that such indemnification, hold harmless, settlement, defense or payment is prohibited or made void by Act No. 164 of July 9, 1970, of the Pennsylvania Legislature.

ARTICLE 10. In the event of conflict between this Agreement and any of the Contract Documents, the provisions of this Agreement shall govern.

ARTICLE 11. The Contractor represents and warrants to the Owner that:

(a) The Contractor is solvent financially and is experienced in and is competent to perform the work to be performed as provided in Article 1; and

(b) The Contractor is familiar with all federal, state, local or other regulatory laws, ordinances and/or regulations, which, in any manner whatsoever, may affect the work to be

performed as provided in Article 1; and

(c) Temporary and permanent construction which shall be necessary in performance of the work to be performed as provided in Article 1 can be constructed satisfactorily and can be used for the purpose for which it is intended; and that such construction will not injure any person or damage any property; and

(d) The Contractor has examined carefully the Contract Documents, has visited and examined carefully the sites where the work to be performed as provided in Article 1 is to be undertaken, has made such tests and examinations as he believes necessary to submit a bid based upon information secured by him independently and not based on information coming from the Owner or Engineer, and has become familiar, by his own investigations, with all of the various conditions which may affect the performance of such work.

ARTICLE 12. The Contractor agrees that he, and his Subcontractors, will pay each person engaged on the work of this Contract, not less than the minimum wage determination for the applicable described class of work, in accordance with law, as specified by the Commonwealth of Pennsylvania or the United States Government, under any Pennsylvania or Federal law which is made applicable to the project, and by the terms of the Contract Documents or any Addenda thereto including specifically the act entitled the "Pennsylvania Prevailing Wage Act" being Act No. 442 approved August 15, 1961, to which further reference is made in paragraph 4.27 of the General Conditions which are made part hereof.

ARTICLE 13. The Contractor shall comply with all applicable Federal, State and Local laws, rules, regulations, requirements, precautions, orders and decrees.

ARTICLE 14. Regardless of any other provisions in any portion of the Contract Documents, the Engineer shall have no duty to inspect and determine whether the Contractor is complying with Federal, State, and local laws, rules, regulations, requirements, precautions, orders and decrees, and further, neither the Engineer nor the Owner shall have any duty to enforce such laws, rules, regulations, requirements, precautions, orders and decrees.

ARTICLE 15. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Agreement and Contract Documents should be declared contrary to law, then such covenant or covenants, agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of any other provisions of this Agreement and Contract Documents.

ARTICLE 16. It is the intention of the parties to be legally bound by this instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in six copies under seal the day and year first above written.

NEW HANOVER TOWNSHIP
Montgomery County, Pennsylvania

ATTEST:

Glen A. Philips

By *[Signature]*
Chairman of the Board of Supervisors
(Title)

ATTEST:

[Signature]
Secretary ~~Assistant Secretary~~ Treasurer
Glen A. Philips

Philips Brothers Electrical Contractors, Inc.
Name of Corporation-Contractor

[Signature]
~~President~~
John L. Philips

(AFFIX
CORPORATE
SEAL)

WITNESS

(SEAL)
(Signature of Individual-Contractor)

Trading and doing business as:

WITNESS

Partnership-Contractor

*By _____ (SEAL)

Partner

By _____ (SEAL)

Partner

By _____ (SEAL)

Partner

*Attach an appropriate authorization evidencing the authority of one general partner to act in behalf of the partnership

Business Address

Of Contractor: 235 Sweet Spring Road

Glenmoore, PA 19343



4 Bid & Agreement for Contract Four - Construction of Interceptor Wastewater Treatment Facility August 1999



ceg

Cedarville Engineering Group, LLC

Pottstown, Pennsylvania | Pensacola, Florida

P: 610-705-4500 E: info@CedarvilleEng.com

CedarvilleEng.com

Wolverine

PROJECT MANUAL

FOR

WASTEWATER TREATMENT FACILITY

**CONTRACT FOUR
CONSTRUCTION OF INTERCEPTOR**

FOR

**NEW HANOVER TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

AUGUST 1999

ENGINEER'S PROJECT NO. 35053

GANNETT FLEMING, INC.



VALLEY FORGE, PENNSYLVANIA

SECTION 00300

BID FORM

TO: NEW HANOVER TOWNSHIP
2943 North Charlotte Street
Gilbertsville, PA 19525-9718

FOR: WASTEWATER TREATMENT FACILITY
CONTRACT FOUR - CONSTRUCTION OF INTERCEPTOR

Pursuant to and in compliance with the request for bids on the above captioned work, the undersigned offers to furnish all labor, superintendence, materials, supplies, equipment, plant and other facilities, utilities and all things necessary or proper for, and to perform all work necessary or incidental to the WASTEWATER TREATMENT FACILITY, CONTRACT FOUR - CONSTRUCTION OF INTERCEPTOR project, complete in every respect, in strict accordance with the Contract Documents as defined in the Project Manual and any future changes therein as provided in the Project Manual, and to perform all other obligations imposed by the Contract Documents for the prices named in the following SCHEDULE OF PRICES:

SCHEDULE OF PRICES

<u>Item Nos.</u>	<u>Item Description</u>	<u>Estimated Quantities</u>	<u>Unit Prices</u>	<u>Total Amount Dollars Cents</u>
<u>Furnishing and Laying Pipe; Items 1:</u>				
1.	30-Inch Ductile Iron Pipe	3,026 Lin. Ft.	\$ <u>77.⁵⁰</u>	\$ <u>234,515.⁰⁰</u>
<u>Unclassified Trench Excavation and Backfill, Including Shoring; Items 2 to 8 Inclusive:</u>				
2.	30-Inch Pipe 0 to 8 Feet Deep	1,788 Lin. Ft.	\$ <u>19.⁸⁰</u>	\$ <u>35,402.⁴⁰</u>
3.	30-Inch Pipe 8 to 10 Feet Deep	903 Lin. Ft.	\$ <u>19.⁸⁰</u>	\$ <u>17,879.⁴⁰</u>

<u>Item Nos.</u>	<u>Item Description</u>	<u>Estimated Quantities</u>	<u>Unit Prices</u>	<u>Total Amount Dollars Cents</u>
4.	30-Inch Pipe 10 to 12 Feet Deep	373 Lin. Ft.	\$ 19. ⁸⁰	\$ 7385. ⁴⁰
5.	30-Inch Pipe 12 to 14 Feet Deep	10 Lin. Ft.	\$ 19. ⁸⁰	\$ 198. ⁰⁰
6.	Unclassified Trench Excavation and Backfill Below Subgrade	5 Cu. Yd.	\$ 19. ⁸⁰	\$ 99. ⁰⁰
7.	Miscellaneous Unclassified Excavation and Backfill	5 Cu. Yd.	\$ 19. ⁸⁰	\$ 99. ⁰⁰
8.	Aggregate Backfill, Complete in Place	1,382 Cu. Yd.	\$ 25. ⁰⁰	\$ 34,550. ⁰⁰
9.	Class B Concrete for Pipe Anchors, Cradles, and Encasement, Complete in Place	5 Cu. Yd.	\$ 435. ⁰⁰	\$ 2,175. ⁰⁰

Construction of Precast Concrete Manholes, Complete in Place;
Items 10 to 15 Inclusive:

10.	5-Foot Diameter Bases	13 Each.	\$ 225. ⁰⁰	\$ 2,925. ⁰⁰
11.	5-Foot Diameter Walls	108 Vert. Ft.	\$ 200. ⁰⁰	\$ 21,600. ⁰⁰
12.	Construction of Outfall Structure, Complete in Place	1 L.S.	\$ 1,790. ⁰⁰	\$ 1,790. ⁰⁰

<u>Item Nos.</u>	<u>Item Description</u>	<u>Estimated Quantities</u>	<u>Unit Prices</u>	<u>Total Amount Dollars Cents</u>
13.	Standard Manhole Frame and Cover Assemblies	11 Each	\$ <u>230.⁰⁰</u>	\$ <u>2530.⁰⁰</u>
14.	Watertight Manhole Frame and Cover Assemblies	2 Each	\$ <u>255.⁰⁰</u>	\$ <u>510.⁰⁰</u>
15.	Connection of Existing Sewers	1 Each	\$ <u>2,565.⁰⁰</u>	\$ <u>2,565.⁰⁰</u>

Temporary and Permanent Pavement Replacement on Roadways and Shoulders;
Items 16 to 17 Inclusive:

16.	5-Inch Bituminous Concrete Base Course	1,128 Sq. Yd.	\$ <u>7.⁰⁰</u>	\$ <u>7896.⁰⁰</u>
17.	1 1/2-Inch Bituminous Concrete Wearing Course, ID-2	1,128 Sq. Yd.	\$ <u>5.⁰⁰</u>	\$ <u>5640.⁰⁰</u>
18.	Shoring Required Left in Place	1 M.B.F.	\$ <u>1.⁰⁰</u>	\$ <u>1.⁰⁰</u>
19.	Allowance for Laboratory Tests	Lump Sum		\$ 200.00

TOTAL AMOUNT OF BID (Sum of Items 1 to 19 Inclusive) \$ 377,960.²⁰

It is understood that the Lump Sum set up for Item 19 is to cover the costs of Laboratory Tests of Materials as defined and specified in Article 4.5 of the General Conditions, and that an equitable adjustment covering an increase or decrease in the amount set up for such cost will be made in the final payment of the Contract.

Estimated Quantities: It is understood that the estimated quantities of the various Unit

Price Items listed in the Bid Form are only approximate and are so listed only as a basis upon which the Owner may evaluate Bids, and the undersigned Bidder further agrees that if the final quantities of the Unit Price Items tabulated above are greater or less than the estimated quantities, he will accept these additions to, or deductions from the Total Amount of Bid as awarded, basing these additions or deductions upon the unit prices shown previously in the SCHEDULE OF PRICES. These additions or deductions will be accepted by the Bidder regardless of the amount of the variations from the estimated quantities, which as stated above, are only approximate and are only for the use of the Owner.

Additional and extra work, if any, performed in accordance with the Contract Documents, shall be paid for as provided in the Project Manual.

Unbalanced Bids: Bidder's presentations in the foregoing schedule of Unit Prices that are obviously unbalanced may be sufficient cause for rejection of the entire Bid, whether or not such Bid is the lowest submitted.

Addenda: The Undersigned acknowledges receipt of the following addenda to the Contract Documents (see Instructions to Bidders regarding Addenda Acknowledgment):

ADDENDUM 1 Dated 9/13/99 ADDENDUM 4 Dated 9/29/99
ADDENDUM 2 Dated 9/17/99 ADDENDUM 5 Dated 10/21/99
ADDENDUM 3 Dated 9/27/99 ADDENDUM 6 Dated 10/22/99
ADDENDUM 7 DATED 10/25/99

The Undersigned Bidder hereby represents as follows:

(a) that he has visited and carefully examined the site of the work, has made such tests and examinations as he believes necessary to submit a Bid based upon information secured by him independently, and not based on information coming from the Owner, or Engineer, and has carefully examined the Contract Documents;

(b) that no officer, agent, or employee of NEW HANOVER TOWNSHIP is personally interested, directly or indirectly, in the Bid and the accompanying Contract or the compensation to be paid thereunder;

(c) that this Bid is made without connection with any person, firm or corporation making a Bid for the same work, and is in all respects fair and without collusion or fraud;

(d) that should NEW HANOVER TOWNSHIP notify the undersigned of its intention to award a contract to the undersigned based on this Bid, including any combination of alternates, additions, deductions, or omissions, indicated or authorized by this Bid Form or the Instructions to Bidders, the undersigned will furnish properly executed Bonds and insurance certificates and will execute the proposed Contract within the time and in the forms and amounts required by the Contract Documents as defined in the Project Manual, and that upon failure, neglect or refusal to do so, he shall forfeit to the Owner the Bid Security accompanying this Bid Form, not as a penalty but as liquidated damages; and

(e) that he intends to be legally bound by the terms of this instrument.

* REMAINDER OF PAGE INTENTIONALLY LEFT BLANK *

The Project Manual and all papers required by it and submitted herewith, form the Contract and all papers made part thereof by its terms are hereby made part of this Bid Form.

Dated October 28, 1999, 19

ATTEST:

Secretary/Assistant Secretary

Name of Corporation-Contractor

[Signature]
President/Vice-President

(AFFIX
CORPORATE
SEAL)

WITNESS

(Signature of Individual-Contractor) (SEAL)

Trading and doing business as:

WITNESS

Partnership-Contractor

*By _____ (SEAL)

Partner

By _____ (SEAL)

Partner

By _____ (SEAL)

Partner

*Attach an appropriate authorization evidencing the authority of one general partner to act in behalf of the partnership.

Business Address of Bidder:

145 PACIFIC DRIVE

QUAKERTOWN, PA 18951

Telephone Number:

(215) 536-7370

FAX Number:

(215) 538-5476

Name of Contact Person:

RICK SMALLEY

SECTION 00500

AGREEMENT

THIS AGREEMENT, entered into this 25th day of April, 2000
by the NEW HANOVER TOWNSHIP, Montgomery County, Pennsylvania, hereinafter called
the OWNER, Party of the First Part, and; A CORPORATION known as Wolverine Constructors,
Inc. organized and existing under the laws of the State of Pennsylvania.

A PARTNERSHIP known as _____
consisting of the following members _____

AN INDIVIDUAL _____
trading as _____

of 145 Pacific Drive Street, City of Quakertown
State of Pennsylvania hereinafter called the CONTRACTOR, Party of the Second Part,

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE 1. The Contractor agrees at its sole expense to furnish all labor, superintendence, materials, supplies, equipment, plant and other facilities, utilities, and all things necessary or proper for, and to perform all work necessary or incidental to, and perform all other obligations imposed by this Contract for the WASTEWATER TREATMENT FACILITY; CONTRACT FOUR - CONSTRUCTION OF INTERCEPTOR.

The work herein called for shall be in strict accordance with the Contract Documents prepared by Gannett Fleming, Inc., acting as and entitled the Engineer in said Contract, which Contract comprises the following Contract Documents which are made a part hereof:

- a. Advertisement For Bids
- b. Instructions To Bidders
- c. Bid Form
- d. Bid Bond
- e. Certificate As To Corporate Principal
- f. Agreement
- g. Performance Bond
- h. Payment Bond
- i. Insurance Requirements
- j. General Conditions
- k. Supplementary Conditions
- l. Specifications
- m. Addenda (if any)
- n. Notice to Proceed, AND
- o. The Drawings

ARTICLE 2. The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed, and that the work shall be substantially completed within Five Hundred Fifty (550) calendar days of such date, and all work shall be completed as determined by the final inspection within Thirty (30) calendar days of substantial completion. Owner may, however, in its sole discretion, for causes for which the Contractor is not responsible and which will delay the completion of the work, extend said times within which the work shall be completed; the granting of such extensions will be subject to all conditions and requirements set forth in the Project Manual.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, that the Project is not substantially completed after the time stipulated above and any extensions granted by the Owner, the Owner may deduct the sum of Five Hundred Dollars (\$500.00) per calendar day from monies due the Contractor, not as a penalty, but as liquidated damages. After the project is substantially completed, the Contractor also agrees that for each calendar day, with the exception of Sundays and legal holidays, that any work shall remain uncompleted after the time stipulated above and any extensions granted by the Owner, the Owner may deduct the sum of Five Hundred Dollars (\$500.00) per calendar day from monies due the Contractor, not as a penalty, but as liquidated damages. Likewise, if the Contractor shall be declared in default, in accordance with the provisions of the Project Manual, the Contractor may be charged liquidated damages in the same amount and manner specified above in this paragraph for the time that any work shall remain uncompleted after the stipulated completion date and any extensions granted by the Owner. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

Liquidated damages pursuant to this Article 2 shall be compensation to the Owner for direct losses due to delay in completion only. Any other provable damages shall continue to be recoverable against the Contractor as the law may provide.

The Contractor agrees to coordinate his work with that performed by all other contractors engaged in separate contracts of this project in such a way as to permit each of the contracts to be completed within the stipulated time. The Contractor agrees to execute his work in such a way as to allow the electrical contractor (engaged in work under a separate contract of this project) to meet his obligation to furnish all necessary electricity to equipment and apparatus provided under this Contract no later than fifteen (15) days before the date stipulated for substantial completion.

The Contractor agrees to coordinate his work with that performed by all other contractors engaged in separate contracts of this project, and shall keep them adequately informed as to the necessity for completion of those portions of their work required for him to maintain the necessary progress in his construction for completion of this Contract within the stipulated time. The Contractor agrees to prosecute his work at such rate of progress that will enable him to provide all required electricity to apparatus and equipment provided by all other contractors engaged in work under separate contracts of this project, no later than fifteen (15) calendar days before final day stipulated for substantial completion of the work under this Contract.

ARTICLE 3. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to additions, deductions, deletions, or alternates noted therein) in accordance with the prices stipulated in the Bid Form, and in the manner provided in Article 4.

ARTICLE 4. Payments to the Contractor shall be made as set forth in Article 10 of the General Conditions.

ARTICLE 5. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title, or interest therein, without written consent of the Owner.

ARTICLE 6. The Engineer shall interpret the Contract Documents and the Engineer's decision shall be final. Except as provided in Article 14, the work shall be subject at any time to the inspection of the Engineer and his authorized assistants to ascertain if the work being performed and the results of the work performed by the Contractor are in conformity with the Contract Documents.

ARTICLE 7. It is agreed that the work in every respect, from the execution of this Contract and during the progress of the work and until issuance of the Completion Certificate shall be under the sole charge of and in the sole care of the Contractor and at his sole risk. He shall properly safeguard against any or all damages or injury (including death) to the public and to his employees and shall alone be responsible for any damage or injury (including death) from his undertaking of the work to any person or persons or thing. The Contractor shall solely and without qualification be responsible for all construction methods and results, for use of equipment and personnel, for the safety of his employees and other persons, for the protection of public and private property, and for compliance with all Local, State, and Federal Laws and regulations in performance of work under this Contract. Neither Owner nor Engineer will have any right to hire or fire, nor any power of supervision, or direction over the construction methods

nor over use of equipment or personnel, nor for or over the safety of Contractor's employees and other persons, nor for or over the protection of public and private property, nor for Contractor's compliance with Local, State, or Federal Laws and regulations in performance of work under this Contract.

ARTICLE 8. The Contractor shall guarantee his work, material and equipment and the other Contract performances, and shall remedy, without cost to the Owner, any defects which may develop therein during a period of one (1) year from the date of the Owner's acceptance of the Certificate of Substantial Completion issued by the Engineer.

ARTICLE 9. The Contractor shall indemnify and save harmless and defend the Owner and Engineer and all their officers, agents, and employees, from all claims, liabilities, suits, judgments, verdicts, actions or proceedings at law or equity of any kind whatsoever arising out of, connected with or caused by any operation or matter in, of, or related to the project which is the subject of this agreement, including among other things, injury to property, and injury to and sickness and death of each and every person or persons whatsoever, including, without limitation, members of the public and officers, agents and employees of the Contractor or any subcontractor, and Contractor shall, if required by the Owner and Engineer, produce evidence of settlement of any such claims, suits, liabilities, judgments, verdicts, actions or proceedings before final payment shall be made by the Owner. Contractor shall defend or cause to be defended all such above described claims, liabilities, judgments, verdicts, suits, actions or proceedings, groundless or not, which may be commenced against Owner or Engineer or their officers, agents and employees, and Contractor shall pay or cause to be paid any and all judgments which may be secured in any such actions, claims, liabilities, judgments, verdicts, proceedings or suits, and Contractor shall defray or cause to be defrayed any and all expenses, including costs and attorney's fees, which may be incurred in or by reason of such actions, claims, liabilities, judgments, verdicts, proceedings or suits.

The provisions of this Article 9, however, shall not impose any duty or obligation on the Contractor to make any indemnification, to hold harmless, to settle, to defend, or to make any payment, to the extent that such indemnification, hold harmless, settlement, defense or payment is prohibited or made void by Act No. 164 of July 9, 1970, of the Pennsylvania Legislature.

ARTICLE 10. In the event of conflict between this Agreement and any of the Contract Documents, the provisions of this Agreement shall govern.

ARTICLE 11. The Contractor represents and warrants to the Owner that:

(a) The Contractor is solvent financially and is experienced in and is competent to perform the work to be performed as provided in Article 1; and

(b) The Contractor is familiar with all federal, state, local or other regulatory laws, ordinances and/or regulations, which, in any manner whatsoever, may affect the work to be performed as provided in Article 1; and

(c) Temporary and permanent construction which shall be necessary in performance of the

work to be performed as provided in Article 1 can be constructed satisfactorily and can be used for the purpose for which it is intended; and that such construction will not injure any person or damage any property; and

(d) The Contractor has examined carefully the Contract Documents, has visited and examined carefully the sites where the work to be performed as provided in Article 1 is to be undertaken, has made such tests and examinations as he believes necessary to submit a bid based upon information secured by him independently and not based on information coming from the Owner or Engineer, and has become familiar, by his own investigations, with all of the various conditions which may affect the performance of such work.

ARTICLE 12. The Contractor agrees that he, and his Subcontractors, will pay each person engaged on the work of this Contract, not less than the minimum wage determination for the applicable described class of work, in accordance with law, as specified by the Commonwealth of Pennsylvania or the United States Government, under any Pennsylvania or Federal law which is made applicable to the project, and by the terms of the Contract Documents or any Addenda thereto including specifically the act entitled the "Pennsylvania Prevailing Wage Act" being Act No. 442 approved August 15, 1961, to which further reference is made in paragraph 4.27 of the General Conditions which are made part hereof.

ARTICLE 13. The Contractor shall comply with all applicable Federal, State and Local laws, rules, regulations, requirements, precautions, orders and decrees.

ARTICLE 14. Regardless of any other provisions in any portion of the Contract Documents, the Engineer shall have no duty to inspect and determine whether the Contractor is complying with Federal, State, and local laws, rules, regulations, requirements, precautions, orders and decrees, and further, neither the Engineer nor the Owner shall have any duty to enforce such laws, rules, regulations, requirements, precautions, orders and decrees.

ARTICLE 15. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Agreement and Contract Documents should be declared contrary to law, then such covenant or covenants, agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of any other provisions of this Agreement and Contract Documents.

ARTICLE 16. It is the intention of the parties to be legally bound by this instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in six copies under seal the day and year first above written.

NEW HANOVER TOWNSHIP
Montgomery County, Pennsylvania

ATTEST:

C. Allen Grogans

By [Signature]
Chairman of the Board of Supervisors
(Title)

ATTEST:

[Signature]
Secretary/Assistant Secretary

Wolverine Constructors, Inc.
Name of Corporation/Contractor

[Signature]
President/Vice-President



WITNESS

(SEAL)
(Signature of Individual-Contractor)

Trading and doing business as:

WITNESS

Partnership-Contractor
*By _____ (SEAL)
Partner
By _____ (SEAL)
Partner
By _____ (SEAL)
Partner

*Attach an appropriate authorization evidencing the authority of one general partner to act in behalf of the partnership

Business Address
Of Contractor: 145 Pacific Drive
Quakertown, PA 18951



7 Bid Form & Agreement for Contract Year One - General Construction Wastewater Treatment Expansion June 2006



Cedarville Engineering Group, LLC

Pottstown, Pennsylvania | Pensacola, Florida

P: 610-705-4500 E: info@CedarvilleEng.com

CedarvilleEng.com

PROJECT MANUAL

FOR

**NEW HANOVER WASTEWATER TREATMENT
FACILITY EXPANSION**

**CONTRACT ONE
GENERAL CONSTRUCTION**

FOR

**NEW HANOVER TOWNSHIP AUTHORITY
MONTGOMERY COUNTY
PENNSYLVANIA**

JUNE 2006

ENGINEER'S PROJECT NO. 44681



Gannett Fleming

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00410 - BID FORM

TO: NEW HANOVER TOWNSHIP AUTHORITY, OWNER

FOR: NEW HANOVER WASTEWATER TREATMENT FACILITY EXPANSION;
CONTRACT ONE – GENERAL CONSTRUCTION

Pursuant to and in compliance with the Advertisement for Bids for the New Hanover Wastewater Treatment Facility Expansion, the undersigned Bidder offers to furnish all labor, superintendence, materials, supplies, equipment, plant, and other facilities, utilities and all things necessary or proper for, and to perform all work (as defined in the General Conditions) necessary or incidental to New Hanover Wastewater Treatment Facility Expansion; Contract One – General Construction, complete in every respect, in strict accordance with the Contract Documents (as defined in the General Conditions) and any future changes therein as provided in the Project Manual, and to perform all other obligations imposed by the Contract Documents for the following Lump Sum Prices:

Item No. 1 Oxidation Ditches No. 1, 2, 3, and 4 Equipment Supplied by
 Kruger, Inc., Complete;
 LUMP SUM PRICE (\$ 913,300.00) Dollars

Item No. 2 Ultraviolet Disinfection System Equipment Supplied By Trojan
 Technologies, Inc., Complete:
 LUMP SUM PRICE (\$ 205,900.00) Dollars

Item No. 3 All Other Work Of The Contract Not Itemized In This Bid Form, Complete;
 LUMP SUM PRICE (\$ 7,513,800.00) Dollars

TOTAL BID AMOUNT (\$ 8,633,000.00) Dollars
(Sum of Lump Sum Prices of Items No. 1 though No. 3)

Additional and extra work, if any, performed in accordance with the Contract Documents, shall be paid for as provided in the Project Manual.

Addenda: The undersigned Bidder acknowledges receipt of the following Addenda to the Contract Documents (see Instructions to Bidders regarding Addenda Acknowledgment):

ADDENDUM 1 Dated 7/01/06 ADDENDUM Dated

ADDENDUM 2 Dated 7/19/06 ADDENDUM Dated

ADDENDUM 3 Dated 7/21/06 ADDENDUM Dated

The Undersigned Bidder hereby represents as follows:

(a) That such Bidder has visited and carefully examined the site of the work, has made such tests and examinations as believed necessary to submit a Bid based upon information secured independently by such Bidder, and not based solely on information coming from the Owner, or Engineer, and has carefully examined the Contract Documents; and

(b) That no officer, agent, or employee of the Owner is personally interested, directly or indirectly, in the Bid and the accompanying Contract or the compensation to be paid thereunder; and

(c) That this Bid is made without connection with any person, firm or corporation making a Bid for the same work, and is in all respects fair and without collusion or fraud; and

(d) That should the Owner notify the undersigned Bidder of its intention to award a Contract to the undersigned Bidder based on this Bid, the undersigned Bidder will furnish properly executed Bonds and insurance certificates and will execute the proposed Contract within the time and in the forms and amounts required by the Contract Documents (as defined in the General Conditions), and that upon failure, neglect or refusal to do so, shall forfeit to the Owner the Bid Security accompanying this Bid Form, not as a penalty but as liquidated damages; and

(e) That undersigned Bidder intends to be legally bound by the terms of this instrument.

The Project Manual, the Drawings, and all papers required by item and submitted herewith, form the Contract and all papers made part thereof by its terms, are hereby made part of this Bid.

Dated July 25, 2006

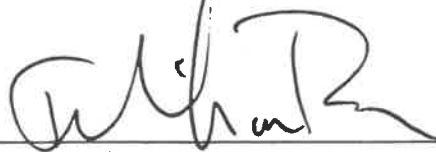
THIS SPACE INTENTIONALLY BLANK

ATTEST:



Secretary/Assistant Secretary
Lewis D. Ronca

Michael F. Ronca & Sons, Inc.
Name of Corporation-Contractor



(AFFIX
CORPORATE
SEAL)

President/Vice-President
Frederick M. Ronca

WITNESS

(Signature of Individual-Contractor) (SEAL)

Trading and doing business as:

WITNESS

Partnership-Contractor

*By: _____ (SEAL)

Partner

*By: _____ (SEAL)

Partner

*By: _____ (SEAL)

Partner

*Attach an appropriate authorization evidencing the authority of one general partner to act in behalf of the Partnership.

Business Address of Bidder: 179 Mikron Road
Bethlehem, PA 18020

Telephone Number: (610) 759-5100

Fax Number: (610) 746-0974

Electronic Mail Address: daronca@mfronca.com

Name of Contact Person: David A. Ronca

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00500 - AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2006,
by NEW HANOVER TOWNSHIP AUTHORITY Montgomery County, Pennsylvania,
hereinafter called the OWNER, Party of the First Part, and;

A CORPORATION known as Michael F. Ronca & Sons, Inc.
organized and existing under the laws of the State or Commonwealth of Pennsylvania

A PARTNERSHIP known as _____
consisting of the following members _____

AN INDIVIDUAL _____
trading as _____

of 179 Mikron Road, Bethlehem, PA 19020

hereinafter called the CONTRACTOR, Party of the Second Part,

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE 1. The Contractor agrees at its sole expense to furnish all labor, superintendence, materials, supplies, equipment, plant and other facilities, utilities, and all things necessary or proper for, and to perform all work necessary or incidental to, and perform all other obligations imposed by this Contract for the NEW HANOVER WASTEWATER TREATMENT FACILITY EXPANSION; CONTRACT ONE – GENERAL CONSTRUCTION.

The work herein called for shall be in strict accordance with the Contract Documents prepared by Gannett Fleming, Inc., acting as and entitled the Engineer in said Contract, which Contract comprises the following Contract Documents which are made a part hereof:

- a. Advertisement For Bids
- b. Instructions To Bidders
- c. Bid Form
- d. Bid Bond
- e. Certificate As To Corporate Principal
- f. Agreement
- g. Performance Bond
- h. Payment Bond
- i. Insurance Requirements
- j. General Conditions
- k. Supplementary Conditions
- l. Specifications
- m. Addenda (if any)
- n. Notice to Proceed, and
- o. Drawings

ARTICLE 2. The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed, and that the work shall be substantially completed within FOUR HUNDRED SIXTY (460) calendar days of such date, and all work shall be completed as determined by the final inspection within THIRTY (30) calendar days of substantial completion.

Owner may, however, in its sole discretion, for causes for which the Contractor is not responsible and which will delay the completion of the work, extend said times within which the work shall be completed; the granting of such extensions will be subject to all conditions and requirements set forth in the Project Manual.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, that the Project is not substantially completed after the time stipulated above and any extensions granted by the Owner, the Owner may deduct the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1500.00) per calendar day from monies due the Contractor, not as a penalty, but as liquidated damages. After the Project is substantially completed, the Contractor also agrees that for each calendar day, with the exception of Sundays and legal holidays, that any work shall remain uncompleted after the time stipulated above and any extensions granted by the Owner, the Owner may deduct the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1500.00) per calendar day from monies due the Contractor, not as a penalty, but as liquidated damages. Likewise, if the Contractor shall be declared in default, in accordance with the provisions of the Project Manual, the Contractor may be charged liquidated damages in the same amount and manner specified above in this paragraph for the time that any work shall remain uncompleted after the stipulated completion date and any extensions granted by the Owner. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

Liquidated damages pursuant to this Article 2 shall be compensation to the Owner for direct losses due to delay in completion only. Any other provable damages shall continue to be recoverable against the Contractor as the law may provide.

The Contractor agrees to coordinate his work with that performed by all other Contractors engaged in separate Contracts of this Project in such a way as to permit each of the Contracts to be completed within the stipulated time.

ARTICLE 3. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to additions, deductions, deletions, or alternates noted therein) in accordance with the prices stipulated in the Bid Form, and in the manner provided in Article 4.

ARTICLE 4. Payments to the Contractor shall be made as set forth in Article 10 of the General Conditions.

ARTICLE 5. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title, or interest therein, without written consent of the Owner.

ARTICLE 6. The Engineer shall interpret the Contract Documents and the Engineer's decision shall be final. Except as provided in Article 14, the work shall be subject at any time to the inspection of the Engineer and his authorized assistants to ascertain if the work being performed and the results of the work performed by the Contractor are in conformity with the Contract Documents.

ARTICLE 7. It is agreed that the work in every respect, from the execution of this Contract and during the progress of the work and until issuance of the Completion Certificate shall be under the sole charge of and in the sole care of the Contractor and at his sole risk. He shall properly safeguard against any or all damages or injury (including death) to the public and to his employees and shall alone be responsible for any damage or injury (including death) from his undertaking of the work to any person or persons or thing. The Contractor shall solely and without qualification be responsible for all construction methods and results, for use of equipment and personnel, for the safety of his employees and other persons, for the protection of public and private property, and for compliance with all Local, State, and Federal Laws and regulations in performance of work under this Contract. Neither Owner nor Engineer will have any right to hire or fire, nor any power of supervision, or direction over the construction methods nor over use of equipment or personnel, nor for or over the safety of Contractor's employees and other persons, nor for or over the protection of public and private property, nor for Contractor's compliance with local, state, or federal laws and regulations in performance of work under this Contract.

ARTICLE 8. The Contractor shall guarantee his work, material and equipment and the other Contract performances, and shall remedy, without cost to the Owner, any defects which

may develop therein during a period of one (1) year from the date of the Owner's acceptance of the Certificate of Substantial Completion issued by the Engineer.

ARTICLE 9. The Contractor shall indemnify and save harmless and defend the Owner and Engineer and all their officers, agents, and employees, from all claims, liabilities, suits, judgments, verdicts, actions or proceedings at law or equity of any kind whatsoever arising out of, connected with or caused by any operation or matter in, of, or related to the Project which is the subject of this agreement, including among other things, injury to property, and injury to and sickness and death of each and every person or persons whatsoever, including, without limitation, members of the public and officers, agents and employees of the Contractor or any subcontractor, and the Contractor shall, if required by the Owner and Engineer, produce evidence of settlement of any such claims, suits, liabilities, judgments, verdicts, actions, or proceedings before final payment shall be made by the Owner. The Contractor shall defend or cause to be defended all such above described claims, liabilities, judgments, verdicts, suits, actions, or proceedings, groundless or not, which may be commenced against Owner or Engineer or their officers, agents and employees, and the Contractor shall pay or cause to be paid any and all judgments which may be secured in any such actions, claims, liabilities, judgments, verdicts, proceedings or suits, and the Contractor shall defray or cause to be defrayed any and all expenses, including costs and attorney's fees, which may be incurred in or by reason of such actions, claims, liabilities, judgments, verdicts, proceedings or suits.

The provisions of this Article 9, however, shall not impose any duty or obligation on the Contractor to make any indemnification, to hold harmless, to settle, to defend, or to make any payment, to the extent that such indemnification, hold harmless, settlement, defense or payment is prohibited or made void by Act No. 164 of July 9, 1970, of the Pennsylvania Legislature.

ARTICLE 10. In the event of conflict between this Agreement and any of the Contract Documents, the provisions of this Agreement shall govern.

ARTICLE 11. The Contractor represents and warrants to the Owner that:

(a) The Contractor is solvent financially and is experienced in and is competent to perform the work to be performed as provided in Article 1; and

(b) The Contractor is familiar with all federal, state, local or other regulatory laws, ordinances and/or regulations, which, in any manner whatsoever, may affect the work to be performed as provided in Article 1; and

(c) Temporary and permanent construction which shall be necessary in performance of the work to be performed as provided in Article 1 can be constructed satisfactorily and can be used for the purpose for which it is intended; and that such construction will not injure any person or damage any property; and

(d) The Contractor has examined carefully the Contract Documents, has visited and examined carefully the sites where the work to be performed as provided in Article 1 is to be

undertaken, has made such tests and examinations as he believes necessary to submit a bid based upon information secured by him independently and not based on information coming from the Owner or Engineer, and has become familiar, by his own investigations, with all of the various conditions which may affect the performance of such work.

ARTICLE 12. The Contractor agrees that he, and his subcontractors, will pay each person engaged on the work of this Contract, not less than the minimum wage determination for the applicable described class of work, in accordance with law, as specified by the Commonwealth of Pennsylvania or the United States Government, under any Pennsylvania or federal law which is made applicable to the Project, and by the terms of the Contract Documents or any Addenda thereto including specifically the U. S. Department of Labor Federal Wage Determination Decision(s).

ARTICLE 13. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, requirements, precautions, orders and decrees.

ARTICLE 14. Regardless of any other provisions in any portion of the Contract Documents, the Engineer shall have no duty to inspect and determine whether the Contractor is complying with federal, state, and local laws, rules, regulations, requirements, precautions, orders, and decrees, and further, neither the Engineer nor the Owner shall have any duty to enforce such laws, rules, regulations, requirements, precautions, orders, and decrees.

ARTICLE 15. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Agreement and Contract Documents should be declared contrary to law, then such covenant or covenants, agreement, or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of any other provisions of this Agreement and Contract Documents.

ARTICLE 16. It is the intention of the parties to be legally bound by this instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in six copies under seal the day and year first above written.

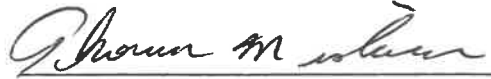
NEW HANOVER TOWNSHIP AUTHORITY, Montgomery County, Pennsylvania

ATTEST:



Edward C. Wagner

By:



Chairman of Authority
(Title)

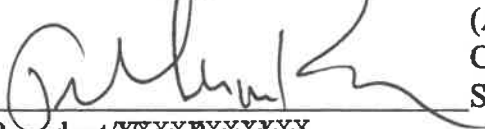
ATTEST:



Secretary/~~Assistant Secretary~~
Lewis D. Ronca

Michael F. Ronca & Sons, Inc.

Name of Corporation-Contractor



(AFFIX)
CORPORATE
SEAL)

President/~~Vice-President~~
Frederick M. Ronca

WITNESS

(SEAL)
(Signature of Individual-Contractor)

Trading and doing business as:

WITNESS

Partnership-Contractor

*By: _____ (SEAL)

Partner

*By: _____ (SEAL)

Partner

*By: _____ (SEAL)

Partner

*Attach an appropriate authorization evidencing authority of one general partner to act in behalf of the Partnership

Business Address
Of Contractor:

179 Mikron Road

Bethlehem, PA 18020



8 Bid Form & Agreement for Contract Year Two - Mechanical Construction Wastewater Treatment Expansion June 2006



ceg

Cedarville Engineering Group, LLC

Pottstown, Pennsylvania | Pensacola, Florida

P: 610-705-4500 E: info@CedarvilleEng.com

CedarvilleEng.com

PROJECT MANUAL

FOR

**NEW HANOVER WASTEWATER TREATMENT
FACILITY EXPANSION**

**CONTRACT THREE
MECHANICAL CONSTRUCTION**

FOR

**NEW HANOVER TOWNSHIP AUTHORITY
MONTGOMERY COUNTY
PENNSYLVANIA**

JUNE 2006

ENGINEER'S PROJECT NO. 44681



Gannett Fleming

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00410 - BID FORM

TO: NEW HANOVER TOWNSHIP AUTHORITY, OWNER

FOR: NEW HANOVER WASTEWATER TREATMENT FACILITY EXPANSION;
CONTRACT THREE – MECHANICAL CONSTRUCTION

Pursuant to and in compliance with the Advertisement for Bids for the New Hanover Wastewater Treatment Facility Expansion, the undersigned Bidder offers to furnish all labor, superintendence, materials, supplies, equipment, plant, and other facilities, utilities and all things necessary or proper for, and to perform all work (as defined in the General Conditions) necessary or incidental to New Hanover Wastewater Treatment Facility Expansion; Contract Three – Mechanical Construction, complete in every respect, in strict accordance with the Contract Documents (as defined in the General Conditions) and any future changes therein as provided in the Project Manual, and to perform all other obligations imposed by the Contract Documents for the following Lump Sum Price:

TOTAL BID AMOUNT (\$ 147,600.⁰⁰/100) Dollars

Additional and extra work, if any, performed in accordance with the Contract Documents, shall be paid for as provided in the Project Manual.

Addenda: The undersigned Bidder acknowledges receipt of the following Addenda to the Contract Documents (see Instructions to Bidders regarding Addenda Acknowledgment):

ADDENDUM _____ Dated _____ ADDENDUM _____ Dated _____

ADDENDUM _____ Dated _____ ADDENDUM _____ Dated _____

ADDENDUM _____ Dated _____ ADDENDUM _____ Dated _____

The Undersigned Bidder hereby represents as follows:

(a) That such Bidder has visited and carefully examined the site of the work, has made such tests and examinations as believed necessary to submit a Bid based upon information secured independently by such Bidder, and not based solely on information coming from the Owner, or

Engineer, and has carefully examined the Contract Documents; and

(b) That no officer, agent, or employee of the Owner is personally interested, directly or indirectly, in the Bid and the accompanying Contract or the compensation to be paid thereunder; and

(c) That this Bid is made without connection with any person, firm or corporation making a Bid for the same work, and is in all respects fair and without collusion or fraud; and

(d) That should the Owner notify the undersigned Bidder of its intention to award a Contract to the undersigned Bidder based on this Bid, the undersigned Bidder will furnish properly executed Bonds and insurance certificates and will execute the proposed Contract within the time and in the forms and amounts required by the Contract Documents (as defined in the General Conditions), and that upon failure, neglect or refusal to do so, shall forfeit to the Owner the Bid Security accompanying this Bid Form, not as a penalty but as liquidated damages; and

(e) That undersigned Bidder intends to be legally bound by the terms of this instrument.

The Project Manual, the Drawings, and all papers required by item and submitted herewith, form the Contract and all papers made part thereof by its terms, are hereby made part of this Bid.

Dated August 16, 2006

THIS SPACE INTENTIONALLY BLANK

ATTEST:

Denise D. Rogers
Secretary/~~Assistant Secretary~~
Denise D. Rogers

N.B. Rogers, Inc.
Name of Corporation-Contractor

[Signature] (AFFIX
CORPORATE
SEAL)
~~Vice President~~
President/
Nicholas B. Rogers

WITNESS

(Signature of Individual-Contractor) SEAL)

Trading and doing business as:

WITNESS

Partnership-Contractor
*By: _____ (SEAL)
Partner
*By: _____ (SEAL)
Partner
*By: _____ (SEAL)
Partner

*Attach an appropriate authorization evidencing the authority of one general partner to act in behalf of the Partnership.

Business Address 311 County Line Rd., Suite 31
of Bidder: Gilbertsville, PA 19525

Telephone Number: (610) 473-0600

Fax Number: (610) 473-0608

Electronic Mail Address: nbrogers@dejazzd.com

Name of Contact Person: Nick Rogers

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00500 - AGREEMENT

THIS AGREEMENT, entered into this 21 day of February, 2007,

by NEW HANOVER TOWNSHIP AUTHORITY Montgomery County, Pennsylvania,

hereinafter called the OWNER, Party of the First Part, and;

A CORPORATION known as N.B. Rogers, Inc.

organized and existing under the laws of the State or Commonwealth of Pennsylvania.

A PARTNERSHIP known as _____

consisting of the following members _____

AN INDIVIDUAL _____

trading as _____

of 311 County Line Road, Suite 31, Gilbertsville, PA 19525

hereinafter called the CONTRACTOR, Party of the Second Part,

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE 1. The Contractor agrees at its sole expense to furnish all labor, superintendence, materials, supplies, equipment, plant and other facilities, utilities, and all things necessary or proper for, and to perform all work necessary or incidental to, and perform all other obligations imposed by this Contract for the NEW HANOVER WASTEWATER TREATMENT FACILITY EXPANSION; CONTRACT THREE – MECHANICAL CONSTRUCTION.

The work herein called for shall be in strict accordance with the Contract Documents prepared by Gannett Fleming, Inc., acting as and entitled the Engineer in said Contract, which Contract comprises the following Contract Documents which are made a part hereof:

- a. Advertisement For Bids
- b. Instructions To Bidders
- c. Bid Form
- d. Bid Bond
- e. Certificate As To Corporate Principal
- f. Agreement
- g. Performance Bond
- h. Payment Bond
- i. Insurance Requirements
- j. General Conditions
- k. Supplementary Conditions
- l. Specifications
- m. Addenda (if any)
- n. Notice to Proceed, and
- o. Drawings

ARTICLE 2. The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed, and that the work shall be substantially completed within FOUR HUNDRED SIXTY (460) calendar days of such date, and all work shall be completed as determined by the final inspection within THIRTY (30) calendar days of substantial completion.

Owner may, however, in its sole discretion, for causes for which the Contractor is not responsible and which will delay the completion of the work, extend said times within which the work shall be completed; the granting of such extensions will be subject to all conditions and requirements set forth in the Project Manual.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, that the Project is not substantially completed after the time stipulated above and any extensions granted by the Owner, the Owner may deduct the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1500.00) per calendar day from monies due the Contractor, not as a penalty, but as liquidated damages. After the Project is substantially completed, the Contractor also agrees that for each calendar day, with the exception of Sundays and legal holidays, that any work shall remain uncompleted after the time stipulated above and any extensions granted by the Owner, the Owner may deduct the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1500.00) per calendar day from monies due the Contractor, not as a penalty, but as liquidated damages. Likewise, if the Contractor shall be declared in default, in accordance with the provisions of the Project Manual, the Contractor may be charged liquidated damages in the same amount and manner specified above in this paragraph for the time that any work shall remain uncompleted after the stipulated completion date and any extensions granted by the Owner. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

Liquidated damages pursuant to this Article 2 shall be compensation to the Owner for direct losses due to delay in completion only. Any other provable damages shall continue to be recoverable against the Contractor as the law may provide.

The Contractor agrees to coordinate his work with that performed by all other Contractors engaged in separate Contracts of this Project in such a way as to permit each of the Contracts to be completed within the stipulated time.

ARTICLE 3. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to additions, deductions, deletions, or alternates noted therein) in accordance with the prices stipulated in the Bid Form, and in the manner provided in Article 4.

ARTICLE 4. Payments to the Contractor shall be made as set forth in Article 10 of the General Conditions.

ARTICLE 5. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title, or interest therein, without written consent of the Owner.

ARTICLE 6. The Engineer shall interpret the Contract Documents and the Engineer's decision shall be final. Except as provided in Article 14, the work shall be subject at any time to the inspection of the Engineer and his authorized assistants to ascertain if the work being performed and the results of the work performed by the Contractor are in conformity with the Contract Documents.

ARTICLE 7. It is agreed that the work in every respect, from the execution of this Contract and during the progress of the work and until issuance of the Completion Certificate shall be under the sole charge of and in the sole care of the Contractor and at his sole risk. He shall properly safeguard against any or all damages or injury (including death) to the public and to his employees and shall alone be responsible for any damage or injury (including death) from his undertaking of the work to any person or persons or thing. The Contractor shall solely and without qualification be responsible for all construction methods and results, for use of equipment and personnel, for the safety of his employees and other persons, for the protection of public and private property, and for compliance with all Local, State, and Federal Laws and regulations in performance of work under this Contract. Neither Owner nor Engineer will have any right to hire or fire, nor any power of supervision, or direction over the construction methods nor over use of equipment or personnel, nor for or over the safety of Contractor's employees and other persons, nor for or over the protection of public and private property, nor for Contractor's compliance with local, state, or federal laws and regulations in performance of work under this Contract.

ARTICLE 8. The Contractor shall guarantee his work, material and equipment and the other Contract performances, and shall remedy, without cost to the Owner, any defects which

may develop therein during a period of one (1) year from the date of the Owner's acceptance of the Certificate of Substantial Completion issued by the Engineer.

ARTICLE 9. The Contractor shall indemnify and save harmless and defend the Owner and Engineer and all their officers, agents, and employees, from all claims, liabilities, suits, judgments, verdicts, actions or proceedings at law or equity of any kind whatsoever arising out of, connected with or caused by any operation or matter in, of, or related to the Project which is the subject of this agreement, including among other things, injury to property, and injury to and sickness and death of each and every person or persons whatsoever, including, without limitation, members of the public and officers, agents and employees of the Contractor or any subcontractor, and the Contractor shall, if required by the Owner and Engineer, produce evidence of settlement of any such claims, suits, liabilities, judgments, verdicts, actions, or proceedings before final payment shall be made by the Owner. The Contractor shall defend or cause to be defended all such above described claims, liabilities, judgments, verdicts, suits, actions, or proceedings, groundless or not, which may be commenced against Owner or Engineer or their officers, agents and employees, and the Contractor shall pay or cause to be paid any and all judgments which may be secured in any such actions, claims, liabilities, judgments, verdicts, proceedings or suits, and the Contractor shall defray or cause to be defrayed any and all expenses, including costs and attorney's fees, which may be incurred in or by reason of such actions, claims, liabilities, judgments, verdicts, proceedings or suits.

The provisions of this Article 9, however, shall not impose any duty or obligation on the Contractor to make any indemnification, to hold harmless, to settle, to defend, or to make any payment, to the extent that such indemnification, hold harmless, settlement, defense or payment is prohibited or made void by Act No. 164 of July 9, 1970, of the Pennsylvania Legislature.

ARTICLE 10. In the event of conflict between this Agreement and any of the Contract Documents, the provisions of this Agreement shall govern.

ARTICLE 11. The Contractor represents and warrants to the Owner that:

(a) The Contractor is solvent financially and is experienced in and is competent to perform the work to be performed as provided in Article 1; and

(b) The Contractor is familiar with all federal, state, local or other regulatory laws, ordinances and/or regulations, which, in any manner whatsoever, may affect the work to be performed as provided in Article 1; and

(c) Temporary and permanent construction which shall be necessary in performance of the work to be performed as provided in Article 1 can be constructed satisfactorily and can be used for the purpose for which it is intended; and that such construction will not injure any person or damage any property; and

(d) The Contractor has examined carefully the Contract Documents, has visited and examined carefully the sites where the work to be performed as provided in Article 1 is to be

undertaken, has made such tests and examinations as he believes necessary to submit a bid based upon information secured by him independently and not based on information coming from the Owner or Engineer, and has become familiar, by his own investigations, with all of the various conditions which may affect the performance of such work.

ARTICLE 12. The Contractor agrees that he, and his subcontractors, will pay each person engaged on the work of this Contract, not less than the minimum wage determination for the applicable described class of work, in accordance with law, as specified by the Commonwealth of Pennsylvania or the United States Government, under any Pennsylvania or federal law which is made applicable to the Project, and by the terms of the Contract Documents or any Addenda thereto including specifically the U. S. Department of Labor Federal Wage Determination Decision(s).

ARTICLE 13. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, requirements, precautions, orders and decrees.

ARTICLE 14. Regardless of any other provisions in any portion of the Contract Documents, the Engineer shall have no duty to inspect and determine whether the Contractor is complying with federal, state, and local laws, rules, regulations, requirements, precautions, orders, and decrees, and further, neither the Engineer nor the Owner shall have any duty to enforce such laws, rules, regulations, requirements, precautions, orders, and decrees.

ARTICLE 15. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Agreement and Contract Documents should be declared contrary to law, then such covenant or covenants, agreement, or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of any other provisions of this Agreement and Contract Documents.

ARTICLE 16. It is the intention of the parties to be legally bound by this instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in six copies under seal the day and year first above written.

NEW HANOVER TOWNSHIP AUTHORITY, Montgomery County,
Pennsylvania

ATTEST:

By: Thomas M. ...
Chairman
(Title)

ATTEST:

Emily Rogers
~~Secretary~~ Assistant Secretary

N.B. Rogers, Inc.
Name of Corporation-Contractor
[Signature] (AFFIX)
CORPORATE
SEAL)
~~President~~ Vice-President

WITNESS

(SEAL)
(Signature of Individual-Contractor)

Trading and doing business as:

WITNESS

Partnership-Contractor
*By: _____ (SEAL)
Partner
*By: _____ (SEAL)
Partner
*By: _____ (SEAL)
Partner

*Attach an appropriate authorization evidencing authority of one general partner to act in behalf of the Partnership

Business Address 311 County Line Road, Suite 31
Of Contractor: Gilbertsville, PA 19525



9 Bid Form & Agreement for Contract Three - Electrical Construction Wastewater Treatment Expansion June 2006



Cedarville Engineering Group, LLC

Pottstown, Pennsylvania | Pensacola, Florida

P: 610-705-4500 E: info@CedarvilleEng.com

CedarvilleEng.com

PROJECT MANUAL

FOR

**NEW HANOVER WASTEWATER TREATMENT
FACILITY EXPANSION**

**CONTRACT TWO
ELECTRICAL CONSTRUCTION**

FOR

**NEW HANOVER TOWNSHIP AUTHORITY
MONTGOMERY COUNTY
PENNSYLVANIA**

JUNE 2006

ENGINEER'S PROJECT NO. 44681



Gannett Fleming

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00410 - BID FORM

TO: NEW HANOVER TOWNSHIP AUTHORITY, OWNER

FOR: NEW HANOVER WASTEWATER TREATMENT FACILITY EXPANSION;
CONTRACT TWO – ELECTRICAL CONSTRUCTION

Pursuant to and in compliance with the Advertisement for Bids for the New Hanover Wastewater Treatment Facility Expansion, the undersigned Bidder offers to furnish all labor, superintendence, materials, supplies, equipment, plant, and other facilities, utilities and all things necessary or proper for, and to perform all work (as defined in the General Conditions) necessary or incidental to New Hanover Wastewater Treatment Facility Expansion; Contract Two – Electrical Construction, complete in every respect, in strict accordance with the Contract Documents (as defined in the General Conditions) and any future changes therein as provided in the Project Manual, and to perform all other obligations imposed by the Contract Documents for the following Lump Sum Price:

TOTAL BID AMOUNT (\$ 1,069,000.00) Dollars

Additional and extra work, if any, performed in accordance with the Contract Documents, shall be paid for as provided in the Project Manual.

Addenda: The undersigned Bidder acknowledges receipt of the following Addenda to the Contract Documents (see Instructions to Bidders regarding Addenda Acknowledgment):

ADDENDUM 1 Dated July 7, 2006 ADDENDUM _____ Dated _____

ADDENDUM 2 Dated July 19, 2006 ADDENDUM _____ Dated _____

ADDENDUM 3 Dated 7-21-06 ADDENDUM _____ Dated _____

The Undersigned Bidder hereby represents as follows:

(a) That such Bidder has visited and carefully examined the site of the work, has made such tests and examinations as believed necessary to submit a Bid based upon information secured independently by such Bidder, and not based solely on information coming from the Owner, or

Engineer, and has carefully examined the Contract Documents; and

(b) That no officer, agent, or employee of the Owner is personally interested, directly or indirectly, in the Bid and the accompanying Contract or the compensation to be paid thereunder; and

(c) That this Bid is made without connection with any person, firm or corporation making a Bid for the same work, and is in all respects fair and without collusion or fraud; and

(d) That should the Owner notify the undersigned Bidder of its intention to award a Contract to the undersigned Bidder based on this Bid, the undersigned Bidder will furnish properly executed Bonds and insurance certificates and will execute the proposed Contract within the time and in the forms and amounts required by the Contract Documents (as defined in the General Conditions), and that upon failure, neglect or refusal to do so, shall forfeit to the Owner the Bid Security accompanying this Bid Form, not as a penalty but as liquidated damages; and

(e) That undersigned Bidder intends to be legally bound by the terms of this instrument.

The Project Manual, the Drawings, and all papers required by item and submitted herewith, form the Contract and all papers made part thereof by its terms, are hereby made part of this Bid.

Dated July 25, 2006

THIS SPACE INTENTIONALLY BLANK

ATTEST:

Philips Brothers Electrical Contractors, Inc.
Name of Corporation-Contractor

Glen A. Philips
Secretary/Assistant Secretary

(AFFIX
CORPORATE
SEAL)

John L. Philips
President/Vice-President

WITNESS

(Signature of Individual-Contractor) SEAL)

Trading and doing business as:

WITNESS

Partnership-Contractor
*By: _____ (SEAL)
Partner
*By: _____ (SEAL)
Partner
*By: _____ (SEAL)
Partner

*Attach an appropriate authorization evidencing the authority of one general partner to act in behalf of the Partnership.

Business Address 235 Sweet Spring Road
of Bidder: Glenmoore PA 19343

Telephone Number: (610) 458-8578

Fax Number: (610) 458-8438

Electronic Mail Address: sbernard@philipsbrothers.com

Name of Contact Person: Glen A. Philips

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00500 - AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2006,

by NEW HANOVER TOWNSHIP AUTHORITY Montgomery County, Pennsylvania,
hereinafter called the OWNER, Party of the First Part, and;

A CORPORATION known as Phillips Brothers Electrical Contractors, Inc.

organized and existing under the laws of the State or Commonwealth of Pennsylvania

A PARTNERSHIP known as _____

consisting of the following members _____

AN INDIVIDUAL _____

trading as _____

of 235 Sweet Spring Road, Glenmoore, PA 19343

hereinafter called the CONTRACTOR, Party of the Second Part,

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE 1. The Contractor agrees at its sole expense to furnish all labor, superintendence, materials, supplies, equipment, plant and other facilities, utilities, and all things necessary or proper for, and to perform all work necessary or incidental to, and perform all other obligations imposed by this Contract for the NEW HANOVER WASTEWATER TREATMENT FACILITY EXPANSION; CONTRACT TWO – ELECTRICAL CONSTRUCTION.

The work herein called for shall be in strict accordance with the Contract Documents prepared by Gannett Fleming, Inc., acting as and entitled the Engineer in said Contract, which Contract comprises the following Contract Documents which are made a part hereof:

- a. Advertisement For Bids
- b. Instructions To Bidders
- c. Bid Form
- d. Bid Bond
- e. Certificate As To Corporate Principal
- f. Agreement
- g. Performance Bond
- h. Payment Bond
- i. Insurance Requirements
- j. General Conditions
- k. Supplementary Conditions
- l. Specifications
- m. Addenda (if any)
- n. Notice to Proceed, and
- o. Drawings

ARTICLE 2. The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed, and that the work shall be substantially completed within FOUR HUNDRED SIXTY (460) calendar days of such date, and all work shall be completed as determined by the final inspection within THIRTY (30) calendar days of substantial completion. Owner may, however, in its sole discretion, for causes for which the Contractor is not responsible and which will delay the completion of the work, extend said times within which the work shall be completed; the granting of such extensions will be subject to all conditions and requirements set forth in the Project Manual.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, that the Project is not substantially completed after the time stipulated above and any extensions granted by the Owner, the Owner may deduct the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1500.00) per calendar day from monies due the Contractor, not as a penalty, but as liquidated damages. After the Project is substantially completed, the Contractor also agrees that for each calendar day, with the exception of Sundays and legal holidays, that any work shall remain uncompleted after the time stipulated above and any extensions granted by the Owner, the Owner may deduct the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1500.00) per calendar day from monies due the Contractor, not as a penalty, but as liquidated damages. Likewise, if the Contractor shall be declared in default, in accordance with the provisions of the Project Manual, the Contractor may be charged liquidated damages in the same amount and manner specified above in this paragraph for the time that any work shall remain uncompleted after the stipulated completion date and any extensions granted by the Owner. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

Liquidated damages pursuant to this Article 2 shall be compensation to the Owner for direct losses due to delay in completion only. Any other provable damages shall continue to be recoverable against the Contractor as the law may provide.

The Contractor agrees to coordinate his work with that performed by all other Contractors engaged in separate Contracts of this Project in such a way as to permit each of the Contracts to be completed within the stipulated time.

ARTICLE 3. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to additions, deductions, deletions, or alternates noted therein) in accordance with the prices stipulated in the Bid Form, and in the manner provided in Article 4.

ARTICLE 4. Payments to the Contractor shall be made as set forth in Article 10 of the General Conditions.

ARTICLE 5. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title, or interest therein, without written consent of the Owner.

ARTICLE 6. The Engineer shall interpret the Contract Documents and the Engineer's decision shall be final. Except as provided in Article 14, the work shall be subject at any time to the inspection of the Engineer and his authorized assistants to ascertain if the work being performed and the results of the work performed by the Contractor are in conformity with the Contract Documents.

ARTICLE 7. It is agreed that the work in every respect, from the execution of this Contract and during the progress of the work and until issuance of the Completion Certificate shall be under the sole charge of and in the sole care of the Contractor and at his sole risk. He shall properly safeguard against any or all damages or injury (including death) to the public and to his employees and shall alone be responsible for any damage or injury (including death) from his undertaking of the work to any person or persons or thing. The Contractor shall solely and without qualification be responsible for all construction methods and results, for use of equipment and personnel, for the safety of his employees and other persons, for the protection of public and private property, and for compliance with all Local, State, and Federal Laws and regulations in performance of work under this Contract. Neither Owner nor Engineer will have any right to hire or fire, nor any power of supervision, or direction over the construction methods nor over use of equipment or personnel, nor for or over the safety of Contractor's employees and other persons, nor for or over the protection of public and private property, nor for Contractor's compliance with local, state, or federal laws and regulations in performance of work under this Contract.

ARTICLE 8. The Contractor shall guarantee his work, material and equipment and the other Contract performances, and shall remedy, without cost to the Owner, any defects which

may develop therein during a period of one (1) year from the date of the Owner's acceptance of the Certificate of Substantial Completion issued by the Engineer.

ARTICLE 9. The Contractor shall indemnify and save harmless and defend the Owner and Engineer and all their officers, agents, and employees, from all claims, liabilities, suits, judgments, verdicts, actions or proceedings at law or equity of any kind whatsoever arising out of, connected with or caused by any operation or matter in, of, or related to the Project which is the subject of this agreement, including among other things, injury to property, and injury to and sickness and death of each and every person or persons whatsoever, including, without limitation, members of the public and officers, agents and employees of the Contractor or any subcontractor, and the Contractor shall, if required by the Owner and Engineer, produce evidence of settlement of any such claims, suits, liabilities, judgments, verdicts, actions, or proceedings before final payment shall be made by the Owner. The Contractor shall defend or cause to be defended all such above described claims, liabilities, judgments, verdicts, suits, actions, or proceedings, groundless or not, which may be commenced against Owner or Engineer or their officers, agents and employees, and the Contractor shall pay or cause to be paid any and all judgments which may be secured in any such actions, claims, liabilities, judgments, verdicts, proceedings or suits, and the Contractor shall defray or cause to be defrayed any and all expenses, including costs and attorney's fees, which may be incurred in or by reason of such actions, claims, liabilities, judgments, verdicts, proceedings or suits.

The provisions of this Article 9, however, shall not impose any duty or obligation on the Contractor to make any indemnification, to hold harmless, to settle, to defend, or to make any payment, to the extent that such indemnification, hold harmless, settlement, defense or payment is prohibited or made void by Act No. 164 of July 9, 1970, of the Pennsylvania Legislature.

ARTICLE 10. In the event of conflict between this Agreement and any of the Contract Documents, the provisions of this Agreement shall govern.

ARTICLE 11. The Contractor represents and warrants to the Owner that:

(a) The Contractor is solvent financially and is experienced in and is competent to perform the work to be performed as provided in Article 1; and

(b) The Contractor is familiar with all federal, state, local or other regulatory laws, ordinances and/or regulations, which, in any manner whatsoever, may affect the work to be performed as provided in Article 1; and

(c) Temporary and permanent construction which shall be necessary in performance of the work to be performed as provided in Article 1 can be constructed satisfactorily and can be used for the purpose for which it is intended; and that such construction will not injure any person or damage any property; and

(d) The Contractor has examined carefully the Contract Documents, has visited and examined carefully the sites where the work to be performed as provided in Article 1 is to be

undertaken, has made such tests and examinations as he believes necessary to submit a bid based upon information secured by him independently and not based on information coming from the Owner or Engineer, and has become familiar, by his own investigations, with all of the various conditions which may affect the performance of such work.

ARTICLE 12. The Contractor agrees that he, and his subcontractors, will pay each person engaged on the work of this Contract, not less than the minimum wage determination for the applicable described class of work, in accordance with law, as specified by the Commonwealth of Pennsylvania or the United States Government, under any Pennsylvania or federal law which is made applicable to the Project, and by the terms of the Contract Documents or any Addenda thereto including specifically the U. S. Department of Labor Federal Wage Determination Decision(s).

ARTICLE 13. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, requirements, precautions, orders and decrees.

ARTICLE 14. Regardless of any other provisions in any portion of the Contract Documents, the Engineer shall have no duty to inspect and determine whether the Contractor is complying with federal, state, and local laws, rules, regulations, requirements, precautions, orders, and decrees, and further, neither the Engineer nor the Owner shall have any duty to enforce such laws, rules, regulations, requirements, precautions, orders, and decrees.

ARTICLE 15. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Agreement and Contract Documents should be declared contrary to law, then such covenant or covenants, agreement, or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of any other provisions of this Agreement and Contract Documents.

ARTICLE 16. It is the intention of the parties to be legally bound by this instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in six copies under seal the day and year first above written.

NEW HANOVER TOWNSHIP AUTHORITY, Montgomery County, Pennsylvania

ATTEST:



Edward C. Wagner

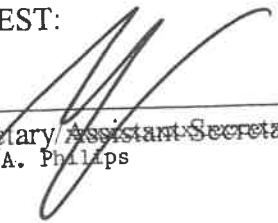
By:



Chairman of Authority

(Title)

ATTEST:



Secretary/Assistant Secretary
Glen A. Phillips

Philips Brothers Electrical Contractors, Inc.
Name of Corporation-Contractor

(AFFIX)
CORPORATE
SEAL)



President/Vice-President
John L. Phillips

WITNESS

(SEAL)

(Signature of Individual-Contractor)

Trading and doing business as:

WITNESS

Partnership-Contractor

*By: _____ (SEAL)

Partner

*By: _____ (SEAL)

Partner

*By: _____ (SEAL)

Partner

*Attach an appropriate authorization evidencing authority of one general partner to act in behalf of the Partnership

Business Address
Of Contractor:

235 Sweet Spring Road

Glenmoore, PA 19343



10 Blooming Glen Pay App 4 and Recommendation



Cedarville Engineering Group, LLC

Pottstown, Pennsylvania | Pensacola, Florida

P: 610-705-4500 E: info@CedarvilleEng.com

CedarvilleEng.com



November 30, 2021

Entech No. 4602.034

Mr. Jamie Gwynn, Township Manager
New Hanover Township Authority
2990 Fagleysville Road
Gilbertsville, PA 19525

**Re: WWTP Hydraulic Improvements Project
Payment Request No. 4 (Final Payment Application)**

Dear Mr. Gwynn:

We have reviewed the Blooming Glen Contractors Application for Payment No. 4 for the above listed project. All quantities of work listed on the Project estimate sheet have been confirmed by the Construction Observer. Entech recommends payment of \$63,394.19, which represents payment for work completed on this project from September 25, 2020, to project completion (February 26, 2021).

Referenced in the payment application is Change Order #2, which is a rectifying change order. Change Order #2 is also being provided for execution by the Authority.

Closeout documents have been received and provided to the Authority.

Two copies of the signed Payment Application No. 4 and three copies of the Change Order #2 will be provided for your records and distribution.

Please contact us should you have any questions.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Matthew Boggs", written over a blue horizontal line.

Matthew Boggs, PE
Project Manager

Enclosures



Contractor's Application for Payment No. 4-Final

Application Period: 10/31/2020 through 02/26/2021 From (Contractor): Blooming Glen Contractors, Inc. Contract: 2019 WWTP Hydraulic Improvements Contractor's Project No.: 00832-202	Application Date: 11/29/2021 Via (Engineer): Entech Engineering, Inc. PO Box 32, Reading, PA 19603 Engineer's Project No.: 4602.034	
To (Owner): New Hanover Township Authority, 2990 Fagleyville Road, Gilbertsville, PA 19525 Project: 2019 WWTP Hydraulic Improvement Project Owner's Contract No.:		

Application For Payment Change Order Summary

Approved Change Orders	Additions	Deductions
Number 2		\$13,399.12
TOTALS		
NET CHANGE BY CHANGE ORDERS		-\$13,399.12

1. ORIGINAL CONTRACT PRICE..... \$ 338,547.00
2. Net change by Change Orders..... \$ -13,399.12
3. Current Contract Price (Line 1 ± 2)..... \$ 325,147.88
4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... \$ 325,147.88
5. RETAINAGE:
 - a. Work Completed..... \$
 - b. Stored Material..... \$
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 325,147.88
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 161,753.69
8. AMOUNT DUE THIS APPLICATION..... \$ 63,394.19
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.c above)..... \$

Contractor's Certification
 The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature C. H. Henry

By: Carly Henry, President & Asst. Secretary **Date:** 11.29.21

Payment of: \$ 63,394.19
 (Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] (Date) 11/30/21
 (Engineer)

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Date) _____
 (Owner)

Approved by: _____ (Date) _____
 Funding or Financing Entity (if applicable)

APP NUMBER 004-FINAL

DATE: 11/29/21

OWNER: New Hanover Township Sewer Authority

NAME OF PROJECT: 2019 WWTP HYDRAULIC IMPROVEMENTS

JOB NO.: 00832-202

CONTRACTOR: Blooming Glen Contractors, Inc.

Unit Price	Unit	Item No.	Description	Quantity	Total Amount		Previous Applications		This Application		Complete To Date		Balance To Finish	
					C	D	E	F	G	Quantity	Amount	Quantity	Amount	Quantity
211,006.00	LS	1000-0003	SEC. II B CLARIFIER PIPING MOD	1	\$211,006.00	211006	1.00				1.000	211,006.000		
107,542.00	LS	1000-0004	SEC. III UV SYSTEM MODIFICATIO	1	\$107,542.00	64625.2	1.00		43016.8		1.000	107,542.000		
20,000.00	LS	1000-0006	SEC. IV MISC. ALLOWANCE	1	\$20,000.00	13399.12			0.330	6600.88	0.330	20,000.000	0.670	
		0000-C000	Change Orders											
		0000-C001	Change Order C002											
13,399.12	LS	9000-0004-0	RECTIFYING CHANGE ORDER	-1	(\$13,399.12)	-13399.12	-1.00				(1.000)	(13,399.120)		
PROJECT TOTAL:					\$325,147.88	275,530.20				49,617.68		\$25,147.88		



11 Keystone Engineering Invoices for SCADA



Cedarville Engineering Group, LLC

Pottstown, Pennsylvania | Pensacola, Florida

P: 610-705-4500 E: info@CedarvilleEng.com

CedarvilleEng.com

SCADA INSTALLATION

Vendor Inquiry - Invoices
Vendor: 1261 Keystone Engineering Group Inc.

5/9/2022
Page: 1

Invoice Date	Invoice Number	Invoice Amount	Adjustment Amount	Discount Taken	Check Amount	Balance
03/05/2019	1900308	13,900.00	.00	.00	13,900.00-	.00
04/12/2019	1900530	540.00	.00	.00	540.00-	.00
09/06/2019	1901354	6,950.00	.00	.00	6,950.00-	.00
10/11/2019	1901606	420.00	.00	.00	420.00-	.00
12/05/2019	1901948	840.00	.00	.00	840.00-	.00
01/08/2020	200012	480.00	.00	.00	480.00-	.00
02/05/2020	2000190	2,976.87	.00	.00	2,976.87-	.00
03/04/2020	20003658	135.00	.00	.00	135.00-	.00
03/05/2020	20003315	5,560.00	.00	.00	5,560.00-	.00
07/13/2020	2000908	2,257.20	.00	.00	2,257.20-	.00
07/14/2020	2001009	589.17	.00	.00	589.17-	.00
09/22/2020	2001317	270.00	.00	.00	270.00-	.00
10/26/2020	2001476	540.00	.00	.00	540.00-	.00
11/19/2020	2001721	782.50	.00	.00	782.50-	.00
12/29/2020	2001946	77.50	.00	.00	77.50-	.00
01/25/2021	2100030	77.50	.00	.00	77.50-	.00
02/17/2021	2100030-1	72.50	.00	.00	72.50-	.00
02/17/2021	2100235	805.53	.00	.00	805.53-	.00
03/19/2021	210030-2	5.00	.00	.00	5.00-	.00

Vendor Inquiry - Invoices
 Vendor: 1261 Keystone Engineering Group Inc.

Invoice Date	Invoice Number	Invoice Amount	Adjustment Amount	Discount Taken	Check Amount	Balance
03/24/2021	2100509	2,682.26	.00	.00	2,682.26-	.00
06/17/2021	2100966	270.00	.00	.00	270.00-	.00
09/13/2021	2101515	52.50	.00	.00	52.50-	.00
11/22/2021	2101922	1,944.09	.00	.00	1,944.09-	.00
12/13/2021	2101600	807.96	.00	.00	807.96-	.00
12/13/2021	2102207	2,143.56	.00	.00	2,143.56-	.00
04/21/2022	2200628	2,145.00	.00	.00	2,145.00-	.00
		47,324.14	.00	.00	47,324.14-	.00



17 Faust Extension Project Manual #1



Cedarville Engineering Group, LLC

Pottstown, Pennsylvania | Pensacola, Florida

P: 610-705-4500 E: info@CedarvilleEng.com

CedarvilleEng.com

PROJECT MANUAL

for

FAUST ROAD SEWER EXTENSION

for

NEW HANOVER TOWNSHIP AUTHORITY

Montgomery County, Pennsylvania

AUGUST 2004

Engineer's Project No. 030918.140



Gannett Fleming
VALLEY FORGE, PENNSYLVANIA

ADDENDUM NO. 1
September 7, 2004

To the Contract Documents for
FAUST ROAD SEWER EXTENSION
dated August, 2004; for
NEW HANOVER TOWNSHIP AUTHORITY
Engineer's Project No. 030918.140

This Addendum is made part of the above noted Contract Documents and shall be acknowledged in the BID FORM and submitted as part of the Bid.

PROJECT MANUAL ADDENDA

- (1) SECTION 00410: Delete this section in its entirety and replace with the enclosed SECTION 00410.
 - (2) SECTION 02700, pg. 02700-8
Under Township Highways replace "5-inch" with "6-inch" to match the detail and the requirements of the Township Engineer.
-

Issued by,

Gannett Fleming, Inc.

SECTION 00410

BID FORM

TO The
Owner: NEW HANOVER TOWNSHIP AUTHORITY

FOR The
Project: FAUST ROAD SEWER EXTENSION

Pursuant to and in compliance with the request for bids on the above captioned work, the undersigned Bidder offers to furnish all labor, superintendence, materials, supplies, equipment, plant and other facilities, utilities and all things necessary or proper for, and to perform all Work (as defined in the General Conditions) necessary or incidental to the above stated Project, complete in every respect, in strict accordance with the Contract Documents (as defined in the General Conditions) and any future changes therein as provided in the Project Manual, and to perform all other obligations imposed by the Contract Documents for the prices named in the following SCHEDULE OF PRICES:

Depth Classifications: The prices bid in this Bid Form for each of the various depth classifications of Unclassified Trench Excavation and Backfill, Including Shoring shall include the entire depth of trench from the surface elevation to required subgrade elevation.

SCHEDULE OF PRICES

<u>Item No.</u>	<u>Item Description</u>	<u>Estimated Quantities</u>	<u>Unit Prices</u>	<u>Total Amount Dollars Cents</u>
<u>Furnishing and Laying Pipe; Items 1 to 8 Inclusive:</u>				
1	8-Inch SDR35 PVC	2,986 Lin. Ft.	\$ <u>3⁰⁰</u>	\$ <u>8958⁰⁰</u>
2	8-Inch SDR35 PVC Drop Connection	3 Lin. Ft.	\$ <u>230⁰⁰</u>	\$ <u>690⁰⁰</u>
3	6-Inch SDR35 PVC Service Connections	440 Lin. Ft.	\$ <u>2⁰⁰</u>	\$ <u>880⁰⁰</u>
4	8x8x6 PVC Tee	22 Each	\$ <u>43⁰⁰</u>	\$ <u>946⁰⁰</u>

Item No.	Item Description	Estimated Quantities	Unit Prices	Total Amount Dollars Cents
5	6x6x6 PVC Test Tee	22 Each	\$ <u>27⁰⁰</u>	\$ <u>594⁰⁰</u>
6	2-Inch PVC Pressure Main, Complete in Place	960 Lin. Ft.	\$ <u>13⁰⁰</u>	\$ <u>12,480⁰⁰</u>
7	1 1/2" PVC Pressure Lateral, Complete in Place	9 Each	\$ <u>810⁰⁰</u>	\$ <u>7,290⁰⁰</u>
8	Reconnection of Existing 6" Service Connection Lines, Complete	2 Each	\$ <u>780⁰⁰</u>	\$ <u>1,560⁰⁰</u>

Unclassified Trench Excavation and Backfill, Including Shoring; Items 9 to 17 Inclusive:

9	Pipe Service Connections	342 Cu. Yd.	\$ <u>27⁰⁰</u>	\$ <u>9,234⁰⁰</u>
10	8-Inch Pipe 0 to 8 Ft. Deep	445 Lin. Ft.	\$ <u>48⁰⁰</u>	\$ <u>21,360⁰⁰</u>
11	8-Inch Pipe 8 to 10 Ft. Deep	537 Lin. Ft.	\$ <u>49⁰⁰</u>	\$ <u>26,313⁰⁰</u>
12	8-Inch Pipe 10 to 12 Ft. Deep	1,773 Lin. Ft.	\$ <u>51⁰⁰</u>	\$ <u>90,423⁰⁰</u>
13	8-Inch Pipe 12 to 14 Ft. Deep	188 Lin. Ft.	\$ <u>56⁰⁰</u>	\$ <u>10,528⁰⁰</u>
14	8-Inch Pipe 14 to 16 Ft. Deep	102 Lin. Ft.	\$ <u>64⁰⁰</u>	\$ <u>6,528⁰⁰</u>

<u>Item No.</u>	<u>Item Description</u>	<u>Estimated Quantities</u>	<u>Unit Prices</u>	<u>Total Amount Dollars Cents</u>
15	Unclassified Trench Excavation and Backfill Below Subgrade	10 Cu. Yd.	\$ <u>46⁰⁰</u>	\$ <u>460⁰⁰</u>
16	Miscellaneous Unclassified Excavation and Backfill	10 Cu. Yd.	\$ <u>27⁰⁰</u>	\$ <u>270⁰⁰</u>
17	Aggregate Backfill, Complete in Place	3,682 Cu. Yd.	\$ <u>22⁰⁰</u>	\$ <u>81,004⁰⁰</u>
<u>Construction of Concrete Manholes, Complete in Place; Items 18 to 23 Inclusive:</u>				
18	4-Foot Diameter Bases	10 Each	\$ <u>640⁰⁰</u>	\$ <u>6,400⁰⁰</u>
19	4-Foot Diameter Walls	77 Vert. Ft.	\$ <u>110⁰⁰</u>	\$ <u>8,470⁰⁰</u>
20	6-Foot Diameter Bases	1 Each	\$ <u>1,700⁰⁰</u>	\$ <u>1,700⁰⁰</u>
21	6-Foot Diameter Walls	11 Vert. Ft.	\$ <u>350⁰⁰</u>	\$ <u>3,850⁰⁰</u>
22	Standard Manhole Frame and Cover Assemblies	11 Each	\$ <u>865⁰⁰</u>	\$ <u>9,515⁰⁰</u>
23	Connection to and Alteration of Existing Sewer	1 Each	\$ <u>650⁰⁰</u>	\$ <u>650⁰⁰</u>

<u>Item No.</u>	<u>Item Description</u>	<u>Estimated Quantities</u>	<u>Unit Prices</u>	<u>Total Amount Dollars Cents</u>
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Temporary and Permanent Pavement Replacement on Roadways and Shoulders Other than State Highways; Items 23 to 25 Inclusive:

24	6-Inch Bituminous Concrete Base Course	2,289 Sq. Yd.	\$ <u>31⁰⁰</u>	\$ <u>70,959⁰⁰</u>
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25	1 1/2-Inch Bituminous Concrete Wearing Course, ID-2	7,922 Sq. Yd.	\$ <u>9⁰⁰</u>	\$ <u>71,298⁰⁰</u>
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Miscellaneous; Items 26 to 28 Inclusive:

26	Terminal Cleanout, Complete In Place	1 Each	\$ <u>780⁰⁰</u>	\$ <u>780⁰⁰</u>
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27	Mobilization	Lump Sum		\$ <u>21,200⁰⁰</u>
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28	Allowance for Laboratory Tests	Lump Sum		\$ <u>300.00</u>
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TOTAL AMOUNT OF BID
(Sum of Items 1 to 28 Inclusive)

\$ 474,640⁰⁰

It is understood that the sum set up for Item 28 is to cover the costs of Laboratory Tests of Materials as defined and specified in Article 4.5 of the General Conditions, and that an equitable adjustment covering an increase or decrease in the amount set up for such cost will be made in the final payment of the Contract.

Estimated Quantities: It is understood that the estimated quantities of the various Unit Price Items listed in the Bid Form are only approximate and are so listed only as a basis upon which the Owner may evaluate Bids, and the undersigned Bidder further agrees that if the final quantities of the Unit Price Items tabulated above are greater or less than the estimated quantities, such Bidder will accept these additions to, or deductions from the Total Amount of Bid as awarded, basing these additions or deductions upon the unit prices shown previously in the SCHEDULE OF PRICES. These additions or deductions will be accepted by the Bidder regardless of the amount of the variations from the estimated quantities, which as stated above,

are only approximate and are only for the use of the Owner.

Additional and extra work, if any, performed in accordance with the Contract Documents, shall be paid for as provided in the Project Manual.

Unbalanced Bids: Bidder's presentations in the foregoing Schedule of Unit Prices that are obviously unbalanced may be sufficient cause for rejection of the entire Bid, whether or not such Bid is the lowest submitted.

Addenda: The Undersigned Bidder acknowledges receipt of the following Addenda to the Contract Documents (see Instructions to Bidders regarding Addenda Acknowledgment):

ADDENDUM 1 Dated 9/7/04 ADDENDUM _____ Dated _____
ADDENDUM _____ Dated _____ ADDENDUM _____ Dated _____
ADDENDUM _____ Dated _____ ADDENDUM _____ Dated _____

The Undersigned Bidder hereby represents as follows:

(a) that such Bidder has visited and carefully examined the site of the work, has made such tests and examinations as believed necessary to submit a Bid based upon information secured independently by such Bidder, and not based solely on information coming from the Owner, or Engineer, and has carefully examined the Contract Documents;

(b) that no officer, agent, or employee of NEW HANOVER TOWNSHIP AUTHORITY is personally interested, directly or indirectly, in the Bid and the accompanying Contract or the compensation to be paid thereunder;

(c) that this Bid is made without connection with any person, firm or corporation making a Bid for the same work, and is in all respects fair and without collusion or fraud;

(d) that should the NEW HANOVER TOWNSHIP AUTHORITY notify the undersigned of its intention to award a contract to the undersigned Bidder based on this Bid, including any combination of alternates, additions, deductions, or omissions, indicated (if any) or authorized by this Bid Form or the Instructions to Bidders, the undersigned Bidder will furnish properly executed Bonds and insurance certificates and will execute the proposed Contract within the time and in the forms and amounts required by the Contract Documents (as defined in the General Conditions), and that upon failure, neglect or refusal to do so, shall forfeit to the Owner the Bid Security accompanying this Bid Form, not as a penalty but as liquidated damages; and

(e) that the undersigned Bidder intends to be legally bound by the terms of this instrument.

The Project Manual and all papers required by it and submitted herewith, form the Contract and all papers made part thereof by its terms are hereby made part of this Bid Form.

Dated SEPTEMBER 9TH, 2004

ATTEST:

[Signature]
Secretary/Assistant Secretary WITNESS
RUSSELL C. HOMSHOR

METRO/UTC, LTD.
Name of Corporation-Contractor - LLC

[Signature] (AFFIX
CORPORATE N/A
SEAL)
President/Vice-President
ANTHONY J. MARQUES - PRESIDENT

WITNESS

(SEAL)
(Signature of Individual-Contractor)

Trading and doing business as:

WITNESS

Partnership-Contractor
*By _____ (SEAL)
Partner
By _____ (SEAL)
Partner
By _____ (SEAL)
Partner

*Attach an appropriate authorization evidencing the authority of one general partner to act in behalf of the partnership.

Business Address PO Box 3290
of Bidder: MAPLE GLEN, PA 19002
Telephone Number: (215) 348-1360
FAX Number: (215) 348-1396
Name of Contact
Person: ANTHONY J. MARQUES - PRESIDENT



18 Rosenbury Sewer Extension Letter



Cedarville Engineering Group, LLC

Pottstown, Pennsylvania | Pensacola, Florida

P: 610-705-4500 E: info@CedarvilleEng.com

CedarvilleEng.com



Gannett Fleming

GANNETT FLEMING, INC.
P.O. Box 80794
Valley Forge, PA 19484-0794

Location:
Valley Forge Corporate Center
1010 Adams Avenue
Audubon, PA 19403-2402

Office: (610) 650-8101
Fax: (610) 650-8190
www.gannettfleming.com

September 1, 2006

Michele S. Pearl, President
Floyd G. Hersh, Inc.
5465 McLean Station Road
Green Lane PA 18054

NOTICE OF INTENT TO AWARD

New Hanover Township Authority
Rosenberry Road Sewer Extension

Dear Mrs. Pearl:

On behalf of the New Hanover Township Authority, you are hereby notified of the Authority's intention to award the contract for the above referenced project to you on the basis of your bid in the amount of \$70,698.00.

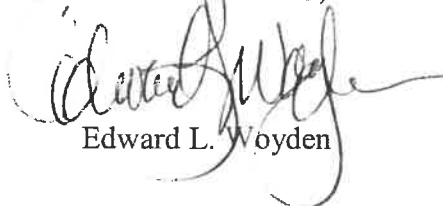
Under Article 5 of the Instructions to Bidders and Article 3 of the General Conditions, you are required to furnish to this office within seven (7) days after notification properly executed Performance and Payment Bonds and Insurance Certificates and required Insurance Policies. Enclosed are six (6) copies of the Performance and Payment Bonds. Please return all six (6) copies of the Bonds and six (6) copies of the required Insurance Certificates to this office.

We would like to emphasize that you must adhere to all provisions of Article 3 of the General Conditions. To hopefully simplify matters, a copy of the section of the Project Manual, which outlines the insurance requirements, has been enclosed. Please forward this to your insurance carrier for their information.

Enclosed for your guidance and convenience is a copy of the Project Manual and the Tabulation of Bids.

Very truly yours,

GANNETT FLEMING, INC.



Edward L. Woyden

Enclosures

ELW:bwm

c: T. Twardowski
E. Wagner, NHT

A Tradition of Excellence

R:\45051 - New Hanover\069-Rosenberry Road Extension\NOIA.doc





19 491 Kleman Road Executed Sanitary Sewer Line Reimbursement Agreement



Cedarville Engineering Group, LLC

Pottstown, Pennsylvania | Pensacola, Florida

P: 610-705-4500 E: info@CedarvilleEng.com

CedarvilleEng.com

Prepared by and Return to:

John J. Mahoney, Esq.
Bellwoar Kelly LLP
126 W. Miner Street, Suite 1
West Chester, PA 19382

Parcel No. 47-00-02864-00-5: (“Subject Property”)

SANITARY SEWER LINE REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made this 16 day of August, 2021, by and between **Brock and Kelsey Hallman**, with a residence address of 491 Kleman Road, Gilbertsville, PA 19525 (“Landowner”);

and

NEW HANOVER TOWNSHIP AUTHORITY, with its principal place of business situate at 2990 Fagleysville Road, Gilbertsville, Montgomery County, Pennsylvania (“Authority”).

RECITALS

WHEREAS, the Landowner owns that certain parcel of real property located at 491 Kleman Road in New Hanover Township, Montgomery County, Pennsylvania, being Parcel No. 47- TBP, being 1 acre +/- (“Subject Property”); and

WHEREAS, the Authority is a municipal authority organized under and governed by the Pennsylvania Municipal Authorities Act of 1945 (“Act”); and

WHEREAS, the Authority, pursuant to the powers vested in it by the Act, other applicable law, and with the request and consent of New Hanover Township, operates a sanitary sewer collection system (“Sewer System”) required for providing public sewer service; and

WHEREAS, the Landowner has constructed a sanitary sewer extension including approximately 1,020 linear feet of an off-site sanitary sewer line (the “Improvements”) to connect the Subject Property to the Sewer System pursuant to a Sanitary Sewer Extension Construction and Maintenance Agreement executed by the Landowner and Authority on September 3, 2020 (the “Construction Agreement”), as described and depicted on the as-built engineering drawings attached hereto as Exhibit A; and

WHEREAS, the Landowner will dedicate to the Authority ownership of the Improvements, including sewer lines, equipment, and easements for such Improvements); and

WHEREAS, the Act permits the Authority to charge a sewer tapping fee for the use of its Sewer System by third parties who did not contribute to the cost of the construction; and

WHEREAS, the Authority imposes a sewer tapping fee upon users of its Sewer System pursuant to its Sewer Tapping/Connection Fee Resolutions presently in effect; and

WHEREAS, the Act permits a person to obtain reimbursement for certain costs from a municipality where that person, at his sole cost and expense, constructs a sanitary sewer line to which third parties connect, after such line is dedicated and accepted for the public's use, based on the terms and provisions specified in the Act; and

WHEREAS, pursuant to the Act's provisions, the Landowner has requested that the Authority enter into a Reimbursement Agreement (the "Agreement") to reimburse the Landowner for certain costs associated with the Landowner's construction of the Improvements; and

WHEREAS, the parties anticipate that five (+/-) other properties will become users of the Sewer System and customers served by the Authority by means of making a connection to the Improvements, resulting in additional revenue to be received by the Authority; and

WHEREAS, the Authority has adopted a policy of allowing property owners to defer making a connection to the Sewer System, instead of enforcing any legal obligation to make a connection thereto within a time period otherwise provided by law, which deferral would result in the potential for Landowner to not receive reimbursement to which he would otherwise be entitled;

NOW, THEREFORE, the parties hereto, in consideration of the Recitals, terms and conditions as set forth herein, and intending to be legally bound, hereby agree as follows:

1. **Incorporation of Recitals.** The text stated above is incorporated herein.
2. **Reimbursement Payment Amount, Time and Manner.** The mutually agreed payment amount of \$37,908 will be promptly paid in such manner determined by the Authority to be expeditious (e.g., check, electronic transfer, or other means) reasonably promptly after the Authority Board of Directors publicly approves the terms of this Agreement.
3. **Landowner's Rights.** The Landowner's right to receive reimbursement fees pursuant to this Agreement shall be deemed to be personal to the Landowner and shall continue if the Landowner sells, transfers, or conveys the Subject Property, or any portion thereof. The right to receive reimbursement fees pursuant to this Agreement shall be in no way construed to run with title to the Subject Property.
4. **Indemnification.** Landowner hereby agrees to indemnify and save harmless the Authority, its officials, officers, employees and agents, of, from, and against any liability, claim, suit or demand, of whatever nature or kind, whether founded or unfounded, arising from, out of, or related to Authority's right to assess, calculation of the amount of or any other claim of any nature related to the reimbursement, together with all cost, fees and expenses (including, but not limited to, attorney's fees and costs, and expert witness fees and costs) as may be incurred by the Authority in connection with any such liability, claim, suit or demand except to the extent caused by the negligence or willful misconduct of the Authority.

5. **Miscellaneous.**

a. **Waiver.** Neither the failure nor any delay on the part of the Authority to exercise any right, remedy, power, or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective against the Authority unless it is in writing signed by a duly authorized representative of the Authority.

b. **Assignment; Delegation.** The Landowner shall not assign or delegate any of its rights, powers, privileges, duties, obligations, or liabilities hereunder without the express written consent of the Authority. Any such assignment or delegation, without such consent, shall be void. The Authority may act upon the direction of an agent of Landowner duly authorized by the terms of a power of attorney determined by the Authority to confer such authorization.

c. **Headings.** The captions or headings preceding the text of the several sections and subsections of this Agreement are inserted solely for convenience of reference; they shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

d. **Severability.** If any provision on this Agreement is held to be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (ii) this Agreement shall be and is hereby amended, to the minimum necessary, to remedy such invalidity or unenforceability, and the parties hereto shall adjust their respective rights and obligations hereunder accordingly; and (iii) to the extent that such invalid or unenforceable provisions cannot be rendered valid or enforceable by amendment as aforesaid, the same shall be severed from this document as though never set forth herein.

e. **Binding Effect.** Subject to Subsection b. above, this Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

f. **Entire Agreement; Amendment.** This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and, except as may be otherwise specifically set forth herein, supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered, or modified in any manner whatsoever, other than by written agreement of and signed by all parties hereto.

g. **Governing Law & Jurisdiction.** This Agreement shall be governed by, and construed and enforced in accordance, with the laws of the Commonwealth of Pennsylvania, regardless of conflicts of laws principles. All claims arising from this Agreement shall be the exclusive jurisdiction of the Montgomery County Court of Common Pleas.

6. Notice and Forfeiture. All notices to be given under the terms of this Agreement shall be in writing and sent by certified mail, postage prepaid, addressed as follows:

If to the Authority, addressed as follows:

New Hanover Township Authority
2990 Fagleysville Road
Gilbertsville, PA 19525-9718
Attn: Authority Administrator

With a copy to:

John J. Mahoney, Esq.
Bellwoar Kelly LLP
126 W. Miner Street, Suite 1
West Chester, PA 19382

and

Jamie Gwynn
New Hanover Township Manager
2943 North Charlotte Street
Gilbertsville, PA 19525-5173

If to the Landowner, addressed as follows:

Brock Hallman
491 Kleman Road
Gilbertsville, PA 19525

Or such other address as subsequently indicated by either party in writing.

7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one instrument.

THE REST OF THIS PAGE IS BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date first indicated hereinabove.

Landowner:

Brock Hallman

Brock Hallman

Witness: *Shelly M Sallade*

Printed Name: Shelly M. Sallade

Landowner:

Kelsey Hallman

Kelsey Hallman

Witness: *Shelly M Sallade*

Printed Name: Shelly M. Sallade

For the Authority:

NEW HANOVER TOWNSHIP AUTHORITY

By: *Thomas Miskiewicz*
Thomas Miskiewicz, Chairman

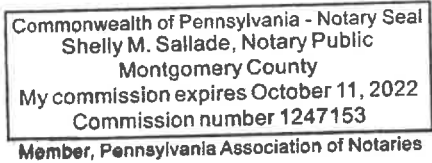
Attest: *Shelly M Sallade*
Shelly M Sallade

THE REST OF THIS PAGE IS BLANK

COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF :

On this, the 16th day of August, 2021, before me, the undersigned officer, in and for the said County and State, personally appeared **Brock Hallman**, who executed the foregoing instrument for the purposes therein contained by signing his name as above.

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

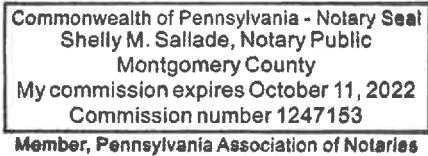


Shelly M. Sallade
Notary Public

COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF :

On this, the 16th day of August, 2021, before me, the undersigned officer, in and for the said County and State, personally appeared **Kelsey Hallman**, who executed the foregoing instrument for the purposes therein contained by signing his name as above.

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

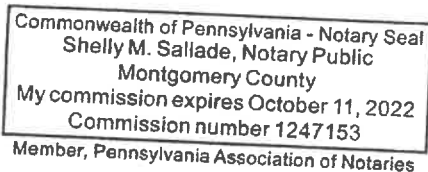


Shelly M. Sallade
Notary Public

COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF :

On this, the 19th day of August, 2021, before me, the undersigned officer, personally appeared **Thomas Miskiewicz**, who acknowledged himself to be the Chairman of **New Hanover Township Authority** of, and that he, as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of New Hanover Township Authority by himself as Chairman.

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



Shelly M. Sallade
Notary Public

EXHIBIT "A"

PLANS



20 1812 Big Road Executed Sanitary Sewer Line Reimbursement Agreement



Cedarville Engineering Group, LLC

Pottstown, Pennsylvania | Pensacola, Florida

P: 610-705-4500 E: info@CedarvilleEng.com

CedarvilleEng.com

Prepared by and Return to:

John J. Mahoney, Esquire
126 W. Miner Street, Suite 1
West Chester, PA 19382

Parcel No. 47-00-00212-00-2: (“Subject Property”)

SANITARY SEWER LINE REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made this 12th day of August, 2021, by and between **Arlene Smith**, the former title owner of 1812 Big Road, Gilbertsville, PA 19525, (hereinafter, the “Landowner”)

and

NEW HANOVER TOWNSHIP AUTHORITY, with a principal place of business at 2990 Fagleysville Road, Gilbertsville, Montgomery County, Pennsylvania (“Authority”).

RECITALS

WHEREAS, the Landowner owned that certain parcel of real property located along Big Road, in Residential Zoning District R-15, in New Hanover Township, Montgomery County, Pennsylvania, being Parcel No. 47-00-00212-00-2, being 0.5 acres +/- (“Subject Property”); and

WHEREAS, the Authority is a municipal authority organized under and governed by the Pennsylvania Municipality Authorities Act of 1945 (“Act”); and

WHEREAS, the Authority, pursuant to the powers vested in it by the Act and other applicable law, and with the request and consent of New Hanover Township, operates a sanitary sewer collection system (“Sewer System”) providing public sewer service; and

WHEREAS, the Landowner has constructed a sanitary sewer extension including approximately 1,035 linear feet of an off-site sanitary sewer line (the “Improvements”) to connect the Subject Property to the Sewer System pursuant to a Sanitary Sewer Extension Construction and Maintenance Agreement executed by the Landowner and Authority on November 16, 2016 (the “Construction Agreement”); and

WHEREAS, the Landowner has previously dedicated to the Authority ownership of the Improvements, including sewer lines, equipment, and easements for such Improvements; and

WHEREAS, the Act permits the Authority to charge a sewer tapping fee for the use of its Sewer System by third parties who did not contribute to the cost of the construction; and

WHEREAS, the Authority imposes a sewer tapping fee upon users of its Sewer System pursuant to its Sewer Tapping/Connection Fee Resolutions; and

WHEREAS, the Act permits a person to obtain reimbursement for certain costs from a municipality where that person, at their sole cost and expense, constructs a sanitary sewer line to which third parties connect, after such line is dedicated and accepted for the public's use; and

WHEREAS, the parties entered into a Sanitary Sewer Line Reimbursement Agreement dated as of April 23, 2019 to provide for reimbursement to the Landowner of costs attributable to the Landowner's construction of the Improvements premised on anticipated connections being made subsequently by other customers of the Authority's Sewer System;

WHEREAS, the Authority and Landowner have subsequently concluded and agreed that the calculation of reimbursement due was not determined correctly in accordance with the Act, and they have re-calculated the proper amount of reimbursement due;

WHEREAS, the provisions of the Act provide and authorize reimbursement in the amount of \$33,626.86, in accordance with the following summarization of calculations: (1) payment of the Authority's current tapping fee ((\$6,514.70), plus (2) the Swamp Creek Pike special purpose fee (\$1,066.90) for four anticipated future connections, and (3) the tapping fee and Swamp Creek Pike special purpose fee previously paid by Landowner (totaling \$3,386). The payment amount is agreed to be reduced by an overpayment of \$555.54 previously made based on a connection made by the owner of the property at 3101 Middle Creek Road, since the owner of that property paid Landowner \$8,137.14 but that property owner paid the Authority \$7,581.60; and

WHEREAS, the parties have agreed to amend their agreement concerning the reimbursement amount due, and also provide that the Authority will pay the reimbursement amount stated above at this time, rather than waiting to receive payment of tapping fees and special purpose fee payments from the property owners that are expected to make connections in the future, since the Authority has elected to allow those property owners to defer making a connection to the sewer system until they sell their respective properties and those payments might not be received within the ten year period specified in the Act as to which a reimbursement obligation would be required;

NOW, THEREFORE, the parties hereto, in consideration of the Recitals, terms and conditions as set forth herein, and intending to be legally bound, hereby agree as follows:

1. **Incorporation of Recitals.** The text, representations and calculations stated above are agreed to and incorporated herein. All terms of the above-identified Agreement are re-affirmed, except those modified hereby.

2. **Payment Amount, Time and Manner.** The mutually agreed payment amount of \$33,626.86 will be promptly paid in such manner determined by the Authority to be expeditious (e.g., check, electronic transfer, or other means) reasonably promptly after the Authority Board of Directors publicly approves the terms of this Agreement.

3. **Landowner's Rights.** The Landowner's right to receive reimbursement fees pursuant to this Agreement shall be deemed to be personal to the Landowner and shall continue if the Landowner sells, transfers, or conveys the Subject Property, or any portion thereof. The right to receive reimbursement fees pursuant to this Agreement shall be in no way construed to run with title to the Subject Property.

4. **Indemnification.**

The Landowner hereby agrees to indemnify and save harmless the Authority, its officials, officers, employees and agents, of, from, and against any liability, claim, suit or demand, of whatever nature or kind, whether founded or unfounded, arising from, out of, or related to Authority's right to assess, calculation of the amount of or any other claim of any nature related to the reimbursement, together with all cost, fees and expenses (including, but not limited to, attorney's fees and costs, and expert witness fees and costs) as may be incurred by the Authority in connection with any such liability, claim, suit or demand except to the extent caused by the negligence or willful misconduct of the Authority. Without limiting the generality of the immediately foregoing, Landowner represents that Landowner's right to receive reimbursement fees pursuant to the Agreement as set forth in the Agreement has remained and does remain the sole and exclusive right of Landowner, and Landowner has not transferred or assigned that right to any other party. Landowner further represents that her sale of the Subject Property in 2016 did not include the sale or assignment of her right to reimbursement for installation of the Improvements. In the event that any owner of the Property were to sue the Authority claiming the Authority should pay or should have paid reimbursement money to said owner per the Agreement, Landowner agrees to defend and indemnify the Authority in and from such lawsuit. The Authority is entitled to a set off of any amounts due to Landowner's failure or inability to fulfill her responsibilities in this regard.

5. **Miscellaneous.**

a. **Assignment; Delegation.** The Landowner shall not assign or delegate any of its rights, powers, privileges, duties, obligations, or liabilities hereunder without the express written consent of the Authority. Any such assignment or delegation, without such consent, shall be void. The Authority may act upon the direction of an agent of Landowner duly authorized by the terms of a power of attorney determined by the Authority to confer such authorization.

b. **Headings.** The captions or headings preceding the text of the several sections and subsections of this Agreement are inserted solely for convenience of reference; they shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

c. **Severability.** If any provision on this Agreement is held to be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (ii) this Agreement shall be and is hereby amended, to the minimum necessary, to remedy such invalidity or unenforceability, and the parties hereto shall adjust their respective rights and obligations hereunder accordingly; and (iii) to the extent that such

invalid or unenforceable provisions cannot be rendered valid or enforceable by amendment as aforesaid, the same shall be severed from this document as though never set forth herein.

d. **Binding Effect.** Subject to Subsection a. above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

f. **Entire Agreement; Amendment.** This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and, except as may be otherwise specifically set forth herein, supersede all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered, or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.

g. **Governing Law & Jurisdiction.** This Agreement shall be governed by, and construed and enforced in accordance, with the laws of the Commonwealth of Pennsylvania, regardless of conflicts of laws principles. All claims arising from this Agreement shall be the exclusive jurisdiction of the Montgomery County Court of Common Pleas.

6. **Notices.** All notices to be given under the terms of this Agreement shall be in writing and sent by certified mail, postage prepaid, addressed as follows:

If to the Authority, addressed as follows:

New Hanover Township Authority
2990 Fagleysville Road
Gilbertsville, PA 19525-9718
Attn: Authority Administrator

With a copy to:

John J. Mahoney, Esq.
Bellwoar Kelly LLP
126 W. Miner Street, Suite 1
West Chester, PA 19382

and

Jamie Gwynn
New Hanover Township Manager
2943 North Charlotte Street
Gilbertsville, PA 19525-5173

If to the Landowner, addressed as follows:

Arlene Smith
P. O. Box 548
4126 Coneflower Lane
Frederick, PA 19435

Or such other address as subsequently indicated by either party in writing.

7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date first indicated hereinabove.

Arlene Smith

Arlene Smith

Witness: Eileen Fogarty

Printed Name: Eileen Fogarty

**For the Authority:
NEW HANOVER TOWNSHIP AUTHORITY**

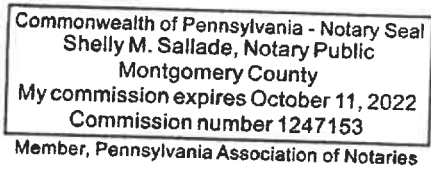
By: Thomas Miskiewicz
Thomas Miskiewicz, Chairman

Attest: Shelly M Sallade
Shelly M Sallade

COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF :

On this, the 12th day of August, 2021, before me, the undersigned officer, in and for the said County and State, personally appeared Arlene Smith, who executed the foregoing instrument for the purposes therein contained.

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

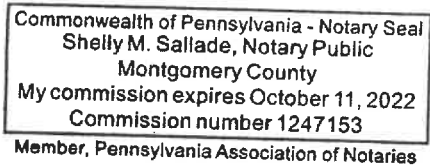


Shelly M. Sallade
Notary Public

COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF :

On this, the 19th day of August, 2021, before me, the undersigned officer, personally appeared Thomas Miskiewicz, who acknowledged himself to be the Chairman of **New Hanover Township Authority** of, and that he, as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of New Hanover Township Authority by himself as Chairman.

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



Shelly M. Sallade
Notary Public



21 Doli WBI Payment Information



Cedarville Engineering Group, LLC

Pottstown, Pennsylvania | Pensacola, Florida

P: 610-705-4500 E: info@CedarvilleEng.com

CedarvilleEng.com

#67

Michele Smith

From: Jamie Gwynn
Sent: Wednesday, July 28, 2021 11:16 AM
To: Joe Patalak
Cc: Jamie Gwynn; Michele Smith
Subject: RE: WBI Payment Question

Joe,

Thank you for discussing the details of the payment with me and for sending out the closing documents yesterday. Michele will cut a check today for \$303,398.96. I'll contact you when I receive two signatures on it. After this payment, the other outstanding request will be for the \$83k we will label "Change Order #2." Once you send over the documentation, I'll review it, ask questions if necessary, and then I will put it on the Authority's next agenda (August 18) for consideration.

Doli Payments

Bills List Date	Payment	Notes
10/13/2017	\$ 496,454.13	
11/7/2017	\$ 629,414.81	
1/6/2018	\$ 599,836.60	
	\$ 1,725,705.54	Paid to Doli to Date
Pending Details	\$ 303,398.96	
	\$ 2,029,104.50	w/pending payment to Doli

Contract Details

4/26/2016	\$ 1,726,000.00	Original Contract
2/17/2017	\$ 336,691.00	Change Order #1
	\$ 2,062,691.00	Total contract
	\$ 33,586.50	This amount is not owed to Doli.

Jamie L. Gwynn
Township Manager | New Hanover Township
2943 North Charlotte Street | Gilbertville, PA 19525
work: 610-323-1008 | cell: 267-454-8035
jgwynn@newhanover-pa.org | www.newhanover-pa.org

From: Joe Patalak <jpatalak@dolicconstruction.com>
Sent: Tuesday, July 27, 2021 1:05 PM
To: Jamie Gwynn <jgwynn@newhanover-pa.org>
Subject: Re: WBI Payment Question

Jamie,

To my knowledge Entech NEVER informed me that they disagreed with the pay app #5 I submitted on 4-22-21 to them. Your attachment is the first I am seeing of their changes, which I disagree with.

To respond to your questions please see below:

-Doli is in agreement that we have been paid

\$ 1,725,705.54 to date per the contract.

-Entech's reduction of CO 1 from \$ 336,691.00 to \$ 268,097.40 was a result of them not paying 100% of CO 1 items: additional silt sox (pd only 70%) % erosion control blanket (pd only 50%). Doli was on record several times NOT agreeing to these % reserving the right to revisit. Please see attached email correspondence # 1 resulting from pay app # 3 (12-14-17) & email correspondence # 2 resulting from pay app # 4 submission (8-20-18). These 2 items within the CO # 1 were completed to 100% of their Lump Sum value in our opinion per the contract, but Entech never gave us a opportunity to discuss with them. It just got kicked down the road awaiting for MCCD / DEP to get resolved. Our interpretation of what was shown on the plans pertaining to these 2 CO items in question were different from Entech's view. Since John Brady is gone, Entech just utilized his 3-12-18 email as attached in appendix A of their letter to you to formulate their % for pay app # 5, which Doli disagrees with.

Per the pay app # 5 we submitted that would put us at the \$ 303,398.96 we discussed at our 7-15-21 meeting we had. It is odd that Entech didn't say it was a different amount especially when they composed a 47 page response concerning it.

Doli's intention was \$ 303,398.96 per pay app #5 (attached) releasing all project retainage and paying for all work completed. Outstanding would be the \$ 83,553.84 (In-Project Items) & \$ 506,812.53 (Unforeseen DEP items).

As evidence of the authority willing to compromise by willing to pay the \$ 83k / take over COA items and Doli forgoing interest charges from 2.5 years on Pay app # 5 we remain optimist we can get the DEP portion settled. Doli is not hung up on individual \$ items, but just an overall end \$ amount.

Please call to discuss once you review.

Thanks

Joe

215-783-0051 cell

On Fri, Jul 23, 2021 at 4:55 PM Jamie Gwynn <jgwynn@newhanover-pa.org> wrote:

Joe –

Before I issue release a payment for \$303,398.96, I need your help with additional clarification. I am double checking numbers and want to be sure all the numbers are equal. This email pertains to the contract and change orders only, not the other amounts we discussed (I think you said you've incurred about \$500k because of DEP.).

You've stated Doli is owed \$303,398.96 in a final contract payment + about an additional \$83,553.84 in change orders. This equals \$386,952.70. Am I correct here?



22 2019 Swamp Pike Sewer Main Replacement Final Payment Application



Cedarville Engineering Group, LLC

Pottstown, Pennsylvania | Pensacola, Florida

P: 610-705-4500 E: info@CedarvilleEng.com

CedarvilleEng.com



December 8, 2020

Entech No. 4602.35

Mr. Jamie Gwynn, Township Manager
New Hanover Township Authority
2990 Fagleysville Road
Gilbertsville, PA 19525

**Re: Swamp Pike Main Replacement Project
Payment Request No. 3**

Dear Mr. Gwynn:

We have reviewed the Wexcon, Inc. Application for Payment No. 3, which is also the Final Payment Application for the above listed project. All quantities of work listed on the Project estimate sheet have been confirmed by the Construction Observer. Entech recommends payment of \$12,527.20, which represents payment for work completed on this project from June 1, 2020 to July 31, 2020. The final payment consists of the release of the retainage and the Demobilization / Closeout line item.

Over the past few months, a punch-list has been prepared and the listed items have been satisfactorily addressed by the Contractor.

Please contact us should you have any questions.

Very truly yours,

Matthew L. Boggs, PE
Project Manager

Enclosures

Acct. #	\$ Amt.	Aprvd. By
10-409-720	\$ 12,527.20	BS
		Date Pd.
Check #	Total	

APPLICATION FOR PAYMENT #3-Final

To(Owner): New Hanover Township Authority

From(Contractor): Wexcon, Inc. 379 Tilden Road Mohrsville, PA 19541

Period To: 7/31/2020

Contract No.:

Contract for: 2019 Swamp Pike Sewer Main Replacement Project

CHANGE ORDER SUMMARY		Additions	Deductions
CHANGE ORDERS APPROVED IN PREVIOUS MONTHS BY OWNER			
TOTAL			
APPROVED THIS MONTH			
Number	Date approved		0.00
TOTALS		0.00	0.00
NET CHANGE BY CHANGE ORDERS			
TOTALS		0.00	0.00

State of Pennsylvania;
County of Berks:

- 1. ORIGINAL BID SUM..... \$ 229,379.00
- 2. NET CHANGE BY CHANGE ORDERS..... \$ -
- 3. BID SUM TO DATE (LINE 1 + 2)..... \$ 229,379.00
- 4. TOTAL COMPLETED AND STORED TO DATE..... \$ 220,524.00
- 5. RETAINAGE:
 - a. 0% OF COMPLETED WORK..... 0.00
 - b. 10% OF STORED MATERIALS..... \$ -
- TOTAL RETAINAGE..... \$ -
- 6. TOTAL EARNED LESS RETAINAGE..... \$ 220,524.00
(LINE 4 LESS LINE 5 TOTAL)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$ 207,996.80
(LINE 6 FROM PRIOR CERTIFICATE)
- 8. CURRENT PAYMENT DUE..... \$ 12,527.20 ✓
(LINE 6 FROM PRIOR CERTIFICATE)
- 9. BALANCE TO FINISH..... \$ 8,855.00
(LINE 3 LESS LINE 6)

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the contract have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications numbered 1 through 2, inclusive and that such payments have been made in compliance with the Pennsylvania Prompt Pay Act, Act 142 of 1994; (2) \$12,527.20 due to all materials and equipment incorporated in said work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment, free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to Owner indemnifying Owner against any such lien, claim, security interest, or encumbrance.); and (3) all Work covered by this Application for Payment is in accordance with the contract documents and is not defective, as that item is defined in the contract documents.

Payment of the above Current Amount Due is recommended. ✓

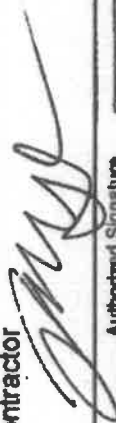
Dated: 12/09/2020

Dated: 12/09/2020

Wexcon, Inc.

Contractor

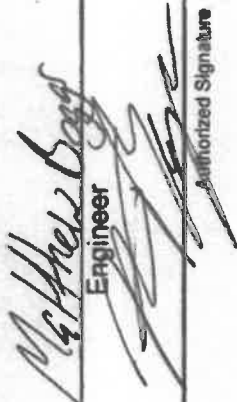
By:



Taken, sworn and subscribed before me this 9th Day of December, 2020

Authorized Signature
Commonwealth of Pennsylvania - Notary Seal
Lynne Spatz, Notary Public
Berks County
My commission expires April 3, 2023
Commission number 1346772

By:



Engineer
Authorized Signature

2019 Swamp Pike Sewer Main Replacement Project

Application # 3-Final Date: 8/3/2020

Item No.	Item Description	Est. Qty	Unit Price	Schedule Of Values Amount	Quantity This Month	To Date	This Month	To Date	%	Material Stored	Amount Complete & Stored
1	Bonds & Insurance	1.00	3,975.00	3,975.00	1.00	1.00	-	3,975.00	100%	-	3,975.00
2	Mobilization	1.00	3,877.00	3,877.00	1.00	1.00	-	3,877.00	100%	-	3,877.00
3	E&S Controls	1.00	1,945.00	1,945.00	1.00	1.00	-	1,945.00	100%	-	1,945.00
4	8" PVC Main via Slip-lining STA 0+00 to 14+20	1,420.00	48.00	68,160.00	1,420.00	1,420.00	-	68,160.00	100%	-	68,160.00
5	Slip-Line Entrances/Ext Pit Exc./Restoration	1.00	24,321.00	24,321.00	1.00	1.00	-	24,321.00	100%	-	24,321.00
6	SS Manhole	6.00	5,478.00	32,868.00	6.00	6.00	-	32,868.00	100%	-	32,868.00
7	Stub to Ex. Main/Manhole	2.00	976.00	1,952.00	2.00	2.00	-	1,952.00	100%	-	1,952.00
8	Annular Pipe Space Grout Installation	1,320.00	5.00	6,600.00	1,320.00	1,320.00	-	6,600.00	100%	-	6,600.00
9	SS Lateral Reinstatement	5.00	2,755.00	13,775.00	5.00	4.00	-	11,020.00	80%	-	11,020.00
10	Bypass Pumping	12.00	375.00	4,500.00	8.00	8.00	-	3,000.00	67%	-	3,000.00
11	Cul/Cap Ex. Force Main & Low Pressure Main	1.00	770.00	770.00	1.00	1.00	-	770.00	100%	-	770.00
12	Trench Plugs	2.00	585.00	1,170.00	2.00	2.00	-	1,170.00	100%	-	1,170.00
13	Asbestos Pipe Handling/Disposal	130.00	25.00	3,250.00	130.00	130.00	-	3,250.00	100%	-	3,250.00
14	County Road Pavement Restoration	50.00	141.00	7,050.00	50.00	50.00	-	7,050.00	100%	-	7,050.00
15	Demobilization/Closeout	1.00	1,580.00	1,580.00	1.00	1.00	1,580.00	1,580.00	100%	-	1,580.00
16	Misc Cast-In-Place Concrete	10.00	235.00	2,350.00	-	-	-	-	0%	-	-
17	Misc Unclassified Excavation	25.00	60.00	1,500.00	-	-	-	-	0%	-	-
18	Misc Aggregate Backfill	25.00	30.00	750.00	-	-	-	-	0%	-	-
19	E&S Controls	1.00	1,760.00	1,760.00	1.00	1.00	-	1,760.00	100%	-	1,760.00
20	8" PVC Main via Slip-lining STA 14+20 to 20+70	660.00	44.00	28,600.00	650.00	650.00	-	28,600.00	100%	-	28,600.00
21	SS Manhole	1.00	5,621.00	5,621.00	1.00	1.00	-	5,621.00	100%	-	5,621.00
22	Annular Pipe Space Grout Installation	650.00	12.00	7,800.00	650.00	650.00	-	7,800.00	100%	-	7,800.00
23	SS Lateral Reinstatement	1.00	2,745.00	2,745.00	1.00	1.00	-	2,745.00	100%	-	2,745.00
24	Bypass Pumping	2.00	375.00	750.00	2.00	2.00	-	750.00	100%	-	750.00
25	County Road Pavement Restoration	10.00	171.00	1,710.00	10.00	10.00	-	1,710.00	100%	-	1,710.00
				Contract Amount	229,379.00		1,580.00	220,799.00			220,799.00
				Change Order Total							
TOTALS:				\$ 229,379.00			\$ 1,580.00	\$ 220,799.00		\$	\$ 220,799.00

EXHIBIT B

**NEW HANOVER TOWNSHIP
EDU SCHEDULE**

Property to be Connected	EDU Value
1. Each private dwelling or living unit	1 EDU/Unit
2. Each hotel, motel or boarding house	
a. Without kitchen and/or laundry facilities in unit	1 EDU/2.5 suites
b. With kitchen and/or laundry facilities in unit	1 EDU/1.75 suites
c. With kitchen and/or laundry facilities in unit and more than one bedroom	1 EDU/suite
3. Each restaurant, club or tavern	
a. Toilet and kitchen wastes	1 EDU/7 seats
b. Additional for bars and cocktail lounges	1 EDU/14 seats
c. Kitchen and toilet waste, single-service utensils	1 EDU/10 seats
4. Each church (not including daycare or social halls)	1 EDU/connection
5. Each fire company (not including social halls)	1 EDU/connection
6. Each municipal building	1 EDU/connection
7. Each service station, automobile repair shop or garage	1 EDU/restroom
8. Each barber or beauty shop	1 EDU/2 chairs
9. Each retail or wholesale store	1 EDU/3,500 sq. ft.
10. Each enclosed shopping mall, open air shopping or commercial shopping center	1 EDU/2,200 sq. ft.
11. Each grocery market, supermarket, convenience store without in-store food service	2 EDUs/10 employees
12. Each office, office building or portion of a building used for office or professional space	1 EDU/3,500 sq. ft.
13. Each doctor's office	1 EDU/2 examining rooms
14. Each dentist's office	1 EDU/3 dental chairs



**NEW HANOVER TOWNSHIP
EDU SCHEDULE**

	Property to be Connected	EDU Value
15.	Each industry (excluding process waste)	1 EDU/3,500 sq.ft.
16.	Each public or private day school	1 EDU/20 teachers, employees and pupils
17.	Each day care school or nursery school	1 EDU/20 teachers, employees and pupils
18.	Each self-service laundromat	2 EDU/machine
19.	Each car wash	2 EDU/first bay 1 EDU/each additional bay
20.	Each warehouse	1 EDU/25,000 sq.ft
21.	Industrial process waste or any wastewater discharge other than normal domestic waste	1 EDU/200 gpd of water consumption
22.	Each meal caterer, where all meals are served on the premises	
	a. Where all meals are served on the premises	1 EDU/30 seats (seating capacity)
	b. Where all meals are served off the premises	1 EDU/2,500 sq.ft.
23.	Each general hospital	1 EDU/1.5 beds
24.	Each rest home, nursing home	1 EDU/2.5 beds
25.	Each funeral home	1 EDU/2 viewing rooms
26.	Each theater	1 EDU/100 seats
27.	Each bowling alley	1 EDU/5 alleys
28.	Any other uses not classified above	To be determined by the Township



Wong J. [Signature]

