



# TOWNSHIP OF ABINGTON

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*Drew Rothman, Vice-Chair  
Dennis Zappone  
Tom Bowman  
Ken Brodsky*

## *PUBLIC WORKS COMMITTEE*

### **A G E N D A** **September 5, 2018** **7:00 P.M.**

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1. CALL TO ORDER
2. CONSIDER APPROVAL OF MINUTES
  - a. Motion to approve the minutes of the June 6, 2018 Public Works Committee Meeting.

3. PRESENTATION

4. UNFINISHED BUSINESS

*PUBLIC WORKS COMMITTEE* *COMMISSIONER DREW ROTHMAN, VICE CHAIR*

- a. **PW-01-090518** Consider a motion to adopt Ordinance No. 2158 amending Chapter  
(*PW-03-080918*) 132 - "Sewers and Sewage," of the Code of the Township of Abington,  
to add new article XXXIV, Titled "Mill Road Sewer District,"

5. NEW BUSINESS

*PUBLIC WORKS COMMITTEE* *COMMISSIONER DREW ROTHMAN, VICE CHAIR*

- a. **PW-02-090518** Consider a motion to award the Mill Road Sanitary Sewer Project  
Contract No. 152 to N. Abbonizio Contractors in the amount of  
\$280,512.00 and authorize and fund the Mill Road Sewer District  
Project from the Sewer Capital Fund Balance in an amount not to  
exceed \$375,000.00.
- b. **PW-03-090518** Consider a motion to approve Resolution # 18-038 of the  
Commonwealth of Pennsylvania Department of Environmental  
Protection Bureau of Clean Water for plan revision for new land  
development for the Abington School District, Abington Senior  
Highschool.
- c. **PW-04-090518** Consider a motion to award Contract No. 151, Influent Pump Station  
Generator, to Brendan Stanton, Inc. dba BSI Electrical Contractors for  
the Base Bid of \$126,100.00 and Alternate A of \$36,900.00 for the total  
amount of \$163,000.00 and to authorize the President of the Board of  
Commissioners and the Township Secretary to execute all appropriate  
documents.



# TOWNSHIP OF ABINGTON

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## *PUBLIC WORKS COMMITTEE*

*Drew Rothman, Vice-Chair  
Dennis Zappone  
Tom Bowman  
Ken Brodsky*

### **A G E N D A** **September 5, 2018** **7:00 P.M.**

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- d. **PW-05-090518** Consider a motion to approve Resolution No. 18-039 adopting an updated Intergovernmental Agreement (IGA) for the preparation of a Water Quality Improvement Plan for the Wissahickon Creek Watershed.
- e. **PW-06-090518** Consider authorizing execution of Snow and Ice agreement for the next 3 years.
- f. **PW-07-090518** Consider a motion to accept the lowest responsible bid and authorize the Township Manager to enter into a contract with DiGiulio's Clothing & Footwear to provide uniforms and accessories services to the Per Diem Union employees pursuant to the collective bargaining agreement.

**6. PUBLIC COMMENT**

**7. ADJOURNMENT**



**PUBLIC WORKS COMMITTEE**

**AGENDA ITEM**

August 23, 2018

DATE

PW-01-090518

AGENDA ITEM NUMBER

Engineering and Code

DEPARTMENT

**FISCAL IMPACT**

Cost > \$10,000.

Yes



No



**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes



No



**AGENDA ITEM:**

Consider a motion to adopt Ordinance No. 2158 No. 2158 amending Chapter 132 - "Sewers and Sewage," of the Code of the Township of Abington, to add new article XXXIV, Titled "Mill Road Sewer District," establishing a new sewer district in the vicinity of Mill Road; providing for the assessment and recovery of costs and expenses for construction of the sewer collection lines by the foot-front and/or benefit rule; providing for collection of a sewer rental rate from property owners within the sewer district; and providing for the liening of properties subject to assessments.

**EXECUTIVE SUMMARY:**

To adopt Ordinance No. 2158 amending Chapter 132 - "Sewers and Sewage," of the Code of the Township of Abington, to add new article XXXIV, Titled "Mill Road Sewer District," establishing a new sewer district in the vicinity of Mill Road; providing for the assessment and recovery of costs and expenses for construction of the sewer collection lines by the foot-front and/or benefit rule; providing for collection of a sewer rental rate from property owners within the sewer district; and providing for the liening of properties subject to assessments.

**PREVIOUS BOARD ACTIONS:**

- 08.09.18 - The Board of Commissioners approved advertisement of Ordinance 2158.
- 08.26.18 - Ordinance advertised in the Times Chronicle

**RECOMMENDED BOARD ACTION:**

Consider a motion to adopt Ordinance No. 2158 No. 2158 amending Chapter 132 - "Sewers and Sewage," of the Code of the Township of Abington, to add new article XXXIV, Titled "Mill Road Sewer District," establishing a new sewer district in the vicinity of Mill Road; providing for the assessment and recovery of costs and expenses for construction of the sewer collection lines by the foot-front and/or benefit rule; providing for collection of a sewer rental rate from property owners within the sewer district; and providing for the liening of properties subject to assessments.

**TOWNSHIP OF ABINGTON  
MONTGOMERY COUNTY, PENNSYLVANIA**

**ORDINANCE NO.   2158**

**AN ORDINANCE AMENDING CHAPTER 132 – “SEWERS AND SEWAGE,” OF THE CODE OF THE TOWNSHIP OF ABINGTON, TO ADD NEW ARTICLE XXXIV, TITLED “MILL ROAD SEWER DISTRICT,” ESTABLISHING A NEW SEWER DISTRICT IN THE VICINITY OF MILL ROAD; PROVIDING FOR THE ASSESSMENT AND RECOVERY OF COSTS AND EXPENSES FOR CONSTRUCTION OF THE SEWER COLLECTION LINES BY THE FOOT-FRONT AND/OR BENEFIT RULE; PROVIDING FOR COLLECTION OF A SEWER RENTAL RATE FROM PROPERTY OWNERS WITHIN THE SEWER DISTRICT; AND PROVIDING FOR THE LIENING OF PROPERTIES SUBJECT TO ASSESSMENTS**

**WHEREAS**, the Township of Abington is a Township of the First Class, duly organized and existing pursuant to the applicable laws of the Commonwealth of Pennsylvania; and

**WHEREAS**, pursuant to Article XXIV, “Sewer and Drains,” of the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §57401-57445, the Board of Commissioners has the authority to establish and construct a system of sanitary sewers and drainage, and to establish sewer districts, estimate the proportion of the cost of the sewer system and establish an apportionment of said costs to properties within the district; and

**WHEREAS**, the Board of Commissioners of the Township of Abington has determined that Chapter 132 – “Sewers and Sewage,” should be amended to establish a new sewer district, known as the Mill Road Sewer District, by the addition of new Article XXXIV, Sections 200 through 205, for the purposes of extending the public sewer system and assessing the associated costs and expenses against the properties to be benefited by such expansion..

**NOW, THEREFORE**, the Board of Commissioners of the Township of Abington does hereby **ENACT** and **ORDAIN** as follows:

1. Chapter 132 – “Sewers and Sewage,” is amended to add new Article XXXIV, titled “Mill Road Sewer District,” Sections 200 through 205 as set forth in Exhibit “A” attached hereto and incorporated herein in its entirety as though fully set forth herein.
2. All other ordinances, portions of ordinances, or any section of the Code inconsistent with this Ordinance are hereby repealed.
3. This Ordinance shall become effective five (5) days after enactment.

**ORDAINED AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

TOWNSHIP OF ABINGTON  
BOARD OF COMMISSIONERS

Attest:

\_\_\_\_\_  
Richard J. Manfredi, Secretary,  
Township Manager

By: \_\_\_\_\_  
Wayne C. Luker, President

**Exhibit  
“A”**

**Article XXXIV: MILL ROAD SEWER DISTRICT**

§ 132-200. District created.

There is hereby established a sewer district to be known as the Mill Road Sewer District.

§ 132-201. District defined.

The Mill Road Sewer District is hereby defined as those residential properties presently existing on the streets identified on Exhibit “A-1,” attached hereto and incorporated herein in its entirety as though fully set forth herein.

§ 132-202. Apportionment of costs.

The cost of constructing the sewer collection lines and associated components necessary to serve the Mill Road Sewer District shall be apportioned between and assessed against the properties in the District in accordance with Article I of this chapter, pursuant to the foot-front rule and/or the benefit rule, and such cost shall include engineering, legal, advertising and similar expenses, as is legally chargeable upon the properties accommodated or benefited thereby.

§ 132-203. Recovery of Costs.

The costs apportioned to and assessed against each property in the Mill Road Sewer District pursuant to § 132-202, together with simple interest of six per centum (6%), shall be payable over a fifteen (15) year period in quarterly installments.

§ 132-204. Annual rate or rental.

The owner of each property in the Mill Road Sewer District connecting with and using the Township sanitary sewer system shall pay an annual rate or rental in accordance with the schedule of residential rates as adopted by the Township Board of Commissioners from time to time.

§ 132-205. Failure to pay.

In the event that any property owner in the Mill Road Sewer District shall fail to pay the amount specified in § 132-203, and such amount remains unpaid for a period of thirty (30) days, the entire cost apportioned to and assessed against such property pursuant to § 132-202 shall then become due and payable, and the same shall constitute a lien against the property, and the Township Solicitor shall proceed to collect the same under the general laws relating to the collection of municipal claims.



**PUBLIC WORKS COMMITTEE**

**AGENDA ITEM**

August 23, 2018

*DATE*

Engineering and Code

*DEPARTMENT*

PW-02-090518

*AGENDA ITEM NUMBER*

**FISCAL IMPACT**

Cost > \$10,000.

Yes



No



**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes



No



**AGENDA ITEM:**

Awarding the Mill Road Sewer District Project and authorizing the funding of the project.

**EXECUTIVE SUMMARY:**

An informational meeting was held on March 19, 2018 for the new Sewer District extension on Mill Road between Coates and Gilbert Road to serve seven residents currently on septic systems.

**PREVIOUS BOARD ACTIONS:**

**RECOMMENDED BOARD ACTION:**

Consider a motion to award the Mill Road Sanitary Sewer Project Contract No. 152 to N. Abbonizio Contractors in the amount of \$280,512.00 and authorize and fund the Mill Road Sewer District Project from the Sewer Capital Fund Balance in an amount not to exceed \$375,000.00.



# TOWNSHIP OF ABINGTON

*Office of the Township Manager*

Richard J. Manfredi  
Township Manager

## FISCAL NOTE

AGENDA ITEM NUMBER: PW-02-090518

DATE INTRODUCED: August 23, 2018

FISCAL IMPACT AMOUNT:

FUND: Sewer Capital Fund Balance

FISCAL IMPACT:

YES

NO

FISCAL IMPACT

Cost > \$10,000.

Yes

No

### SUMMARY

Two contractor bids were received. The low bid is \$280,512.00. Engineering proposal of \$21,000 and Township Solicitor legal fees associated with project.

### ANALYSIS

The bids were properly advertised with a mandatory pre-bid meeting held on Tuesday, August 7 at 8:30 AM and bids were opened on Monday, August 20 at 3:00 PM in the Commissioners Board Room.



**MILL ROAD  
SANITARY SEWER PROJECT  
CONTRACT NO. 152  
MONDAY, AUGUST 20, 2018  
BIDS DUE BY 2:30 P.M.  
BIDS OPENED AT 3:00 P.M.  
UNOFFICIAL RESULTS**

<b>COMPANY NAME</b>	<b>BID</b>
<b>N. Abbonizio Contractors</b>	<b>\$280,512.00</b>
<b>Almeida &amp; Hudak Contractors</b>	<b>\$337,240.00</b>

**COMMENTS:**



**PUBLIC WORKS COMMITTEE**

**AGENDA ITEM**

August 23, 2018

PW-03-090518

DATE

AGENDA ITEM NUMBER

Wastewater & Engineering

DEPARTMENT

FISCAL IMPACT

Cost > \$10,000.

Yes

No

PUBLIC BID REQUIRED

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Resolution No. 18-038, Abington School District's Senior High School Additions application.

**EXECUTIVE SUMMARY:**

We have received the full PaDEP Sewage Facilities Planning Module application prepared by Renew Design Group (Seth Schwartzberg) for the Abington School District's proposed renovations and additions to the Senior High School facilities. Cheltenham Twp., PWD, The Montgomery County Planning Commission and Health Dep't. have completed their respective components and Mark Penecale has execute the Abington Planning Commission (Component 4A). The Wastewater Department completed Component 3-J (Chapter 94 Consistency), which was reviewed and approved by Cheltenham Twp. and PWD. Renew Design has submitted the entire package to us for action at the September 5, 2018 Committee meeting and September 13, 2018 BOC meeting.

Approval and the authorization to complete and execute the PaDEP Transmittal Letter and their "Resolution for Plan Development for New Land Development" forms is required.

**PREVIOUS BOARD ACTIONS:**

At the December 17, 2017 Abington Township Planning Commission meeting the land development plan was approved. At the December February 8, 2018 regular public meeting of the Board of Commissioners the land development application was approved.

**RECOMMENDED BOARD ACTION:**

Consider a motion to approve Resolution # 18-038 of the Commonwealth of Pennsylvania Department of Environmental Protection Bureau of Clean Water for plan revision for new land development for the Abington School District, Abington Senior Highschool.



# TOWNSHIP OF ABINGTON

*Office of the Township Manager*

Richard J. Manfredi  
Township Manager

## FISCAL NOTE

AGENDA ITEM NUMBER: PW-03-090518

DATE INTRODUCED: August 23, 2018

FISCAL IMPACT AMOUNT: \$0

FUND: N/A

FISCAL IMPACT:

YES

NO

FISCAL IMPACT

Cost > \$10,000.

Yes

No

### SUMMARY

Approval and the authorization to complete and execute the PaDEP Transmittal Letter and their "Resolution for Plan Development for New Land Development" forms is required for the Sewage Facilities Planning Module application for the Abington School District's proposed renovations and additions to the Senior High School facilities.

### ANALYSIS

There is no cost to Abington Township associated with the completion of the Planning Module documents. Renew Design Group has calculated the appropriate PaDEP review fees and has provided payment of these fees to be included with the submission to PaDEP's Southeast Regional Office.

**TRANSMITTAL LETTER  
 FOR SEWAGE FACILITIES PLANNING MODULE**

DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) USE ONLY				
DEP CODE #	CLIENT ID #	SITE ID #	APS ID #	AUTH. ID #

TO: Approving Agency (DEP or delegated local agency)  
 Department of Environmental Protection  
 2 East Main Street, Norristown, PA 19401  
 Attn: John M. Venezia

Date 8/20/2018

Dear Sir/Madam:

Attached please find a completed sewage facilities planning module prepared by Glenn Harris, RLA (Name)  
 Project Manager, Renew Design Group for Abington Senior High School - Abington School District (Name)  
 (Title) a subdivision, commercial, or industrial facility located in Abington Township, Montgomery County.  
 (City, Borough, Township)

**Check one**

- (i) The planning module, as prepared and submitted by the applicant, is approved by the municipality as a proposed  revision  supplement for new land development to its Official Sewage Facilities Plan (Official Plan), and is  adopted for submission to DEP  transmitted to the delegated LA for approval in accordance with the requirements of 25 Pa. Code Chapter 71 and the *Pennsylvania Sewage Facilities Act* (35 P.S. §750),

OR

- (ii) The planning module will not be approved by the municipality as a proposed revision or supplement for new land development to its Official Plan because the project described therein is unacceptable for the reason(s) checked below:

**Check Boxes**

- Additional studies are being performed by or on behalf of this municipality which may have an effect on the planning module as prepared and submitted by the applicant. Attached hereto is the scope of services to be performed and the time schedule for completion of said studies.
- The planning module as submitted by the applicant fails to meet limitations imposed by other laws or ordinances, officially adopted comprehensive plans and/or environmental plans (e.g., zoning, land use, 25 Pa. Code Chapter 71). Specific reference or applicable segments of such laws or plans are attached hereto.
- Other (attach additional sheet giving specifics).

*Municipal Secretary: Indicate below by checking appropriate boxes which components are being transmitted to the approving agency.*

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Resolution of Adoption                              | <input type="checkbox"/> 3 Sewage Collection/Treatment Facilities | <input type="checkbox"/> 4A Municipal Planning Agency Review         |
| <input type="checkbox"/> Module Completeness Checklist                       | <input type="checkbox"/> 3s Small Flow Treatment Facilities       | <input type="checkbox"/> 4B County Planning Agency Review            |
| <input type="checkbox"/> 2 Individual and Community Onlot Disposal of Sewage |   | <input type="checkbox"/> 4C County or Joint Health Department Review |

Municipal Secretary (print)

Signature

Date

## RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

Resolution #18-038

RESOLUTION OF THE (SUPERVISORS) (COMMISSIONERS) (COUNCILMEN) of Abington Township  
(TOWNSHIP) (BOROUGH) (CITY), Montgomery COUNTY, PENNSYLVANIA (hereinafter "the municipality").

**WHEREAS** Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the *Pennsylvania Sewage Facilities Act*, as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (DEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

**WHEREAS** Abington School District has proposed the development of a parcel of land identified as  
land developer

Abington Senior High School, and described in the attached Sewage Facilities Planning Module, and  
name of subdivision

proposes that such subdivision be served by: (check all that apply),  sewer tap-ins,  sewer extension,  new treatment facility,  individual onlot systems,  community onlot systems,  spray irrigation,  retaining tanks,  other, (please specify). Expansion of existing facility

**WHEREAS**, Abington Township finds that the subdivision described in the attached  
municipality

Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

**NOW, THEREFORE, BE IT RESOLVED** that the (Supervisors) (Commissioners) (Councilmen) of the (Township) (Borough) (City) of Abington hereby adopt and submit to DEP for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

I \_\_\_\_\_, Secretary, \_\_\_\_\_  
(Signature)

Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of the Township (Borough) (City) Resolution # \_\_\_\_\_, adopted, \_\_\_\_\_, 20\_\_\_\_\_.

Municipal Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Seal of  
Governing Body*

Telephone \_\_\_\_\_

Component 3J Checklist

Applicant Checklist (✓ or N/A)	Materials Required to be Included in the Planning Package	DEP Completeness Review
<b>DEP Checklist Letter</b>		
✓	DEP checklist letter is attached with items checked off by the applicant (or applicant's authorized representative) as included	
✓	DEP checklist letter certification statement completed and signed	
<b>Transmittal Letter (Form 3800-FM-BPNPSM0355)</b>		
✓	Transmittal Letter is attached, completed and the appropriate boxes in Section (i) are checked.	
	Transmittal Letter is signed by the municipal secretary	
<b>Resolution of Adoption (Form 3800-FM-BPNPSM0356)</b>		
✓	Resolution of Adoption is attached and completed	
	Resolution of Adoption is signed by the municipal secretary	
	Resolution of Adoption has a visible municipal seal	
<b>Component 4A - Municipal Planning Agency Review (Form 3800-FM-BPNPSM0362A)</b>		
✓	Component 4A is attached, completed and signed	
N/A	Municipal Responses to Component 4A comments are included	
<b>Component 4B – County Planning Agency Review (Form 3800-FM-BPNPSM0362B)</b>		
✓	Component 4B is attached, completed and signed	
N/A	Municipal Responses to Component 4B comments are included	
<b>Component 4C – County or Joint Health Department Review (Form 3800-FM-BPNPSM0362C)</b>		
✓	Component 4C is attached, completed and signed	
N/A	Municipal Responses to Component 4C comments are included	
<b>Component 3 Sewage Facilities Planning Module (Form 3800-FM-BPNPSM0353)</b>		
<i>Section A: Project Information</i>		
✓	Section A.1. The Project Name is completed	
✓	Section A.2. The Brief Project Description is completed	
<i>Section B: Client Information</i>		
✓	Client Information is completed	
<i>Section C: Site Information</i>		
✓	Site Information is completed	
✓	A copy of the 7.5 minute USGS Topographic map is attached with the development site outlined, as required by the instructions and the checklist	
<i>Section D: Project Consultant Information</i>		
✓	Project Consultant Information is completed	
<i>Section E: Availability of Drinking Water Supply</i>		
✓	The appropriate box is checked in Section E	
✓	For existing public water supplies, the name of the company is provided	
✓	For public water supplies, the certification letter from the public water company is attached	
<i>Section F: Project Narrative</i>		

Component 3J Checklist

✓	The Project Narrative is attached	
✓	All information required in the module directions has been addressed	
<i>Section G: Proposed Wastewater Disposal Facilities</i>		
✓	Section G.1.a. The collection system boxes are checked	
N/A	The Pennsylvania Clean Streams Law (CSL) permit number is provided for existing systems	
✓	Section G.1.b. The questions on the collection system are completed	
✓	Section G.2.a. The appropriate treatment facility box is checked	
✓	For existing treatment facilities, the name is provided	
✓	For existing treatment facilities, the NPDES permit number is provided	
✓	For existing treatment facilities, the CSL permit number is provided	
N/A	For new treatment facilities, the discharge location is provided	
✓	Section G.2.b. The certification statement has been completed and signed by the wastewater treatment facility permittee or their representative	
✓	Section G.3. The plot plan is attached and contains all items in the module instructions under Section G.3	
✓	The plot plan will show the proposed sewer facilities, sewer extension and/or point of connection to the existing sewer line or point of discharge	
	Copies of easement(s) or right-of-way(s) are attached	
✓	Section G.4. The boxes are checked regarding Wetland Protection	
✓	Section G.5. The boxes are checked regarding Primary Agricultural Land	
✓	Section G.6. The boxes are checked confirming consistency with the Historic Preservation Act	
N/A	The Cultural Resources Notice (CRN) (Form 0120-PM-PY0003) is attached	
N/A	A return receipt for its submission to the PHMC is attached	
N/A	The PHMC review letter is attached	
✓	Section G.7. The boxes are checked regarding Pennsylvania Natural Diversity Inventory (PNDI)	
✓	Pennsylvania Natural Diversity Inventory (PNDI) Project Environmental Review Receipt is attached	
✓	PNDI Review Receipt, if no potential impacts identified, is not older than 2 years	
N/A	All supporting resolution documentation from jurisdictional agencies (when necessary) is attached and not older than 2 years	
N/A	A completed PNDI Large Project Form (PNDI Form) (Form	

Component 3J Checklist

N/A	8100-FM-FR0161) is attached with all supplemental materials and DEP is requested to complete the search.	
<i>Section H: Alternative Sewage Facilities Analysis</i>		
✓	The Alternative Sewage Facilities Analysis is attached	
✓	All information required in the module directions has been addressed	
<i>Section I: Compliance with Water Quality Standards and Effluent Limitations</i>		
N/A	The box is checked regarding Waters Designated for Special Protection	
N/A	The Social or Economic Justification is attached	
N/A	The box is checked regarding Pennsylvania Waters Designated As Impaired	
N/A	The box is checked regarding Interstate and International Waters	
N/A	The box is checked regarding Tributaries to the Chesapeake Bay and the required information is provided	
N/A	The Name of Permittee Agency, Authority, Municipality and the Initials of Responsible Agent are provided	
N/A	If discharge to an intermittent stream, dry swale or manmade ditch is proposed, provide evidence that a certified letter has been sent to each owner of property over which the discharge will flow until perennial conditions are met	
<i>Section J: Chapter 94 Consistency Determination</i>		
✓	A map showing the path of the sewage to the treatment facility and the location of the discharge is provided	
✓	Section J.1. The Project Flows are provided	
✓	Section J.2. The permitted, existing, and projected average and peak flows are provided in the table for collection, conveyance and treatment facilities	
✓	Section J.3.a. The appropriate box is checked indicating capacity in the Collection and Conveyance Facilities	
✓	Section J.3.b. The Collection System information is completed, signed and dated	
✓	Section J.3.b. The Conveyance System information is completed, signed and dated	
✓	Section J.4.a. The appropriate box is checked regarding projected overloads at the Treatment Facility	
✓	Section J.4.b. The Treatment Facility information is completed, signed and dated	
N/A	The Permittee of the wastewater treatment facility has submitted a Chapter 94 Wasteload Management Report, which includes the information for the collection and conveyance system to serve this project	
✓	An acceptable Wasteload Management Report Corrective Action Plan (CAP) and schedule has been submitted, as well as a connection management plan	
✓	A letter from the permittee, which grants allocations to the project	



Component 3J Checklist

✓	consistent with the CAP, and a copy of the connection management plan has been submitted	
N/A	Letter indicating the treatment plant is an interim regional treatment facility is attached	
<i>Section K: Treatment and Disposal Options</i>		
N/A	For proposed treatment facilities, the appropriate box is checked indicating the selected Treatment and Disposal Option	
<i>Section L: Permeability Testing</i>		
N/A	The Permeability Testing information is attached	
<i>Section M: Preliminary Hydrogeologic Study</i>		
N/A	The Preliminary Hydrogeologic Study is attached	
N/A	The Preliminary Hydrogeologic Study is signed and sealed by a Professional Geologist	
<i>Section N: Detailed Hydrogeologic Study</i>		
N/A	The Detailed Hydrogeologic Study is attached	
N/A	The Detailed Hydrogeologic Study is signed and sealed by a Professional Geologist	
<i>Section O: Sewage Management</i>		
✓	Section O.1. The box is checked indicating municipal or private facilities	
✓	If municipal, the remainder of Section O is not applicable	
N/A	If private, the required analysis and evaluation of sewage management options is attached	
N/A	Section O.2. The appropriate box is checked regarding the use of nutrient credits or offsets	
N/A	Section O.3. The Project Flows for the private facilities are provided	
N/A	Section O.4.a. The appropriate box is checked indicating capacity in the existing private Collection and Conveyance Facilities	
N/A	Section O.4.b. The private Collection System information is completed, signed and dated	
N/A	Section O.4.c. The private Conveyance System information is completed, signed and dated	
N/A	Section O.5.a. The appropriate box is checked regarding projected overloads at the private Treatment Facility	
N/A	Section O.5.b. The private Treatment Facility information is completed, signed and dated	
N/A	Section O.6. The box is checked indicating the municipality will assure proper operation and maintenance of the proposed private facilities	
N/A	The required documentation of sewage management is attached	
<i>Section P: Public Notification Requirement</i>		
✓	All Public Notification boxes in this section are checked	
N/A	The public notice is attached, if public notification is necessary	

Component 3J Checklist

N/A	All comments received as a result of the notice are attached	
N/A	The municipal responses to these comments are attached	
N/A	The box is checked indicating that no comments were received, if valid	
<i>Section Q: False Swearing Statements</i>		
✓	The planning module preparer's false swearing statement is completed and signed	
<i>Section R: Planning Module Review Fee</i>		
✓	The correct fee has been calculated	
✓	The correct fee has been paid	
N/A	The request for fee exemption has been checked	
N/A	The deed reference information is provided to support the fee exemption	
<i>Completeness Checklist</i>		
✓	The module completeness checklist is included	
	All completeness items have been checked as included by the municipality, as appropriate	
	The Municipal Official has signed and dated the checklist	

CERTIFICATION STATEMENT

I certify that this submittal is complete and includes all requested items. I understand that failure to submit a complete module package may result in a denial of the application.

Signed:   
**Applicant (or Applicant's authorized representative)**

Date: 8/20/18

Signed: \_\_\_\_\_  
**Municipal Secretary**

Date: \_\_\_\_\_



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF POINT AND NON-POINT SOURCE MANAGEMENT

Code No.  
1-46001-222-3J

**SEWAGE FACILITIES PLANNING MODULE**

**Component 3. Sewage Collection and Treatment Facilities**

*(Return completed module package to appropriate municipality)*

DEP USE ONLY				
DEP CODE #	CLIENT ID #	SITE ID #	APS ID #	AUTH ID #

This planning module component is used to fulfill the planning requirements of Act 537 for the following types of projects: (1) a subdivision to be served by sewage collection, conveyance or treatment facilities, (2) a tap-in to an existing collection system with flows on a lot of 2 EDU's or more, or (3) the construction of, or modification to, wastewater collection, conveyance or treatment facilities that will require DEP to issue or modify a Clean Streams Law permit. Planning for any project that will require DEP to issue or modify a permit cannot be processed by a delegated agency. Delegated agencies must send their projects to DEP for final planning approval.

This component, along with any other documents specified in the cover letter, must be completed and submitted to the municipality with jurisdiction over the project site for review and approval. All required documentation must be attached for the Sewage Facilities Planning Module to be complete. Refer to the instructions for help in completing this component.

**REVIEW FEES:** Amendments to the Sewage Facilities Act established fees to be paid by the developer for review of planning modules for land development. These fees may vary depending on the approving agency for the project (DEP or delegated local agency). Please see section R and the instructions for more information on these fees.

**NOTE:** All projects must complete Sections A through I, and Sections O through R. Complete Sections J, K, L, M and/or N if applicable or marked .

**A. PROJECT INFORMATION** (See Section A of instructions)

- Project Name Abington Senior High School - Abington Township
- Brief Project Description The proposed work to Abington Senior High School includes a gym addition, building addition, and new asphalt. These renovations are needed to accommodate a 9<sup>th</sup> grade.

**B. CLIENT (MUNICIPALITY) INFORMATION** (See Section B of instructions)

Municipality Name	County	City	Boro	Twp
Abington	Montgomery	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Municipality Contact Individual - Last Name	First Name	MI	Suffix	Title
Manfredi	Richard	J		Township Manager
Additional Individual Last Name	First Name	MI	Suffix	Title

Municipality Mailing Address Line 1	Mailing Address Line 2		
1176 Old York Road			
Address Last Line -- City	State	ZIP+4	
Abington	PA	19001	
Area Code + Phone + Ext.	FAX (optional)	Email (optional)	
(267) 536 - 1000			

**C. SITE INFORMATION** (See Section C of instructions)

**Site (Land Development or Project) Name**

Abington Senior High School

Site Location Line 1

900 Highland Avenue

Site Location Line 2

Site Location Last Line -- City

Abington

State

PA

ZIP+4

19001

Latitude

40.112143

Longitude

-75.131439

Detailed Written Directions to Site Heading north on PA-309, turn right onto Greenwood Avenue. Make a slight left onto Rices Mill Road after 1.3 miles then turn right to stay on Rices Mill Road in 0.2 miles. Rices Mill Road turns into Highland Avenue. Continue on Highland Avenue for 1.2 miles. Abington Senior High School will be located on the left side.

Description of Site The proposed work to Abginton Senior High School includes a gym addition, building addition, and new asphalt. The project will construct a new 9<sup>th</sup> grade center relocating students into the existing high school building. The 6<sup>th</sup> grade will then move into the middle school. Therefore, there will be a grade level increase into the high school/middle school campus. In addition, there will be a grade level reduction, 6<sup>th</sup> grade, from the elementary schools.

**Site Contact (Developer/Owner)**

Last Name

Schneider

First Name

Thomas

MI

Suffix

Phone

(215) 881-2525

Ext.

Site Contact Title

Director of Facilities, Abington School District

Site Contact Firm (if none, leave blank)

FAX

N/A

Email

ThomasSchneider@abington.k12.pa.us

Mailing Address Line 1

970 Highland Avenue

Mailing Address Line 2

Mailing Address Last Line -- City

Abington

State

PA

ZIP+4

19001

**D. PROJECT CONSULTANT INFORMATION** (See Section D of instructions)

Last Name

Harris

First Name

Glenn

MI

Suffix

Title

Senior Project Manager

Consulting Firm Name

Renew Design Group

Mailing Address Line 1

117 East Broad Street

Mailing Address Line 2

STE 4

Address Last Line -- City

Souderton

State

PA

ZIP+4

18964

Country

USA

Email

glennharris@renewdesigngroup.com

Area Code + Phone

(484) 443 - 4433

Ext.

Area Code + FAX

(484) 444 - 4433

**E. AVAILABILITY OF DRINKING WATER SUPPLY**

The project will be provided with drinking water from the following source: (Check appropriate box)

- Individual wells or cisterns.
- A proposed public water supply.
- An existing public water supply.

If existing public water supply is to be used, provide the name of the water company and attach documentation from the water company stating that it will serve the project.

Name of water company: Aqua America, Inc

**F. PROJECT NARRATIVE** (See Section F of instructions)

- A narrative has been prepared as described in Section F of the instructions and is attached.

The applicant may choose to include additional information beyond that required by Section F of the instructions.

**G. PROPOSED WASTEWATER DISPOSAL FACILITIES** (See Section G of instructions)

Check all boxes that apply, and provide information on collection, conveyance and treatment facilities and EDU's served. This information will be used to determine consistency with Chapter 93 (relating to wastewater treatment requirements).

**1. COLLECTION SYSTEM**

a. Check appropriate box concerning collection system

- New collection system       Pump Station       Force Main  
 Grinder pump(s)       Extension to existing collection system       Expansion of existing facility

Clean Streams Law Permit Number \_\_\_\_\_

b. Answer questions below on collection system

Number of EDU's and proposed connections to be served by collection system. EDU's 17 additional EDU's are required for Abington Senior High School (the existing high school/middle school campus currently uses 225 EDU)

Connections 1

Name of:

existing collection or conveyance system Abington Township

owner Abington Township

existing interceptor Cheltenham Township, Interceptor A

owner Cheltenham Township

**2. WASTEWATER TREATMENT FACILITY**

Check all boxes that apply, and provide information on collection, conveyance and treatment facilities and EDU's served. This information will be used to determine consistency with Chapter(s) 91 (relating to general provisions), 92 (relating to national Pollution Discharge Elimination System permitting, monitoring and compliance) and 93 (relating to water quality standards).

a. Check appropriate box and provide requested information concerning the treatment facility

- New facility     Existing facility     Upgrade of existing facility     Expansion of existing facility

Name of existing facility Philadelphia Northeast Water Pollution Control Plant

NPDES Permit Number for existing facility PA0026689

Clean Streams Law Permit Number \_\_\_\_\_

Location of discharge point for a new facility. Latitude \_\_\_\_\_ Longitude \_\_\_\_\_

b. The following certification statement must be completed and signed by the wastewater treatment facility permittee or their representative.

As an authorized representative of the permittee, I confirm that the \_\_\_\_\_  
(Name from above) sewage treatment facilities can accept sewage flows from this project without adversely affecting the facility's ability to achieve all applicable technology and water quality based effluent limits (see Section I) and conditions contained in the NPDES permit identified above.

Name of Permittee Agency, Authority, Municipality \_\_\_\_\_

Name of Responsible Agent \_\_\_\_\_

Agent Signature \_\_\_\_\_ Date \_\_\_\_\_

(Also see Section I. 4.)

## G. PROPOSED WASTEWATER DISPOSAL FACILITIES (Continued)

### 3. PLOT PLAN

The following information is to be submitted on a plot plan of the proposed subdivision.

- a. Existing and proposed buildings.
- b. Lot lines and lot sizes.
- c. Adjacent lots.
- d. Remainder of tract.
- e. Existing and proposed sewerage facilities. Plot location of discharge point, land application field, spray field, COLDS, or LVCOLDS if a new facility is proposed.
- f. Show tap-in or extension to the point of connection to existing collection system (if applicable).
- g. Existing and proposed water supplies and surface water (wells, springs, ponds, streams, etc.)
- h. Existing and proposed rights-of-way.
- i. Existing and proposed buildings, streets, roadways, access roads, etc.
- j. Any designated recreational or open space area.
- k. Wetlands - from National Wetland Inventory Mapping and USGS Hydric Soils Mapping.
- l. Flood plains or Flood prone areas, floodways, (Federal Flood Insurance Mapping)
- m. Prime Agricultural Land.
- n. Any other facilities (pipelines, power lines, etc.)
- o. Orientation to north.
- p. Locations of all site testing activities (soil profile test pits, slope measurements, permeability test sites, background sampling, etc. (if applicable).
- q. Soils types and boundaries when a land based system is proposed.
- r. Topographic lines with elevations when a land based system is proposed

### 4. WETLAND PROTECTION

YES NO

- a.   Are there wetlands in the project area? If yes, ensure these areas appear on the plot plan as shown in the mapping or through on-site delineation.
- b.   Are there any construction activities (encroachments, or obstructions) proposed in, along, or through the wetlands? If yes, identify any proposed encroachments on wetlands and identify whether a General Permit or a full encroachment permit will be required. If a full permit is required, address time and cost impacts on the project. Note that wetland encroachments should be avoided where feasible. Also note that a feasible alternative **MUST BE SELECTED** to an identified encroachment on an exceptional value wetland as defined in Chapter 105. Identify any project impacts on streams classified as HQ or EV and address impacts of the permitting requirements of said encroachments on the project.

### 5. PRIME AGRICULTURAL LAND PROTECTION

YES NO

- Will the project involve the disturbance of prime agricultural lands?  
If yes, coordinate with local officials to resolve any conflicts with the local prime agricultural land protection program. The project must be consistent with such municipal programs before the sewage facilities planning module package may be submitted to DEP.  
If no, prime agricultural land protection is not a factor to this project.
- Have prime agricultural land protection issues been settled?

### 6. HISTORIC PRESERVATION ACT

YES NO

- Sufficient documentation is attached to confirm that this project is consistent with DEP Technical Guidance 012-0700-001 *Implementation of the PA State History Code* (available online at the DEP website at [www.dep.state.pa.us](http://www.dep.state.pa.us), select "subject" then select "technical guidance"). As a minimum this includes copies of the completed Cultural Resources Notice (CRN), a return receipt for its submission to the PHMC and the PHMC review letter.

**7. PROTECTION OF RARE, ENDANGERED OR THREATENED SPECIES**

Check one:

- The "Pennsylvania Natural Diversity Inventory (PNDI) Project Environmental Review Receipt" resulting from my search of the PNDI database and all supporting documentation from jurisdictional agencies (when necessary) is/are attached.
- A completed "Pennsylvania Natural Diversity Inventory (PNDI) Project Planning & Environmental Review Form," (PNDI Form) available at [www.naturalheritage.state.pa.us](http://www.naturalheritage.state.pa.us), and all required supporting documentation is attached. I request DEP staff to complete the required PNDI search for my project. I realize that my planning module will be considered incomplete upon submission to the Department and that the DEP review will not begin, and that processing of my planning module will be delayed, until a "PNDI Project Environmental Review Receipt" and all supporting documentation from jurisdictional agencies (when necessary) is/are received by DEP.

Applicant or Consultant Initials \_\_\_\_\_.

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**H. ALTERNATIVE SEWAGE FACILITIES ANALYSIS** (See Section H of instructions)

- An alternative sewage facilities analysis has been prepared as described in Section H of the attached instructions and is attached to this component.  
The applicant may choose to include additional information beyond that required by Section H of the attached instructions.

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**I. COMPLIANCE WITH WATER QUALITY STANDARDS AND EFFLUENT LIMITATIONS** (See Section I of instructions) (Check and complete all that apply.)

**1. Waters designated for Special Protection**

- The proposed project will result in a new or increased discharge into special protection waters as identified in Title 25, Pennsylvania Code, Chapter 93. The Social or Economic Justification (SEJ) required by Section 93.4c. is attached.

**2. Pennsylvania Waters Designated As Impaired**

- The proposed project will result in a new or increased discharge of a pollutant into waters that DEP has identified as being impaired by that pollutant. A pre-planning meeting was held with the appropriate DEP regional office staff to discuss water quality based discharge limitations.

**3. Interstate and International Waters**

- The proposed project will result in a new or increased discharge into interstate or international waters. A pre-planning meeting was held with the appropriate DEP regional office staff to discuss effluent limitations necessary to meet the requirements of the interstate or international compact.

**4. Tributaries To The Chesapeake Bay**

- The proposed project result in a new or increased discharge of sewage into a tributary to the Chesapeake Bay. This proposal for a new sewage treatment facility or new flows to an existing facility includes total nitrogen and total phosphorus in the following amounts: \_\_\_\_\_ pounds of TN per year, and \_\_\_\_\_ pounds of TP per year. Based on the process design and effluent limits, the total nitrogen treatment capacity of the wastewater treatment facility is \_\_\_\_\_ pounds per year and the total phosphorus capacity is \_\_\_\_\_ pounds per year as determined by the wastewater treatment facility permittee. The permittee has determined that the additional TN and TP to be contributed by this project (as modified by credits and/or offsets to be provided) will not cause the discharge to exceed the annual total mass limits for these parameters. Documentation of compliance with nutrient allocations is attached.

Name of Permittee Agency, Authority, Municipality \_\_\_\_\_

Initials of Responsible Agent (See Section G 2.b) \_\_\_\_\_

See *Special Instructions* (Form 3800-FM-BPNPSM0353-1) for additional information on Chesapeake Bay watershed requirements.

**J. CHAPTER 94 CONSISTENCY DETERMINATION** (See Section J of instructions)

Projects that propose the use of existing municipal collection, conveyance or wastewater treatment facilities, or the construction of collection and conveyance facilities to be served by existing municipal wastewater treatment facilities must be consistent with the requirements of Title 25, Chapter 94 (relating to Municipal Wasteload Management). If not previously included in Section F, include a general map showing the path of the sewage to the treatment facility. If more than one municipality or authority will be affected by the project, please obtain the information required in this section for each. Additional sheets may be attached for this purpose.

1. Project Flows High School/ Middle School Campus 63,839 gpd
2. Total Sewage Flows to Facilities (pathway from point of origin through treatment plant)

When providing "treatment facilities" sewage flows, use Annual Average Daily Flow for "average" and Maximum Monthly Average Daily Flow for "peak" in all cases. For "peak flows" in "collection" and "conveyance" facilities, indicate whether these flows are "peak hourly flow" or "peak instantaneous flow" and how this figure was derived (i.e., metered, measured, estimated, etc.).

- a. Enter average and peak sewage flows for each proposed or existing facility as designed or permitted.
- b. Enter the average and peak sewage flows for the most restrictive sections of the existing sewage facilities.
- c. Enter the average and peak sewage flows, projected for 5 years (2 years for pump stations) through the most restrictive sections of the existing sewage facilities. Include existing, proposed (this project) and future project (other approved projects) flows.

To complete the table, refer to the instructions, Section J.

	a. Design and/or Permitted Capacity (gpd)		b. Present Flows (gpd)		c. Projected Flows in 5 years (gpd) (2 years for P.S.)	
	Average	Peak	Average	Peak	Average	Peak
Collection						
Conveyance						
Treatment						

3. Collection and Conveyance Facilities

The questions below are to be answered by the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities. These questions should be answered in coordination with the latest Chapter 94 annual report and the above table. The individual(s) signing below must be legally authorized to make representation for the organization.

YES NO

- a.   This project proposes sewer extensions or tap-ins. Will these actions create a hydraulic overload within five years on any existing collection or conveyance facilities that are part of the system?

If yes, this sewage facilities planning module will not be accepted for review by the municipality, delegated local agency and/or DEP until all inconsistencies with Chapter 94 are resolved or unless there is an approved Corrective Action Plan (CAP) granting an allocation for this project. A letter granting allocations to this project under the CAP must be attached to the module package.

If no, a representative of the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities must sign below to indicate that the collection and conveyance facilities have adequate capacity and are able to provide service to the proposed development in accordance with both §71.53(d)(3) and Chapter 94 requirements and that this proposal will not affect that status.

b. Collection System

Name of Agency, Authority, Municipality \_\_\_\_\_

Name of Responsible Agent \_\_\_\_\_

Agent Signature \_\_\_\_\_ Date \_\_\_\_\_



**J. CHAPTER 94 CONSISTENCY DETERMINATION** (See Section J of instructions)

c. Conveyance System

Name of Agency, Authority, Municipality \_\_\_\_\_

Name of Responsible Agent \_\_\_\_\_

Agent Signature \_\_\_\_\_

Date \_\_\_\_\_

4. Treatment Facility

The questions below are to be answered by a representative of the facility permittee in coordination with the information in the table and the latest Chapter 94 report. The individual signing below must be legally authorized to make representation for the organization.

YES NO

- a.   This project proposes the use of an existing wastewater treatment plant for the disposal of sewage. Will this action create a hydraulic or organic overload within 5 years at that facility?

If yes, this planning module for sewage facilities will not be reviewed by the municipality, delegated local agency and/or DEP until this inconsistency with Chapter 94 is resolved or unless there is an approved CAP granting an allocation for this project. A letter granting allocations to this project under the CAP must be attached to the planning module.

If no, the treatment facility permittee must sign below to indicate that this facility has adequate treatment capacity and is able to provide wastewater treatment services for the proposed development in accordance with both §71.53(d)(3) and Chapter 94 requirements and that this proposal will not impact that status.

- b. Name of Agency, Authority, Municipality \_\_\_\_\_  
Name of Responsible Agent \_\_\_\_\_  
Agent Signature \_\_\_\_\_  
Date \_\_\_\_\_

**K. TREATMENT AND DISPOSAL OPTIONS** (See Section K of instructions)

This section is for land development projects that propose construction of wastewater treatment facilities. Please note that, since these projects require permits issued by DEP, these projects may NOT receive final planning approval from a delegated local agency. Delegated local agencies must send these projects to DEP for final planning approval.

Check the appropriate box indicating the selected treatment and disposal option.

1. Spray irrigation (other than individual residential spray systems (IRSIS)) or other land application is proposed, and the information requested in Section K.1. of the planning module instructions are attached.
2. Recycle and reuse is proposed and the information requested in Section K-2 of the planning module instructions is attached.
3. A discharge to a dry stream channel is proposed, and the information requested in Section K.3. of the planning module instructions are attached.
4. A discharge to a perennial surface water body is proposed, and the information requested in Section K.4. of the planning module instructions are attached.

**L. PERMEABILITY TESTING** (See Section L of instructions)

- The information required in Section L of the instructions is attached.

**M. PRELIMINARY HYDROGEOLOGIC STUDY** (See Section M of instructions)

- The information required in Section M of the instructions is attached.

**N. DETAILED HYDROGEOLOGIC STUDY** (See Section N of instructions)

The detailed hydrogeologic information required in Section N. of the instructions is attached.

**O. SEWAGE MANAGEMENT** (See Section O of instructions)

(1-3 for completion by the developer(project sponser), 4-5 for completion by the non-municipal facility agent and 6 for completion by the municipality)

Yes No

1.   Is connection to, or construction of, a DEP permitted, non-municipal sewage facility or a local agency permitted, community onlot sewage facility proposed.

If Yes, respond to the following questions, attach the supporting analysis, and an evaluation of the options available to assure long-term proper operation and maintenance of the proposed non-municipal facilities. If No, skip the remainder of Section O.

2. Project Flows \_\_\_\_\_ gpd

Yes No

3.   Is the use of nutrient credits or offsets a part of this project?

If yes, attach a letter of intent to purchase the necessary credits and describe the assurance that these credits and offsets will be available for the remaining design life of the non-municipal sewage facility;

**(For completion by non-municipal facility agent)**

4. Collection and Conveyance Facilities

The questions below are to be answered by the organization/individual responsible for the non-municipal collection and conveyance facilities. The individual(s) signing below must be legally authorized to make representation for the organization.

Yes No

- a.   If this project proposes sewer extensions or tap-ins, will these actions create a hydraulic overload on any existing collection or conveyance facilities that are part of the system?

If yes, this sewage facilities planning module will not be accepted for review by the municipality, delegated local agency and/or DEP until this issue is resolved.

If no, a representative of the organization responsible for the collection and conveyance facilities must sign below to indicate that the collection and conveyance facilities have adequate capacity and are able to provide service to the proposed development in accordance with Chapter 71 §71.53(d)(3) and that this proposal will not affect that status.

- b. Collection System

Name of Responsible Organization \_\_\_\_\_

Name of Responsible Agent \_\_\_\_\_

Agent Signature \_\_\_\_\_

Date \_\_\_\_\_

- c. Conveyance System

Name of Responsible Organization \_\_\_\_\_

Name of Responsible Agent \_\_\_\_\_

Agent Signature \_\_\_\_\_

Date \_\_\_\_\_

5. Treatment Facility

The questions below are to be answered by a representative of the facility permittee. The individual signing below must be legally authorized to make representation for the organization.

Yes No

- a.   If this project proposes the use of an existing non-municipal wastewater treatment plant for the disposal of sewage, will this action create a hydraulic or organic overload at that facility?

If yes, this planning module for sewage facilities will not be reviewed by the municipality, delegated local agency and/or DEP until this issue is resolved.

If no, the treatment facility permittee must sign below to indicate that this facility has adequate treatment capacity and is able to provide wastewater treatment services for the proposed development in accordance with §71.53(d)(3) and that this proposal will not impact that status.

- b. Name of Facility \_\_\_\_\_  
Name of Responsible Agent \_\_\_\_\_  
Agent Signature \_\_\_\_\_  
Date \_\_\_\_\_

(For completion by the municipality)

6.  The **SELECTED OPTION** necessary to assure long-term proper operation and maintenance of the proposed non-municipal facilities is clearly identified with documentation attached in the planning module package.

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**P. PUBLIC NOTIFICATION REQUIREMENT** (See Section P of instructions)

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This section must be completed to determine if the applicant will be required to publish facts about the project in a newspaper of general circulation to provide a chance for the general public to comment on proposed new land development projects. This notice may be provided by the applicant or the applicant's agent, the municipality or the local agency by publication in a newspaper of general circulation within the municipality affected. Where an applicant or an applicant's agent provides the required notice for publication, the applicant or applicant's agent shall notify the municipality or local agency and the municipality and local agency will be relieved of the obligation to publish. The required content of the publication notice is found in Section P of the instructions.

To complete this section, each of the following questions must be answered with a "yes" or "no". Newspaper publication is required if any of the following are answered "yes".

Yes No

1.   Does the project propose the construction of a sewage treatment facility ?
2.   Will the project change the flow at an existing sewage treatment facility by more than 50,000 gallons per day?
3.   Will the project result in a public expenditure for the sewage facilities portion of the project in excess of \$100,000?
4.   Will the project lead to a major modification of the existing municipal administrative organizations within the municipal government?
5.   Will the project require the establishment of *new* municipal administrative organizations within the municipal government?
6.   Will the project result in a subdivision of 50 lots or more? (onlot sewage disposal only)
7.   Does the project involve a major change in established growth projections?
8.   Does the project involve a different land use pattern than that established in the municipality's Official Sewage Plan?

**P. PUBLIC NOTIFICATION REQUIREMENT cont'd.** (See Section P of instructions)

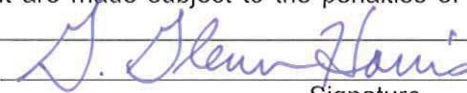
- 9.   Does the project involve the use of large volume onlot sewage disposal systems (Flow > 10,000 gpd)?
- 10.   Does the project require resolution of a conflict between the proposed alternative and consistency requirements contained in §71.21(a)(5)(i), (ii), (iii)?
- 11.   Will sewage facilities discharge into high quality or exceptional value waters?
- Attached is a copy of:
  - the public notice,
  - all comments received as a result of the notice,
  - the municipal response to these comments.
- No comments were received. A copy of the public notice is attached.

**Q. FALSE SWEARING STATEMENT** (See Section Q of instructions)

I verify that the statements made in this component are true and correct to the best of my knowledge, information and belief. I understand that false statements in this component are made subject to the penalties of 18 PA C.S.A. §4904 relating to unsworn falsification to authorities.

G. Glenn Harris

Name (Print)



Signature

Senior Project Manager

May 3, 2018

Title

Date

117 East Broad Street, Suite 4, Souderton, PA 18964

(484) 443-4433

Address

Telephone Number

**R. REVIEW FEE** (See Section R of instructions)

The Sewage Facilities Act establishes a fee for the DEP planning module review. DEP will calculate the review fee for the project and invoice the project sponsor **OR** the project sponsor may attach a self-calculated fee payment to the planning module prior to submission of the planning package to DEP. (Since the fee and fee collection procedures may vary if a "delegated local agency" is conducting the review, the project sponsor should contact the "delegated local agency" to determine these details.) Check the appropriate box.

- I request DEP calculate the review fee for my project and send me an invoice for the correct amount. I understand DEP's review of my project will not begin until DEP receives the correct review fee from me for the project.
- I have calculated the review fee for my project using the formula found below and the review fee guidance in the instructions. I have attached a check or money order in the amount of \$\_\_\_\_\_ payable to "Commonwealth of PA, DEP". Include DEP code number on check. I understand DEP will not begin review of my project unless it receives the fee and determines the fee is correct. If the fee is incorrect, DEP will return my check or money order, send me an invoice for the correct amount. I understand DEP review will NOT begin until I have submitted the correct fee.
- I request to be exempt from the DEP planning module review fee because this planning module creates **only** one new lot and is the **only** lot subdivided from a parcel of land as that land existed on December 14, 1995. I realize that subdivision of a second lot from this parcel of land shall disqualify me from this review fee exemption. I am furnishing the following deed reference information in support of my fee exemption.

County Recorder of Deeds for \_\_\_\_\_ County, Pennsylvania

Deed Volume \_\_\_\_\_ Book Number \_\_\_\_\_

Page Number \_\_\_\_\_ Date Recorded \_\_\_\_\_

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**R. REVIEW FEE** (continued)

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Formula:

1. For a new collection system (with or without a Clean Streams Law Permit), a collection system extension, or individual tap-ins to an existing collection system use this formula.

$$\#11 \text{ Lots (or EDUs)} \times \$50.00 = \$ 550$$

The fee is based upon:

- The number of lots created or number of EDUs whichever is higher.
  - For community sewer system projects, one EDU is equal to a sewage flow of 400 gallons per day.
2. For a surface or subsurface discharge system, use the appropriate one of these formulae.

- A. A new surface discharge greater than 2000 gpd will use a flat fee:

$$\begin{aligned} & \$ 1,500 \text{ per submittal (non-municipal)} \\ & \$ 500 \text{ per submittal (municipal)} \end{aligned}$$

- B. An increase in an existing surface discharge will use:

$$\# \text{ Lots (or EDUs)} \times \$35.00 = \$$$

to a maximum of \$ 1,500 per submittal (non-municipal) or \$ 500 per submittal (municipal)

The fee is based upon:

- The number of lots created or number of EDUs whichever is higher.
- For community sewage system projects one EDU is equal to a sewage flow of 400 gallons per day.
- For non-single family residential projects, EDUs are calculated using projected population figures

- C. A sub-surface discharge system that requires a permit under The Clean Streams Law will use a flat fee:

$$\begin{aligned} & \$ 1,500 \text{ per submittal (non-municipal)} \\ & \$ 500 \text{ per submittal (municipal)} \end{aligned}$$

**J. CHAPTER 94 CONSISTENCY DETERMINATION** (See Section J of instructions)

Projects that propose the use of existing municipal collection, conveyance or wastewater treatment facilities, or the construction of collection and conveyance facilities to be served by existing municipal wastewater treatment facilities must be consistent with the requirements of Title 25, Chapter 94 (relating to Municipal Wasteload Management). If not previously included in Section F, include a general map showing the path of the sewage to the treatment facility. If more than one municipality or authority will be affected by the project, please obtain the information required in this section for each. Additional sheets may be attached for this purpose.

1. Project Flows 4285 gpd
2. Total Sewage Flows to Facilities (pathway from point of origin through treatment plant)

When providing "treatment facilities" sewage flows, use Annual Average Daily Flow for "average" and Maximum Monthly Average Daily Flow for "peak" in all cases. For "peak flows" in "collection" and "conveyance" facilities, indicate whether these flows are "peak hourly flow" or "peak instantaneous flow" and how this figure was derived (i.e., metered, measured, estimated, etc.).

- a. Enter average and peak sewage flows for each proposed or existing facility as designed or permitted.
- b. Enter the average and peak sewage flows for the most restrictive sections of the existing sewage facilities.
- c. Enter the average and peak sewage flows, projected for 5 years (2 years for pump stations) through the most restrictive sections of the existing sewage facilities. Include existing, proposed (this project) and future project (other approved projects) flows.

To complete the table, refer to the instructions, Section J.

	a. Design and/or Permitted Capacity (gpd)		b. Present Flows (gpd)		c. Projected Flows in 5 years (gpd) (2 years for P.S.)	
	Average	Peak	Average	Peak	Average	Peak
<b>Collection</b>	820000	1630000	351000	1200000	355000	1208000
<b>Conveyance</b>	—	—	—	—	—	—
<b>Treatment</b>	—	—	—	—	—	—

3. Collection and Conveyance Facilities

The questions below are to be answered by the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities. These questions should be answered in coordination with the latest Chapter 94 annual report and the above table. The individual(s) signing below must be legally authorized to make representation for the organization.

YES NO

- a.  YES  NO This project proposes sewer extensions or tap-ins. Will these actions create a hydraulic overload within five years on any existing collection or conveyance facilities that are part of the system?

If yes, this sewage facilities planning module will not be accepted for review by the municipality, delegated local agency and/or DEP until all inconsistencies with Chapter 94 are resolved or unless there is an approved Corrective Action Plan (CAP) granting an allocation for this project. A letter granting allocations to this project under the CAP must be attached to the module package.

If no, a representative of the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities must sign below to indicate that the collection and conveyance facilities have adequate capacity and are able to provide service to the proposed development in accordance with both §71.53(d)(3) and Chapter 94 requirements and that this proposal will not affect that status.

b. Collection System

Name of Agency, Authority, Municipality TOWNSHIP OF ABINGTON, MONTGOMERY COUNTY, PA

Name of Responsible Agent George Wrigley, Director

Agent Signature *George Wrigley* Date August 9, 2018



# Township of Abington

*Wastewater Treatment*

Wayne C. Luker, *President*

Steven N. Kline, *Vice President*

Richard J. Manfredi, *Manager*

George Wrigley, *Director*

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May 31, 2018

Cheltenham Township  
8230 Old York Road  
Elkins Park, Pennsylvania 19027-1589

Attention: Mr. Bryan T. Havir, P.P., AICP, Township Manager

RE: Township of Abington –Abington Senior High School Addition:  
Sanitary Sewer Planning Module review and verification request

Dear Mr. Havir,

The Township of Abington, Montgomery County has received a Planning Module Component 3 “Sewage Collection and Treatment Facilities” request from Renew Design Group for the proposed addition to the existing Abington Senior High School campus, located at 900 Highland Avenue, Abington, PA 19001 (Parcel No. 30-00-29044-005); on behalf of the Abington School District.

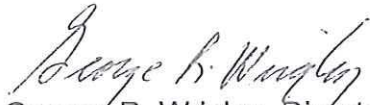
The proposed project will construct a 2 ½ story addition to the existing High School building. The sanitary wastewater from the proposed addition will be conveyed via existing gravity collection sewers to the Abington Township Stewart Avenue Flow Metering site, which discharges into the Cheltenham Township sewer conveyance system and Interceptor A. The net total projected increase in daily sanitary flows as a result of relocating the district’s 6<sup>th</sup> grade population to this campus is 4,285 gallons per day (GPD) or an equivalent of 16 EDU. We have reviewed the enclosed Sewage Flow Analysis and concur that the anticipated increase is 16 EDU. The Connection Management Plan between Township of Abington and Cheltenham Township provides for an estimated 25 EDU for this project.

We have spoken to PaDEP, Boucher & James (Cheltenham Township’s consulting engineers) and the Philadelphia Water Department (PWD) regarding the coordination of submitting each entity’s portion of the Planning Module. We were instructed to first submit the Planning Module to you for conveyance review, followed by your submission of the conveyance capacity verification to PWD (we have included an additional full set of documents for your use in this submission to PWD). Subsequent to the receipt of your completed Section J and PWD’s completed Section J, Abington Township will add our respective Section J, assemble all the documents and submit the entire package to PaDEP. It is our understanding that either Abington School District or Renew Design Group have already contacted you regarding your Contract for Professional Services and the review fees.

The Planning Module submission consists of 2 sets of the following:

- A completed Planning Module Component 3
- PNDI Project Environmental Receipt with Location Map
- Renew's Project Narrative, Alternative Analysis, and Sewage Flow Analysis
- Site Plan for Proposed Abington High School Addition
- Figure A –Sanitary Sewer Flowpath
- Figure B2-S: Abington's Historical Stewart Avenue flow data
- Figure B3-S: Abington's Projected Stewart Avenue flow data (including the 16 EDU)
- Sheet No's. C1.1, C2.0 and C4.0 prepared by Gilbert Architects, Inc.

If you have any questions I can be reached at 215-884-8329 or [gwrigley@abington.org](mailto:gwrigley@abington.org).  
Sincerely,



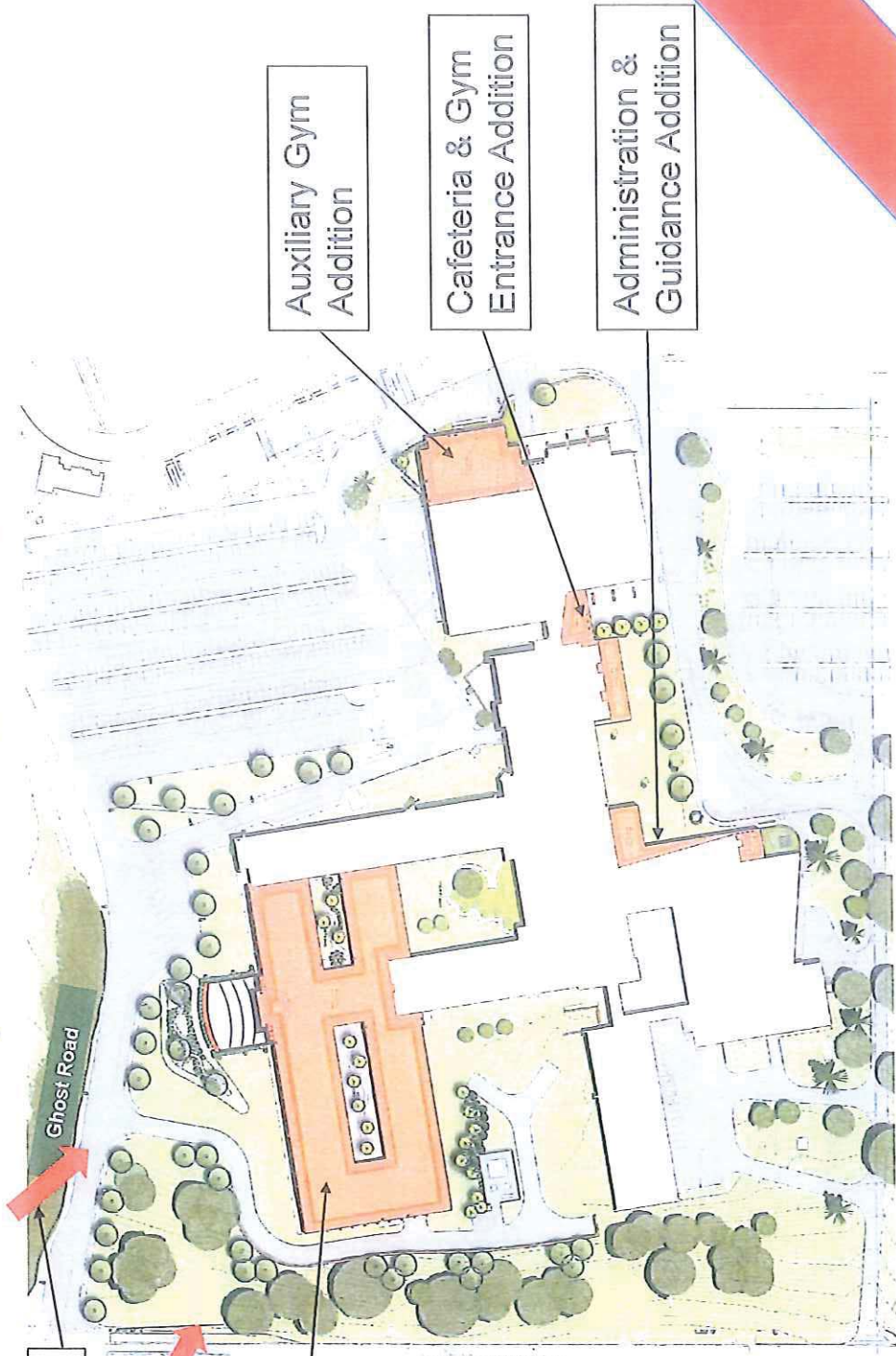
George R. Wrigley, Director  
Abington Wastewater Utilities Department

Enclosure

pc: Mr. Richard J. Manfredi, Manager, Township of Abington  
Ms. Amy Montgomery, PE., Abington Director of Engineering & Code Enforcement  
Mr. Seth Schwartzberg, PE. Project Designer, Renew Design Group  
Mr. Thomas Schneider, Supervisor of Facilities, Abington School District



# Site Plan for Proposed Abington High School Additions



Rendering #1

Rendering #2

Classroom Addition

Rendering #3

Auxiliary Gym Addition

Cafeteria & Gym Entrance Addition

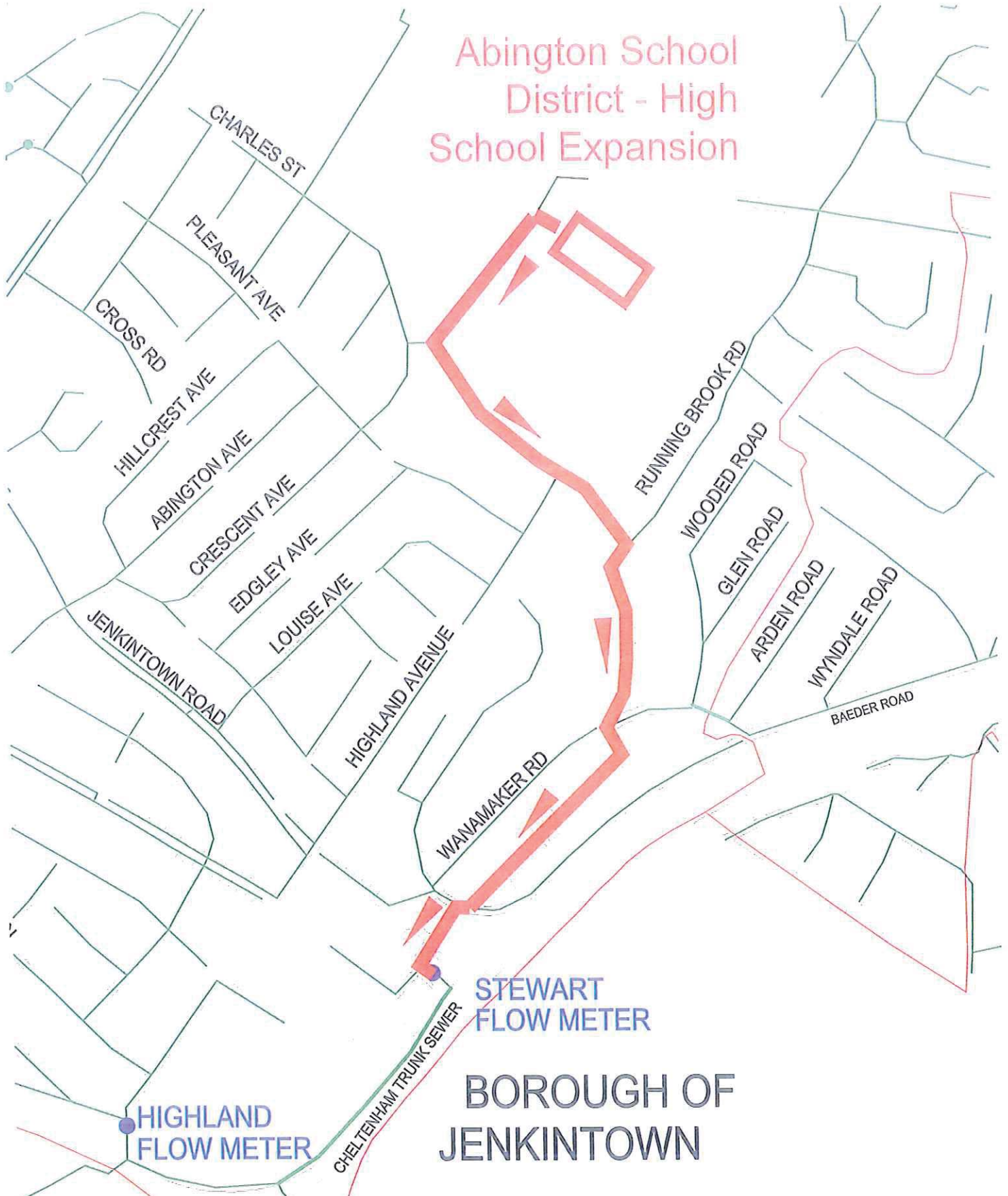
Administration & Guidance Addition



Highland Avenue

Ghost Road

FIGURE A



ABINGTON TOWNSHIP EXEMPTION MAILER - High School Expansion  
Sanitary Sewer Flowpath to Stewart Ave. Flow Meter at Cheltenham Twp.

FIGURE B2-S

ABINGTON TOWNSHIP STEWART METER - 2017

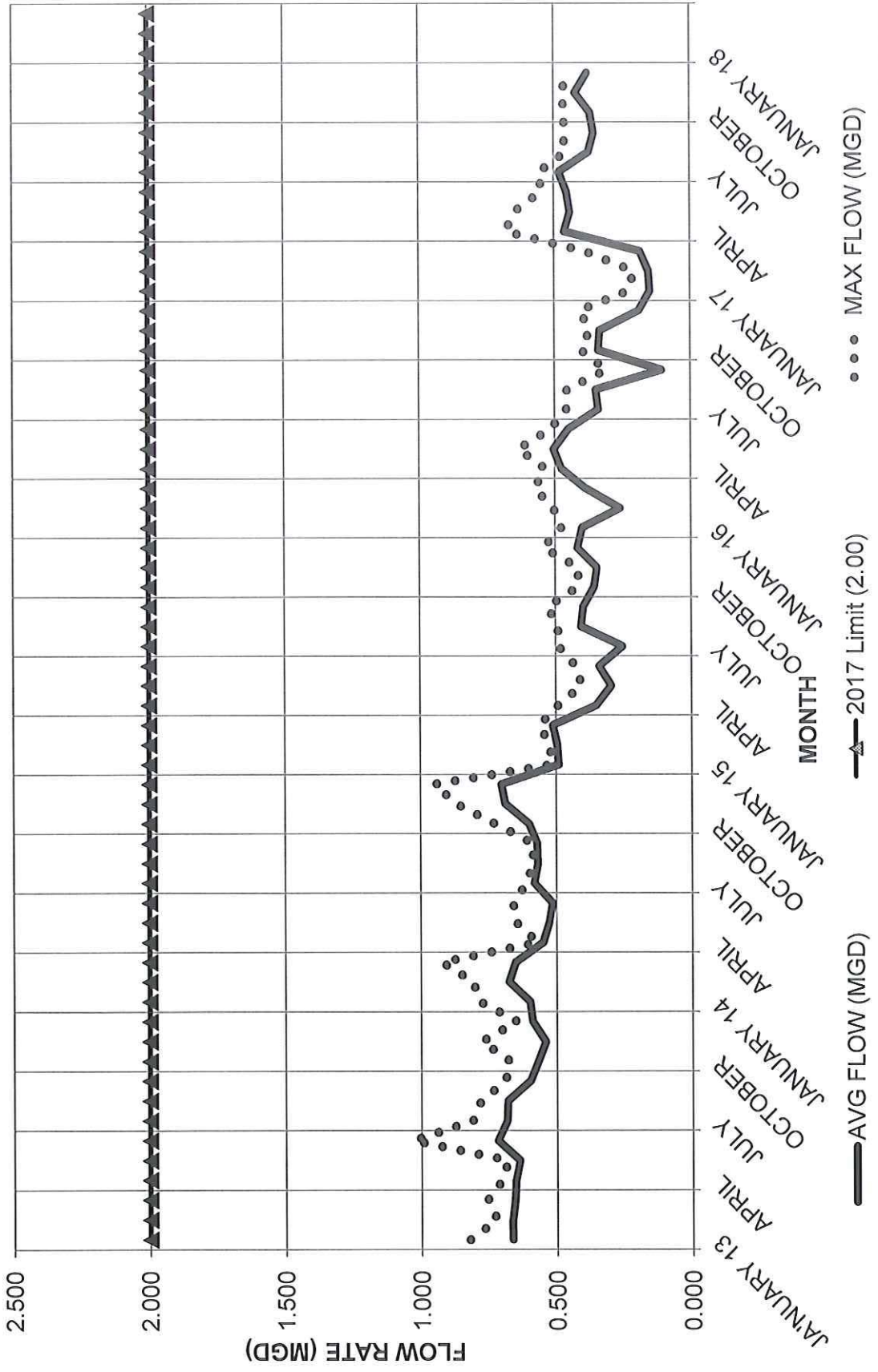
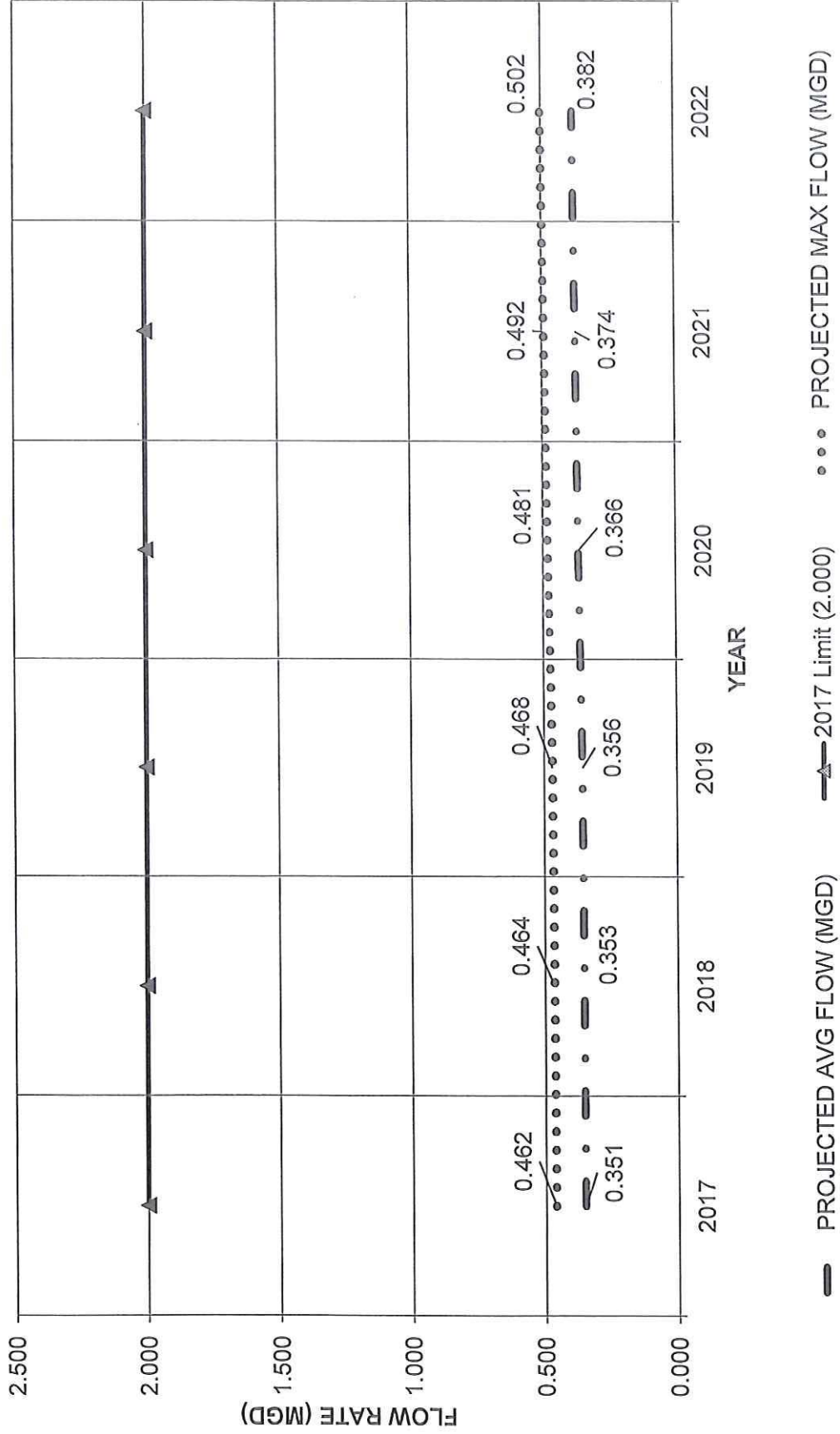


FIGURE B3-S  
PROJECTIONS FOR STEWART METER



—▲— PROJECTED AVG FLOW (MGD)      ●●● PROJECTED MAX FLOW (MGD)

—▲— 2017 Limit (2.000)

TABLE 2

BAEDER CREEK HIGHLAND INTERCEPTOR CAPACITY EVALUATION

Stewart Avenue Meter to Horace Avenue

PROJECTED FLOWS

Tributary Sewer Connection	Additional Tributary Flow (mgd)	EDU Total	AvgDF (mgd)	MaxDF (mgd)	MH No	Inv	Dia. (in)	Slope	Pipe Capacity (mgd)	Average Remaining Capacity (mgd)	Peak Hrly Remaining Capacity (mgd)
				0.00		0.013					
							0 I&I				
							265 =gpd/EDU Avg.				
							3.4 =Peak Factor				
Highland Ave.	0.3510	1,325	0.351	1.19	4980	100.00					
							12	0.01500	2.82	2.471	1.628
	0.0	=EDU	Node I/I=	0.00							
mgd	0.000	1,325	0.351	1.193	4981	100.00					
							12	0.01500	2.82	2.471	1.628
	0.0	=EDU	Node I/I=	0.00							
	0.000	1,325	0.351	1.193	4982	100.00					
							12	0.00500	1.63	1.278	0.436
	0.0	=EDU	Node I/I=	0.00							
	0.000	1,325	0.351	1.193	4983	100.00					
							12	0.02300	3.49	3.143	2.301
Canterbury High School Connection	16.2	=EDU	Node I/I=	0.00							
	0.00429	1,341	0.355	1.208	4873	100.00					
							12	0.01000	2.30	1.949	1.096
	0.0	=EDU	Node I/I=	0.00							
Along Runningbrook Rd.	0.000	1,341	0.355	1.208	4984	251.16					
							12	0.01100	2.42	2.061	1.208
	0.0	=EDU	Node I/I=	0.00							
	0.000	1,341	0.355	1.208	4985	248.57					
							12	0.02000	3.26	2.903	2.050
	0.0	=EDU	Node I/I=	0.00							
	0.000	1,341	0.355	1.208	4986	247.06					
							12	0.00900	2.19	1.830	0.978
	0.0	=EDU	Node I/I=	0.00							
	0.000	1,341	0.355	1.208	4987	242.09					
							12	0.00700	1.93	1.572	0.720
ISCO flow meter	0.0	=EDU	Node I/I=	0.00							
	0.000	1,341	0.355	1.208	4988	239.84					
							12	0.02600	3.72	3.360	2.507
	0.0	=EDU	Node I/I=	0.00							
	0.000	1,341	0.355	1.208	4989	219.55					
						216.40	12	0.00500	1.63	1.274	0.421
										<i>MINIMUM</i>	
	0.0	=EDU	Node I/I=	0.00							
	0.000	1,341	0.355	1.208	4990	215.30					
							12	0.02200	3.42	3.062	2.209
	0.0	=EDU	Node I/I=	0.00							
	0.000	1,341	0.355	1.208	4991	212.75					
							12	0.01800	3.09	2.736	1.883

**TABLE 2**  
**BAEDER CREEK HIGHLAND INTERCEPTOR CAPACITY EVALUATION**

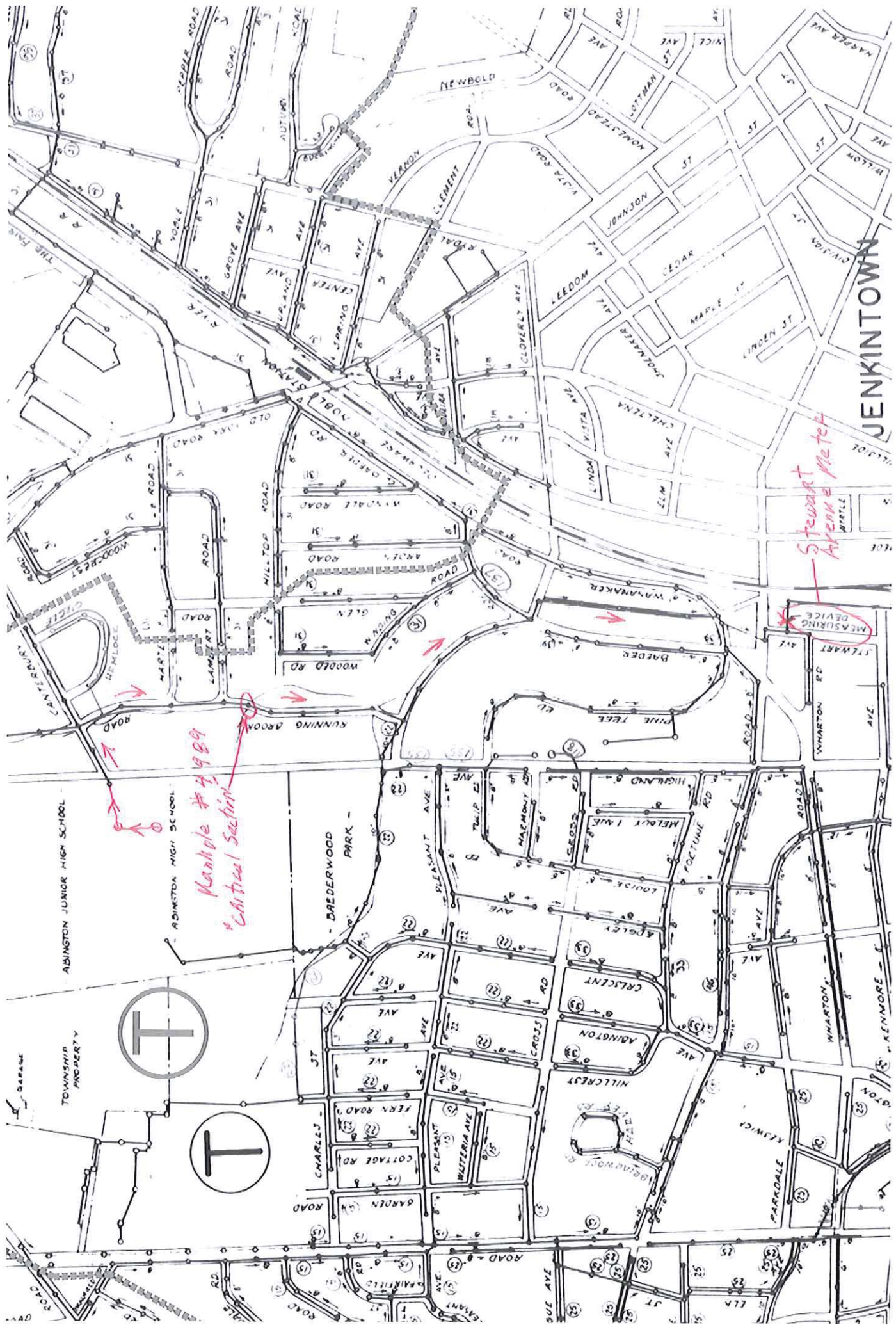
Stewart Avenue Meter to Horace Avenue

PROJECTED FLOWS

Tributary Sewer Connection	Additional Tributary Flow (mgd)	EDU Total	AvgDF (mgd)	MaxDF (mgd)	MH No	Inv	Dia. (in)	Slope	Pipe Capacity (mgd)	Average Remaining Capacity (mgd)	Peak Hrly Remaining Capacity (mgd)
	0.0	=EDU	Node I/I=	0.00							
	0.000	1,341	0.355	1.208	4992	212.00					
							12	0.02800	3.86	3.500	2.647
72800											
Baeder wood Park	274.7	=EDU	Node I/I=	0.00							
Trunk sewer tie in	0.0728	1,615	0.428	1.455	4993	212.00					
Two sections south of Highland Ave. crossing							15	0.02100	6.05	5.626	4.599
	0.0	=EDU	Node I/I=	0.00							
	0.000	1,615	0.428	1.455	4994	212.00					
							15	0.01300	4.76	4.335	3.308
	0.0	=EDU	Node I/I=	0.00							
	0.000	1,615	0.428	1.455	4995	212.00					
							14	0.01400	4.11	3.684	2.657
	0.0	=EDU	Node I/I=	0.00							
	0.000	1,615	0.428	1.455	4996	220.46					
							15	0.02000	5.91	5.480	4.453
	0.0	=EDU	Node I/I=	0.00							
	0.000	1,615	0.428	1.455	4997	218.30					
							15	0.02000	5.91	5.480	4.453
	0.0	=EDU	Node I/I=	0.00							
	0.000	1,615	0.428	1.455	4998	100.00					
							15	0.02000	5.91	5.480	4.453
Baeder Road tie in	0.0	=EDU	Node I/I=	0.00							
	0.000	1,615	0.428	1.455	4999	100.00					
							15	0.00500	2.95	2.526	1.499
								VCP			
	0.0	=EDU	Node I/I=	0.00							
Wanamaker Road	0.000	1,615	0.428	1.455	5000	100.00					
							14	0.00350	2.06	1.628	0.601
								CIP			
	0.0	=EDU	Node I/I=	0.00							
	0.000	1,615	0.428	1.455	5001	100.00					
							14	0.00350	2.06	1.628	0.601
	0.0	=EDU	Node I/I=	0.00							
Parallel to Baeder Creek	0.000	1,615	0.428	1.455	5002	100.00					
							14	0.00350	2.06	1.628	0.601
	0.0	=EDU	Node I/I=	0.00							
	0.000	1,615	0.428	1.455	5003	251.16					
							14	0.00350	2.06	1.628	0.601
	460.0	=EDU	Node I/I=	0.00							
MH on Wanamaker Rd	0.122	2,075	0.550	1.870	4943	248.57					
							15	0.00350	2.47	1.922	0.602

**TABLE 2**  
**BAEDER CREEK HIGHLAND INTERCEPTOR CAPACITY EVALUATION**  
 Stewart Avenue Meter to Horace Avenue  
 PROJECTED FLOWS

Tributary Sewer Connection	Additional Tributary Flow (mgd)	EDU Total	AvgDF (mgd)	MaxDF (mgd)	MH No	MH Inv	Dia. (in)	Slope	Pipe Capacity (mgd)	Average Remaining Capacity (mgd)	Peak Hrly Remaining Capacity (mgd)
	0.0	=EDU	Node I/I=	0.00							
	0.000	2,075	0.550	1.870	4965	247.06					
							15	0.00350	2.47	1.922	0.602
							VCP				
	0.0	=EDU	Node I/I=	0.00							
MH on Jenkintown Rd	0.000	2,075	0.550	1.870	5004	242.09					
							15	0.00350	2.47	1.922	0.602
							CIP				
	0.0	=EDU	Node I/I=	0.00							
	0.000	2,075	0.550	1.870	5005	239.84					
							15	0.00350	2.47	1.922	0.602
	0.0	=EDU	Node I/I=	0.00							
	0.000	2,075	0.550	1.870	5006	219.55					
						216.40	14	0.00350	2.06	1.506	0.186
	0.0	=EDU	Node I/I=	0.00							
Stewart Meter Site MH	0.000	2,075	0.550	1.870	METER	215.30					
							15	0.00350	2.47	1.922	0.602



JENKINTOWN

Stewart Avenue Meter

MEASURING DEVICE

Maple # 4989  
Critical Section

ABINGTON JUNIOR HIGH SCHOOL  
ABINGTON HIGH SCHOOL

T

T

DAEDERWOOD PARK

TOWNSHIP PROPERTY

GARAGE

ROAD

ROAD

ROAD

ROAD

ROAD

ROAD

ROAD

ROAD

ROAD

ROAD

ROAD

ROAD

ROAD

ROAD

ROAD

ROAD

ROAD

ROAD

ROAD

ROAD

ROAD



J. CHAPTER 94 CONSISTENCY DETERMINATION (See Section J of instructions)

Projects that propose the use of existing municipal collection, conveyance or wastewater treatment facilities, or the construction of collection and conveyance facilities to be served by existing municipal wastewater treatment facilities must be consistent with the requirements of Title 25, Chapter 94 (relating to Municipal Wasteload Management). If not previously included in Section F, include a general map showing the path of the sewage to the treatment facility. If more than one municipality or authority will be affected by the project, please obtain the information required in this section for each. Additional sheets may be attached for this purpose.

1. Project Flows High School/ Middle School Campus 63,839 gpd
2. Total Sewage Flows to Facilities (pathway from point of origin through treatment plant)

When providing "treatment facilities" sewage flows, use Annual Average Daily Flow for "average" and Maximum Monthly Average Daily Flow for "peak" in all cases. For "peak flows" in "collection" and "conveyance" facilities, indicate whether these flows are "peak hourly flow" or "peak instantaneous flow" and how this figure was derived (i.e., metered, measured, estimated, etc.).

- a. Enter average and peak sewage flows for each proposed or existing facility as designed or permitted.
- b. Enter the average and peak sewage flows for the most restrictive sections of the existing sewage facilities.
- c. Enter the average and peak sewage flows, projected for 5 years (2 years for pump stations) through the most restrictive sections of the existing sewage facilities. Include existing, proposed (this project) and future project (other approved projects) flows.

To complete the table, refer to the instructions, Section J.

	a. Design and/or Permitted Capacity (gpd)		b. Present Flows (gpd)		c. Projected Flows in 5 years (gpd) (2 years for P.S.)	
	Average	Peak	Average	Peak	Average	Peak
Collection	1,000,000	2,034,000	650,000	1,575,000	750,000	1,820,000
Conveyance	2,400,000	4,760,000	4,960,000	2,760,000	2,000,000	2,820,000
Treatment						

3. Collection and Conveyance Facilities

The questions below are to be answered by the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities. These questions should be answered in coordination with the latest Chapter 94 annual report and the above table. The individual(s) signing below must be legally authorized to make representation for the organization.

YES NO

- a.   This project proposes sewer extensions or tap-ins. Will these actions create a hydraulic overload within five years on any existing collection or conveyance facilities that are part of the system? SEE ATTACHED LETTER FROM PA-DEP (PG 4)

If yes, this sewage facilities planning module will not be accepted for review by the municipality, delegated local agency and/or DEP until all inconsistencies with Chapter 94 are resolved or unless there is an approved Corrective Action Plan (CAP) granting an allocation for this project. A letter granting allocations to this project under the CAP must be attached to the module package.

If no, a representative of the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities must sign below to indicate that the collection and conveyance facilities have adequate capacity and are able to provide service to the proposed development in accordance with both §71.53(d)(3) and Chapter 94 requirements and that this proposal will not affect that status.

b. Collection System

Name of Agency, Authority, Municipality CHELTERHAM TOWNSHIP  
 Name of Responsible Agent BRYAN T. HAVIR, TOWNSHIP MANAGER  
 Agent Signature [Signature] Date 7-13-18

**J. CHAPTER 94 CONSISTENCY DETERMINATION** (See Section J of instructions)

c. Conveyance System

Name of Agency, Authority, Municipality CHELTENHAM TOWNSHIP  
Name of Responsible Agent BRYANT. HAVER, Township Manager  
Agent Signature *[Signature]*  
Date 7-13-18

4. Treatment Facility

The questions below are to be answered by a representative of the facility permittee in coordination with the information in the table and the latest Chapter 94 report. The individual signing below must be legally authorized to make representation for the organization.

YES NO

- a.   This project proposes the use of an existing wastewater treatment plant for the disposal of sewage. Will this action create a hydraulic or organic overload within 5 years at that facility?

If yes, this planning module for sewage facilities will not be reviewed by the municipality, delegated local agency and/or DEP until this inconsistency with Chapter 94 is resolved or unless there is an approved CAP granting an allocation for this project. A letter granting allocations to this project under the CAP must be attached to the planning module.

If no, the treatment facility permittee must sign below to indicate that this facility has adequate treatment capacity and is able to provide wastewater treatment services for the proposed development in accordance with both §71.53(d)(3) and Chapter 94 requirements and that this proposal will not impact that status.

- b. Name of Agency, Authority, Municipality \_\_\_\_\_  
Name of Responsible Agent \_\_\_\_\_  
Agent Signature \_\_\_\_\_  
Date \_\_\_\_\_

**K. TREATMENT AND DISPOSAL OPTIONS** (See Section K of instructions)

This section is for land development projects that propose construction of wastewater treatment facilities. Please note that, since these projects require permits issued by DEP, these projects may NOT receive final planning approval from a delegated local agency. Delegated local agencies must send these projects to DEP for final planning approval.

Check the appropriate box indicating the selected treatment and disposal option.

1. Spray irrigation (other than individual residential spray systems (IRSIS)) or other land application is proposed, and the information requested in Section K.1. of the planning module instructions are attached.
2. Recycle and reuse is proposed and the information requested in Section K-2 of the planning module instructions is attached.
3. A discharge to a dry stream channel is proposed, and the information requested in Section K.3. of the planning module instructions are attached.
4. A discharge to a perennial surface water body is proposed, and the information requested in Section K.4. of the planning module instructions are attached.

**L. PERMEABILITY TESTING** (See Section L of instructions)

- The information required in Section L of the instructions is attached.

**M. PRELIMINARY HYDROGEOLOGIC STUDY** (See Section M of instructions)

- The information required in Section M of the instructions is attached.



pennsylvania  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION

June 16, 2015

Mr. Bryan Havir  
Township Manager  
Cheltenham Township  
8230 Old York Road  
Elkins Park, PA 19027-1589

Re: Sewage  
Chapter 94 CMP  
Cheltenham Township  
Montgomery County

Dear Mr. Havir:

The Department of Environmental Protection (DEP) has reviewed your May 29, 2015, revised Connection Management Plan (CMP) under Chapter 94.

The revised listing incorporates previous connection allocations in a comprehensive format. The CMP requests a total of 584 equivalent dwelling units (EDUs) for 2015, while recognizing that the total potential projects for the next 5 years involve a significantly greater number of connections. In light of the submitted documentation showing a reduction of flows as a result of work completed in the sewershed, the Department approves the release of the 584 EDUs as identified in the attached tables.

We request that Cheltenham Township and its tributary municipalities continue to submit the appropriate CMP table with planning submissions, i.e., sewage facilities planning module application mailers and planning modules for new land development that lists the project's allocated capacity. Please note that projects that require Act 537 Planning Approval must either include a CMP allocation for the entire project's associated connection flows or be submitted as phased projects, depending upon the project's nature and the availability of connections.

Cheltenham Township must continue timely action regarding the Corrective Action Plan implementation, Act 537 Plan revision, and collection of metered data for sewer line rehabilitation work accomplished to date. DEP may periodically request Cheltenham Township to submit progress reports on these action items.

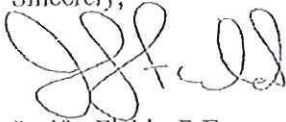
Mr. Bryan Havir

- 2 -

June 16, 2015

If you have any questions regarding the above information, please call me at 484.250.5970.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jenifer Fields', written in a cursive style.

Jenifer Fields, P.E.  
Regional Manager  
Clean Water

Enclosure: CMP tables (3)

cc: Montgomery County Planning Commission  
Montgomery County Health Department  
Philadelphia Water Department  
Abington Township  
Jenkintown Borough  
Mr. O'Neil  
Planning Section  
Re 30 (GJB15CLW)167-1

CHELTENHAM TOWNSHIP  
CONNECTION MANAGEMENT PLAN ("CMP")

Property	EDU's Needed for 2015
Elkins Estate (new development of former Dominican Retreat House) 1750 Ashbourne Road, Elkins Park	63
Temple Healthcare (Hope Lodge property - adaptive reuse) 100-110 Laurel Avenue, Cheltenham	15
Unallocated Amount	13
Gurt's Hall (banquet facilities expansion) 1250 W. Church Road, Wyncoke	40
Wyncoke Commons (adaptive reuse) 827 Glenside Avenue, Glenside	15
Keswick Hardware/Restaurant (adaptive reuse) Easton Road, Glenside	12
Ashbourne Meadows Development (former Ashbourne Country Club site) Ashbourne Road, Cheltenham	144
Wyncoke Development (for Phase II) Old Cedarbrook Road, Wyncoke	28
Cheltenham Mall (redevelopment) 2395 W. Cheltenham Avenue, Wyncoke	20
Holy Sepulchre Cemetery (new office building) W. Waverly Road and Cheltenham Avenue, Glenside	2
Ogontz Shopping Center (building addition) 8200 Ogontz Avenue, Wyncoke	11
Metro Shopping Center (building addition) 7320 Old York Road, Elkins Park	2
Retail/Office/Arts - Multi Use (retrofit) 118 Central Avenue, Cheltenham	2
Hair Salon (Jeffrey Marshall) (adaptive reuse) 101 Central Avenue, Cheltenham	2
Quadrangle (John Corbett) (adaptive reuse) 404 Central Avenue, Cheltenham	2
Single Family Home (Arcadia University) (new classrooms) 6 Royal Avenue, Glenside	5
<b>TOTAL</b>	<b>383</b>

**TABLE B3**  
**Abington Township Wastewater**  
 Land Development & Property Renovation Status By Meter Size  
 As of December 31, 2014

MAP ID #	Cheltenham Development	Drainage Area	Meter Size	# EDU Assessed	Previous # EDU In Use	# EDU Connected In 2014	# EDU Available	Projected EDU Connections				
								2015	2016	2017	2018	2019
ABINGTON TOWNSHIP TO CHELTENHAM:												
AN07	910 Township Line Rd. (Rohrer Bakery)	CHELT	300-gal/20"	2	0	0	2	2				
								Additional Flow (MGD)				
								Maximum Monthly Flow (add'l flow X 1.18)				
AR06	Church Rd. Subdivision - Dean Kerpides	CHELT	Fisher	1	0	0	1	1				
AR07	130 Fisher Rd. (Jazy Koloson)	CHELT	Fisher	1	0	0	1	1				
AR09	323 Holmcrest Ave. (Jenny Greiner)	CHELT	Fisher	1	0	0	1	1				
	Holmcrest Road Residential	CHELT	Fisher	1	0	0	1	0	0	1		
								Total				
								Additional Flow (MGD)				
								Maximum Monthly Flow (add'l flow X 1.18)				
AP09	Highland Vacant Lots	CHELT	Highland	8	0	0	8	1	1	1	1	1
AP10	Highland Apartments	CHELT	Highland	50	0	0	50	0	0	0	0	0
AP11	Standard Press Steel Apartments	CHELT	Highland	300	0	0	300	0	0	0	50	50
	Pat Deacon (Arnold Ave. Residential)	CHELT	Highland	1	0	0	1	0	0	1		
								Total				
								Additional Flow (MGD)				
								Maximum Monthly Flow (add'l flow X 1.18)				
AR101	890 Fox Chase Rd. (Smith)	CHELT	Jenkintown	16	0	0	16	0	0	16		
AR12	265 Rafting Hill Rd	CHELT	Jenkintown	1	0	0	1	1				
AR13	367 Rafting Hill Rd	CHELT	Jenkintown	1	0	0	1	1				
AN02	St. Basil's (Master College Apartments)	CHELT	Jenkintown	100	0	0	100	0	40	40	40	40
AN13	Fox Chase Apartments	CHELT	Jenkintown	72	0	0	72	0	35	36		
AN03	1013 Fox Chase Rd (Saint Michael's)	CHELT	Jenkintown	5	0	0	5	5				
AN09	609 Jenkintown (Kosowski)	CHELT	Jenkintown	1	0	0	1	1				
AN12	YMCA Foxchase (Gelman Property)	CHELT	Jenkintown	12	0	0	12	0	0	12		
AF07	Shalimar Commercial	CHELT	Jenkintown	25	0	0	25	10	5	5	3	2
AP12	Cedar & Fox Chase Residential	CHELT	Jenkintown	460	0	0	460	0	0	0	50	50
AP13	Jenkintown OLDS & Vacant Lots	CHELT	Jenkintown	3	0	0	3	0	0	1	1	1
AP14	Cedar Rd. (Denish Residential)	CHELT	Jenkintown	10	0	0	10	0	1	1	1	1
AP15	Cedar & Cedar Glen Residential	CHELT	Jenkintown	10	0	0	10	0	2	2	2	2
AP16	Aberfohope Park	CHELT	Jenkintown	50	0	0	50	2	2	2	2	2
AP21	Shelburne OLDS	CHELT	Jenkintown	2	0	0	2	0	1	1	1	1
								Total				
								Additional Flow (MGD)				
								Maximum Monthly Flow (add'l flow X 1.18)				
AR10	2812 Jenkintown (Conis)	CHELT	Keswick	1	0	0	1	1				
AR01	Salisbury Medical	CHELT	Keswick	24	0	0	24	12	12			
AP05	Keswick Commercial	CHELT	Keswick	250	0	0	250	63	10	10	10	10
AP17	New Life Church	CHELT	Keswick	60	0	0	60	7	5	5	5	5
AP18	Keswick Apartments	CHELT	Keswick	200	0	0	200	8	5	5	5	5
AP19	Keswick Elderly Apartments	CHELT	Keswick	44	0	0	44	12	5	5	2	2
								Total				
								Additional Flow (MGD)				
								Maximum Monthly Flow (add'l flow X 1.18)				
AP08	Perry Commercial	CHELT	Perry	5	0	0	5	1	1	1	1	1
AP20	Perry Vacant Lots	CHELT	Perry	10	0	0	10	1	1	1	1	1
								Total				
								Additional Flow (MGD)				
								Maximum Monthly Flow (add'l flow X 1.18)				
AR11	2159 Pleasant Ave. (Wysocki)	CHELT	Stewart	1	0	0	1	0	1			
AN09	387 Stewart (Rivichville Tavern)	CHELT	Stewart	1	0	0	1	0	1			
AN11	Abington Hospital Medical Offices	CHELT	Stewart	25	0	0	25	0	0	0	25	
AP08	Stewart Commercial	CHELT	Stewart	250	0	0	250	17	13	7	7	7
AP22	Stewart Vacant Lots	CHELT	Stewart	20	0	0	20	1	1	1	1	1
AP23	Stewart OLDS	CHELT	Stewart	11	0	0	11	1	1	1	1	1
AP24	Copper Beach Elementary Addition	CHELT	Stewart	10	0	0	10	0	1	1	1	1
AP25	Abington Hospital Addition	CHELT	Stewart	200	0	0	200	0	5	10	5	10
AP26	Abington High School Addition	CHELT	Stewart	25	0	0	25	0	1	1	1	1
								Total				
								Additional Flow (MGD)				
								Maximum Monthly Flow (add'l flow X 1.18)				

REVISED TOTAL EDU 2015 151

## Projects being proposed for 2015 Estimated EDU'S

This request is being submitted to Cheltenham Township and the PaDep.

1. 93 York Road
  - a. Land Development AAA Car Care Center – 3 EDUS
  
2. 101 York Road
  - a. Glanzmann Service Center – 3 EDUS
  
3. 117 York Road
  - a. 12,000 sqft retail store – 1 EDU
  
4. 210 York Road
  - a. Brew Pub – 4.5-6 EDUS
  
5. 216 York Road
  - a. Office - retail – 1 EDU
  
6. 309 York Road
  - a. Event Center - Basement – 2-4 EDUS
  
7. 455 York Road Suite A
  - a. Dollar Store – 1 EDU
  
8. 461 York Road
  - a. Helwig Funeral Home (current boutique) to Restaurant – 5 EDUS
  
9. 471 York Road
  - a. Goodman Properties – 4/ 2,000 SF Retail, 5 EDUS
  
10. 501 York Road
  - a. Former Dunkin Donuts to Restaurant – 4 EDUS
  
11. 610 York Road
  - a. Discussing several new tenant fit outs – 4 EDUS
  
12. 680 York Road
  - a. Professional Suite 18,000 sqft – 3 EDUS

13. 720 Greenwood Avenue – Currently Offices

- a. Midgard Properties – 10 Condos - 7.5 EDUS
- b. Midgard Properties – 4,000 SF Retail - 2 EDUS

Total of 49.5 EDUS Requested

As previously discussed Jenkintown Borough would like to take this allotment of EDUs in an unallocated pool due to the lack of lead time on planning and project specifics changing and also for mom and pop walk ins that the Borough experiences.



**G. PROPOSED WASTEWATER DISPOSAL FACILITIES** (See Section G of instructions)

Check all boxes that apply, and provide information on collection, conveyance and treatment facilities and EDU's served. This information will be used to determine consistency with Chapter 93 (relating to wastewater treatment requirements).

**1. COLLECTION SYSTEM**

a. Check appropriate box concerning collection system

- New collection system       Pump Station       Force Main  
 Grinder pump(s)       Extension to existing collection system       Expansion of existing facility

Clean Streams Law Permit Number \_\_\_\_\_

b. Answer questions below on collection system

Number of EDU's and proposed connections to be served by collection system. EDU's 17 additional EDU's are required for Abington Senior High School (the existing high school/middle school campus currently uses 225 EDU)

Connections 1

Name of:

existing collection or conveyance system Abington Township

owner Abington Township

existing interceptor Cheltenham Township, Interceptor A

owner Cheltenham Township

**2. WASTEWATER TREATMENT FACILITY**

Check all boxes that apply, and provide information on collection, conveyance and treatment facilities and EDU's served. This information will be used to determine consistency with Chapter(s) 91 (relating to general provisions), 92 (relating to national Pollution Discharge Elimination System permitting, monitoring and compliance) and 93 (relating to water quality standards).

a. Check appropriate box and provide requested information concerning the treatment facility

- New facility       Existing facility       Upgrade of existing facility       Expansion of existing facility

Name of existing facility Philadelphia Northeast Water Pollution Control Plant

NPDES Permit Number for existing facility PA0026689

Clean Streams Law Permit Number 5172405

Location of discharge point for a new facility. Latitude N/A Longitude N/A

b. The following certification statement must be completed and signed by the wastewater treatment facility permittee or their representative.

As an authorized representative of the permittee, I confirm that the PHILA. NEWPCP (Name from above) sewage treatment facilities can accept sewage flows from this project without adversely affecting the facility's ability to achieve all applicable technology and water quality based effluent limits (see Section I) and conditions contained in the NPDES permit identified above.

Name of Permittee Agency, Authority, Municipality PHILA. WATER DEPT.

Name of Responsible Agent ERIC POMERT, S.E.O.

Agent Signature Eric Pat Date 8/6/18

(Also see Section I. 4.)

**J. CHAPTER 94 CONSISTENCY DETERMINATION** (See Section J of instructions)

Projects that propose the use of existing municipal collection, conveyance or wastewater treatment facilities, or the construction of collection and conveyance facilities to be served by existing municipal wastewater treatment facilities must be consistent with the requirements of Title 25, Chapter 94 (relating to Municipal Wasteload Management). If not previously included in Section F, include a general map showing the path of the sewage to the treatment facility. If more than one municipality or authority will be affected by the project, please obtain the information required in this section for each. Additional sheets may be attached for this purpose.

1. Project Flows High School/ Middle School Campus 63,839          gpd
2. Total Sewage Flows to Facilities (pathway from point of origin through treatment plant)

When providing "treatment facilities" sewage flows, use Annual Average Daily Flow for "average" and Maximum Monthly Average Daily Flow for "peak" in all cases. For "peak flows" in "collection" and "conveyance" facilities, indicate whether these flows are "peak hourly flow" or "peak instantaneous flow" and how this figure was derived (i.e., metered, measured, estimated, etc.).

- a. Enter average and peak sewage flows for each proposed or existing facility as designed or permitted.
- b. Enter the average and peak sewage flows for the most restrictive sections of the existing sewage facilities.
- c. Enter the average and peak sewage flows, projected for 5 years (2 years for pump stations) through the most restrictive sections of the existing sewage facilities. Include existing, proposed (this project) and future project (other approved projects) flows.

To complete the table, refer to the instructions, Section J.

	a. Design and/or Permitted Capacity (gpd)		b. Present Flows (gpd)		c. Projected Flows in 5 years (gpd) (2 years for P.S.)	
	Average	Peak	Average	Peak	Average	Peak
Collection						
Conveyance						
Treatment*	210	420	160	202.1	174.6	198

3. Collection and Conveyance Facilities \*(MGD) PHILA. NEWPCP

The questions below are to be answered by the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities. These questions should be answered in coordination with the latest Chapter 94 annual report and the above table. The individual(s) signing below must be legally authorized to make representation for the organization.

YES NO

- a.   This project proposes sewer extensions or tap-ins. Will these actions create a hydraulic overload within five years on any existing collection or conveyance facilities that are part of the system?

If yes, this sewage facilities planning module will not be accepted for review by the municipality, delegated local agency and/or DEP until all inconsistencies with Chapter 94 are resolved or unless there is an approved Corrective Action Plan (CAP) granting an allocation for this project. A letter granting allocations to this project under the CAP must be attached to the module package.

If no, a representative of the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities must sign below to indicate that the collection and conveyance facilities have adequate capacity and are able to provide service to the proposed development in accordance with both §71.53(d)(3) and Chapter 94 requirements and that this proposal will not affect that status.

- b. Collection System

Name of Agency, Authority, Municipality \_\_\_\_\_

Name of Responsible Agent \_\_\_\_\_

Agent Signature \_\_\_\_\_ Date \_\_\_\_\_

**J. CHAPTER 94 CONSISTENCY DETERMINATION** (See Section J of instructions)

c. Conveyance System

Name of Agency, Authority, Municipality \_\_\_\_\_

Name of Responsible Agent \_\_\_\_\_

Agent Signature \_\_\_\_\_

Date \_\_\_\_\_

4. Treatment Facility

The questions below are to be answered by a representative of the facility permittee in coordination with the information in the table and the latest Chapter 94 report. The individual signing below must be legally authorized to make representation for the organization.

YES NO

a.   This project proposes the use of an existing wastewater treatment plant for the disposal of sewage. Will this action create a hydraulic or organic overload within 5 years at that facility?

If yes, this planning module for sewage facilities will not be reviewed by the municipality, delegated local agency and/or DEP until this inconsistency with Chapter 94 is resolved or unless there is an approved CAP granting an allocation for this project. A letter granting allocations to this project under the CAP must be attached to the planning module.

If no, the treatment facility permittee must sign below to indicate that this facility has adequate treatment capacity and is able to provide wastewater treatment services for the proposed development in accordance with both §71.53(d)(3) and Chapter 94 requirements and that this proposal will not impact that status.

b. Name of Agency, Authority, Municipality PHILA. WATER DEPT.

Name of Responsible Agent ERIC PONERT, S.E.O.

Agent Signature Eric Ponert

Date 8/6/18

**K. TREATMENT AND DISPOSAL OPTIONS** (See Section K of instructions)

This section is for land development projects that propose construction of wastewater treatment facilities. Please note that, since these projects require permits issued by DEP, these projects may NOT receive final planning approval from a delegated local agency. Delegated local agencies must send these projects to DEP for final planning approval.

Check the appropriate box indicating the selected treatment and disposal option.

- 1. Spray irrigation (other than individual residential spray systems (IRSIS)) or other land application is proposed, and the information requested in Section K.1. of the planning module instructions are attached.
- 2. Recycle and reuse is proposed and the information requested in Section K-2 of the planning module instructions is attached.
- 3. A discharge to a dry stream channel is proposed, and the information requested in Section K.3. of the planning module instructions are attached.
- 4. A discharge to a perennial surface water body is proposed, and the information requested in Section K.4. of the planning module instructions are attached.

**L. PERMEABILITY TESTING** (See Section L of instructions)

The information required in Section L of the instructions is attached.

**M. PRELIMINARY HYDROGEOLOGIC STUDY** (See Section M of instructions)

The information required in Section M of the instructions is attached.



Debra McCarty, Water Commissioner

August 6, 2018  
Via e-mail

Mr. Seth Schwartzberg  
Renew Design Group  
117 E. Broad Street, Suite 4  
Souderton, PA 18964

**SUBJECT: Capacity Certification  
Abington High School Addition – 900 Highland Ave.  
PWD Code No. 201804-001  
Abington Township, Montgomery County**

Mr. Schwartzberg:

I have completed the portions pertaining to the City of Philadelphia on the enclosed pages 3, 6 and 7 of the planning module for the above referenced project and certify that there is adequate capacity within the City of Philadelphia's conveyance and treatment facilities to receive and treat the sewage flows from this development. The waste load from this project will not create a hydraulic or organic overload or a five-year projected overload from the date of this letter that is inconsistent with the City's approved Combined Sewer Overflow Plan. This certification is for conveyance capacity within the City of Philadelphia sewerage system and treatment for sanitary flows of 63,839 gpd (4,285 gpd net) at the City's Northeast Water Pollution Control Plant (NPDES Permit No. PA 26689, Clean Streams Law Permit No. 5172405) only and should not be construed as a certification of collection or conveyance capacity outside the City of Philadelphia.

Please note that the City of Philadelphia may rescind this capacity certification should an unforeseen capacity issue arise or if the PA Department of Environmental Protection or other regulatory agency restricts or bans additional flows to any portion of the City's sewerage system to which the project is tributary.

Sincerely,

Eric Ponert  
Sewage Enforcement Officer



### Project Narrative

Abington Senior High School  
Abington School District  
900 Highland Avenue  
Abington, PA 19001

This project narrative is presented to consider the change in sewage flow that we associate with the proposed project to add onto the Abington Senior High School and bring 9<sup>th</sup> grade into the building. We have considered this analysis as comprehensively as possible by obtaining water meter readings for all the related schools and by considering the projected population changes. Abington Senior High School and the affiliated public schools are all considered institutional facilities.

The proposed building addition will be approximately 1.66 AC of additional facilities. Abington School District is the owner of the parcel, 30-00-29044-005, which is approximately 58.5 AC. Abington School District also owns the adjacent properties making up a campus of Abington Senior High School, Abington Junior High School, and Copper Beech Elementary School. These properties make up a campus of approximately 116.19 AC.

The project will construct a new 9<sup>th</sup> grade center onto the existing high school building. The current grade configuration on the campus is 7<sup>th</sup>, 8<sup>th</sup> and 9<sup>th</sup> grades in the Middle School and 10<sup>th</sup>, 11<sup>th</sup> and 12<sup>th</sup> grades in the High School. Copper Beech Elementary School also exists behind the high school on interconnected lands and Highland Elementary School is situated nearby. These Elementary Schools are included in the flow analysis because of the transfer of grade levels that will occur for this project. 9<sup>th</sup> grade will move into the high school and 6<sup>th</sup> grade will move into the Middle School. Thus, there will be a grade level increase (6<sup>th</sup> grade) into the high school/middle school campus. There will also be a grade level reduction (6<sup>th</sup> grade) from the elementary schools and those reductions from Copper Beech and Highland Elementary Schools are reflected below.

The Middle School, High School, Copper Beech Elementary and Highland Elementary are all schools which convey sewage flows via the Abington Township Baeder Creek Trunk sewer. It passes via the Stewert Avenue meter from Abington Township into Cheltenham Township Interceptor A and ultimately into the City of Philadelphia for treatment at the Northeast Water Pollution Control Plant (NPDES #0026689). The proposed sewage disposal method for this project is to connect to an existing public sewerage system along Highland Avenue. A Sewage Flow Path is attached for reference showing the path of the sewage to the treatment facility.

We project a school occupancy year of 2020-2021 and we have used enrollment projections for growth to anticipate the flows after construction. The enrollment projections are based upon Montgomery County Planning Commission, Option 3 which I also attach for reference.

*Existing Combined Flow For Project (2016-2017): 59,554 gpd @ 180 school days  
(265 gpd, per Abington Township): 224.73 EDU  
(400 gpd, per PADEP): 148.89 EDU*

Proposed Combined Flow For Project (2020-2021): 63,839 gpd\* @ 180 school days  
(265 gpd, per Abington Township): 240.90 EDU  
(400 gpd, per PADEP): 159.60 EDU

\*a 25% reduction is applied for low flow fixtures in the 9<sup>th</sup> grade center in addition to the existing 10<sup>th</sup> – 12<sup>th</sup> grade facility.

We have attached a Sewage Flow Analysis document which goes into further detail explaining how we determined sewage flows with calculations.



## ALTERNATIVE ANALYSIS

Abington Senior High School  
Abington School District  
900 Highland Avenue  
Abington, PA 19001

The chosen ultimate disposal method for the proposed additions and renovations to Abington Senior High School is a public sanitary sewer treated by Philadelphia Northeast Water Pollution Control Plant. Sewage flows currently flow from Abington Township Baeder Creek Trunk sewer and passes via the Stewart Avenue meter from Abington Township into Cheltenham Township Interceptor A and finally into PWD. As a result of the new additions and renovations, the new net flow will be 63,839 GPD flow required, an increase from the existing flow of 59,554 GPD. This translates to an increase from 224.73 EDU to 240.90 EDU. These figures represent the flows from the campus of buildings owned by Abington School District. This increase in EDU takes into account low flow fixtures and a 9<sup>th</sup> grade student/teacher population that will be joining the current occupancy of the building. Our existing and proposed figures are all based upon water bills and student population projections from Abington School District and Montgomery County Planning Commission, Option 3.

Abington Senior High School borders a variety of properties with various zoning designations deemed by Abington Township. Surrounding the school campus is Abington School District, Abington Junior High School, and Copper Beach Elementary School. These properties are all zoned CS (Community Service). The surrounding zoning designations include: R3 (Medium Density Residential), AO (Apartment Office), RC (Recreation / Conservation), R4 (High Density Residential), and SC (Special Commercial). Each of these surrounding uses are serviced by public water and public sanitary sewer and are considered ultimate use.

The surrounding facilities are currently not in need of improvement; therefore a community on-lot system is not feasible. Additionally, any option of a large proposed sewage storage tank, necessitating the need for hauling the sewage to Philadelphia Northeast Water Pollution Control Plant, would not be cost effective due to the above average volume of sewage flows. Further, to send the sewage generated from the Abington Senior High School via alternative conveyance methods to the City of Philadelphia, would also be cost prohibitive. The existing and proposed sanitary sewer connection is accounted for in the municipalities Act 537 Plan.

Abington School District will be the owner of the facility and will be responsible for operation and maintenance of the facility and ultimately compliance with applicable water quality standards and effluent limitations.

R:\Projects\2015\15031 Abington Senior HS - Abington Twp - Gilbert\Permits, Reviews & Applications\Planning Module\Alternative Analysis.docx



**SEWAGE FLOW ANALYSIS**

Abington Senior High School  
Abington School District  
900 Highland Avenue  
Abington, PA 19001

This flow analysis is presented to consider the change in sewage flow that we project associated with the proposed project to add onto the Abington High School and bring 9<sup>th</sup> grade into the building. We have considered this analysis as comprehensively as possible by obtaining water meter readings for all the related schools and by considering the projected population changes.

The project will construct a new 9<sup>th</sup> grade center onto the existing high school building. The current grade configuration on the campus is 7<sup>th</sup>, 8<sup>th</sup> and 9<sup>th</sup> grades in the Middle School and 10<sup>th</sup>, 11<sup>th</sup> and 12<sup>th</sup> grades in the High School. Copper Beech Elementary School also exists behind the high school on interconnected lands and Highland Elementary School is situated nearby. These Elementary Schools are included in the flow analysis because of the transfer of grade levels that will occur for this project. 9<sup>th</sup> grade will move into the high school and 6<sup>th</sup> grade will move into the Middle School. Thus, there will be a grade level increase (6<sup>th</sup> grade) into the high school/middle school campus. There will also be a grade level reduction (6<sup>th</sup> grade) from the elementary schools and those reductions from Copper Beech and Highland Elementary Schools are reflected below.

The Middle School, High School, Copper Beech Elementary and Highland Elementary are all schools which convey sewage flows via the Abington Township Baeder Creek Trunk sewer. It passes via the Stewert Avenue meter from Abington Township into Cheltenham Township Interceptor A and ultimately into the City of Philadelphia for treatment at the Northeast Water Pollution Control Plant (NPDES #0026689).

Actual meter readings are attached to substantiate the flows presented below. These readings capture the flows for each school during the entire school year 2016-2017. We project a school occupancy year of 2020-2021 and we have used enrollment projections for growth anticipate the flows after construction. The enrollment projections are based upon Montgomery County Planning Commission, Option 3 which I also attach for reference.

**A. Existing Flow:**

**High School 2016-2017 Flows:**

Meter readings annual total (12 months)	7,004,000 gallons
Deduct of swimming pool evaporation make up	181,559 gallons* (1/4" per day x 6400 sf pool)
<b>Net</b>	<b>6,822,441 gallons</b>
Divide by School population 2025 persons	
= 3,369 gal/person/year	
/180 school days per year	
= 18.72 gal/day/person use	



Middle School 2016-2017 Flows:

Meter readings annual total (12 months)           **3,897,400 gallons**  
 Divide by school population 1890 persons  
 = 2062 gal/person/year  
 / 180 school days per year  
 = 11.46 gal/day/person use

*(See also Elementary flows eliminated under projected flows)*

**TOTAL EXISTING FLOW FOR PROJECT:**                   **10,719,841 gallons annual flow**  
 Divide by 180 school days per year =               **59,554 gallons daily combined flow**  
 (265 gal per day Abington EDU)=                   **224.73 Abington EDU's Existing**

**B. PROJECTED FLOW:**

Projected Project High School Flow 2020-2021:

2814 Projected persons including 9<sup>th</sup> grade  
 2126 projected persons 10<sup>th</sup>-12<sup>th</sup> grades  
 688 projected persons 9<sup>th</sup> grade  
 2126 persons x 14.04 gal/person/day rate\*       **29,849 gallons/day projected use 10<sup>th</sup>-12<sup>th</sup> grade**  
 688 persons x 14.04 gal/person/day rate\*       **9,660 gallons/day projected use 9<sup>th</sup> grade**  
**Total Projected Use                                   39,509 gallons/day projected use 9<sup>th</sup>-12<sup>th</sup> grade**  
**Divide by 2814 persons =                           14.04 Gal/day/person**  
 \*a 25% reduction is applied for low flow fixtures in the 9<sup>th</sup> grade center and in renovating the existing 10<sup>th</sup> – 12<sup>th</sup> grade facility.

Projected Project Middle School Flow 2020-2021:

2204 projected persons including 6<sup>th</sup>-8<sup>th</sup> grades  
**2204 x 11.46 gal/person/day rate               25,258 gallons/day projected use 6<sup>th</sup>-8<sup>th</sup> grade**

Total Projected Flows:

Projected High School/Middle School flows       **64,767 gallons per day**  
**(265 gal/day per Abington EDU)               244.40 Abington EDU's**

Minus existing Elementary School Flow(6<sup>th</sup> grade students will be eliminated from Elementary Schools):

Copper Beech Elementary Flows:

Meter readings annual total (12 months)       **1,310,100 gallons**  
 Deduct irrigation use                               **360,000 (sub-metered flow)**  
 Net per school 1128 persons                   **950,100 gallons**  
 Divide by school population 1128               **842 gal/person/year / 180 school days = 4.68 gal/day/person**  
 145 6<sup>th</sup> graders = 145/1128 total use       **122,090 gallons 6<sup>th</sup> grade annual use**

Highland Elementary School:

Meter Readings annual total 360,300 gallons  
Divide by school population 512 704 gal/person/year / 180 school days = 3.91 gal/day/person  
Times 64 6<sup>th</sup> grade students 45,056 gallons 6<sup>th</sup> grade annual use

Total Elementary Flow eliminated 167,146 gallons / 180 days = 928 gal/day

Total Project Flows:

Proposed High School/Middle School flows 64,767 gallons per day  
(265 gal/day per Abington EDU) 244.40 Abington EDU's

COMPARISON OF PROJECT FLOWS:

2016-2017 Combined flows	59,554 gpd (224.73 Abington EDU's)
2020-2021 Projected project flows	64,767 gpd (244.40 Abington EDU's)
Minus Existing Elem. 6 <sup>th</sup> grade	-928 gpd (-3.50 Abington EDU's)
<u>Total Projected flows</u>	<u>63,839 gpd (240.90 Abington EDU's)</u>
Net Flow Increase	4,285 gpd (16.17 Abington EDU's)

Sincerely,  
Glenn Harris, RLA  
Senior Project Manger

## 1. PROJECT INFORMATION

Project Name: 15031 - Abington HS

Date of Review: 8/10/2017 06:52:04 PM

Project Category: Development, Additions/maintenance to existing development facilities

Project Area: 147.40 acres

County(s): **Montgomery**

Township/Municipality(s): ABINGTON

ZIP Code: 19001; 19038; 19046

Quadrangle Name(s): GERMANTOWN

Watersheds HUC 8: Lower Delaware

Watersheds HUC 12: Tacony Creek-Frankford Creek

Decimal Degrees: 40.114302, -75.131563

Degrees Minutes Seconds: 40° 6' 51.4876" N, 75° 7' 53.6258" W

## 2. SEARCH RESULTS

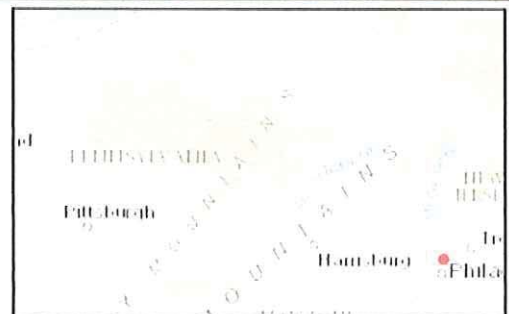
Agency	Results	Response
PA Game Commission	No Known Impact	No Further Review Required
PA Department of Conservation and Natural Resources	No Known Impact	No Further Review Required
PA Fish and Boat Commission	No Known Impact	No Further Review Required
U.S. Fish and Wildlife Service	No Known Impact	No Further Review Required

As summarized above, Pennsylvania Natural Diversity Inventory (PNDI) records indicate no known impacts to threatened and endangered species and/or special concern species and resources within the project area. Therefore, based on the information you provided, no further coordination is required with the jurisdictional agencies. This response does not reflect potential agency concerns regarding impacts to other ecological resources, such as wetlands.

### 15031 - Abington HS

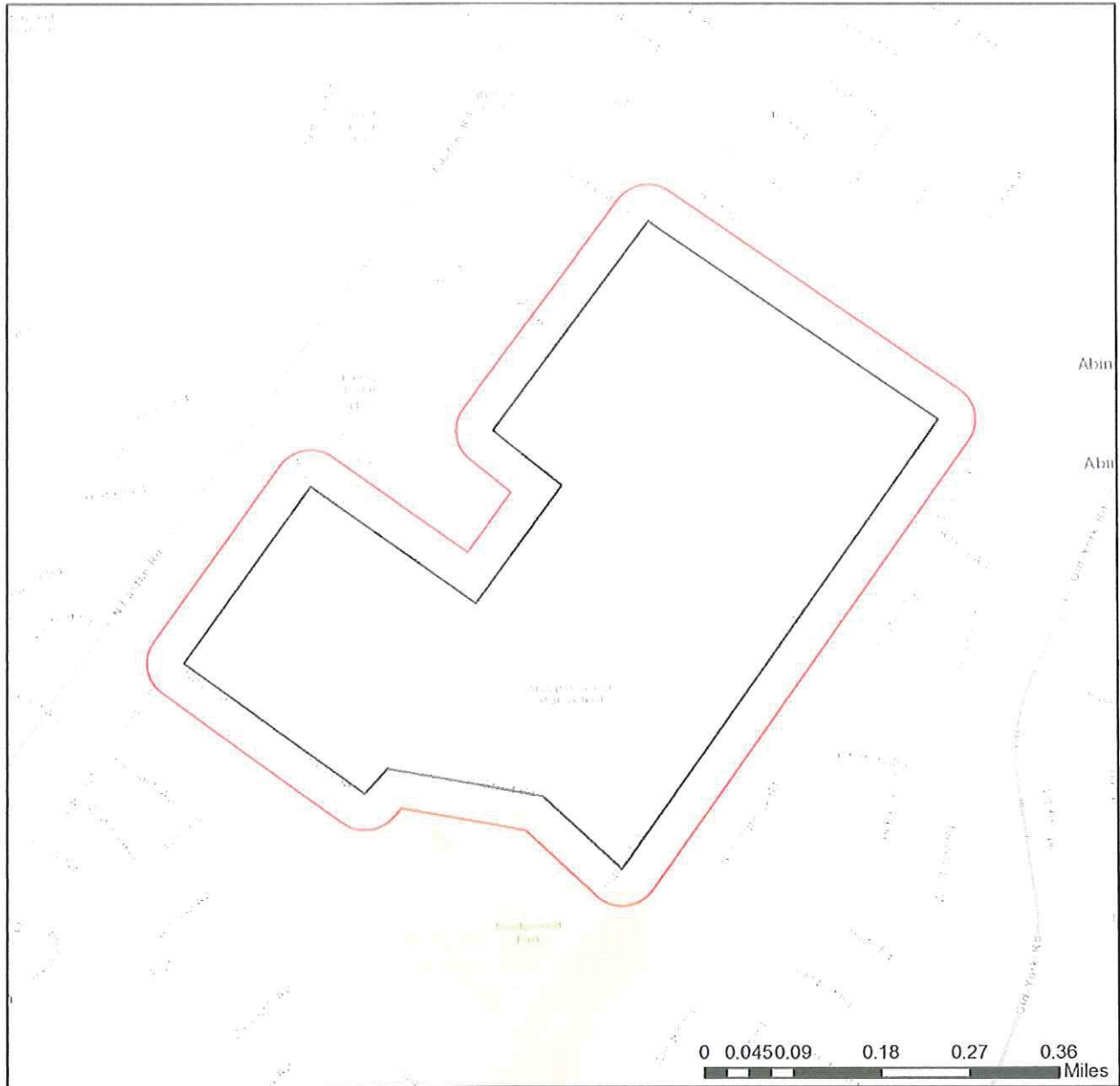


- Project Boundary
- Buffered Project Boundary



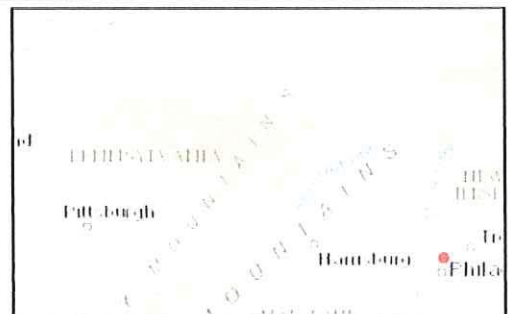
Service Layer Credits: Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community  
Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user

### 15031 - Abington HS



- Project Boundary
- Buffered Project Boundary

Service Layer Credits: Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



### 3. AGENCY COMMENTS

Regardless of whether a DEP permit is necessary for this proposed project, any potential impacts to threatened and endangered species and/or special concern species and resources must be resolved with the appropriate jurisdictional agency. In some cases, a permit or authorization from the jurisdictional agency may be needed if adverse impacts to these species and habitats cannot be avoided.

These agency determinations and responses are **valid for two years** (from the date of the review), and are based on the project information that was provided, including the exact project location; the project type, description, and features; and any responses to questions that were generated during this search. If any of the following change: 1) project location, 2) project size or configuration, 3) project type, or 4) responses to the questions that were asked during the online review, the results of this review are not valid, and the review must be searched again via the PNDI Environmental Review Tool and resubmitted to the jurisdictional agencies. The PNDI tool is a primary screening tool, and a desktop review may reveal more or fewer impacts than what is listed on this PNDI receipt. The jurisdictional agencies **strongly advise against** conducting surveys for the species listed on the receipt prior to consultation with the agencies.

#### PA Game Commission

##### RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

#### PA Department of Conservation and Natural Resources

##### RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

#### PA Fish and Boat Commission

##### RESPONSE:

No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

#### U.S. Fish and Wildlife Service

##### RESPONSE:

No impacts to **federally** listed or proposed species are anticipated. Therefore, no further consultation/coordination under the Endangered Species Act (87 Stat. 884, as amended; 16 U.S.C. 1531 et seq. is required. Because no take of federally listed species is anticipated, none is authorized. This response does not reflect potential Fish and Wildlife Service concerns under the Fish and Wildlife Coordination Act or other authorities.

### 4. DEP INFORMATION

The Pa Department of Environmental Protection (DEP) requires that a signed copy of this receipt, along with any required documentation from jurisdictional agencies concerning resolution of potential impacts, be submitted with applications for permits requiring PNDI review. Two review options are available to permit applicants for handling PNDI coordination in conjunction with DEP's permit review process involving either T&E Species or species of special concern. Under sequential review, the permit applicant performs a PNDI screening and completes all coordination with the appropriate jurisdictional agencies prior to submitting the permit application. The applicant will include with its application, both a PNDI receipt and/or a clearance letter from the jurisdictional agency if the PNDI Receipt shows a Potential Impact to a species or the applicant chooses to obtain letters directly from the jurisdictional agencies. Under concurrent review, DEP, where feasible, will allow technical review of the permit to occur concurrently with the T&E species consultation with the jurisdictional agency. The applicant must still supply a copy of the PNDI Receipt with its permit application. The PNDI Receipt should also be submitted to the appropriate agency according to directions on the PNDI Receipt. The applicant and the jurisdictional agency will work together to resolve the potential impact(s). See the DEP PNDI policy at <https://conservationexplorer.dcnr.pa.gov/content/resources>.

## 5. ADDITIONAL INFORMATION

The PNDI environmental review website is a preliminary screening tool. There are often delays in updating species status classifications. Because the proposed status represents the best available information regarding the conservation status of the species, state jurisdictional agency staff give the proposed statuses at least the same consideration as the current legal status. If surveys or further information reveal that a threatened and endangered and/or special concern species and resources exist in your project area, contact the appropriate jurisdictional agency/agencies immediately to identify and resolve any impacts.

For a list of species known to occur in the county where your project is located, please see the species lists by county found on the PA Natural Heritage Program (PNHP) home page ([www.naturalheritage.state.pa.us](http://www.naturalheritage.state.pa.us)). Also note that the PNDI Environmental Review Tool only contains information about species occurrences that have actually been reported to the PNHP.

## 6. AGENCY CONTACT INFORMATION

**PA Department of Conservation and Natural Resources**  
Bureau of Forestry, Ecological Services Section  
400 Market Street, PO Box 8552  
Harrisburg, PA 17105-8552  
Email: [RA-HeritageReview@pa.gov](mailto:RA-HeritageReview@pa.gov)

**U.S. Fish and Wildlife Service**  
Pennsylvania Field Office  
Endangered Species Section  
110 Radnor Rd; Suite 101  
State College, PA 16801  
NO Faxes Please

**PA Fish and Boat Commission**  
Division of Environmental Services  
595 E. Rolling Ridge Dr., Bellefonte, PA 16823  
Email: [RA-FBPACENOTIFY@pa.gov](mailto:RA-FBPACENOTIFY@pa.gov)

**PA Game Commission**  
Bureau of Wildlife Habitat Management  
Division of Environmental Planning and Habitat Protection  
2001 Elmerton Avenue, Harrisburg, PA 17110-9797  
Email: [RA-PGC\\_PNDI@pa.gov](mailto:RA-PGC_PNDI@pa.gov)  
NO Faxes Please

## 7. PROJECT CONTACT INFORMATION

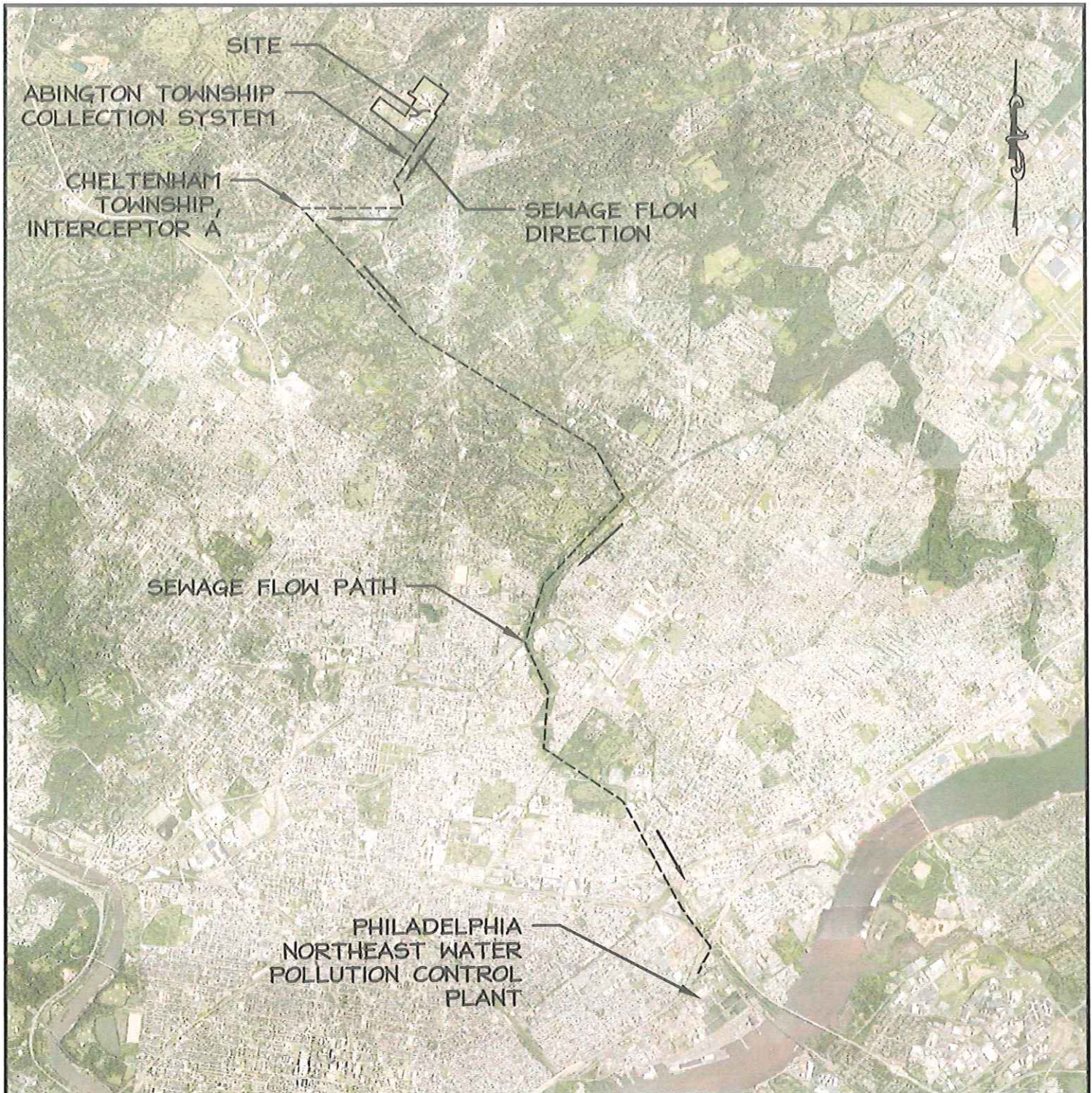
Name: Seth Schwartzberg  
Company/Business Name: Renew Design Group  
Address: 117 East Broad Street, Suite 4  
City, State, Zip: Souderton, PA 1864  
Phone: ( 484 ) 443-4433 Fax: ( 484 ) 443-4433  
Email: seth.schwartzberg@renewdesigngroup.com

## 8. CERTIFICATION

I certify that ALL of the project information contained in this receipt (including project location, project size/configuration, project type, answers to questions) is true, accurate and complete. In addition, if the project type, location, size or configuration changes, or if the answers to any questions that were asked during this online review change, I agree to re-do the online environmental review.

Seth Schwartzberg  
applicant/project proponent signature

12/27/2017  
date



ABINGTON SENIOR HIGH SCHOOL  
 ABINGTON TOWNSHIP  
 MONTGOMERY COUNTY  
 PENNSYLVANIA

SEWAGE FLOW PATH  
 AERIAL LOCATION PATH

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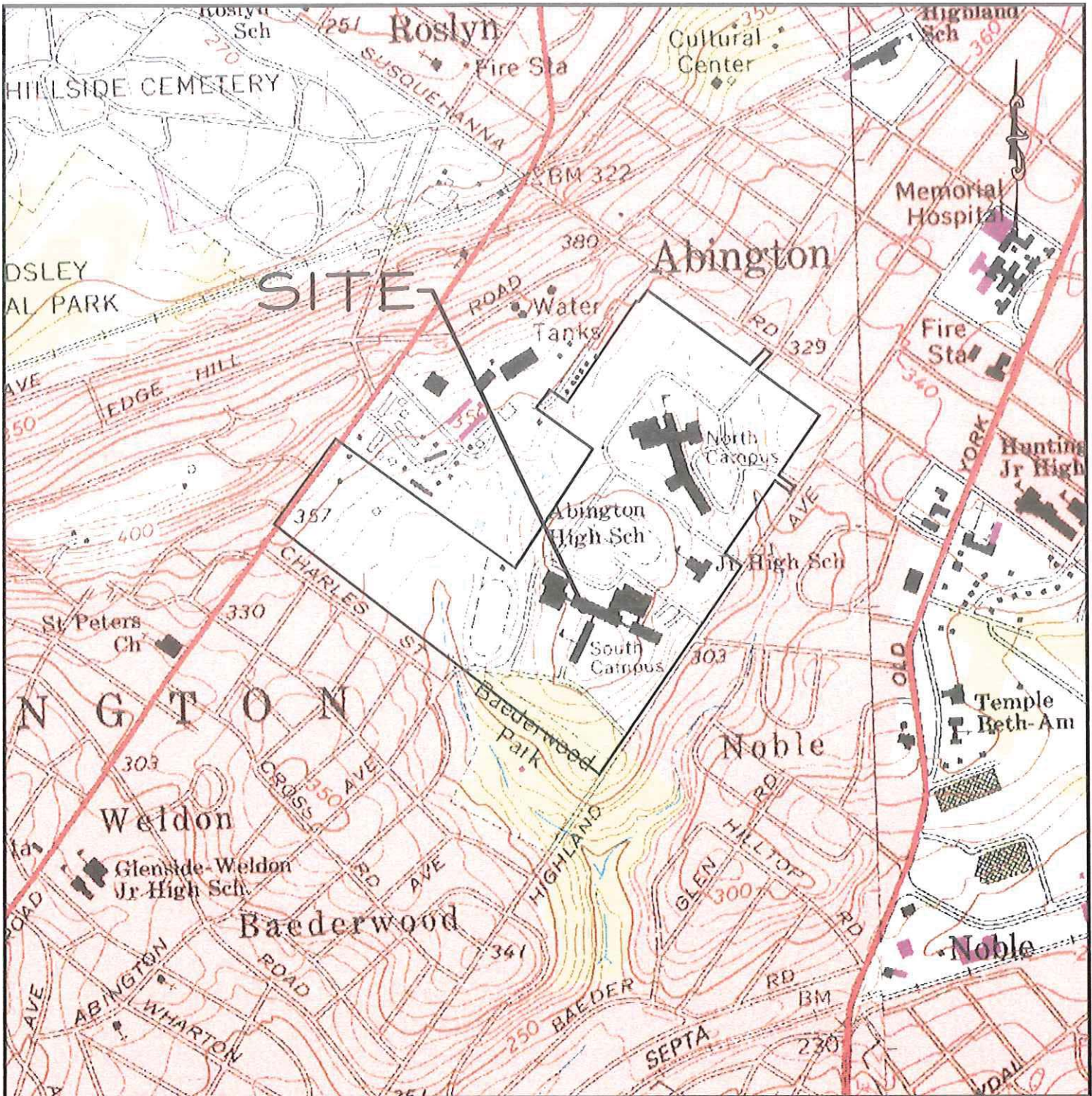
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 group

LAND DEVELOPMENT SOLUTIONS

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DATE	REVISIONS	SCALE	DATE	DRAWN BY	DES. BY	PROJECT NO.	CHECKED BY
		1" = 7000'	05/03/2018	RDG	RDG	RDG	





ABINGTON SENIOR HIGH SCHOOL  
 ABINGTON TOWNSHIP  
 MONTGOMERY COUNTY  
 PENNSYLVANIA

USGS LOCATION MAP  
 FRANKFORD & GERMANTOWN

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DATE	REVISIONS	SCALE	DATE	DRAWN BY	DES. BY	PROJECT NO.	CHECKED BY
		1"=1000'	09/21/2017	RDG	RDG	RDG	

**Projected Enrollments**

Figures 27, 28, and 29 offer three variations of grade by grade projections over the next ten years. The first two scenarios are differentiated by the future birth estimates that affect the secondary period projections. While Option One uses an average of the past five years, Option Two suggests a progressively higher level of birth activity. Since these future birth estimates only begin to impact kindergarten enrollment beginning with the 2021-22 school year, the first five years during the primary period are identical for the first and second options. Option Three incorporates a housing adjustment, but it assumes the same higher future birth estimate as used in Option Two. In summary:

- Option One—Base Future Birth Estimate**
- Progression rate averages are based on five years.

- Option Two—Higher Future Birth Estimate Plus Housing Adjustment**
- Future births are estimated as an average of the last five years.
  - Maintains the same progression rates as Option One.
  - Increase in Estimated Births—Births affecting the enrollment size of classes beginning in 2021-22 could potentially increase beginning with the 2015-16 birth estimates. Instead of using the five year average for births, this scenario increases birth estimates by 11 each year so that they are up to 675 by 2019-20 which impacts the final year of our study period, 2025-26.

- Option Three—Higher Future Birth Estimate Plus Housing Adjustment**
- Maintains the same progression rates and housing adjustment used in Option Two.
  - Accounts for increase in expected housing construction with an adjustment that recognizes impact beyond trend development level.

**Option Three is recommended as the most likely scenario and the best scenario for which to plan.** However, should the housing construction or rental market tumble, birth activity slow further, or kindergarten classes come in at lower rates for other reasons, then Options One and Two may provide an alternative picture of how future enrollments could turn out.

**FIGURE 27: Projected Enrollments, OPTION 1—Base Future Birth Estimate**

School Year	Births 6 Years Ago*	K	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
2016-17	654	594	579	608	637	623	616	622	647	619	608	590	591	569	7,904
2017-18	613	557	617	575	622	651	635	623	647	655	617	630	582	581	7,992
2018-19	603	548	578	613	588	635	663	642	649	655	653	640	622	572	8,057
2019-20	588	534	569	574	626	601	647	670	668	656	653	677	631	611	8,118
2020-21	620	563	555	565	587	640	612	654	698	676	654	676	668	620	8,159
2021-22	616	560	585	551	578	600	652	619	681	706	674	678	668	656	8,206
2022-23	616	560	581	581	563	590	611	659	644	689	703	698	669	656	8,206
2023-24	616	560	581	577	594	575	601	618	686	652	686	729	689	657	8,207
2024-25	616	560	581	577	590	607	586	608	643	694	650	712	720	677	8,205
2025-26	616	560	581	577	590	603	618	593	633	651	692	673	702	707	8,180

\* The birth figure for each row does not pertain to births during that year, but rather the births that occurred or is expected to occur six years prior to the projected year. The average birth-to-kindergarten ratio is then applied to get the projected kindergarten class.

ENROLLMENT PROJECTIONS

FIGURE 28: Projected Enrollments, OPTION 2—Higher Future Birth Estimate

School Year	Births 6 Years Ago*	K	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
2016-17	654	594	579	608	637	623	616	622	647	619	608	590	591	569	7,904
2017-18	613	557	617	575	622	651	635	623	647	555	617	630	582	581	7,992
2018-19	603	548	578	613	588	635	663	642	649	555	653	640	622	572	8,057
2019-20	588	534	569	574	626	601	647	670	668	556	653	677	631	611	8,118
2020-21	620	563	555	565	587	640	612	654	698	676	654	676	668	620	8,169
2021-22	631	573	585	551	578	600	652	619	681	706	674	678	668	656	8,220
2022-23	642	583	595	581	563	590	611	659	644	689	703	698	669	656	8,243
2023-24	653	593	606	591	594	575	601	618	686	652	686	729	689	657	8,279
2024-25	664	603	616	601	604	607	586	608	643	694	650	712	720	677	8,322
2025-26	675	613	626	612	615	618	618	593	633	651	692	673	702	707	8,353

\* The birth figure for each row does not pertain to births during that year, but rather the births that occurred or is expected to occur six years prior to the projected year. The average birth-to-kindergarten ratio is then applied to get the projected kindergarten class.

FIGURE 29: Projected Enrollments, OPTION 3—Higher Future Birth Estimate Plus Housing Adjustment

School Year	Births 6 Years Ago*	K	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
2016-17	654	594	579	608	637	623	616	622	647	619	608	590	591	569	7,904
2017-18	613	558	618	576	622	652	636	624	648	656	618	631	583	582	8,004
2018-19	603	550	580	615	590	637	665	644	651	657	655	642	624	574	8,084
2019-20	588	537	572	577	630	604	650	674	671	659	656	680	635	614	8,158
2020-21	620	567	559	569	591	644	616	658	702	680	658	680	672	624	8,220
2021-22	631	578	589	555	582	604	656	623	685	710	678	682	672	660	8,277
2022-23	642	589	600	586	568	595	616	665	649	694	709	704	674	661	8,310
2023-24	653	599	611	597	600	581	607	624	692	658	692	735	695	663	8,356
2024-25	664	610	623	608	611	613	593	615	650	701	656	718	727	684	8,409
2025-26	675	621	634	619	622	625	626	600	640	658	699	681	710	715	8,450

\* The birth figure for each row does not pertain to births during that year, but rather the births that occurred or is expected to occur six years prior to the projected year. The average birth-to-kindergarten ratio is then applied to get the projected kindergarten class.



February 13, 2018

Seth Schwartzberg  
RenewDesignGroup  
117 East Broad Street, Suite 4  
Souderton, PA 18964

**Re:** Water Availability  
Highland Avenue, #900  
Abington Township, Montgomery County, Pennsylvania

Dear Mr. Schwartzberg:

This letter will serve as confirmation that the above referenced property is situated within Aqua Pennsylvania Inc.'s service territory. Service would be provided in accordance with Aqua Pennsylvania Inc.'s Rules and Regulations.

Please contact Deanne L. Ciotti, Aqua Pennsylvania Inc.'s New Service Representative at 610-541-4160 for further information on service alternatives that will meet your domestic and fire service needs. Ms. Ciotti will provide you with the appropriate service applications.

Please note that if any additional hydrants are required, or any need to be relocated, for this project that it will be handled separately by me with the issuance of a Fire Hydrant Agreement or Relocation Agreement for execution. If required, please forward a drawing with the hydrant dimensioned in both directions showing any utilities that could be encountered by us in running the hydrant lead pipe.

Flow data information may be obtained from our Production Department so that you may determine the adequacy of our supply for your project needs. Please fax a written request to Lisa Thomas Oliva at 610-645-1162 containing the address, street, cross street and municipality and all pertinent contact information.

If I can be of further assistance, you may contact me at (610) 645-4230.

Sincerely,

A handwritten signature in blue ink that reads "Gary J. Horne".

Gary J. Horne  
New Business Representative



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF CLEAN WATER

DEP Code #:  
1-46001-222-3J

**SEWAGE FACILITIES PLANNING MODULE**  
**COMPONENT 4A - MUNICIPAL PLANNING AGENCY REVIEW**

**Note to Project Sponsor:** To expedite the review of your proposal, one copy of your completed planning module package and one copy of this *Planning Agency Review Component* should be sent to the local municipal planning agency for their comments.

**SECTION A. PROJECT NAME** (See Section A of instructions)

Project Name

Abington Senior High School - Abington Township

**SECTION B. REVIEW SCHEDULE** (See Section B of instructions)

1. Date plan received by municipal planning agency 10/23/17

2. Date review completed by agency 12/17/17

**SECTION C. AGENCY REVIEW** (See Section C of instructions)

- | Yes                                 | No                                  |   |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 1. Is there a municipal comprehensive plan adopted under the Municipalities Planning Code (53 P.S. 10101, <i>et seq.</i> )?               |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 2. Is this proposal consistent with the comprehensive plan for land use?<br>If no, describe the inconsistencies _____                     |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 3. Is this proposal consistent with the use, development, and protection of water resources?<br>If no, describe the inconsistencies _____ |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 4. Is this proposal consistent with municipal land use planning relative to Prime Agricultural Land Preservation? <u>N/A</u>              |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 5. Does this project propose encroachments, obstructions, or dams that will affect wetlands?<br>If yes, describe impacts _____            |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 6. Will any known historical or archaeological resources be impacted by this project?<br>If yes, describe impacts _____                   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 7. Will any known endangered or threatened species of plant or animal be impacted by this project?<br>If yes, describe impacts _____      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 8. Is there a municipal zoning ordinance?   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 9. Is this proposal consistent with the ordinance?<br>If no, describe the inconsistencies _____   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 10. Does the proposal require a change or variance to an existing comprehensive plan or zoning ordinance?                                 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 11. Have all applicable zoning approvals been obtained?   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 12. Is there a municipal subdivision and land development ordinance?  |

**SECTION C. AGENCY REVIEW (continued)**

- | Yes                                 | No                                  |  |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 13. Is this proposal consistent with the ordinance?<br>If no, describe the inconsistencies _____   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 14. Is this plan consistent with the municipal Official Sewage Facilities Plan?<br>If no, describe the inconsistencies _____                               |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 15. Are there any wastewater disposal needs in the area adjacent to this proposal that should be considered by the municipality?<br>If yes, describe _____ |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 16. Has a waiver of the sewage facilities planning requirements been requested for the residual tract of this subdivision?                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | If yes, is the proposed waiver consistent with applicable ordinances? N/A<br>If no, describe the inconsistencies _____                                     |

17. Name, title and signature of planning agency staff member completing this section:

Name: Mark A. Penecale

Title: Planning & Zoning Officer

Signature: 

Date: 8/14/18

Name of Municipal Planning Agency: Abington Township Planning Commission

Address 1176 Old York Road, Abington, Pa 19001

Telephone Number: 267-536-1010

**SECTION D. ADDITIONAL COMMENTS (See Section D of instructions)**

This component does not limit municipal planning agencies from making additional comments concerning the relevancy of the proposed plan to other plans or ordinances. If additional comments are needed, attach additional sheets.

The planning agency must complete this component within 60 days.

This component and any additional comments are to be returned to the applicant.

DEP Code # 1-46001-222-3J



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER STANDARDS AND FACILITY REGULATION

SEWAGE FACILITIES PLANNING MODULE
COMPONENT 4B - COUNTY PLANNING AGENCY REVIEW
(or Planning Agency with Areawide Jurisdiction)

MCPC # 18-2241

Note to Project Sponsor: To expedite the review of your proposal, one copy of your completed planning package and one copy of this Planning Agency Review Component should be sent to the existing county planning agency or planning agency with areawide jurisdiction for their comments.

SECTION A. PROJECT NAME (See Section A of instructions)

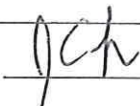
Project Name
Abington Senior High School - Abington Township - Abington Township

SECTION B. REVIEW SCHEDULE (See Section B of instructions)

- 1. Date plan received by county planning agency. August 10, 2018
2. Date plan received by planning agency with areawide jurisdiction
Agency name
3. Date review completed by agency August 16, 2018

SECTION C. AGENCY REVIEW (See Section C of instructions)

- Yes No
1. Is there a county or areawide comprehensive plan adopted under the Municipalities Planning Code (53 P.S. 10101 et seq.)?
2. Is this proposal consistent with the comprehensive plan for land use?
3. Does this proposal meet the goals and objectives of the plan?
If no, describe goals and objectives that are not met
4. Is this proposal consistent with the use, development, and protection of water resources?
If no, describe inconsistency
5. Is this proposal consistent with the county or areawide comprehensive land use planning relative to Prime Agricultural Land Preservation?
If no, describe inconsistencies:
6. Does this project propose encroachments, obstructions, or dams that will affect wetlands?
If yes, describe impact
7. Will any known historical or archeological resources be impacted by this project?
If yes, describe impacts
8. Will any known endangered or threatened species of plant or animal be impacted by the development project?
9. Is there a county or areawide zoning ordinance?
10. Does this proposal meet the zoning requirements of the ordinance? SEE ADDENDUM
If no, describe inconsistencies

Yes	No	SECTION C. AGENCY REVIEW (continued)
<input type="checkbox"/>	<input type="checkbox"/>	11. Have all applicable zoning approvals been obtained? <b>SEE ADDENDUM</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	12. Is there a county or areawide subdivision and land development ordinance?
<input type="checkbox"/>	<input type="checkbox"/>	13. Does this proposal meet the requirements of the ordinance? <b>SEE ADDENDUM</b> If no, describe which requirements are not met _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	14. Is this proposal consistent with the municipal Act 537 Official Sewage Facilities Plan? If no, describe inconsistency _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	15. Are there any wastewater disposal needs in the area adjacent to this proposal that should be considered by the municipality? If yes, describe _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	16. Has a waiver of the sewage facilities planning requirements been requested for the residual tract of this subdivision?
<input type="checkbox"/>	<input type="checkbox"/>	If yes, is the proposed waiver consistent with applicable ordinances? If no, describe the inconsistencies _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	17. Does the county have a stormwater management plan as required by the Stormwater Management Act? <b>SEE ADDENDUM</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	If yes, will this project plan require the implementation of storm water management measures?
		18. Name, Title and signature of person completing this section: Name: <u>Jon A Leshner</u> Title: <u>Principal Environmental Planner</u> Signature: <u></u> Date: <u>August 16, 2018</u> Name of County or Areawide Planning Agency: <u>Montgomery County Planning Commission</u> Address: <u>Court House - PO Box 311, Norristown, PA</u> Telephone Number: <u>610-278-3750</u>

**SECTION D. ADDITIONAL COMMENTS (See Section D of instructions)**

This Component does not limit county planning agencies from making additional comments concerning the relevancy of the proposed plan to other plans or ordinances. If additional comments are needed, attach additional sheets.

The county planning agency must complete this Component within 60 days.  
This Component and any additional comments are to be returned to the applicant.



MONTGOMERY COUNTY  
BOARD OF COMMISSIONERS  
VALERIE A. ARKOOSH, MD, MPH, CHAIR  
KENNETH E. LAWRENCE, VICE CHAIR  
JOSEPH GALE, COMMISSIONER



MONTGOMERY COUNTY  
PLANNING COMMISSION  
MONTGOMERY COUNTY COURTHOUSE • PO BOX 311  
NORRISTOWN, PA 19404-0311  
610-278-3722  
FAX: 610-278-3941 • TDD: 610-631-1211  
WWW.MONTCOPA.ORG  
JODY L. HOLTON, AICP  
EXECUTIVE DIRECTOR

SEWAGE FACILITIES PLANNING MODULE  
COMPONENT 4b - COUNTY PLANNING AGENCY REVIEW

August 16, 2018

DEP Project Number: 1-46001-222-3J  
MCPC 537 Number: 18-2241  
Abington Senior High School –  
Abington Township  
Abington Township  
Date revision received by the  
County Planning Commission:  
August 10, 2018

Richard Manfredi, Manager  
Abington Township  
1176 Old York Road  
Abington, PA 19001

Dear Mr. Manfredi:

We have reviewed this application for a revision to the municipality's Sewage Facilities Plan in accordance with regulations issued under Act 537, "The Pennsylvania Sewage Facilities Act," as requested. We are forwarding this letter as a report of our review and recommendations.

## BACKGROUND

The applicant proposes to construct a new 9<sup>th</sup> grade center addition onto the existing high school. The current 9<sup>th</sup> grade students will move to the high school building and the 6<sup>th</sup> grade will move to the middle school building. The proposed new addition, and student population, will increase sewage flows by 4,285 gallons per day/17EDUs to a total of 63,839 gallons per day/241 EDUs. These flows will be conveyed into the Abington Township Baeder Creek Trunk sewer, through the Stewart Avenue meter from Abington into Cheltenham Township Interceptor A and ultimately into the City of Philadelphia for treatment at the Northeast Water Pollution Control Plant. Public water service will be provided by Aqua America, Inc.

## COMMENTS/ISSUES

10. Does the proposal meet the zoning requirements of the ordinance? Zoning is regulated by the municipality. We defer to the municipality for ensuring consistency with the ordinance.

11. *Have all applicable zoning approvals been obtained?* Zoning is regulated by the municipality. We defer zoning approval to the municipality.
13. *Does the proposal meet the requirements of the ordinance?* While we are not aware of any inconsistencies with the subdivision and land development ordinance, we defer to the municipality for ensuring consistency with the ordinance.
17. *Does the county have a stormwater management plan as required by the Stormwater Management Act?* The proposed site falls within the Tookany/Tacony-Frankford Creek Watershed. The project should adhere to all the ordinance provisions from the adopted Tookany/Tacony-Frankford Creek Watershed Act 167 Stormwater Management Plan ordinance.

#### ADDITIONAL COMMENTS

EDU Calculations – We recommend that the DEP and the Township review the proposed sewage generation calculations and the overall EDU projections submitted by the applicant to ensure the calculations are appropriate to provide the necessary capacity.

Corrective Action Plan – The County understands that Cheltenham Township is operating under a Corrective Action Plan from DEP. The Township and DEP should ensure that the requested EDUs for this project are allocated in the CAP.

#### RECOMMENDATION

Once these issues have been addressed to the satisfaction of the municipality and DEP, we have no objection to this 537 Planning Module. Should there be any questions regarding the content of this letter, please contact me at (610) 278-3750.

Sincerely,



Jon A Leshner  
Principal Environmental Planner  
(610) 278-3750  
[jlesher@montcopa.org](mailto:jlesher@montcopa.org)

- c: Elizabeth Mahoney, DEP, SERO  
Thomas Schneider, Abington School District  
Glenn Harris, Renew Design Group

**SEWAGE FACILITIES PLANNING MODULE**  
**COMPONENT 4C - COUNTY OR JOINT HEALTH DEPARTMENT REVIEW**

**Note to Project Sponsor:** To expedite the review of your proposal, one copy of your completed planning module package and one copy of this *Planning Agency Review Component* should be sent to the county or joint county health department for their comments.

**SECTION A. PROJECT NAME** (See Section A of instructions)

Project Name ABINGTON SENIOR HIGH SCHOOL

**SECTION B. REVIEW SCHEDULE** (See Section B of instructions)

- Date plan received by county or joint county health department 8/14/18  
 Agency name MONTGOMERY COUNTY DEPT of HEALTH + HUMAN SERVICES
- Date review completed by agency 8/16/18

**SECTION C. AGENCY REVIEW** (See Section C of instructions)

Yes  No

1. Is the proposed plan consistent with the municipality's Official Sewage Facilities Plan?  
 If no, what are the inconsistencies? \_\_\_\_\_
2. Are there any wastewater disposal needs in the area adjacent to this proposal that should be considered by the municipality?  
 If yes, describe \_\_\_\_\_
3. Is there any known groundwater degradation in the area of this proposal?  
 If yes, describe \_\_\_\_\_
4. The county or joint county health department recommendation concerning this proposed plan is as follows: OK TO PROCEED
5. Name, title and signature of person completing this section:  
 Name: DENNIS TIDWELL  
 Title: SEWAGE ENFORCEMENT OFFICER  
 Signature: [Signature]  
 Date: 8/16/18  
 Name of County Health Department: OFFICE OF PUBLIC HEALTH  
 Address: P.O. Box 311 Norristown, PA 19404-0311  
 Telephone Number: 610-278-5117 X 6729.

**SECTION D. ADDITIONAL COMMENTS** (See Section D of instructions)

This component does not limit county planning agencies from making additional comments concerning the relevancy of the proposed plan to other plans or ordinances. If additional comments are needed, attach additional sheets.

The county planning agency must complete this component within 60 days.  
 This component and any additional comments are to be returned to the applicant.

MONTGOMERY COUNTY  
BOARD OF COMMISSIONERS

MARIE A. ARKOOSH, MD, MPH, CHAIR  
KENNETH E. LAWRENCE, JR., VICE CHAIR  
JOSEPH C. GALE, COMMISSIONER



MONTGOMERY COUNTY DEPARTMENT  
OF HEALTH & HUMAN SERVICES

OFFICE OF PUBLIC HEALTH  
PO Box 311 • NORRISTOWN, PA 19404-0311

610-278-5117

FAX: 610-278-5167

WWW.MONTCOPA.ORG/HHS

BRENDA K. WEIS, MSPH, PHD

ADMINISTRATOR

RICHARD S. LORRAINE, MD, FACP  
MEDICAL DIRECTOR

August 16, 2018

Abington Township  
Richard Manfredi, Manager  
1176 Old York Road  
Abington, PA 19001

Re: Abington Senior High School  
Sewage Facilities Planning Module Component 4C  
Abington Township, Montgomery County, PA

Dear Mr. Manfredi:

The Montgomery County Department of Health & Human Services, Office of Public Health (OPH) has reviewed the Sewage Facilities Planning Module entitled Abington Senior High School in Abington Township. The module was prepared by Renew Design Group and a complete copy was received by OPH on August 13, 2018.

The Module proposes to construct a new 9<sup>th</sup> grad center onto the existing Abington Senior High School building with connection to public sewer. The proposal will generate 73,124 gallons per day of additional sewage flow that will be treated by the Philadelphia Northeast Water Pollution Plant. Drinking water will be provided by Aqua America, Inc.

OPH has no objections to the proposed Sewage Facilities Planning Module, provided approval for increased flows is granted by the existing collection system.

If you have any further questions, please contact me at (610) 278-5117 extension 6729.

Sincerely,

Dennis Tidwell  
Environmental Health Specialist/SEO  
Division of Water Quality Management  
dtidwell@montcopa.org

Enclosures

XC: Department of Environmental Protection  
Renew Design Group  
John Peffer, Field Supervisor  
File

---

OFFICE OF PUBLIC HEALTH LOCATIONS

1430 DEKALB STREET • NORRISTOWN, PA 19404-0311 • PHONE: 610-278-5145 • FAX: 610-278-5166

364 KING STREET • POTTSTOWN, PA 19464 • PHONE: 610-970-5040 • FAX: 610-970-5048

102 YORK ROAD, SUITE 401 • WILLOW GROVE, PA 19090 • PHONE: 215-784-5415 • FAX: 215-784-5524



**PUBLIC WORKS COMMITTEE**

**AGENDA ITEM**

August 23, 2018

DATE

PW-04-090518

AGENDA ITEM NUMBER

Wastewater

DEPARTMENT

**FISCAL IMPACT**

Cost > \$10,000.

Yes



No



**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes



No



**AGENDA ITEM:**

Consider a motion to award Contract No. 151, Influent Pump Station Generator, to Brendan Stanton, Inc. dba BSI Electrical Contractors for the Base Bid of \$126,100.00 and Alternate A of \$36,900.00 for the total amount of \$163,000.00 and to authorize the President of the Board of Commissioners and the Township Secretary to execute all appropriate documents.

**EXECUTIVE SUMMARY:**

Including the February 2014 ice storm, there have been three power outages where both PECO feeds into the plant have failed, requiring the generator startup and manual transfer of breakers to provide power to our influent raw sewage pump station.

We realized that the power failures of both PECO feeds would eventually occur during the evening or early morning hours. By the time the calls could be made and the two employees could respond, evaluate and recognize that all power was out, and then don their arc flash suits and startup the generator and transfer the breakers, the accumulated time passed could be 30 minutes or longer, depending on weather and road conditions. We have previously observed that the wet well and interceptor would overflow in less than 10 minutes with a power failure. Since we have identified the weakness in our backup pump power supply and the actual timing to effect a replacement power source under our current situation, we were required by PaDEP to plan and design for a more automated response to any possible power outage to the influent pump station. Previously there was an automated emergency generator at the building, however, it was removed during the plant upgrade in the late 1990's.

**PREVIOUS BOARD ACTIONS:**

At the December 15, 2016 Board of Commissioners meeting the 2017 Sewer Operation Capital Budget was adopted.

**RECOMMENDED BOARD ACTION:**

Consider a motion to award Contract No. 151, Influent Pump Station Generator, to Brendan Stanton, Inc. dba BSI Electrical Contractors for the Base Bid of \$126,100.00 and Alternate A of \$36,900.00 for the total amount of \$163,000.00 and to authorize the President of the Board of Commissioners and the Township Secretary to execute all appropriate documents.



# TOWNSHIP OF ABINGTON

*Office of the Township Manager*

Richard J. Manfredi  
Township Manager

## FISCAL NOTE

AGENDA ITEM NUMBER: PW-04-090518

DATE INTRODUCED: August 23, 2018

FISCAL IMPACT AMOUNT: \$163,000.00

FUND: Sewer:02-7467,7486,7487,7503,7497

FISCAL IMPACT:

YES

NO

FISCAL IMPACT

Cost > \$10,000.

Yes

No

### SUMMARY

Contract No. 151, Influent Pump Station Generator, includes the furnishing of a new concrete wire vault for the automatic transfer switch and concrete pad fabrication for the generator and harmonic filters for the three existing pump's variable frequency drives.

### ANALYSIS

The anticipated project cost was estimated at \$170,000. The total bid cost sum totals \$163,000. There is approximately \$184,700 remaining in the various capital accounts.

## INVITATION TO BID

### NOTICE TO CONTRACTORS FOR INFLUENT PUMP STATION GENERATOR CONTRACT NO. 151

Sealed bids for Influent Pump Station Generator will be received by the Township of Abington, Montgomery County, Pennsylvania until 11:00 a.m. local time, Monday, August 20, 2018 at the Wastewater Utilities Department office located at 1000 Fitzwatertown Road, Roslyn, PA 19001 and there at said time opened and read aloud.

This project involves the installation of a standby generator, automatic transfer switch and associated equipment at the Abington Wastewater Treatment Plant located at 1000 Fitzwatertown Road, Roslyn, PA 19001 (situated in Upper Dublin Township), Montgomery County, Pennsylvania as shown on the Contract Drawings.

All Contract Documents are available in hardcopy format, at no cost, at 1000 Fitzwatertown Road, Roslyn, PA 19001.

Each bid must be accompanied by a bid bond or a certified check in an amount no less than ten percent (10%) of the amount of the bid in the form and subject to the conditions provided in the Information for Bidders. No bid may be withdrawn for the period of days stated in the bid form from the date the bids are open. The successful bidder will be required to furnish satisfactory Performance and Payment Bonds in the amount of 100% of the Contract amount and a Maintenance Bond in the amount equal to fifteen percent (15%) of the Contract amount, thereafter required on the specified Bond Forms included in the Contract Documents and Waiver of Lien.

The right is reserved to waive any informality in the Bid, to reject any or all Bids, and to accept any Bid which is deemed most favorable to the Owner, at the time and under the circumstances stipulated.

Richard J. Manfredi, Manager, Township of Abington

Section C-410  
Bid Form

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: Brendan Stanton, Inc. dba BSI Electrical Contractors (SEAL)

State of Incorporation: Pennsylvania  
Type (General Business, Professional, Service, Limited Liability): Service

By: Brendan Stanton  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Brendan Stanton

Title: President/Secretary  
(CORPORATE SEAL)

Attest Melissa Reynolds

Date of Qualification to do business in Pennsylvania is 02 / 01 / 1982



Section C-410  
Bid Form

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 416 Stump Road, Montgomeryville, PA 18936

Phone No. 215-699-7700 Fax No. 215-699-7785

E-mail info@bsielectric.com

SUBMITTED on August 20, 2018

State Contractor License No. \_\_\_\_\_

Section C-410  
Bid Form

Pricing Schedule

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>TOTAL LUMP SUM PRICE IN FIGURES</u>
1.	Mobilization, the cost of Bonds and Insurance, and any other work prior to the initiation of work for the Fixed Maximum Lump Sum Price of	
	Six Thousand Dollars	
	words	
	Zero Cents	\$ 6,000.00
		Figures
	(The Lump Sum Price entered for Mobilization is a Fixed Maximum, which shall not exceed 5% of the Total Base Bid.)	
2.	Excavation and backfill for precast structures and poured in place concrete, all subsurface conduits and wires for the Lump Sum Price of	
	Twenty Thousand Dollars	
	Zero Cents	\$ 20,000.00
3.	Furnish and install precast structures, poured in place concrete, all subsurface and stub conduits and exterior appurtenances for the Lump Sum Price of	
	Forty Nine Thousand Dollars	
	Zero Cents	\$ 49,000.00
4.	Furnish and install interior and above grade conduits, all wires, boxes, panels, supports, wall penetrations, existing box connections, and splices associated with the generator and transfer switch and appurtenances for the Lump Sum Price of	
	Sixteen Thousand Dollars	
	Zero Cents	\$ 16,000.00
5.	Relocate and install Owner supplied generator, transfer switch, control breakers in MCC, associated panels, heater/charger, and modules and replace main breakers, complete wire and cable installations, interconnections and terminations for the Lump Sum Price of	
	Twenty Six Thousand Six Hundred Dollars	
	Zero Cents	\$ 26,600.00

Section C-410  
Bid Form

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>TOTAL LUMP SUM PRICE IN FIGURES</u>
6.	For the balance of work including painting, testing, as-built drawings, manuals, miscellaneous items, demobilization and all work necessary to place all equipment into service as furnished and installed under Contract No. 151 for the Lump Sum Price of	
	One Thousand _____ Dollars	
	Zero _____ Cents	\$ <u>1,000.00</u>

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>TOTAL LUMP SUM PRICE IN FIGURES</u>
7	Allowance for unexpected miscellaneous requirements for the fixed Lump Sum Price of	
	Seventy Five Hundred _____ Dollars	
	Zero _____ Cents	\$ <u>7,500.00</u>

Total Lump Sum Contract No. 151, TOTAL BASE BID,  
(The Sum of Item Nos. 1 through 7: \$ 126,100.00  
(In Figures)

TOTAL BASE BID PRICE One Hundred Twenty Six Thousand One Hundred Dollars  
(Use Words)

Zero \_\_\_\_\_ Cents  
(Use Words)

ALTERNATE A:

Payment will be made at the Lump Sum Price as listed on the Price Schedule of the Bid Form for work actually completed. This price and payment shall constitute full compensation for furnishing all labor, materials and equipment to furnish the Harmonic Filters and install them and all conduit, raceways, supports, wire, cable, terminations, labeling and grounding to connect to the items indicated and associated with the Harmonic Filters HF1, HF2 and HF3, as shown on the Plans and specified in the contract documents for the Lump Sum Price of.

Section C-410  
Bid Form

TOTAL ALTERNATE A BID PRICE

\_\_\_\_\_  
Add Thirty Six Thousand Nine Hundred Dollars  
(use words)  
\_\_\_\_\_  
ZERO Cents  
(use words)

TOTAL ALTERNATE A

\_\_\_\_\_  
\$ ADD 36,900.00  
(In figures)

NOTES:

1. In case of discrepancy, the amount shown in words shall govern.
2. Detailed Cost Breakdown: The successful bidder will have to submit a breakdown and a schedule of amounts for approval by the Owner for all these items before any periodic estimate can be processed.
3. Unbalanced Bid: Any evidence of unbalancing prices shall be considered grounds for rejecting a bid.
4. The above prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for, including consideration that all items furnished and installed under this contract are to receive protective coatings as specified and the restrictions set forth in the Contract Documents and Contract Drawings.
5. The bids will be evaluated and awarded to the lowest responsible and responsive bidder utilizing the TOTAL BASE BID amount provided for Items No. 1 thru 7. Bidder shall provide a cost for Alternate A as a separate item, which Owner may or may not decide to include with the scope of work.
5. The Owner may elect to delete any bid item from the awarded Contract without having a cost increase in the remaining unit price or lump sum items.
6. See Section 01010 for Scope of Work.

\*\*\*\* END OF SECTION \*\*\*\*

**BID BOND**

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

Brendan Stanton, Inc. t/a BSI Electrical Contractors  
416 Stump Road  
Montgomeryville, PA 18936

**SURETY (Name and Address of Principal Place of Business):**

Arch Insurance Company  
707 Philadelphia Pike  
Wilmington, DE 19809

**OWNER (Name and Address):**

Township of Abington  
1176 Old York Road  
Abington, PA 19001

**BID**

Bid Due Date: August 20, 2018

Description (Project Name and Include Location):  
Influent Pump Station Generator

**BOND**

Bond Number: AR82018

Date (Not earlier than Bid due date): August 20, 2018

Penal sum Ten percent of total amount bid  
(Words)

\$ 10%  
(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

Brendan Stanton, Inc. t/a BSI Electrical Contractors (Seal)

Bidder's Name and Corporate Seal

By:

Brendan Stanton  
Signature

Brendan Stanton  
Print Name

President/Secretary  
Title

Attest:

Melissa Reynolds  
Signature

witness  
Title

**SURETY**

Arch Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Gina M. Pepe  
Signature (Attach Power of Attorney)

Gina M. Pepe  
Print Name

Attorney-in-Fact  
Title

Attest:

[Signature]  
Signature

Witness for Surety  
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.



**PUBLIC WORKS COMMITTEE**

**AGENDA ITEM**

August 23, 2018

PW-05-090518

DATE

AGENDA ITEM NUMBER

Wastewater & Finance

DEPARTMENT

**FISCAL IMPACT**

Cost > \$10,000.

Yes



No



**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes



No



**AGENDA ITEM:**

Consider a motion to approve Resolution No. 18-039 adopting an updated Intergovernmental Agreement (IGA) for the preparation of a Water Quality Improvement Plan for the Wissahickon Creek Watershed.

**EXECUTIVE SUMMARY:**

The Wissahickon Clean Water Partnership (Partnership) was formed in 2016 through an Intergovernmental Agreement (IGA) among thirteen municipalities and four wastewater treatment plant (WWTP) operators to investigate water quality conditions in the Wissahickon Creek, and to collaboratively identify implementable measures to achieve pollutant load reductions to make progress toward achieving water quality criteria in the Wissahickon Creek. Additional time and effort are needed to (1) complete the Water Quality Improvement Plan (WQIP) and (2) present the plan to EPA and PADEP, and (3) address any comments or concerns identified by the agencies. As shown in the attached Milestones, the Partnership has made significant progress towards completing the WQIP, which is currently at a critical stage. Stream data collected by Temple University are currently being evaluated by the Partnership's technical consultants to identify the significant causes of water quality impairment and potential reduction strategies. We anticipate having a draft WQIP available for review by the Partnership in early 2019, followed by submission to EPA and PADEP.

To accomplish these tasks, an additional \$5,000 is needed from each of the seventeen participants to fund the Partnership's technical and legal efforts through the end of 2018. In addition, to complete the WQIP, and to work with PADEP and EPA to formulate an approvable TMDL Alternative, we propose to extend the IGA to March 31, 2020. The requested contribution for the 2019/2020 work is \$10,000 for each participant.

**PREVIOUS BOARD ACTIONS:**

At the January 14, 2016 Abington Township Board of Commissioners meeting, Resolution No. 16-006 was adopted.

At the August 11, 2016 Abington Township Board of Commissioners meeting, Ordinance No. 2122 was adopted, which included the Intergovernmental Agreement.

**RECOMMENDED BOARD ACTION:**

Consider a motion to approve Resolution No. 18-039 adopting an updated Intergovernmental Agreement (IGA) for the preparation of a Water Quality Improvement Plan for the Wissahickon Creek Watershed.



# TOWNSHIP OF ABINGTON

*Office of the Township Manager*

Richard J. Manfredi  
Township Manager

## FISCAL NOTE

AGENDA ITEM NUMBER: PW-05-090518

DATE INTRODUCED: August 23, 2018

FISCAL IMPACT AMOUNT: \$15,000

FUND: MS4 & Wastewater 02-10-200-5305

FISCAL IMPACT:

YES

NO

FISCAL IMPACT

Cost > \$10,000.

Yes

No

### SUMMARY

See attached Milestones, draft Intergovernmental Agreement, and proposed Resolution

### ANALYSIS

The additional total cost of \$15,000 for 2018 into 2020 will be requested from all parties to the IGA, which for Abington Township, includes the storm sewer MS4 responsibilities and the Wastewater Treatment Plant NPDES effluent quality.

**Intermunicipal Collaboration Resolution to Extend**  
**The Intergovernmental Agreement (IGA) for the Development of a Water Quality**  
**Improvement Plan for the Wissahickon Creek Watershed**

RESOLUTION NO. 18-039

A RESOLUTION TO AUTHORIZE AN EXTENSION OF THE 2016 INTERGOVERNMENTAL AGREEMENT WITH OTHER MONTGOMERY AND PHILADELPHIA COUNTY MUNICIPALITIES AND WASTEWATER TREATMENT PLANT OPERATORS TO COMPLETE A WATER QUALITY IMPROVEMENT PLAN AS AN ALTERNATIVE TO THE EPA PHOSPHORUS TOTAL MAXIMUM DAILY LOAD FOR THE WISSAHICKON CREEK WATERSHED.

**Municipalities:**

Abington Township  
Cheltenham Township  
Lower Gwynedd Township  
North Wales Borough  
Springfield Township  
Upper Gwynedd Township  
Whitpain Township

Ambler Borough  
Lansdale Borough  
Montgomery Township  
Philadelphia County  
Upper Dublin Township  
Whitemarsh Township

Abington Township Wastewater Treatment Plant  
Ambler Borough Wastewater Treatment Plant  
Upper Gwynedd Township Wastewater Treatment Plant  
Upper Dublin Township Wastewater Treatment Plant

**WHEREAS**, Counties, Municipalities and Wastewater Treatment Plant Operators, when not inconsistent with state or federal law, are authorized to oversee and regulate trade, commerce, and the use of public streets, ways and property within their jurisdictions; and

**WHEREAS**, the Intergovernmental Cooperation Act (Act of July 12, 1972, P.L. 762, as amended, 53 P.S. §481, et seq.), permits Municipalities, Counties and Wastewater Treatment Plant Operators to enter into agreements to cooperate in the performance of their respective functions, powers or responsibilities; and

**WHEREAS**, Counties and Municipalities, as well as the provisions of Pennsylvania's Intergovernmental Cooperation Law, provide for intergovernmental cooperation between and among municipalities in the exercise or performance of their respective governmental functions, powers and responsibilities and authorize joint agreements as may be deemed appropriate for such purposes; and

**WHEREAS**, The Wissahickon Creek has been designated as impaired under Section 303(d) of the Clean Water Act, and has been assigned a Total Maximum Daily Load (TMDL)



per (40 CFR 130.2 and 130.70) and individual wasteload allocations (WLAs) for point sources and load allocations (LAs) for nonpoint sources have been assigned; and

**WHEREAS**, The municipalities located in the Wissahickon Creek watershed are obligated under the PADEP's MS4/NPDES program to develop and implement a stormwater management plan, including a TMDL plan, which contains a strategy to meet the municipality's MS4 and TMDL obligations, and it is recognized that the municipal plans will have greater effectiveness if they are coordinated with and incorporated into the TMDL Alternative plan; and

**WHEREAS**, The EPA's New Long-Term Vision for the 303(d) Program allows for alternative approaches to the TMDL that incorporates adaptive management and are tailored to specific circumstances. Counties, Municipalities and Wastewater Treatment Operators have determined that developing a TMDL Alternative Plan in order to satisfy the intent of the EPA-established and proposed TMDL pollutant reductions is a justified and necessary action; and

**WHEREAS**, the Participating Municipalities in Montgomery and Philadelphia County and Wastewater Treatment Operators recognize that watersheds cross municipal boundaries and coordinated planning effort is to the benefit of all participating Municipalities and Counties and that it is in the best interest of their residents to cooperate in the development of a TMDL Alternative, through participation in this collaborative effort.

**WHEREAS**, the Municipalities and Wastewater Treatment Plant Operators recognize that the coordination of services would enable each Municipality to minimize the costs of the administration and implementation of a TMDL Alternative Plan; and

**NOW THEREFORE, BE IT RESOLVED** as follows:

The Township of Abington desires to continue participating in the collaborative partnership with other Wissahickon Creek permittees to advance the development of a TMDL Alternative. The Township of Abington hereby authorizes its appropriate officers to enter into a new Intergovernmental Agreement (see attached), which will begin on this date and expire on March 31, 2020 and includes a financial contribution to the Wissahickon Clean Water Partnership not to exceed \$15,000 each from stormwater and wastewater funding.

**I HEREBY CERTIFY** that this Resolution was adopted by the Township of Abington at its public meeting held on September 13, 2018.

**ATTEST:**

**TOWNSHIP OF ABINGTON**

---

Richard J. Manfredi  
Township Manager, Secretary

---

Wayne C. Luker, President  
Board of Commissioners



Wayne C. Luker, President  
Steven N. Kline, Vice President  
Michael LeFevre, Manager  
Jay W. Blumenthal, Treasurer

1176 Old York Road Abington PA 19001-3713 Telephone: 267-536-1000

January 22, 2016

Ms. Jenifer Fields, P.E., Regional Manager, Clean Water  
PA Department of Environmental Protection  
Southeast Regional Office  
2 East Main Street  
Norristown, PA 19401

RE: Township of Abington Intermunicipal Collaboration Resolution

Dear Ms. Fields

In accordance with the recent discussions regarding the Wissahickon Watershed Alternative TMDL Plan and PaDEP's request for a more formal statement from the stakeholder municipalities, the Township of Abington adopted Resolution No. 16-006. Resolution No. 16-006 states Abington's continued desires to authorize our officers to enter into a collaborative partnership with other Wissahickon Creek municipalities to advance the development of an alternative plan to the proposed EPA TMDL.

To support our commitment, we initiated additional sampling during the Fall of 2015 and are conducting an analysis of each of our internal treatment processes to evaluate the current overall plant efficiencies as well as the plant's biological nutrient removal for Ortho and Total phosphorous. The plant was designed and constructed for biological ammonia nitrogen and phosphorous removal in its current configuration. We will be starting with improving the existing anaerobic treatment tank performance by completing minor renovations. Our results will be shared with the three other treatment plants to assist them in their evaluations.

If you have any questions I can be reached at 215-884-8329 or [gwrigley@abington.org](mailto:gwrigley@abington.org).

Sincerely,

George R. Wrigley, Director  
Abington Wastewater Utilities Department

Enclosure

pc: Michael LeFevre, Manager, Township of Abington



Intermunicipal Collaboration Resolution for a  
Wissahickon Creek Watershed Alternative Plan  
to EPA's Total Phosphorous TMDL

TOWNSHIP OF ABINGTON RESOLUTION NO. 16-006

A RESOLUTION TO AUTHORIZE AN INTERMUNICIPAL COLLABORATION WITH  
OTHER MONTGOMERY AND PHILADELPHIA COUNTY MUNICIPALITIES AND  
WASTEWATER TREATMENT PLANT OPERATORS FOR THE FUTURE  
DEVELOPMENT OF A PLAN FOR AN ALTERNATIVE TO THE EPA TOTAL  
MAXIMUM DAILY LOAD FOR THE WISSAHICKON CREEK WATERSHED.

**Municipalities:**

Abington Township  
Ambler Borough  
Cheltenham Township  
Horsham Township  
Lansdale Borough  
Lower Gwynedd Township  
Montgomery Township  
North Wales Borough  
Philadelphia County  
Springfield Township  
Upper Dublin Township  
Upper Gwynedd Township  
Upper Moreland Township  
Whitemarsh Township  
Whitpain Township  
Worcester Township

Abington Township Wastewater Treatment Plant  
Ambler Borough Wastewater Treatment Plant  
Upper Gwynedd Township Wastewater Treatment Plant  
Upper Dublin Township Wastewater Treatment Plant (BCWSA)

WHEREAS, Counties, Municipalities and Wastewater Treatment Plant Operators, when not inconsistent with state or federal law, are authorized to oversee and regulate trade, commerce, and the use of public streets, ways, utilities and property within their jurisdictions; and

WHEREAS, the Intergovernmental Cooperation Act (Act of July 12, 1972, P.L. 762, as amended, 53 P.S. §481, et seq.), permits Municipalities, Counties and

Wastewater Treatment Plant Operators to enter into agreements to cooperate in the performance of their respective functions, powers or responsibilities; and

**WHEREAS**, Counties and Municipalities, as well as the provisions of Pennsylvania's Intergovernmental Cooperation Law, provide for intergovernmental cooperation between and among municipalities in the exercise or performance of their respective governmental functions, powers and responsibilities and authorize joint agreements as may be deemed appropriate for such purposes; and

**WHEREAS**, The Wissahickon Creek has been designated as impaired under Section 303(d) of the Clean Water Act, and has been assigned a Total Maximum Daily Load (TMDL) per (40 CFR 130.2 and 130.70) and individual wasteload allocations (WLAs) for point sources and load allocations (LAs) for nonpoint sources; and

**WHEREAS**, The municipalities located in the Wissahickon Creek watershed are obligated under the PADEP's MS4 and NPDES programs to develop and implement a stormwater management plan, and comply with their Sewage Facilities Plan, including TMDL limits, which contain the strategies to meet the municipality's MS4, NPDES and TMDL obligations. It is recognized that the municipal plans will have greater effectiveness and efficiencies if they are coordinated with and incorporated into an Alternative TMDL plan; and

**WHEREAS**, The EPA's New Long-Term Vision for the 303(d) Program allows for alternative methodologies to the proposed TMDL that incorporates broader, more comprehensive and adaptive management strategies that are tailored to this watershed's specific circumstances. The Counties, Municipalities and Wastewater Treatment Operators have considered that developing an Alternative TMDL Plan to satisfy the overall intent of the proposed EPA TMDL pollutant reductions to improve the biological integrity of the watershed is a justified and necessary action; and

**WHEREAS**, the impacted Municipalities in Montgomery and Philadelphia Counties and the Wastewater Treatment Plant Operators recognize that watersheds cross municipal boundaries and a coordinated planning effort is to the benefit of all Municipalities and Counties and that it is in the best interest of their property owners to cooperate in the development of an Alternative to the proposed EPA TMDL through participation in this collaborative effort.

**WHEREAS**, the Municipalities and Wastewater Treatment Plant Operators recognize that the coordination of services and sharing of information would enable each Municipality to minimize the costs of the administration and implementation of an Alternative Plan; and

**NOW THEREFORE, BE IT RESOLVED** as follows:

The Township of Abington desires to authorize its appropriate officers to enter into a collaborative partnership with other Wissahickon Creek municipalities to advance the development of an alternative plan to the proposed EPA TMDL with terms to be formalized in a future Inter-municipal Agreement.

**BE IT FURTHER RESOLVED**, that this collaboration strategy by and between Township of Abington, (which includes our Wastewater Treatment Plant), a Township of the First Class, and a municipal corporation organized under the laws of Pennsylvania with its municipal offices located in Abington Township, Montgomery County, Pennsylvania, and various other local participating Boroughs and Townships and Wastewater Treatment Plant Operators within the Commonwealth of Pennsylvania, to represent the municipal interests in the creation of a future Alternative Plan to the proposed EPA TMDL for the Wissahickon Watershed.

I **HEREBY CERTIFY** that this Resolution was adopted by the Township of Abington at its public meeting held on the 14<sup>th</sup> day of January, 2016.

**ATTEST:**

**ABINGTON TOWNSHIP**



\_\_\_\_\_  
Michael LeFevre  
Township Secretary



\_\_\_\_\_  
Wayne C. Luker, President  
Board of Commissioners

**ORDINANCE NO. 2122**  
**Township of Abington**  
**Montgomery County, PA**

**An Ordinance of Township of Abington, Montgomery County, Pennsylvania**  
**adopting the Intergovernmental Agreement for the completion of the Alternative**  
**TMDL Plan for the Wissahickon Creek Watershed**

**Section 1. Conditions of Agreement.**

The Intergovernmental Agreement (Agreement) is made by and among each of the Wissahickon Creek Watershed Municipalities and Wastewater Treatment Plants executing the Agreement for the preparation of the Wissahickon Watershed Alternative TMDL Plan (Plan), collectively, the "Parties", each Party shall individually be referred to as a "Party" and shall collectively be referred to as the "Parties". The list of the Parties is as follows, and shall be updated by Addendum as necessary.

**Municipalities**

Abington Township	Philadelphia County
Ambler Borough	Springfield Township
Cheltenham Township	Upper Dublin Township
Horsham Township	Upper Gwynedd Township
Lansdale Borough	Upper Moreland Township
Lower Gwynedd Township	Whitemarsh Township
Montgomery Township	Whitpain Township
North Wales Borough	Worcester Township

**Wastewater Treatment Plants:**

Abington Township Wastewater Treatment Plant  
Ambler Borough Wastewater Treatment Plant  
Upper Gwynedd Township Wastewater Treatment Plant  
Upper Dublin Township Wastewater Treatment Plant (Bucks County Water & Sewer Authority)

**Section 2. Duration of the Term of the Agreement**

The duration of the term of the Agreement (Term) shall be two years. The Agreement may be extended by those Parties desiring to participate for an additional term or terms, by resolution.

**Section 3. Purpose and Objectives of the Agreement**

The Agreement is the document by which the Parties signify their commitment to participate in the preparation of the Plan. The goal of the Plan is to improve water quality standards in water bodies throughout the Wissahickon Creek watershed. Further, the Agreement establishes the role and duties of the Parties, the Consultant, the Legal Services Representation, and the Expert Panel Services, and the scope of the Plan, as defined in the Agreement and further outlined in Attachment A of the Agreement.

**Section 4. Manner and Extent of Financing the Agreement**

A fee not to exceed \$6,250 per year shall be provided by each Party. This fee is to cover the costs of Legal Services and Expert Panel Services.

**Section 5. Organizational Structure**

The Plan shall be prepared by the Consultant, with guidance and input provided through a Stakeholder Group and a Management Committee, whose roles are defined in the Agreement.

**Section 6. Real or Personal Property**

The Agreement does not empower any of the Parties, the Consultant, Legal Services Representation, or Expert Panel Services to acquire, manage, license or dispose of any real or personal property related to or in conjunction with the preparation of the Plan.

**Section 7. Contracts**

The Parties entering into the agreement shall be empowered to contract with the Consultant, Legal Services Representation, and Expert Panel Services for services pertaining to the preparation of the Plan and securing approval of the Plan from the US Environmental Protection Agency and the Pennsylvania Department of Environmental Protection.

**Section 8. Effective Date**

The Effective Date of this Ordinance shall be August 11, 2016

**ORDAINED AND ENACTED** by the Board of Commissioners of Abington Township, Montgomery County, Pennsylvania, this 11<sup>th</sup> day of August, 2016.

TOWNSHIP OF ABINGTON  
BOARD OF COMMISSIONERS

Attest:

Michael LeFevre  
Michael LeFevre, Secretary

By: Wayne C. Luker  
Wayne C. Luker, President

Intergovernmental Agreement  
for Development of a Plan for an Alternative TMDL  
for the Wissahickon Creek Watershed.

**Section 1 Intergovernmental Agreement.**

THIS AGREEMENT is made by and among each of the Wissahickon Creek Watershed Municipalities and Wastewater Treatment Plants executing this Intergovernmental Agreement (Agreement) for the preparation of the Wissahickon Watershed Alternative TMDL Plan (Plan), each Party shall individually be referred to as a "Party" and shall collectively be referred to as the "Parties". The list of Parties is as follows, and shall be updated by Addendum as necessary. This Agreement is authorized by Chapter 23, Subchapter A (relating to intergovernmental cooperation) of the General Local Government Code, 53 Pa. C.S. §2301 et seq.

**Municipalities**

Abington Township	Philadelphia County
Ambler Borough	Springfield Township
Cheltenham Township	Upper Dublin Township
Horsham Township	Upper Gwynedd Township
Lansdale Borough	Upper Moreland Township
Lower Gwynedd Township	Whitemarsh Township
Montgomery Township	Whitpain Township
North Wales Borough	Worcester Township

**Wastewater Treatment Plants:**

Abington Township Wastewater Treatment Plant  
Ambler Borough Wastewater Treatment Plant  
Upper Gwynedd Township Wastewater Treatment Plant  
Upper Dublin Township Wastewater Treatment Plant (Bucks County Water & Sewer Authority)

**Section 2 Definitions.**

**Consultant:** The team formed by the Pennsylvania Environmental Council (PEC), comprised of members of PEC, the Wissahickon Valley Watershed Association, the Environmental Finance Center, the Center for Sustainable Communities, and the Montgomery County Planning Commission

**Legal Services:** Legal representation selected by the Management Committee to represent its interests and concerns pertaining to the preparation and adoption of the Alternative TMDL in interaction with the PADEP and/or the US EPA.

**Expert Panel Services:** A panel of technical experts, whose number and individuals will be selected by the Management Committee, whose purpose is to review the engineering and



scientific work portions of the Alternative TMDL Plan, and to independently verify the results of that work.

### **Section 3 Guiding Principles.**

- a. The Parties have a mutual interest in restoring the impaired waters of the Wissahickon Creek Watershed and recognize that the issues associated with the TMDL developed by the EPA are too large for any one municipality to effectively address, and therefore commit to work together in a mutually cooperative and respectful manner to develop an Alternative TMDL Plan.
- b. To evaluate the data obtained to develop a scientifically defensible strategy that is acceptable to the Parties, PADEP, and USEPA, and which identifies specific areas within the watershed that have characteristics that may be contributing to the reduced water quality.
- c. Said strategy will include developing a list of potential projects and or policies to reduce the existing deleterious characteristics and practices, including remediating degraded physical conditions in the watershed, replacing existing structures, implementing new practices and constructing facilities to enhance the impaired surface waters in the Wissahickon Creek Watershed as effectively and efficiently as possible.
- d. The Parties agree that projects will be assessed and prioritized based on the anticipated ability to provide results that can be measured to monitor the progress of water quality improvements. The effectiveness of a project, or projects, would be evaluated and a determination made on the type(s) of subsequent work projects to pursue during the implementation phase, which is a separate phase from this plan development phase.

### **Section 4 Goals and Objectives: The scope of study**

The goal of the Alternative TMDL is to achieve water quality standards in water bodies throughout the Wissahickon Creek watershed.

Objectives: The objectives of the Alternative TMDL are delineated in Attachment "A", "Milestones".

### **Section 5 Administration and Organization.**

Effective Date.

- a. The Effective Date of this Agreement shall be (DATE), by which time all Parties will have adopted the attached Ordinance authorizing the Agreement and executed the Agreement.
- b. This Agreement shall become effective as to each Party upon execution and adoption of the Ordinance.

Term

- a. The term of this Agreement (Term) shall be two (2) years, beginning on the Effective Date. All Parties approving this Agreement must participate for the entire time period.
- b. This Agreement may be extended by those Parties desiring to participate for an additional year, by resolution.

## Party Representation

- a. Participation in preparation of the Plan shall be through either the Stakeholder Group or the Management Committee. Members of the Management Committee are entitled to be part of the Stakeholder Group.
- b. A Stakeholder Group shall be convened, consisting of one or more representatives of each Party, the Wissahickon Valley Watershed Association, Friends of the Wissahickon, PADEP, EPA, and Montgomery County. Other stakeholders may be invited to attend the Stakeholder Group meeting as appropriate.
- c. The Stakeholder group shall review and comment on various materials, sections of the Plan, and the complete Plan in draft and final. The Stakeholder group shall have no voting privileges, but is intended to provide input on the Plan.
- d. Management Committee: Each Party shall designate a primary voting representative and an alternate to serve as the representative on the Management Committee regarding all matters related to the Plan preparation. The name of and contact information for the representative and alternate shall be provided to the Consultant in writing, as well as any subsequent changes.
  - 1) The Management Committee shall consist of one (1) representative from each Party. The twenty (20) voting representatives (primary voting representatives) will form the Management Committee. The alternate shall be entitled to fully participate in all Stakeholder and Committee meetings, but may vote only when the designated representative is unavailable.
  - 2) The members of the Management Committee shall be appointed by their governing board, shall serve at the discretion of their board for an indefinite term, and shall regularly report to their governing body and provide drafts of materials prepared for review and comment by their governing body.
  - 3) Where a Management Committee member vacates his or her position, the Party shall appoint a new representative, in a timely manner, such that the Management Committee does not have a vacancy for any forthcoming meeting.
- e. Officers - Members of the Management Committee shall elect officers, to include 2 Co-Chairs, a Secretary and a Treasurer. Those Officers shall perform the duties necessary to implement this Agreement and as generally envisioned by Robert's Rules of Order, latest edition. An Officer shall serve for the duration of the Term, unless he or she resigns as an officer, as agreed to by the Management Committee. The Management Committee shall appoint a replacement for any officer who is unable to complete the term.
  - 1) Treasurer - shall collect, maintain and disburse funds in a timely fashion for legitimate expenses related to Legal Services and Expert Panel Services, as approved by the Management Committee.
- f. Administration: Officers of the Management Committee will administer the activities of the Management Committee. The following are tasks that shall be undertaken and the responsibility of administration. The Management Committee may choose to delegate some or all of these activities to the Consultant:
  - 1) Preparation and circulation of minutes to all Parties from all Management Committee meetings.

- 2) Hold all Management Committee meetings.
- 3) Review and comment on all draft Alternative Plan documents and revisions prepared by the Consultant, and submit the Plan as approved by the Management Committee to PADEP and EPA.
- 4) Review and Submit progress reports prepared by the Consultant to PADEP and EPA in a timely manner.
- 5) Calculate and invoice fees for each Party.
- 6) Retain all records, as that term is defined by the Pennsylvania Right-to-Know Law, for the time period required by applicable law but not less than six (6) years.

#### Meetings.

- a) The Management Committee shall organize and schedule routine meetings of the Management Committee as needed, but at least quarterly.
- b) The purpose of the meetings shall be to conduct the following activities as necessary:
  - 1) Review and comment on, and when necessary vote on draft and final sections of the Plan.
  - 2) Presentation and approval of Progress Reports.
  - 3) Presentation and approval of the Financial Report.
  - 4) Presentation of report(s) to PADEP, EPA and other agencies.
  - 5) Presentation and vote on other Party business pertaining to the Plan process.
  - 6) Oversight and coordination of all aspects of the Legal Services and Expert Panel Services.
- c) Except as otherwise provided herein, all voting shall be completed by voice vote and decisions shall be based on a simple majority vote of Management Committee Parties in attendance.
- d) Each Party in attendance shall be entitled to one (1) vote on all matters addressed at a meeting and for which a vote is taken.
- e) Quorum. A quorum (more than 50% of Management Committee members as represented by a voting representative) is necessary for the Management Committee to take official action.
- f) The Management Committee shall comply with all laws applicable to the Parties, including, but not limited to, the Public Official and Employees Ethics Act, the Sunshine Act, and any and all other applicable laws. All actions of the Management Committee shall be approved by a majority of its voting members. Management Committee members shall be entitled to attend meetings of the Management Committee, which shall occur no less than four (4) times per year or more frequently as needed, following advance written notice to all members of the Management Committee by regular mail, facsimile or email.

#### Financing

- a) A monetary contribution shall be provided by each Party, to cover the costs of Legal Services and Expert Panel Services. The total cost for these services is not to exceed \$250,000 in total.
  - 1) Contribution Formula. The contribution from each Party shall be \$6,250 per Party per year for the Term. Depending on the costs incurred for Legal Representation and the

Expert Panel Service, these costs may be less, but in any event they shall not exceed a total of \$12,500 per Party for the duration of the Term.

- 2) Invoicing and Payment. Parties shall be invoiced no later than June 30 of each calendar year, and the Parties' respective payments shall be due on or before July 31 of each year.
- 3) Organization Account. A separate Management bank account shall be established by the Management Committee for the deposit of each Party's Annual Contributions and the funds therein shall be used solely for reimbursement for eligible costs and expenses pertaining to Legal Services and Expert Panel Services. Administration of these funds to pay for proper expenses under this Agreement shall be the responsibility of the Management Committee.
- 4) Remaining Funds. Any funds remaining at the conclusion of the Term, shall be returned to the Parties, divided equally among the Parties that have paid their Annual Contribution. Such funds shall be disbursed to the Parties remaining at the completion of the Term no more than thirty (30) days after the date of Term completion.

#### **Section 6 Applicable Law**

The Parties agree and affirm that Pennsylvania law applies to this Agreement and all matters covered by and addressed by this Agreement. It is acknowledged and agreed that the sole and exclusive jurisdiction and venue for any dispute relating to any matter covered by this Agreement, and/or regarding any dispute over the enforcement or Interpretation of this Agreement, shall rest with the Montgomery County Court of Common Pleas. The Parties hereby submit to the exclusive jurisdiction of that Court.

#### **Section 7 Integration**

This Agreement contains the entire agreement between the Parties. There are no understandings or agreements, verbal or otherwise, in relation hereto, except those expressly and specifically set forth herein. The Parties have not relied upon any statement, projection, disclosure, report, information or any other representation or warranty except for those as may be specifically and expressly set forth in this Agreement.

#### **Section 8 No Oral Modification**

This Agreement may not be modified except in writing executed by all Parties. This Agreement shall be amended only in writing, by duly authorized representatives of all Parties, and such revision(s) must be approved by official action of each Party jurisdiction, and as required by any applicable law of the Commonwealth.

#### **Section 9 Severability**

No determination by any court, governmental body, arbitration, or other judicial body, that any provision of this Agreement or any amendment that may be created hereto, is invalid or unenforceable in any instance shall affect the validity or enforceability of any other provision of the Agreement or applicable amendment. Each provision shall be valid and enforceable to the fullest extent permitted by applicable law, and shall be construed where and whenever possible as being consistent with applicable law.

#### **Section 10 Representation by Counsel**

This Agreement has been negotiated by the Parties through their respective legal counsel and embodies terms that were arrived at through mutual negotiation and joint effort, and the Parties shall be considered to have contributed equally to the preparation of this Agreement. The Parties warrant and represent that the terms and conditions of this Agreement have been discussed and negotiated between them, and their respective counsel, and are voluntarily and knowingly accepted for the purpose of making a full and final compromise between the Parties, as referenced herein. The Parties further acknowledge that they understand the facts and their respective legal rights and obligations pursuant to this Agreement.

#### **Section 11 Counterparts**

This Agreement may be executed in counterparts, each of which will be an original, and all of which taken together shall constitute one and the same instrument.

#### **Section 12 Execution by Facsimile or Electronic Scanning**

Delivery of an executed counterpart of this Agreement by facsimile, or by electronically scanning and e-mailing an executed counterpart signature page, while not specifically required, will be acknowledged by the Parties as being equally as effective as delivery of a manually executed counterpart of this Agreement. The use of a signature page received by facsimile, or through an electronic scan and e-mail, shall not affect the validity, enforceability, or binding effect of this Agreement.

Attachment "A"  
Alternative TMDL Milestones and Activities

Project Result:

An Alternative Nutrient TMDL Plan (Plan) supported by the Permittees and approved by PADEP and USEPA, with associated MS4/TMDL permit issuance to follow. The Plan will demonstrate benefits of a successful multi-municipal approach to coordinating required stormwater and phosphorous discharges to achieve regulatory reductions into the Wissahickon Creek.

Milestone 1

Montgomery County Planning Commission (MCPC) designated to convene the 'Wissahickon Alternative TMDL Stakeholder Collaborative' (aka 'Collaborative') consisting of a core group of the (16) watershed municipalities and (4) WWTPs (the 20 Permittees) that is recognized by the US EPA and includes external stakeholders such as WVWA and FOW.

Activities:

- Led by MCPC, organizational structure finalized and implemented for the Collaborative.
- Coordination procedures with regulatory agencies approved and implemented.
- MCPC conducts regular monthly Collaborative meetings for the duration of the project.

MILESTONE 2

EFC works with each Collaborative member to develop a long term comprehensive financial strategy for implementing approved Alternative Nutrient TMDL plan projects/programs.

Activities:

- Initial individual Collaborative member engagement and baseline economic assessments completed
- Agreement with EPA executed for implementation expenditures.

MILESTONE 3

PEC coordinates the Technical Team to develop an Alternative Nutrient TMDL, using strategic guidance from WVWA, with plan approval by PA DEP and US EPA.

Activities:

- PEC forms a Technical Team consisting of CSC, EFC, MCPC, and legal counsel to be selected by the Permittees, with input from the Technical Team.

MILESTONE 4

Within 3 years of the signing of the IGA or sooner, Technical Team recommends an Alternative Nutrient TMDL science-based strategy for the Wissahickon watershed, submitted to PA DEP and US EPA for review and approval.

Activities:

- Key results of recent and ongoing studies and modeling efforts for the Wissahickon Creek watershed are compiled to fully describe the problems causing the water quality impairments

- Strategies and projects for Permittees to address water quality impairments and improve water quality are identified, evaluated, and prioritized for the watershed
- Temple CSC implements a preliminary adaptive watershed monitoring program during the planning process (month 6) with a long-term plan developed and adopted by the Collaborative to assess water quality improvements going forward

#### MILESTONE 5

Within 3 years of the signing of the IGA or sooner, EFC and Collaborative develop a long term comprehensive financial strategy for implementing approved Alternative Nutrient TMDL plan projects/programs.

##### Activities:

- In coordination with Temple CSC work, costs of plan projects/programs and associated timelines identified
- Equitable funding strategy approved by Collaborative members reflective of the capacities of individual municipalities, multi-municipal authorities and potential for other public and private funding sources.

#### MILESTONE 6

By the beginning of the third year from the signing of the IGA or sooner, strategies developed and deployed to ensure education and outreach is completed to build support for the Alternative TMDL plan.

##### Activities:

- Lead by WVWA, residents of the Wissahickon are kept informed of project progress, educated and encouraged to understand why Wissahickon water quality needs to be improved and how a TMDL Alternative may be a beneficial solution.
- Expand on existing DRWI programs including workshops, restoration site visits, and municipal technical assistance as necessary to accomplish the above activities.

#### MILESTONE 7

By the first quarter of the third year from the signing of the IGA or sooner, approved Alternative Nutrient TMDL Plan process documented with benefits/lesson learned compiled and, led by PEC, information dissemination actively underway in the DRWI, Delaware Watershed and Pennsylvania.

##### Activities:

- TMDL Alternative Plan Draft Report compiled and presented to public and regulators for review with multi-municipal TMDL Alternative Plan Report finalized thereafter.
- PEC devises and initiates a process for documentation and dissemination of a successful Alternative TMDL process; recruits and contracts with a professional to document alternative TMDL process.
- PEC defines multi-municipal benefits and develops strategies to promote multi-municipal Alternative TMDL process elsewhere in the DRWI clusters, across the Delaware basin and throughout Pennsylvania. Robust dissemination implemented as evidenced by a minimum of

five (5) professional presentations, and three (3) articles published via print or electronic platforms.



# Milestones

## Wissahickon Clean Water Partnership



### Background

In 2015, EPA releases a draft update to the existing Nutrient Total Maximum Daily Load (TMDL) for the Wissahickon Creek.

Municipal and Wastewater Treatment Plant stakeholders meet with PADEP and EPA officials in 2015 to discuss the draft TMDL and opportunities for a new approach via a "TMDL Alternative".

Watershed stakeholders call for RFP's for technical support - William Penn Foundation contributes \$1.3 million for PEC, WVWA, EFC, Temple, and MCPC to facilitate process.

By August 2016, 13 municipalities and 4 Wastewater Treatment Plants (WWTP) sign Intergovernmental Agreements (IGA) to form Management Committee of Wissahickon Clean Water Partnership.



### 2017

Temple collects data in all four seasons on water level, temperature, turbidity, conductivity, dissolved oxygen (DO), dissolved organic carbon, nitrate and phosphate at numerous locations on the main stem and tributaries, including above and below WWTP outfalls. Tracer dye tests are conducted to measure stream metabolism.

The Management Committee votes to hire the firm of Manko, Gold, Katcher, and Fox (MGKF) to provide legal advice to the municipalities.

A Technical Review Services Subcommittee is formed to select the individuals or consultants who will be providing technical review of the data and analysis.

The Management Committee approves hiring the firm Kleinfelder to review the work of Temple, along with the members of the Technical Review Services Committee.

The Environmental Finance Center (EFC) and Temple meet with municipalities to determine their current capacity and funding sources for stormwater management projects, and to create a list of existing recommendations and potential future project opportunities.

The Wissahickon Valley Watershed Association (WVWA) conducts surveys of Management Committee reps and residents to gauge outreach needs and understanding of water quality issues. A public communication and education strategy is created. Phase 1 of this strategy is implemented, connecting residents to the Wissahickon Creek and why water quality matters to the community.

MGKF sends a letter to EPA on behalf of the WWTP's outlining the work completed to date and reiterating the WWTP's continued commitment to pursuing specific nutrient reductions, and providing periodic reports and feasibility studies.



### 2016

The first meeting of the Management Committee is held on October 27, 2016.

RFPs are prepared for Technical and Legal Advisory Services, to be hired by the Management Committee.

PA DEP reviews and agrees with the Water Quality Advisory Team's (WQAT) scope of work.

Temple begins extensive stream monitoring work in the Wissahickon Creek.



### 2018

Temple begins preparation of a watershed model. The Technical Review Services Subcommittee agrees with the use of the SWMM model.

Letters of support on behalf of the WWTP's and their work to date are sent to the EPA from PEC, WVWA, and Montgomery County.

Kleinfelder delivers review and report on the Water Quality Improvement Plan (WQIP) process. Their recommendations are determined to be similar to the process outlined by the WQAT.

Members of the WQAT meet with the EPA to review progress to date. EPA is enthusiastic about progress and encourages the process to continue.

PWD combines Temple data and data from other sources into a watershed characterization, cross referencing 43 sites into equivalent stream reaches.

Temple presents preliminary data report. Dissolved oxygen (DO) data has been collected from 16 stations over four seasons, a first for the watershed. Turbidity has been measured at 17 stations, and discharge data has been collected for model calibration. The parameters include sediment, water quality, and biological monitoring (macroinvertebrates and algae). Historic data is being incorporated.

EFC creates a searchable database of grant opportunities for water quality improvement projects.

Kleinfelder's role is expanded to develop a focused watershed assessment and a regulatory framework and strategy.

Examples of EPA-accepted urban watershed improvement projects and management structures are compiled.

Turbidity and sediment, phosphorus, and D.O. reports are reviewed by the Technical Advisory Subcommittee and presented to the Management Committee.

WVWA implements Phase 2 of public communication strategy, focusing on providing key foundations and information about water quality issues and some of their solutions in the Wissahickon Watershed.

Intergovernmental Agreement  
for Development of a Plan for an TMDL Alternative  
for the Wissahickon Creek Watershed.

**Section 1 Intergovernmental Agreement.**

THIS AGREEMENT is made by and among each of the Wissahickon Creek Watershed Municipalities and Wastewater Treatment Plants executing this Intergovernmental Agreement (Agreement) for the preparation of the Wissahickon Watershed Alternative TMDL Plan (Plan), each Party shall individually be referred to as a "Party" and shall collectively be referred to as the "Parties". The list of Parties is as follows, and shall be updated by Addendum as necessary. This Agreement is authorized by Chapter 23, Subchapter A (relating to intergovernmental cooperation) of the General Local Government Code, 53 Pa. C.S. §2301 et seq.

**Municipalities**

Abington Township	Philadelphia County
Ambler Borough	Springfield Township
Cheltenham Township	Upper Dublin Township
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Lower Gwynedd Township	Whitemarsh Township
Montgomery Township	Whitpain Township
North Wales Borough	

**Wastewater Treatment Plants:**

Abington Township Wastewater Treatment Plant  
Ambler Borough Wastewater Treatment Plant  
Upper Gwynedd Township Wastewater Treatment Plant  
Upper Dublin Township Wastewater Treatment Plant (Bucks County Water & Sewer Authority)

**Section 2 Definitions.**

**Expert Panel Services:** A panel of technical experts, comprised of the firm of Kleinfelder, Incorporated, (currently providing Technical Consultation), Professor Steven Rier and Paul Marchetti, whose purpose is to review the engineering and scientific portions of the data submitted by the WQAT and to assist with the preparation of the Wissahickon Water Quality Improvement Plan, and to offer technical guidance to the Wissahickon Clean Water Partnership.

**Legal Consultant:** Legal representation currently provided to the Wissahickon Clean Water Partnership by the firm of Manko Gold Katcher Fox, LLP to review data, reports and information submitted by the WQAT and to offer guidance to the Partnership in regards to the preparation of the Wissahickon Water Quality Improvement Plan, and in the Partnership's relations with State and Federal Government agencies.

Water Quality Advisory Team: The team (WQAT) formed by the Pennsylvania Environmental Council (PEC), comprised of members of PEC, the Wissahickon Valley Watershed Association, the Environmental Finance Center, the Center for Sustainable Communities, and the Montgomery County Planning Commission.

Water Quality Improvement Plan: The goal of the Plan (WQIP) is to identify, quantify and report on the existing water quality and habitat in the various water bodies throughout the Wissahickon Creek watershed and to promote policies, practices, capital work and retrofits to existing structures. The WQIP will prioritize these efforts to affect improvements in the habitat of the watershed in a timely and economical sequence.

### **Section 3 Guiding Principles.**

- a. The Parties have a mutual interest in restoring the impaired waters of the Wissahickon Creek Watershed and recognize that the issues associated with the TMDL developed by the EPA are too broad for any one municipality to effectively address, and therefore, the parties commit to collaboratively work together in a mutually cooperative and respectful manner to develop a TMDL Alternative Plan.
- b. To evaluate historical and recent monitoring data to develop a scientifically defensible strategy that is acceptable to the Parties, PADEP, and USEPA, and which identifies specific areas within the watershed that have characteristics that may be contributing to the reduced water quality.
- c. The WQIP will include developing a list of potential capital projects and to promote policies and practices to reduce the existing deleterious characteristics and contributing conditions, including remediating degraded physical structures and habitat conditions in the watershed, replacing existing structures, implementing new practices and constructing new facilities, to improve the impaired conditions in the Wissahickon Creek Watershed as effectively, efficiently and economically as possible.
- d. The Parties agree that projects will be assessed and prioritized based on the anticipated ability to provide results that can be measured to monitor the progress of water quality improvements. The effectiveness of a project, or projects, would be evaluated and a determination made on the type(s) of subsequent work projects to pursue during the implementation phase, which is a separate phase from this plan development phase.

### **Section 4 Goals and Objectives: The scope of study**

The goal of the Water Quality Improvement Plan is to improve water quality and habitat standards in the water bodies throughout the Wissahickon Creek watershed.

Objectives: The detailed objectives of the Intergovernmental Agreement (IGA) are delineated in Attachment “A”, “Milestones”.

## Section 5 Administration and Organization.

### Effective Date.

- a. The Effective Date of this Agreement shall be the date at which each party adopts and executes the Intergovernmental Agreement (IGA) by Resolution.

### Term

- a. The term of this Agreement (Term) shall begin on the Effective Date at which each party adopts and executes the Intergovernmental Agreement, and ending on March 31, 2020.

### Party Representation

- a. Participation in the preparation of the Plan shall continue to be through the Wissahickon Clean Water Partnership and its established committees.
- b. The Water Quality Advisory Team shall review and provide comments and suggestions on various data, materials, sections of the Plan, and the complete Plan in draft and final. The Team shall have no voting privileges, but is intended to provide input on the Plan.
- d) Management Committee: The organization of the Wissahickon Clean Water Partnership shall continue such that each Party shall designate a primary voting representative and an alternate to serve as the representative on the Management Committee regarding all matters related to the Plan preparation. The name of and contact information for the representative and alternate shall be provided to the Consultant in writing, as well as any subsequent changes.
  - 1) The Management Committee shall consist of one (1) representative from each Party. The seventeen (17) voting representatives (primary voting representatives) will form the Management Committee. The alternate shall be entitled to fully participate in all Stakeholder and Committee meetings, but may vote only when the designated representative is unavailable.
  - 2) The members of the Management Committee shall be appointed by their governing board, shall serve at the discretion of their board for an indefinite term, and shall regularly report to their governing body and provide drafts of materials prepared for review and comment by their governing body.
  - 3) Where a Management Committee member vacates his or her position, the Party shall appoint a new representative, in a timely manner, such that the Management Committee does not have a vacancy for any forthcoming meeting.
- e) Officers - Members of the Management Committee shall elect officers, to include 2 Co-Chairs, a Secretary and a Treasurer. Those Officers shall perform the duties necessary to implement this Agreement and as generally envisioned by Robert's Rules of Order, latest edition. An Officer shall serve for the duration of the Term, unless he or she resigns as an

officer, as agreed to by the Management Committee. The Management Committee shall appoint a replacement for any officer who is unable to complete the term.

- 1) Treasurer - shall collect, maintain and disburse funds in a timely fashion for legitimate expenses related to Legal Services and Expert Panel Services, as approved by the Management Committee.
- f) Administration: Officers of the Management Committee will administer the activities of the Management Committee. The following are tasks that shall be undertaken and the responsibility of administration. The Management Committee may choose to delegate some or all of these activities to the Consultant:
- 1) Preparation and circulation of minutes to all Parties from all Management Committee meetings.
  - 2) Hold all Management Committee meetings.
  - 3) Review and comment on all draft Alternative Plan documents and revisions prepared by the Consultant, and submit the Plan as approved by the Management Committee to PADEP and EPA.
  - 4) Review and Submit progress reports prepared by the Consultant to PADEP and EPA in a timely manner.
  - 5) Calculate and invoice fees for each Party.
  - 6) Retain all records, as that term is defined by the Pennsylvania Right-to-Know Law, for the time period required by applicable law but not less than six (6) years.

#### Meetings.

- a) The Management Committee shall organize and schedule routine meetings of the Management Committee as needed, but at least quarterly.
- b) The purpose of the meetings shall be to conduct the following activities as necessary:
  - 1) Review and comment on, and when necessary vote on draft and final sections of the Plan.
  - 2) Presentation and approval of Progress Reports.
  - 3) Presentation and approval of the Financial Report.
  - 4) Presentation of report(s) to PADEP, EPA and other agencies.
  - 5) Presentation and vote on other Party business pertaining to the Plan process.
  - 6) Oversight and coordination of all aspects of the Legal Services and Expert Panel Services.

- c) Except as otherwise provided herein, all voting shall be completed by voice vote and decisions shall be based on a simple majority vote of Management Committee Parties in attendance.
- d) Each Party in attendance shall be entitled to one (1) vote on all matters addressed at a meeting and for which a vote is taken.
- e) Quorum. A quorum (more than 50% of Management Committee members as represented by a voting representative) is necessary for the Management Committee to take official action.
- f) The Management Committee shall comply with all laws applicable to the Parties, including, but not limited to, the Public Official and Employees Ethics Act, the Sunshine Act, and any and all other applicable laws. All actions of the Management Committee shall be approved by a majority of its voting members. Management Committee members shall be entitled to attend meetings of the Management Committee, which shall occur no less than four (4) times per year or more frequently as needed, following advance written notice to all members of the Management Committee by regular mail, facsimile or email.

#### Financing

- a) A monetary contribution shall be provided by each Party, to cover the costs of Legal Services and Expert Panel Services. The total cost for these services is not to exceed \$255,000 in total.
  - 1) Contribution Formula. The contribution from each Party shall be \$5,000 per Party for the balance of 2018 and \$10,000 per Party for the period January 1, 2019 through March 31, 2020. Depending on the costs incurred for Legal Representation and the Expert Panel Service, these costs may be less, but in any event they shall not exceed a total of \$15,000 per Party for the duration of the Term.
  - 2) Invoicing and Payment. Parties shall be invoiced within the fourth quarter of 2018, and by February 15, 2019. Payments shall be remitted within 30 days of the invoice letter.
  - 3) Organization Account. A separate Management bank account shall continue to be maintained by the Management Committee for the deposit of each Party's Contributions. The funds therein shall be used solely for reimbursement for eligible costs and expenses pertaining to Legal Services, Expert Panel Services and consultants as approved by the Management Committee. Administration of these funds to pay for proper expenses under this Agreement shall be the responsibility of the Management Committee.
  - 4) Remaining Funds. Any funds remaining at the conclusion of the Term, shall be returned to the Parties, divided equally among the Parties that have paid their Annual Contribution. Such funds shall be disbursed to the Parties remaining at the completion of the Term no more than sixty (60) days after the date of Term completion.

## **Section 6 Applicable Law**

The Parties agree and affirm that Pennsylvania law applies to this Agreement and all matters covered by and addressed by this Agreement. It is acknowledged and agreed that the sole and exclusive jurisdiction and venue for any dispute relating to any matter covered by this Agreement, and/or regarding any dispute over the enforcement or Interpretation of this Agreement, shall rest with the Montgomery County Court of Common Pleas. The Parties hereby submit to the exclusive jurisdiction of that Court.

## **Section 7 Integration**

This Agreement contains the entire agreement between the Parties. There are no understandings or agreements, verbal or otherwise, in relation hereto, except those expressly and specifically set forth herein. The Parties have not relied upon any statement, projection, disclosure, report, information or any other representation or warranty except for those as may be specifically and expressly set forth in this Agreement.

## **Section 8 No Oral Modification**

This Agreement may not be modified except in writing executed by all Parties. This Agreement shall be amended only in writing, by duly authorized representatives of all Parties, and such revision(s) must be approved by official action of each Party jurisdiction, and as required by any applicable law of the Commonwealth.

## **Section 9 Severability**

No determination by any court, governmental body, arbitration, or other judicial body, that any provision of this Agreement or any amendment that may be created hereto, is invalid or unenforceable in any instance shall affect the validity or enforceability of any other provision of the Agreement or applicable amendment. Each provision shall be valid and enforceable to the fullest extent permitted by applicable law, and shall be construed where and whenever possible as being consistent with applicable law.

## **Section 10 Representation by Counsel**

This Agreement has been negotiated by the Parties through their respective legal counsel and embodies terms that were arrived at through mutual negotiation and joint effort, and the Parties shall be considered to have contributed equally to the preparation of this Agreement. The Parties warrant and represent that the terms and conditions of this Agreement have been discussed and negotiated between them, and their respective counsel, and are voluntarily and knowingly accepted for the purpose of making a full and final compromise between the Parties, as referenced herein. The Parties further acknowledge that they understand the facts and their respective legal rights and obligations pursuant to this Agreement.

## **Section 11 Counterparts**

This Agreement may be executed in counterparts, each of which will be an original, and all of which taken together shall constitute one and the same instrument.

## **Section 12 Execution by Facsimile or Electronic Scanning**

Delivery of an executed counterpart of this Agreement by facsimile, or by electronically scanning and e-mailing an executed counterpart signature page, while not specifically required, will be acknowledged by the Parties as being equally as effective as delivery of a manually executed counterpart of this Agreement. The use of a signature page received by facsimile, or through an electronic scan and e-mail, shall not affect the validity, enforceability, or binding effect of this Agreement.

DRAFT



Attachment "A"  
Alternative TMDL Milestones and Activities

Project Result:

A Water Quality Improvement Plan supported by the Parties and approved by PADEP and USEPA, with associated MS4/TMDL permit issuance to follow. The Plan will demonstrate benefits of a successful multi-municipal approach to coordinating required stormwater and phosphorous discharges to achieve regulatory reductions into the Wissahickon Creek.

MILESTONE 1:

PEC continues to coordinate the Water Quality Advisory Team to develop Water Quality Improvement Plan.

MILESTONE 2

The Water Quality Advisory Team submits a draft Water Quality Improvement Plan that is science-based strategy for the Wissahickon watershed.

Activities:

- Key results of recent and ongoing studies and modeling efforts for the Wissahickon Creek watershed are compiled to fully describe the problems causing the water quality impairments
- Strategies and projects for Permittees to address water quality impairments and improve water quality are identified, evaluated, and prioritized for the watershed.

MILESTONE 3

The EFC develops and submits a long term comprehensive financial strategy for implementing Water Quality Improvement Plan suggested projects/programs.

Activities:

- In coordination with Water Quality Advisory Team, costs of plan projects/programs and associated timelines are identified.
- Equitable funding strategy approved by Wissahickon Clean Water Partnership are reflective of the capacities of individual municipalities, multi-municipal authorities and potential for other public and private funding sources.

MILESTONE 4

The WVWA keeps residents of the Wissahickon Watershed informed of project progress, educated and encouraged to understand why Wissahickon water quality needs to be improved and how a TMDL Alternative may be a beneficial solution. Expand on existing DRWI programs including workshops, restoration site visits, and municipal technical assistance as necessary to accomplish the above activities.

#### MILESTONE 5

By the first quarter of 2019 a Wissahickon Clean Water Partnership approved Water Quality Improvement Plan completed and submitted to all party jurisdictions for review and approval.

#### Activities:

- Water Quality Improvement Plan Draft Report compiled and presented to public and regulators for review with the multi-municipal Plan Report finalized thereafter.

#### MILESTONE 6

The finalized and multi-municipal approved Water Quality Improvement Plan is submitted to the PaDEP the U.S. EPA.

#### MILESTONE 7

Comments and questions provided by the PaDEP the U.S. EPA are addressed and resolved such that an implementable final plan can be enacted by all multi-municipal parties.

DRAFT

# MANKO | GOLD | KATCHER | FOX LLP

AN ENVIRONMENTAL AND ENERGY LAW PRACTICE

Marc E. Gold  
484-430-2301  
mgold@mankogold.com

Admitted in PA

401 CITY AVENUE, SUITE 901  
BALA CYNWYD, PA 19004  
TEL: 484-430-5700  
FAX: 484-430-5711  
WWW.MANKOGOLD.COM

August 28, 2018

Via Electronic Mail

George Wrigley  
Director of Wastewater Utilities  
Abington Wastewater Treatment Plant  
1000 Fitzwatertown Road  
Roslyn, PA 19001

\*CHERRY HILL, NJ  
\*\*HONOLULU, HI  
PHILADELPHIA, PA  
by appointment only

\*Partner responsible – John F. Gullace  
\*\*Partner responsible – Brenda H. Gotanda

Re: Wissahickon Creek TMDL Alternative

Dear George:

On August 24, 2018, the Wissahickon Clean Water Partnership (Partnership) circulated a letter (the Funding Letter) describing the activities of the Partnership to date that proposed an additional contribution of \$5,000 per member for the remainder of 2018 and an extension of the Intergovernmental Agreement (IGA) for one additional year, along with an additional \$10,000 contribution per Partnership member. The additional contributions, totaling \$15,000 per member, and extension of the IGA are intended to enable the Partnership to complete the remaining work associated with the development of the Wissahickon Creek Total Maximum Daily Load (TMDL) Alternative through the end of 2019. This letter provides additional detail about the use of the additional funds by the Management Committee.

The Partnership was formed to develop a precedent-setting, watershed-wide plan for improving water quality in the Wissahickon Creek with significant benefits to the surrounding communities. While progress has been made in reaching that goal, additional work is required to pursue the TMDL Alternative. To that end, the Funding Letter identified three primary milestones that are expected to occur between now and the end of 2019, including: (1) preparing a Water Quality Improvement Plan (WQIP) with the input and approval of Partnership members through the Management Committee; (2) presenting the WQIP to the United States Environmental Protection Agency (EPA) and the Pennsylvania Department of Environmental Protection (PADEP); and (3) responding to comments or concerns that may be identified by those agencies. As you know, the Wissahickon Valley Watershed Association and the Pennsylvania Environmental Council are participating in and supporting this project.

Essential to the success of these efforts is continued legal and technical support, which as of now has been effectively deployed to the benefit of the Partnership and which will continue by

George Wrigley  
August 28, 2018  
Page 2

virtue of the additional funding. By way of example, the Management Committee determined that on-going input from Kleinfelder and our firm is needed to ensure that the WQIP is prepared in a manner that properly incorporates the interests of Partnership members. This work is expected to include the review of the forthcoming data reports that are being prepared by Temple University; development of the TMDL Alternative Strategy that will serve as the WQIP's foundational document; review of modeling inputs, scenarios, and BMP assumptions that will support the specific control strategies; technical evaluation of the draft WQIP; and other tasks that may arise.

The Management Committee also determined that additional legal work will be needed to ensure that the WQIP meets state and federal regulatory standards, and as counsel to the Partnership we will advocate on the Partnership's behalf to EPA and PADEP in an effort to secure the agencies' approval. We expect that this legal work will include the following tasks: legal review of the TMDL Alternative Strategy; development of a legal strategy for meetings with the agencies; review of the University of Maryland financial analyses and available funding opportunities; review of the legal aspects of the WQIP; participate in Partnership meetings to discuss the WQIP and meetings with EPA and PADEP to present the WQIP; assist the Partnership prepare responses to agency comments; development of legal implementation measures such as joint MS4 permits or other mechanisms; legal analysis of regulatory strategies underpinning the WQIP; and other tasks that may arise.

Should you need any additional information about the additional technical and legal work to be completed through the end of 2019, please do not hesitate to contact me.

Sincerely,



Marc E. Gold

For MANKO, GOLD, KATCHER & FOX, LLP

MEG/nav/12548-001

cc: Mark Grey (via electronic mail)  
Paul Leonard (via electronic mail)  
Michael Dillon, Esquire (via electronic mail)



**PUBLIC WORKS COMMITTEE**

**AGENDA ITEM**

August 23, 2018

DATE

Administration

DEPARTMENT

PW-06-090518

AGENDA ITEM NUMBER

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Snow and Ice Contract 2018-2019, 2019-2020 and 2020-2021

**EXECUTIVE SUMMARY:**

The Snow and Ice agreement between the Township of Abington and Montgomery County provides the snow and ice removal during the winter season of 2018-2019, 2019-2020 and 2020-2021.

**PREVIOUS BOARD ACTIONS:**

None

**RECOMMENDED BOARD ACTION:**

Consider authorizing execution of Snow and Ice agreement for the next 3 years.

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
by and between the County of Montgomery, Pennsylvania, hereinafter called the COUNTY and  
ABINGTON TOWNSHIP of the Commonwealth of Pennsylvania, acting through its proper  
officials, hereinafter called the MUNICIPALITY:

WITNESSETH

WHEREAS, certain public highways, including bridges with their sidewalks and  
approaches, in the MUNICIPALITY have been adopted and taken over as part of the COUNTY  
Highway System, to be constructed improved and maintained by the COUNTY; and

WHEREAS, the MUNICIPALITY has the equipment, materials, personnel and  
procedures available and ready to perform snow and ice clearance together with the application  
of anti-skid and/or de-icing materials for certain COUNTY highways, including bridges and  
sidewalks on bridges with their approaches, within the MUNICIPALITY, in a prompt and  
efficient manner and has signified its willingness to furnish these winter traffic services for the  
COUNTY during the winter seasons of 2018-2019, 2019-2020 & 2020-2021 (the winter season)  
shall for the purpose of this Agreement, be the period from October 1 to April 30, subject to  
payment by the COUNTY to the MUNICIPALITY the sum of NINETEEN THOUSAND,  
SEVEN HUNDRED AND TWENTY DOLLARS , (\$19,720.00) as hereinafter provided; and

WHEREAS, the MUNICIPALITY will conduct its winter traffic services in a manner  
satisfactory to the COUNTY, in order to facilitate the safe and unimpeded flow of vehicular  
traffic and pedestrian traffic on bridge sidewalks over said COUNTY highways within the  
MUNICIPALITY in accordance with the terms, covenants and conditions hereinafter set forth in  
the Agreement; and

WHEREAS, the MUNICIPALITY will conduct the winter traffic services for and in the  
aforementioned amount during the term of this Agreement, regardless of the amount of work  
required, it is being understood that the costs of such work can vary from one winter season to  
another, that the MUNICIPALITY does not receive additional amounts when the stated sum is  
exceeded for a particular winter season, and that payment of a lump sum obviates the necessity

for a detailed and costly audit by the COUNTY;

NOW, THEREFORE, the parties hereto, for in consideration of the foregoing promises and of the mutual promises hereinafter set forth, with the intention of being legally bound hereby agree as follows:

1. The MUNICIPALITY will, provide the necessary equipment, material and personnel, in accordance with the special procedures set up for such purposes, undertake and accomplish the required snow and ice clearance together with the application of anti-skid and/or de-icing materials for said COUNTY highways, including bridges and their sidewalks and approaches, as indicated below, in a prompt and efficient manner, during the period from October 1, to April 30, off each year and will conduct its winter traffic services, in such a manner as will, in the judgment of the COUNTY, facilitate the safe and unimpeded flow of vehicular traffic over the COUNTY highways within the MUNICIPALITY.

2. The COUNTY will pay to the MUNICIPALITY, as reimbursement for the services contracted for in paragraph one (1) hereof, the total sum of \$19,720.00 in the following manner:

Easton Road Route 63 West to Cheltenham Township Line

3.40 miles x 4 lanes x \$1,450.00 per lane mile = \$19,720.00

50% to be paid on or before November 15, of each year      \$9,860.00

50% to be paid on or before January 15, of each year      \$9.860.00

3. The MUNICIPALITY shall indemnify and save harmless the COUNTY and all its officers, agents and employees from all suits, actions or claims of any type, brought for or on account of the death or injury of any person or damage to property attributable to defective materials or workmanship, neglect in safeguarding work areas or any other act, omission, neglect or misconduct of the MUNICIPALITY, its servants, agents or employees during the effective period of this Agreement.

4. The term of this Agreement shall be for one (1) year, from October 1, 2018 (hereinafter referred to as the "Effective Date") through September 31, 2019. On each of the first two anniversary of the Effective Date, this Agreement shall automatically renew, except as described below, for an additional one (1) year term (hereinafter referred to as the "Renewal Terms"). Unless agreed to by both parties in a separate agreement, this Agreement, shall terminate on September 31, 2021. Either party shall have the right to terminate this Agreement without cause, upon notice to the other party. In order for such a termination to be effective, it must be made in writing, and delivered between one hundred eighty (180) and ninety (90) days before the start of any renewal term.

5. Work performed by the MUNICIPALITY under this Agreement shall be done to the satisfaction of the COUNTY. Such work shall be subject to inspection by the County Commissions, and/or their duly authorized representatives.

6. Finally, it is agreed by the parties that if the MUNICIPALITY fails to comply with the terms of this Agreement to the satisfaction of the COUNTY, the COUNTY may terminate the Agreement upon giving ten (10) days written notice to the MUNICIPALITY. In the event the Agreement is so terminated, then the COUNTY shall not be further obligated to pay any amount of money to the MUNICIPALITY and the MUNICIPALITY shall be entitled to funds from the COUNTY in proportion to the period of the contract for which services were provided.

7. In the event it is required to load snow to be hauled away at certain sections of COUNTY system, it shall be the COUNTY'S responsibility to load and haul snow at no expense to the MUNICIPALITY.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, attested and sealed by their proper officials, pursuant to due and legal action authorizing the same to be done the day and year first above written.

ATTEST:

COUNTY OF MONTGOMERY

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

MUNICIPALITY

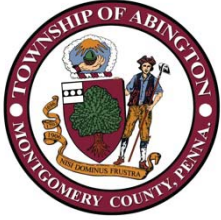
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BY \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)



**PUBLIC WORKS COMMITTEE**

**AGENDA ITEM**

August 23, 2018

DATE

Finance

DEPARTMENT

PW-07-090518

AGENDA ITEM NUMBER

**FISCAL IMPACT**

Cost > \$10,000.

Yes

No

**PUBLIC BID REQUIRED**

Cost > \$20,100

Yes

No

**AGENDA ITEM:**

Per Diem Employees Union Uniforms and Accessories Bid Award

**EXECUTIVE SUMMARY:**

Each qualified employee is eligible for \$475 in value toward the purchase of uniforms and accessories as stated in the Per Diem Union Contract. Funds for the purchase of the uniforms is part of each department's budget.

**PREVIOUS BOARD ACTIONS:**

None

**RECOMMENDED BOARD ACTION:**

Consider a motion to accept the lowest responsible bid and authorize the Township Manager to enter into a contract with DiGiulio's Clothing & Footwear to provide uniforms and accessories services to the Per Diem Union employees pursuant to the Collective Bargaining Agreement.

