



March 31, 2025

JENKB13046

Mr. George K. Locke
Borough Manager/Zoning Officer
700 Summit Avenue
Jenkintown, PA 19406

**RE: Borough of Jenkintown
Wastewater Collection System
2024 Chapter 94 Annual Municipal Wasteload Management Report**

Dear Mr. Locke:

Attached for your records are two (2) copies of the 2024 Chapter 94 Annual Municipal Wasteload Management Report. As per the PADEP new policy, a copy of the report was uploaded to the PADEP website electronically. A copy of the submission receipt is attached.

If you have any questions or comments with this submittal, please do not hesitate to contact me.

Sincerely,

PENNONI ASSOCIATES INC.

A handwritten signature in blue ink that reads "Khaled R. Hassan".

Khaled R. Hassan, PE
Borough Engineer

Enclosures

cc: Fred Gerloff – Aqua PA (copy of report sent via email)
George Wrigley – Abington Township (copy of report sent via email)

AAL/

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**MUNICIPAL WASTELOAD MANAGEMENT
ANNUAL REPORT FOR 2024**

**BOROUGH OF JENKINTOWN
MONTGOMERY COUNTY, PA**

MARCH 2025

Prepared by:

Pennoni Associates Inc.
3100 Horizon Drive, Suite 200
King of Prussia, PA 19406

Prepared for:

Borough of Jenkintown
700 Summit Avenue
Jenkintown, PA 19046



George Locke
Borough of Jenkintown
Borough Manager



Khaled R. Hassan, PE
Pennoni Associates, Inc.
Borough Engineer

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CHAPTER 94 MUNICIPAL WASTELOAD MANAGEMENT ANNUAL REPORT

For Calendar Year: 2024

- Permittee is owner and/or operator of a POTW or other sewage treatment facility
- Permittee is owner and/or operator of a collection system tributary to a POTW not owned/operated by permittee

GENERAL INFORMATION			
Permittee Name:	Borough of Jenkintown	Permit No.:	PA
Mailing Address:	700 Summit Avenue	Effective Date:	N/A
City, State, Zip:	Jenkintown, PA 19046	Expiration Date:	N/A
Contact Person:	George Locke	Renewal Due Date:	N/A
Title:	Borough Manager	Municipality:	Jenkintown Borough
Phone:	215-885-0700	County:	Montgomery
Email:	glocke@jenkintownboro.com	Consultant Name:	Pennoni Associates, Inc.
CHAPTER 94 REPORT COMPONENTS			
<p>1. Attach to this report a line graph depicting the monthly average flows (expressed in MGD) for each month for the past 5 years and projecting the flows for the next 5 years. The graph must also include a line depicting the hydraulic design capacity per the WQM permit. (25 Pa. Code § 94.12(a)(1))</p> <p>Check the appropriate boxes:</p> <p><input type="checkbox"/> Line graph for flows attached (Attachment)</p> <p><input checked="" type="checkbox"/> DEP Chapter 94 Spreadsheet used (Attachment 1)</p> <p><input checked="" type="checkbox"/> Section 1 is not applicable (report is for a collection system).</p>			
<p>2. Attach to this report a line graph depicting the monthly average organic loads (express as lbs BOD5/day) for each month for the past 5 years and projecting the organic loads for the next 5 years. The graph must also include a line depicting the organic design capacity of the treatment plant per the WQM permit. (25 Pa. Code § 94.12(a)(2))</p> <p>Check the appropriate boxes:</p> <p><input type="checkbox"/> Line graph for organic loads attached (Attachment)</p> <p><input type="checkbox"/> DEP Chapter 94 Spreadsheet used (Attachment)</p> <p><input checked="" type="checkbox"/> Section 2 is not applicable (report is for a collection system).</p>			
<p>3. If the DEP Chapter 94 Spreadsheet was not used to determine projections, discuss the basis for the hydraulic and organic projections. In all cases, include a description of the time needed to expand the plant to meet the load projections, if necessary, and data used to support the projections should be included in an appendix to this report. (25 Pa. Code § 94.12(a)(3))</p> <p>PA DEP Spreadsheet was used. A table listing the proposed future connections is included in the narrative.</p>			

4. Attach a map showing all sewer extensions constructed within the past calendar year, sewer extensions approved or exempted in the past year in accordance with Act 537 and Chapter 71, but not yet constructed, and all known proposed projects which require public sewers but are in the preliminary planning stages. The map must be accompanied by a list summarizing each extension or project and the population to be served by the extension or project. If a sewer extension approval or proposed project includes schedules describing how the project will be completed over time, the listing should include that information and the effect this build-out-rate will have on populations served. (25 Pa. Code § 94.12(a)(4))

Check the appropriate boxes:

- Map showing sewer extensions constructed, approved/exempted but not yet constructed, and proposed projects attached (**Attachment 4**)
- List summarizing each extension or project attached (**Attachment**)
- Schedules describing how each project will be completed over time and effects attached (**Attachment 4**)

Comments:

Map showing proposed future projects and summary table is included in Attachment 4.

5. Discuss the permittee's program for sewer system monitoring, maintenance, repair and rehabilitation, including routine and special activities, personnel and equipment used, sampling frequency, quality assurance, data analyses, infiltration/inflow monitoring, and, where applicable, maintenance and control of combined sewer regulators during the past year. Attach a separate sheet if necessary. (25 Pa. Code § 94.12(a)(5))

See the attached narrative (Section 2).

6. Discuss the condition of the sewer system including portions of the system where conveyance capacity is being exceeded or will be exceeded in the next 5 years and portions where rehabilitation or cleaning is needed or is underway to maintain the integrity of the system and prevent or eliminate bypassing, CSOs, SSOs, excessive infiltration and other system problems. Attach a separate sheet if necessary. (25 Pa. Code § 94.12(a)(6))

Check the appropriate boxes:

- System experienced capacity-related bypassing, SSOs or surcharging during the report year. On a separate sheet, list the date, location, and reason for each bypass, SSO or surcharge event.
- System did not experience capacity-related bypassing, SSOs or surcharging during the report year.

Comments:

See attached narrative.

7. Attach a discussion on the condition of sewage pumping (pump) stations. Include a comparison of the maximum pumping rate with present maximum flows and the projected 2-year maximum flows for each station. (25 Pa. Code § 94.12(a)(7))

Check the appropriate boxes:

- The collection system does not contain pump stations
- The collection system does contain pump stations (Number –)
- Discussion of condition of each pump station attached (**Attachment**)

8. If the sewage collection system receives industrial wastes (i.e., non-sanitary wastes), attach a report with the information listed below. (25 Pa. Code § 94.12(a)(8))

- a. A copy of any ordinance or regulation governing industrial waste discharges to the sewer system or a copy of amendments adopted since the initial submission of the ordinance or regulation under Chapter 94, if it has not previously been submitted.
- b. A discussion of the permittee's or municipality's program for surveillance and monitoring of industrial waste discharges into the sewer system during the past year.
- c. A discussion of specific problems in the sewer system or at the plant, known or suspected to be caused by industrial waste discharges and a summary of the steps being taken to alleviate or eliminate the problems. The discussion shall include a list of industries known to be discharging wastes which create problems in the plant or in the sewer system and action taken to eliminate the problem or prevent its recurrence. The report may describe pollution prevention techniques in the summary of steps taken to alleviate current problems caused by industrial waste dischargers and in actions taken to eliminate or prevent potential or recurring problems caused by industrial waste dischargers.

Check the appropriate boxes:

- Industrial waste report as described in 8 a., b. and c. attached (**Attachment**)
- Industrial pretreatment report as required in an NPDES permit attached (**Attachment**)

9. Existing or Projected Overload.

Check the appropriate boxes:

- This report demonstrates an existing hydraulic overload condition.
- This report demonstrates a projected hydraulic overload condition.
- This report demonstrates an existing organic overload condition.
- This report demonstrates a projected organic overload condition.

If one or more boxes above have been checked, attach a Corrective Action Plan (CAP) to reduce or eliminate present or projected overloaded conditions under §§ 94.21 and/or 94.22 (relating to existing overload and projected overload). (25 Pa. Code § 94.12(a)(9))

- Corrective Action Plan attached (**Attachment**)

10. Where required by the NPDES permit, attach a Sewage Sludge Management inventory that demonstrates a mass balance of solids coming in and leaving the facility over the previous calendar year.

- Sewage Sludge Management Inventory attached (**Attachment**)

11. For facilities with CSOs and where required by the NPDES permit, attach an Annual CSO Report (including satellite combined sewer systems).

Annual CSO Report attached (**Attachment**)

12. For POTWs, attach a calibration report documenting that flow measuring, indicating and recording equipment has been calibrated annually. (25 Pa. Code § 94.13(b))

Flow calibration report attached (**Attachment C**)

RESPONSIBLE OFFICIAL CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowledge of violations. See 18 Pa. C.S. § 4904 (relating to unsworn falsification).

George Locke

Name of Responsible Official


Signature

215-885-0700

Telephone No.

3-28-25
Date

PREPARER CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared by me or otherwise under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowledge of violations. See 18 Pa. C.S. § 4904 (relating to unsworn falsification).

Khaled R. Hassan, PE, Borough Engineer

Name of Preparer


Signature

610-422-2499

Telephone No.

3/31/25
Date

1.0 INTRODUCTION

Pursuant to Chapter 94 of Title 25, Rules and Regulation of the Pennsylvania Department of Environmental Protection (PADEP), this annual Municipal Wasteload Management Report is submitted on behalf of the Borough of Jenkintown for the calendar year 2024. The information presented herein includes:

- A. General Description of the System.
- B. Analysis and projections of hydraulic loadings.
- C. Five Year Projections
- D. Sewer Extensions
- E. Sanitary Sewer Monitoring, Maintenance and Repair
- F. Condition of System
- G. Industrial Discharges
- H. Meter Calibration

2.0 EVALUATION OF SEWERAGE FACILITIES

2.1 General Description of the System

The majority of the Borough's sanitary sewer system was constructed in the 1920's. It includes approximately 10 miles of pipe and 350 manholes. The majority of the system consists of 8 to 12-inch diameter vitrified clay pipe (VCP) with brick manholes. An overall map of the Borough's sanitary sewer system is shown in Attachment 2.

The system collects sewage flows from within the Borough and conveys it to Cheltenham Township's collection system. In 2019, Cheltenham's system was purchased by AQUA Wastewater, Inc. (The Borough also conveys flows from a small area of Abington Township's system to AQUA's system).

In accordance with their Inter-Municipal Agreement (See Attachment 3) with Cheltenham Township (now AQUA America), the flow limits for each of the metering sites are as follows:

METER LOCATION	FLOW LIMIT (CFS)	FLOW LIMIT (MGD)	TOTAL (MGD)
WEST AVENUE	0.55	0.36	1.38
WYNCOTE HOUSE	0.83	0.54	
RUNNYMEDE AVENUE	0.75	0.48	

From Cheltenham Township (AQUA), flows are conveyed to the City of Philadelphia for treatment at the Northeast Wastewater Treatment Plant.

The Borough of Jenkintown does not have any municipal wastewater treatment facilities or pumping stations.

2.2 Analysis and Projections of Hydraulic Loadings

A. New Connections

In 2023, the total number of EDU’s within the system was 1,853.28. In 2024, no new EDU’s were connected to the system, therefore the current total EDU’s remains at 1,853.28 EDUs.

B. 2024 Meter Data

Jenkintown’s sewage system connects into Cheltenham Township’s (AQUA) system at three locations: Runnymede Avenue, West Avenue and Wyncote House. Each of these locations are metered to measure the flows entering Cheltenham’s (AQUA) system. The 2024-meter data collected from these meters is as follows:

1. Runnymede Avenue:

MONTH	RUNNYMEADE AVENUE		
	AVG DAILY FLOW (MGD)	MAX DAILY FLOW (MGD)	RAIN (INCHES)
JANUARY	0.258	0.388	6.24
FEBRUARY	0.255	0.306	1.66
MARCH	0.267	0.383	7.51
APRIL	0.348	0.496	4.51
MAY	0.198	0.251	2.60
JUNE	0.160	0.188	2.74
JULY	0.116	0.158	3.17
AUGUST	0.136	0.174	5.93
SEPTEMBER	0.128	0.147	0.44
OCTOBER	0.141	0.156	0.00
NOVEMBER	0.161	0.195	3.00
DECEMBER	0.143	0.171	4.11
YEARLY	0.192	0.251	41.91
FLOW LIMIT	0.48		

2. West Avenue:

MONTH	WEST AVENUE		
	AVG DAILY FLOW (MGD)	MAX DAILY FLOW (MGD)	RAIN (INCHES)
JANUARY	0.145	0.169	6.24
FEBRUARY	0.136	0.155	1.66
MARCH	0.142	0.189	7.51
APRIL	0.153	0.180	4.51
MAY	0.152	0.168	2.60
JUNE	0.148	0.157	2.74
JULY	0.138	0.150	3.17
AUGUST	0.150	0.164	5.93
SEPTEMBER	0.158	0.176	0.44
OCTOBER	0.135	0.159	0.00
NOVEMBER	0.127	0.146	3.00
DECEMBER	0.100	0.134	4.11
YEARLY	0.140	0.162	41.91
FLOW LIMIT	0.36		

3. Wyncote House:

MONTH	WYNCOTE HOUSE		
	AVG DAILY FLOW (MGD)	MAX DAILY FLOW (MGD)	RAIN (INCHES)
JANUARY	0.142	0.202	6.24
FEBRUARY	0.116	0.149	1.66
MARCH	0.127	0.241	7.51
APRIL	0.129	0.224	4.51
MAY	0.111	0.143	2.60
JUNE	0.087	0.101	2.74
JULY	0.094	0.117	3.17
AUGUST	0.114	0.142	5.93
SEPTEMBER	0.115	0.124	0.44
OCTOBER	0.118	0.133	0.00
NOVEMBER	0.129	0.153	3.00
DECEMBER	0.131	0.165	4.11
YEARLY	0.118	0.241	41.91
FLOW LIMIT	0.54		

4. Overall Summary Table:

MONTH	2024 - HYDRAULIC LOADING (MGD)				
	RUNNYMEADE AVENUE	WEST AVENUE	WYNCOTE HOUSE	TOTAL	RAIN (INCHES)
JANUARY	0.258	0.145	0.142	0.545	6.24
FEBRUARY	0.255	0.136	0.116	0.508	1.66
MARCH	0.267	0.142	0.127	0.536	7.51
APRIL	0.348	0.153	0.129	0.630	4.51
MAY	0.198	0.152	0.111	0.460	2.60
JUNE	0.160	0.148	0.087	0.395	2.74
JULY	0.116	0.138	0.094	0.348	3.17
AUGUST	0.136	0.150	0.114	0.399	5.93
SEPTEMBER	0.128	0.158	0.115	0.400	0.44
OCTOBER	0.141	0.135	0.118	0.394	0.00
NOVEMBER	0.161	0.127	0.129	0.416	3.00
DECEMBER	0.143	0.100	0.131	0.374	4.11
ANNUAL AVERAGE	0.192	0.140	0.118	0.450	41.91
3 MONTH MAX AVERAGE	0.290	0.151	0.149	0.558	
HYDRAULIC RATIO	1.507	1.077	1.266	1.398	

As shown in the Tables above, the flows for Runnymede Ave., West Ave. and Wyncote House meter locations were within the allowable limit as specified in the Agreement. The average daily flow for each basin during 2024 was 0.192 MGD, 0.140 MGD and 0.118 MGD, respectively. The hydraulic peaking factor per basin was; (3 month max. avg. flow / average daily flow) Runnymede Avenue – 1.507, West Avenue – 1.077 and Wyncote House - 1.266 (Per the Pennsylvania Department of Environmental Protection’s Domestic Wastewater Facilities Manual, the recommended peaking factor for sewer mains is 2.5).

The annual average flow 2024 for the entire system was 0.450 MGD which is a slight increase of 0.079 MG from year 2023.

2.3 Five Year Projections

A. Known/proposed Projects

The known proposed projects and EDU totals for the Borough are shown in the Table below (See Attachment 4 for a map of the proposed project locations):

ITEM NO.	JENKINTOWN DEVELOPMENT NAME	EDU PROJECTION USAGE					
		TOTAL	2025	2026	2027	2028	2029
1	Supermarket 93 York Road/ Commercial Project	9	9				
2	111 York Road Jamacain Restaurant	12	12				
3	459/471 24 Unit Apt 8,000 SF Commercial	27			27		
4	610/680 York Road Tenant Fitouts	16		6	4		6
5	Redevelopment of Borough Property (Hotel)	140		60	80		
6	610 York Road Starbucks	6		6			
7	100 York Road Smoothy King	2	2				
8	501 Washington Lane Apartment Building 26 apartments	19	19				
9	101 Greenwood Avenue Tenant Fitout	12				12	
10	100 Greenwood Verizon Building	50			50		
11	440 York Road Wyndam Hotel	50	50				
12	Boro Hall/Police Complex	30			22	8	
13	216 York Rd. Retail	1	1				
14	213 York Rd. Retail	2	2				
15	610 York Rd - TOD Living	125		125			
16	115 West Ave Office Fitout	14	3	6		5	
17	TOD Living - Jenkintown/Wyncote Train	90				90	
18	821 Homestead - 24 Unit Apt/3 units in church/2 units in Hall	19	19				
19	400 York Road 9 Apts & Commercial	14	14				
20	610 York Road Tinytown	10	10				
21	715 West Ave Event Space	2	2				
22	604 West Ave 6 Apts	4		4			
23	405 York (401 York,721/723/725/729 West Ave) 8 Apts & Commercial	18	18				
	Unallocated	211	41	45	30	35	60
	Infill Development	40	8	8	8	8	8
	Institutional Re-Use	24		10	4		10
	TOTAL	947	210	270	225	158	84

B. The projected five-year future flows are shown in the PADEP Spreadsheet.

2.4 Sewer Extensions

No sanitary sewer extensions were installed within the Borough during 2024.

2.5 Sanitary Sewer Monitoring, Maintenance and Repair

A. Infiltration/Inflow Program

The Borough remains vigilant with respect to repairing known sources of infiltration and inflow. During 2015-2016, the Borough Contracted and completed a cleaning and televising project of all their sewer mains.

In October 2016, the Borough authorized Pennoni to prepare a report summarizing the findings of the television inspections. The condition of the televised pipe segments was evaluated, and recommended repair methods were documented. The Borough intends to repair and rehabilitate the pipe segments as recommended. Repairs will be completed in the order of the severity of the defect and as the budget permits.

B. Monitoring and Maintenance

The Borough has an annual inspection and maintenance program. The program includes inspecting the system on a routine basis to determine the condition of the system as well as address any defects. Based on the routine inspections performed in 2024, the sanitary sewer system is operating as required.

C. Lateral Program

The Borough also enacted a lateral inspection program in 2017 based on Ordinance No. 2017-5 (See Attachment 5). The ordinance requires that prior to any real estate property transaction, the building sewer lateral be televised from the main to the private dwelling. Any observed defects in the line are to be corrected prior to issuance of a Certificate of Occupancy. The program was implemented to identify breaks, cracks, and defective sewer laterals. In 2024, 41 laterals were inspected.

D. Sump Pump Program

The Borough also actively pursues the elimination of illegally connected sump pumps. Borough personnel check for illegal sump pump connections, suspicious downspouts and open clean outs during their routine building inspections. During 2024, no illegal connections were found.

E. Flows after Large Wet Weather Events

The following table lists the number of 1-inch or greater rain events that occurred during 2024.

DATE	RAIN FALL TOTAL (INCHES)	RUNNYMEADE AVENUE		WEST AVENUE		WYNCOTE HOUSE	
		FLOW (DAY OF EVENT MGD)	FLOW (DAY AFTER EVENT MGD)	FLOW (DAY OF EVENT MGD)	FLOW (DAY AFTER EVENT MGD)	FLOW (DAY OF EVENT MGD)	FLOW (DAY AFTER EVENT MGD)
01/09/24	2.760	0.200	0.320	0.130	0.169	0.104	0.202
03/02/24	1.290	0.195	0.274	0.122	0.148	0.116	0.155
03/09/24	1.530	0.207	0.281	0.136	0.166	0.117	0.168
03/23/24	2.840	0.273	0.383	0.137	0.189	0.098	0.241
04/02/24	1.070	0.334	0.386	0.145	0.159	0.126	0.156
04/03/24	1.660	0.386	0.496	0.159	0.180	0.156	0.224
06/14/24	1.270	0.144	0.158	0.125	0.137	0.095	0.101
08/06/24	1.760	0.116	0.135	0.138	0.143	0.105	0.112
08/08/24	1.180	0.101	0.159	0.147	0.156	0.090	0.142
ALLOWABLE LIMIT (MGD)		0.48		0.54		0.36	

As shown on the table above, the highest flow during 1” or larger rain events exceeded the allowable limit of 0.48 MGD on 04/03/24 at 0.496 MGD in the two (2)-day after the storm event in the Runnymede Avenue sewer shed. However, the monthly average flows for the Runnymede Avenue sewer shed, as well as the West Avenue and Wyncote House sewer shed areas, were all below the Hydraulic design limit. The Borough has and continues to monitor and address I&I issues for its service area.

F. Sewer Repair

1. 2018 CIPP Lining Project:

In 2017, the Borough received the Pennsylvania Small Water and Sewer grant in the amount of \$150,000. In conjunction with the grant award, in 2018, the Borough awarded their CIPP lining contract to National Water Main Cleaning Company for \$146,997. The scope of the project included CIPP lining of approximately 3,600 linear feet of 8” main, reinstatement of approximately 37 active laterals and approximately 120 linear feet of 8” CIPP spot repairs (20 repairs total).

2. 2019 CIPP Lining Project:

In 2018, the Borough received the Pennsylvania Small Water and Sewer grant in the amount of \$390,786. In conjunction with the award, during 2019, the Borough receive bids for their lining project. The scope of the

project included the rehabilitation of the West Avenue and Wyncote House basins. The following tables summarize the project:

Jenkintown Sewer Rehabilitation	
Description	Length (lf)
CIPP lining – 8” mains	6,851
CIPP lining – 10” mains	153
CIPP Spot Repair – 8” mains	153

The project was completed in 2020.

2.6 Condition of System

A. Overall Condition of System

The collection system is in fair condition. Most of the system was constructed with vitrified clay pipe (VCP) in the 1920’s. Due to the age of the system some repairs are recommended as noted above.

B. Conveyance Capacity and Projected Flows

The overall system capacity is adequate for the current flows as well as the five-year projected flows. Therefore, a hydraulic overload condition is not anticipated in the next five years.

C. SSO’s

No sanitary sewer overflows were observed during 2024.

2.7 Industrial Discharges

At this time, there are no “Industrial” users connected to the Borough’s system.

The restaurants within the Borough have been contacted regarding the enforcement of grease discharges from their facilities. Borough personnel continue to monitor the system for excessive grease deposits and/or accumulations.

2.8 Meter Calibrations

The Borough is under Contract with W.G. Malden to perform the necessary quarterly meter maintenance and calibration for the three metering locations. The Meter Calibration Reports are located in Attachment 6.

ATTACHMENTS:

- Attachment 1 PA DEP Spreadsheet and Graph
- Attachment 2 Overall Sewer Map
- Attachment 3 Inter-Municipal Agreement
- Attachment 4 Map of Proposed Projects/EDUs
- Attachment 5 Ordinance No. 2017-5
- Attachment 6 Meter Calibration Reports

Attachment 1 - PA DEP Spreadsheet and Graph

PADEP Chapter 94 Spreadsheet
Sewage Treatment Plants

Reporting Year:

Facility Name:

Permit No.:

Persons/EDU:

Existing Hydraulic Design Capacity: MGD

Existing Organic Design Capacity: lbs BOD5/day

Upgrade Planned in Next 5 Years? Year:

Upgrade Planned in Next 5 Years? Year:

Future Hydraulic Design Capacity: MGD

Future Organic Design Capacity: lbs BOD5/day

Monthly Average Flows for Past Five Years (MGD)

Month	2020	2021	2022	2023	2024
January	0.371	0.355	0.373	0.359	0.545
February	0.361	0.315	0.333	0.387	0.508
March	0.368	0.359	0.32	0.387	0.536
April	0.392	0.378	0.431	0.364	0.63
May	0.412	0.334	0.45	0.366	0.46
June	0.409	0.341	0.416	0.343	0.395
July	0.389	0.364	0.36	0.348	0.348
August	0.382	0.378	0.332	0.343	0.399
September	0.373	0.438	0.353	0.362	0.4
October	0.375	0.346	0.379	0.386	0.394
November	0.388	0.381	0.364	0.372	0.416
December	0.41	0.361	0.373	0.43	0.374

Monthly Average BOD5 Loads for Past Five Years (lbs/day)

Month	2020	2021	2022	2023	2024
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					

Annual Avg	0.386	0.363	0.374	0.371	0.45
Max 3-Mo Avg	0.404	0.393	0.432	0.396	0.558
Max : Avg Ratio	1.05	1.08	1.16	1.07	1.24
Existing EDUs	1,853.3	1,853.3	1,853.3	1,853.3	1,855.3
Flow/EDU (GPD)	208.3	195.9	201.8	200.2	242.6
Flow/Capita (GPD)	59.5	56.0	57.7	57.2	69.3
Exist. Overload?	NO	NO	NO	NO	NO

Annual Avg					
Max Mo Avg					
Max : Avg Ratio					
Existing EDUs	1,853	1,853	1,853	1,853	1,855
Load/EDU					
Load/Capita					
Exist. Overload?					

Projected Flows for Next Five Years (MGD)

	2025	2026	2027	2028	2029
New EDUs	204.0	270.0	225.0	158.0	84.0
New EDU Flow	0.0428	0.0566	0.0472	0.0331	0.0176
Proj. Annual Avg	0.432	0.4886	0.5358	0.5689	0.5865
Proj. Max 3-Mo Avg	0.483	0.546	0.599	0.636	0.656
Proj. Overload?	NO	NO	NO	NO	NO

Projected BOD5 Loads for Next Five Years (lbs/day)

	2025	2026	2027	2028	2029
New EDUs	204	270	225	158	84
New EDU Load	119.136	157.680	131.400	92.272	49.056
Proj. Annual Avg	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Proj. Max Avg	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Proj. Overload?	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Show Precipitation Data on Hydraulic Graph?

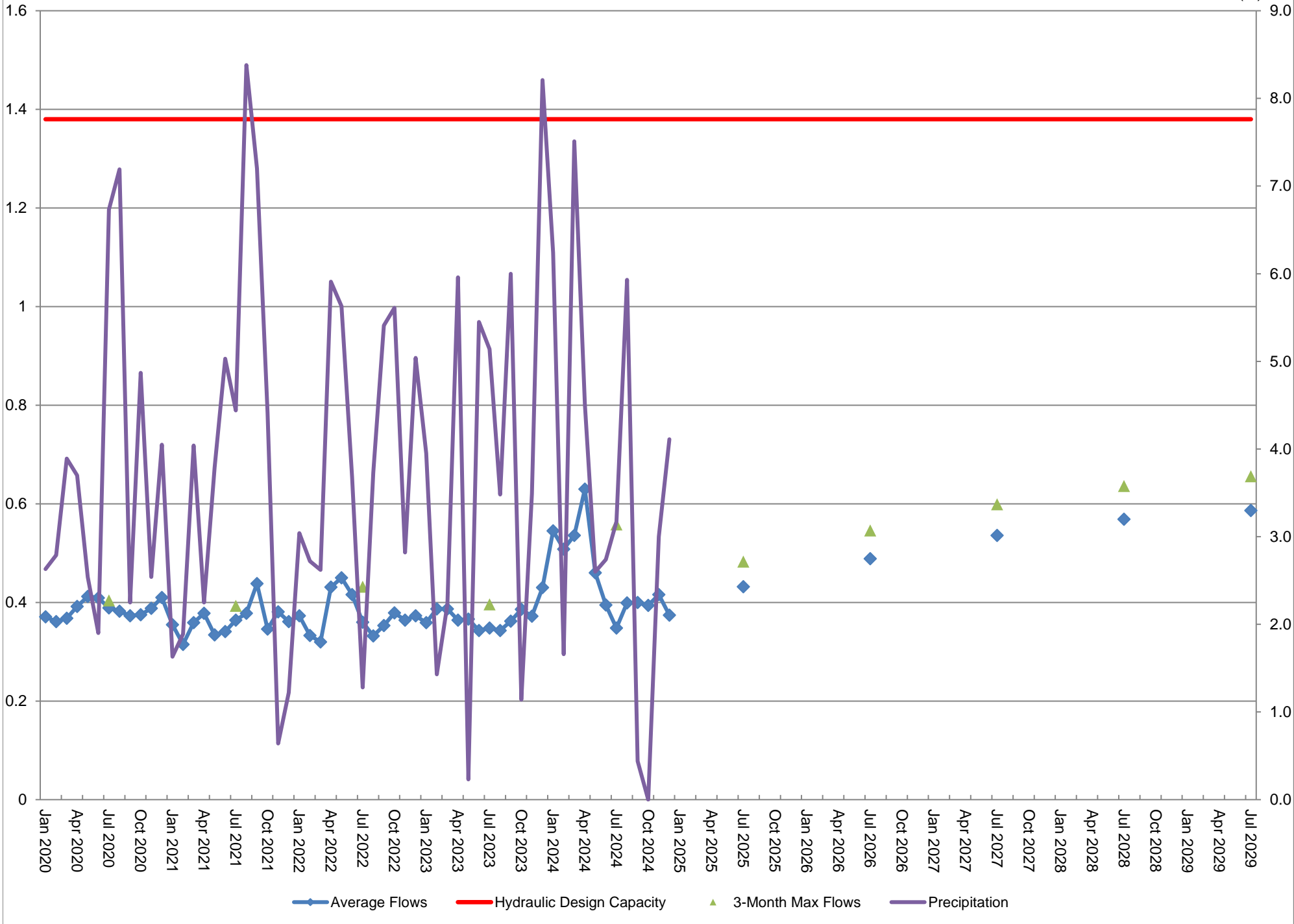
Total Monthly Precipitation for Past Five Years (Inches)

Month	2020	2021	2022	2023	2024
January	2.63	1.63	3.04	3.95	6.24
February	2.79	1.89	2.72	1.43	1.66
March	3.89	4.04	2.62	2.23	7.51
April	3.7	2.25	5.91	5.96	4.51
May	2.54	3.79	5.63	0.23	2.6
June	1.9	5.03	3.68	5.45	2.74
July	6.73	4.44	1.28	5.14	3.17
August	7.19	8.38	3.73	3.48	5.93
September	2.25	7.2	5.41	6.0	0.44
October	4.87	4.41	5.61	1.14	0.0
November	2.54	0.64	2.82	3.49	3.0
December	4.05	1.22	5.04	8.21	4.11

5-Year Measured and Projected Hydraulic Loads

MGD

Precip (in)



—◆— Average Flows — Hydraulic Design Capacity ▲ 3-Month Max Flows — Precipitation

Attachment 2 - Overall Sewer Map



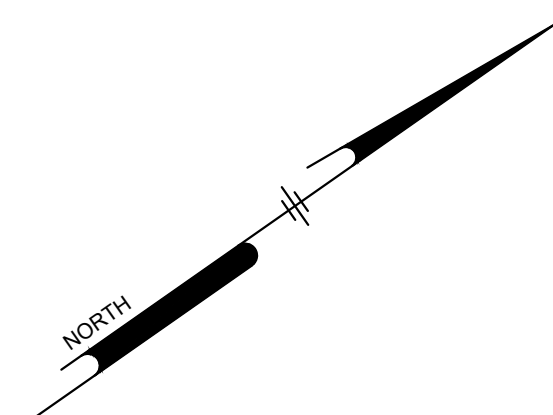
ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR
 AND OWNER MUST BE NOTIFIED OF ANY
 DISCREPANCIES BEFORE PROCEEDING WITH WORK

2024 CHAPTER 94 REPORT
 JENKINTOWN, PA
JENKINTOWN BOROUGH
SANITARY SEWER SYSTEM
 BOROUGH OF JENKINTOWN
 700 SUMMIT AVENUE
 JENKINTOWN, PA 19046

NO.	DATE	REVISIONS	BY

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

PROJECT	JENKB13046
DATE	2024-03-25
DRAWING SCALE	1" = 225'
DRAWN BY	JPR
APPROVED BY	FAC



LEGEND

	BUILDING
	PROPERTY LINE
	TOWNSHIP BOUNDARY
	JENKINTOWN SANITARY LINE
	CHELTEHAM OR ABINGTON SANITARY LINE
	CHELTEHAM OR ABINGTON PARCEL



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 PROJECT STATUS:

Attachment 3 Inter-Municipal Agreement

WASTEWATER SERVICE AGREEMENT
BETWEEN CHELTENHAM TOWNSHIP AND JENKINTOWN BOROUGH

The Agreement (“Agreement”) is made this _____ day of _____, 2014, (“Effective Date”) by the Township of Cheltenham, Montgomery County, Pennsylvania (“Cheltenham”) a body corporate and politic organized under the laws of the Commonwealth of Pennsylvania, having a principal place of business at 8230 Old York Road, Elkins Park, Pennsylvania, and the Borough of Jenkintown, Montgomery County, Pennsylvania, (“Jenkintown”), a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania, having a principal place of business at 700 Summit Avenue, Jenkintown, Pennsylvania 19046 (collectively referred to as the “Parties”).

BACKGROUND

WHEREAS, Cheltenham owns and operates wastewater collection and conveyance facilities providing service to convey Wastewater (“Wastewater Conveyance Services”); and

WHEREAS, the Parties have entered into prior Wastewater Agreements whereby Cheltenham agreed to provide Jenkintown with Wastewater Conveyance Services; and

WHEREAS, the Parties are subject to revised conditions contained in the Agreement between Cheltenham and Philadelphia; and,

WHEREAS, the Parties desire to rescind all previous Agreements prior to the effective date of the Agreement; and

WHEREAS, a revised Agreement between Cheltenham and Jenkintown is required in order to update the regional PA Act 537 Sewage Facilities Plan; and

WHEREAS, Jenkintown desires to continue to procure Wastewater Conveyance Services from Cheltenham to ensure conveyance to the City of Philadelphia (“City”) for wastewater treatment for Jenkintown; and

WHEREAS, the Parties desire to enter a new Wholesale Wastewater Agreement, which shall address, but is not limited to, Jenkintown’s Flow Limits at its Points of Interconnection with Cheltenham’s Conveyance System, Conveyance Fees, Pass-Thru City Wastewater Treatment Fees, Exceedance Fees, and Management and Administration Fees.

WHEREAS, Cheltenham may at times be managing a Corrective Action Plan (“CAP”) mandated by the Pennsylvania Department of Environmental Protection (“PADEP”), which requires Cheltenham to maximize the conveyance capacity in its sanitary sewer system and to minimize the volume and duration of discharges from Sanitary Sewer Overflows (“SSOs”), and a Connection Management Plan (“CMP”) mandated by PADEP, which defines and restricts the number of new connections to its sanitary sewer system; and

WHEREAS, Cheltenham, in order to eliminate and prevent SSOs, must limit the inflow and infiltration from sanitary sewer systems within Cheltenham and from its tributary customers, including Jenkintown; and

WHEREAS, Cheltenham desires to provide and Jenkintown desires to utilize Wastewater Conveyance Services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

I. DEFINITIONS

For the purposes of this Agreement, the following terms and phrases shall have the following meanings:

- A. Act 537 Plan: A comprehensive plan for the provision of adequate sewage systems adopted by a municipality or municipalities possessing authority or jurisdiction over the provision of the systems, and submitted to, and approved by, the PADEP, as required by the Pennsylvania Sewage Facilities Act.
- B. BOD₅ – Biochemical Oxygen Demand: The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20 degrees Celsius, expressed in terms of milligrams per liter (mg/l)
- C. City: City of Philadelphia
- D. Days: Days shall be Calendar Days.
- E. DRBC: Delaware River Basin Commission.
- F. EDU: Equivalent Dwelling Unit, equal to 262.5 gallons per day.
- G. Effective Date: The date that this intermunicipal Agreement is fully executed.
- H. EPA: United States Environmental Protection Agency.
- I. Fiscal Year: A fiscal year shall be the year beginning on January 1st of any given year and ending on December 31st of the same year.
- J. Flow Limit: The maximum amount of Wastewater that may be discharged by Jenkintown to Cheltenham as measured in Millions of Gallons per Day (“MGD”) and/or Cubic Feet per Second (“CFS”) for treatment as specified in Exhibit 1.
- K. Flow Exceedance: The condition in which sewage flow through any point of connection exceeds the Flow Limit at that point of connection.
- L. Industrial User: Any person that introduces an indirect discharge regulated under the Clean Water Act, state or local law to the POTW.
- M. Loading Limits: The maximum Biochemical Oxygen Demand (“BOD₅”) and Total Suspended Solids (“TSS”) loadings that may be discharged to Cheltenham’s conveyance system and the City for treatment.

- N. NEWPCP: Northeast Water Pollution Control Plant.
- O. Non-domestic User: Commercial, industrial or municipal users who discharge to the POTW.
- P. PADEP: Commonwealth of Pennsylvania Department of Environmental Protection
- Q. PCB: Polychlorinated Biphenyls.
- R. Prohibited Exceedance: Any exceedance of the Flow and/or Loading Limits established in this Agreement and Exhibits.
- S. POTW – Publically Owned Treatment Works. The treatment works, as defined by Section 212 of the Clean Water Act (33 U.S.C. 1251), which is owned by the City, including any devices and systems used in the storage, treatment, recycling, or reclamation of municipal sewage and industrial waste. This definition includes any sewers that convey wastewater to the POTW treatment plant, but does not include pipes, sewer or other conveyances not connected to a facility providing treatment. POTW shall also include any sewers that convey wastewater to the POTW from persons outside the City who are, by contract or agreement with the City, users of the City's POTW.
- T. Significant Industrial User ("SIU"): (1) any Industrial User subject to any national Categorical Pretreatment Standard; or (2) any Industrial User that discharges an average of 25,000 gallons per day or more of process wastewater to the POTW (excluding sanitary, non-contact cooling and boiler blow-down wastewater) or contributes a process waste stream which makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or (3) any Industrial User that is found by the City, PADEP, or EPA to have a reasonable potential, either alone or in conjunction with other discharges, to adversely affect the POTW, the Collector system, the Solid Waste By-Products of the POTW, or air emissions from the POTW.
- U. TSS: The total suspended matter that floats on the surface of, or is suspended in water, wastewater or liquids, and which is removable by laboratory filtering expressed in terms of concentration (milligrams per liter (mg/l)).
- V. Wastewater: The liquid waste and associated by-products conveyed by a sewer and may include domestic, commercial and industrial discharges.

II. TERM

- A. This Agreement shall become Effective on the Date this Agreement is fully executed and shall continue in force and effect unless terminated earlier as provided herein, through and until June 30, 2025 at which time it shall expire.

- B. Either Party shall have the right to terminate this Agreement as per terms and conditions of PADEP, for "cause" at any time, but only after twelve (12) months written notice. "Cause" shall mean:
- (1) Continuing exceedances of any of the Flow Limits contained in Exhibit 1, attached hereto and fully incorporated by reference. However, as long as Jenkintown remains in full compliance with Section III, Paragraph C, the Borough's existing exceedances shall not be deemed "cause" under this paragraph".
 - (2) Failure by Jenkintown to meet its financial obligations under this Agreement for a period of three (3) consecutive billing periods.
 - (3) Failure by Either Party to comply with a final decision or determination of an Arbitration Panel or court of competent jurisdiction rendered under this Agreement within three (3) months of the date the decision or determination became final, unless otherwise specified by the Arbitration Panel or court competent jurisdiction.
 - (4) Failure by Cheltenham to provide conveyance and treatment access as provided in this Agreement.

III. SCOPE OF SERVICES/WASTEWATER LIMITS

- A. Quantity: Cheltenham shall convey all wastewater and its by-products delivered by Jenkintown from approved points of interconnection identified in Exhibit 1 of this Agreement.
- B. Flow and Loading Limits: The wastewater delivered by Jenkintown to Cheltenham shall not exceed the Flow Limit as set forth in Exhibit 1 of this Agreement ("Flow Limit"). Any BOD and/or TSS exceedances noted by the City, upon determination of the source, will be allocated to, and paid for, by the source whether Cheltenham, Jenkintown, Abington and/or City, in proportion to the source's exceedance of the total BOD and/or TSS exceedance noted by the City. If the source is not determined, the BOD and/or TSS exceedance shall be paid for by Cheltenham, Jenkintown Abington and City in proportion to the flow allocation percentages and locations set forth in Exhibits 2A and 2B attached hereto.
- C. Prohibition on Discharges that Exceed the Flow Limit:
- (1) Jenkintown's wastewater flow from each point of connection shall not exceed the corresponding Flow Limit for the connection point as set forth in Exhibit 1 of the Agreement. In the event Jenkintown exceeds any of its Flow Limits, no sewer extensions or modifications that will cause or contribute to an exceedance of Jenkintown's Flow Limits shall be permitted without the prior written approval of Cheltenham unless required by a regulatory agency with jurisdiction or contained in an approved CMP. Jenkintown shall be responsible for all of Cheltenham's

costs and damages caused by Jenkintown's exceedances of the stated Flow Limits.

- (2) Within sixty (60) days of the effective date of this Agreement Jenkintown shall submit a report to Cheltenham detailing the inflow and infiltration ("I/I") reduction work performed in the Borough, future planned I/I work, and a schedule for implementation; and within sixty (60) days of any request for such issued in writing by Cheltenham, Jenkintown shall develop and implement an I/I reduction program, which will employ I/I reduction technologies and implementation of I/I reduction strategies consistent with Cheltenham's Corrective Action Plan ("CAP") mandated by PADEP.
 - (a) If, notwithstanding the implementation of the program under Section III.C(2), Jenkintown is exceeding its Flow Limit and/or Loading Limits, a report shall be submitted to Cheltenham within sixty (60) days of notice that Jenkintown is exceeding its Flow and/or Loading Limits which includes a description and proposed timeline for an I/I reduction program in the Tookany Basin within Jenkintown. The report shall address the reasons for the flow exceedance(s), level of exceedance(s), corrective action(s) to eliminate the exceedance(s), milestone dates for each corrective action to eliminate the exceedance(s) and flow data from remedied areas, including additional flow metering if reasonably needed. A quarterly update shall be submitted to Cheltenham by the fifteenth day of the month following the end of the quarter.
- (3) Within thirty (30) days of receipt of the report referred to in section III C (2) (a), authorized representatives of Jenkintown and Cheltenham shall meet to discuss the content of Jenkintown's I/I reduction program, including any revision to be required to conform with Cheltenham's Corrective Action Plan prior to implementation of the program. Unless Cheltenham submits written amendments to the program to Jenkintown no more than forty-five (45) days after the meeting, the I/I reduction program shall be deemed to be approved.

If Cheltenham is subject to charges by the City for failure to submit a written plan of action to eliminate prohibited exceedances and Jenkintown has exceeded its Flow Limits during any part of the time period the prohibited exceedances occurred, then Jenkintown will pay as follows:

 - (a) If neither municipality submits a plan to the City which is approved, or if a joint plan developed by both municipalities is not approved by the City, Jenkintown shall pay its share of the charges imposed by the City corresponding to the ratio of Jenkintown's exceedance of its Flow Limit to the total amount of prohibited exceedances for which notice has been provided by the City; or,
 - (b) If only one municipality fails to submit an approvable plan, that municipality shall be responsible for the full amount of the charges to the City. Should Jenkintown and Cheltenham agree to challenge such charges imposed by the City, all legal costs and attorneys' fees will be apportioned to each municipality in accordance with the ratio of each municipality's

respective exceedance of its Flow Limit to the total amount of prohibited exceedances for which notice has been provided by the City.

- (5) In the event of a Flow Exceedance by Jenkintown, nothing herein shall require Cheltenham to certify the availability of, and/or make available, conveyance capacity within the Cheltenham sanitary sewer system for Jenkintown for additional connections, except as provided under a PADEP Connection Management Plan (CMP), until Flow Exceedance have been eliminated, or abated sufficiently for PADEP to approve each connection. If PADEP proposes to restrict or expand EDUs for Cheltenham by way of a CMP, Jenkintown shall be included in all such discussions with PADEP. Provided Jenkintown is not exceeding its Flow Limits, in the event that EDUs to Cheltenham are increased via a CMP, Cheltenham shall assign a share of the EDUs approved by PADEP to Cheltenham, Jenkintown, and Abington in proportion to each party's cost sharing percentage, except for EDUs released due to specific I & I reduction as the result of work performed and/or financed by a particular party or parties; provided, however, if allocation by PADEP is a requirement of the release of EDUs under a CMP, then the allocation need not be made unless PADEP approves it.
- (6) Under no circumstances whatsoever shall the additional flow from any new or enlarged sanitary sewer, should such be built by Jenkintown, cause or contribute, by virtue of its flow exceedance, to the unpermitted discharge of sewage from anywhere within Cheltenham or the City.

D. Exceedance Charges:

Exceedances of Jenkintown's Flow Limit can cause serious environmental and operational problems for Cheltenham. Exceedances can cause localized sections of Cheltenham's sewer system to become surcharged and result in unpermitted discharges of sewage within Cheltenham. Exceedances can increase or contribute to the volume and duration of SSOs contrary to Cheltenham's CAP and CMP. Exceedances can cause operational and maintenance issues, as well as make future sewage facilities planning much more difficult. Finally, such exceedance can result in, or contribute to, Cheltenham being required to significantly increase its capital and operating expenditures, pay significant environment fines, and/or pay Exceedance Charges to the City as per Cheltenham's Agreement with the City.

Therefore, to ensure exceedances of Flow Limits will not occur, Cheltenham imposes Exceedance Charges on its Wastewater Conveyance Services customers. Should Jenkintown exceed any of its Flow Limits contained in Exhibit 1, Jenkintown shall pay Exceedance Charges, as set forth below, in full, as part of their next billing statement.

Any exceedance charges which Cheltenham chooses to advance to the City for Jenkintown flow exceedances by Jenkintown will be reimbursed to Cheltenham by Jenkintown. Such charges shall be paid in accordance with the charge formula in place for Cheltenham exceedances into the City. Any flow exceedance by Jenkintown for which no exceedance charge is paid by Cheltenham to the City shall

be assessed flow exceedance charges as follows: for each 30 minute period recorded flow rate where the 30 minute average flow at any point of connection exceeds the Flow Limit for that point of connection as set forth in Exhibit 1, Jenkintown shall pay Cheltenham \$110 for each CFS of exceedance or portion thereof.

During 2015, and for each calendar year thereafter, the Exceedance Charges stated above will be adjusted in accordance with the changes in the Consumer Price Index for the prior calendar year, upon the availability of the Consumer Price Index for January of each subsequent year. The index to be used for this adjustment shall be the Consumer Price Index published by the U.S. Bureau of Labor Statistics for all urban consumers ("CPIU") for the Northeast region of the U.S., all items.

These Exceedance Charges provisions continue in full force and effect for as long as Cheltenham provides Wastewater Conveyance Services to Jenkintown. Exceedance Charges shall not be assessed, however, for those storm events that are so severe that the PADEP has waived fines and penalties across the region for such events, where such fines are waived by PADEP for both Jenkintown and Cheltenham.

- E. Certification of Sewer Capacity. Cheltenham, in its sole, absolute and complete discretion, may determine that Cheltenham does not have adequate sewer capacity to permit additional sewer connections to any part of Jenkintown's system that will discharge to Cheltenham if Jenkintown has exceeded a Flow Limit set forth in Exhibit 1 and has failed to comply with Section III C (6) (c) or failed to submit an appropriate Corrective Action Plan as provided under Section D of this Agreement.
- F. Polychlorinated Biphenyls Minimization. DRBC's Water Quality Regulation and Water Code Section 4.30.9 require the City to implement a Pollutant Minimization Plan ("PMP") at its Northeast Water Pollution Control Plant ("NEWPCP") to reduce its contribution of PCBs to the Delaware Estuary. As a system contributing wastewater to the City, Cheltenham must comply with this requirement. In order to insure Cheltenham's compliance with this requirement, Jenkintown shall:
- (1) Within ninety (90) days of the Effective Date of this Agreement, supply the City and Cheltenham with complete information regarding PCBs sources within Jenkintown that can potentially be discharged to sanitary sewers or are present in wastewater conveyed by sanitary sewers.
 - (2) Provide to the City and Cheltenham an annual update regarding PCB sources within Jenkintown that can potentially be discharged to sanitary sewers or are present in wastewater conveyed by sanitary sewers for City's annual PMP report. The update shall be submitted at least thirty (30) days prior to the due date of City's report to DRBC.
 - (3) Implement any and all new and/or more stringent PCB requirements or reductions that may be imposed upon the City's NEWPCP. Jenkintown agrees upon sixty days' advance notification, to implement these requirements simultaneously with the City's implementation of these new requirements.
 - (4) Accept a not-to-exceed a numeric limit for PCB discharge into the NEWPCP which shall be consistent with Jenkintown's proportionate flow into the

NEWPCP in both dry and wet weather situations in the event a numeric limit for PCBs is imposed upon discharges from the City's NEWPCP.

- (5) Upon request by the City and/or Cheltenham, implement a PMP throughout the entire drainage area of Jenkintown that contributes flow to the NEWPCP through Cheltenham in order to achieve that maximum practicable reduction, as defined in DRBC's regulation, of PCBs into the NEWPCP.

IV. BILLING, PAYMENTS AND CHANGE IN RATES

- A. Cost of Treatment. Jenkintown shall pay its share of the cost of treatment of wastewater at the City's facilities as charged by the City per Section IV.A.(1) below and as allocated by Cheltenham in proportion to Jenkintown's wastewater capacity in accordance with generally accepted wastewater rate methodologies; provided, however, that if any of Jenkintown's points of connection listed in Exhibit 1 are surcharging, Jenkintown shall also pay treatment charges for the amount of the surcharge.
 - (1) Treatment charges to be paid by Jenkintown shall be in proportion to Jenkintown's capacity (in addition to payment for treatment charges for any surcharging as referred to in Section IV.A. above) consisting of the Annual Lump Sum charge, the actual cost of the volume charge, the actual cost of the capacity charge, the actual cost of the BOD and TSS charges, and management fees of twelve percent (12%) of all of the foregoing as allocated by Cheltenham in compliance with this Agreement.
- B. Operation and Maintenance Charges. Jenkintown shall pay to Cheltenham a portion of the cost of maintaining and keeping in repair the sewer systems of Cheltenham and the City used by Jenkintown, said cost to be apportioned in accordance with the following formula: $(\text{costs of repair and maintenance}) \times [(\text{allocated capacity from Jenkintown at point of connection to City}) / (\text{total capacity at point of connection of Jenkintown to City})]$. Cheltenham shall present to Jenkintown as part of the quarterly bills sent to Jenkintown by Cheltenham throughout the year, a statement of the cost of maintenance and repairs and Jenkintown's share thereof in accordance with the formula set forth in this Sub-Section B. Examples of sewer system maintenance and repair include point repairs, televising and grouting, and flushing.
- C. Capital Improvement Charges. If it is determined at any time in the future that an upgrade, new conveyance system, or appurtenances are necessary within the interceptor transporting Jenkintown's wastewater flows within Cheltenham or the City, and the project conveys or affects Jenkintown's wastewater flow, then Jenkintown shall be responsible for its pro-rata share of the construction costs for such in accordance with its cost sharing percentage based on Exhibit 1, including, but not limited to, engineering, permitting, financing, flow evaluation, I&I reduction effectiveness and design services cost of the project. Each year, beginning with the year 2014, Cheltenham agrees to inform Jenkintown of any such projects proposed for the following year and agrees to submit to Jenkintown an engineer's report to include an estimate and project schedule during preliminary design and again during

final design by September 15 of the given year. Jenkintown has thirty (30) days to respond and comment. Cheltenham and/or its engineering consultant shall provide a cost allocation analysis which defines Jenkintown's share of construction costs including, but not limited, engineering, permitting, financing, flow evaluation, I&I reduction effectiveness and design services cost of the project to Jenkintown in accordance with the formula set forth in this paragraph.

- D. Fines. If at any time Cheltenham should experience an SSO within the Conveyance System in which it serves Jenkintown, and it is demonstrated that wastewater flows from Jenkintown were in exceedance of its Flow Limit and contributed to the SSO, Jenkintown shall be responsible for its proportionate share of the cleanup and any fine associated with the SSO event that are levied by PADEP and/or EPA. Such allocation shall be determined by the Cheltenham Engineer. If any party does not agree with the allocation of cost shares, Jenkintown shall pay its share, as allocated by the Cheltenham Engineer, to Cheltenham if and when Cheltenham is called upon to make payment and such disputing party shall resort to the dispute resolution procedures set forth in Section VIII following payment. Jenkintown shall pay its share based on its exceedance of its Flow Limit all exceedance charges imposed by the City, if any, in addition to any sewage flow quantities for which it pays fines or cleanup costs.
- E. Long Term Control Plan of City. Jenkintown agrees to pay Jenkintown's share of all capital projects and all operation and maintenance expenses, depreciation, and return on investment for the capital portion of the Long Term Control Plan ("LTCP") costs necessary for the City to comply with and implement the City's LTCP throughout the City of Philadelphia in accordance with the applicable table(s) labeled "Maximum Allowable Flow 18 CFS*" and "Maximum Allowable Flow 29 CFS*" in Exhibit 1 and "Percent Contribution Calculations" set forth in Exhibit 2A and the "Percent Contribution Map" set forth in Exhibit 2B attached hereto. Therefore, facilities allocated to Jenkintown for which Jenkintown agrees to pay its proportionate share of capital projects and all operation and maintenance expenses shall include both those facilities related to the City's POTW as well as those facilities necessary for the City to comply with and implement the LTCP throughout the City of Philadelphia.
- F. Review. Jenkintown shall have the right, upon written request, to review Cheltenham's method of computing the charges for, and allocating the cost of providing to Jenkintown wastewater conveyance through Cheltenham and treatment services by the City. Such review shall be subject to the provisions to Notice of Changes in rates (Section IV G).
- G. Expansion of City Sewer Line. Jenkintown agrees to pay Jenkintown's share of the cost of designing one of the following options: (1) a new sewer line within the City or (2) an equalization tank or tanks to accommodate the 29 CFS as more fully provided in the Agreement between the City and Cheltenham Township. Jenkintown shall be responsible for paying its share of only one of the above mentioned options and shall do so in accordance with the applicable table(s) labeled "Percent Contribution Calculations" set forth in Exhibit 2A and the "Percent Contribution Map" set forth in Exhibit 2B attached hereto.

H. Billing.

- (1) Jenkintown shall provide Cheltenham with quarterly wastewater flows in CFS and computation by the 15th of the month following the end of the quarter. If the City determines that BOD and TSS from Cheltenham has upset the treatment process, then Cheltenham will review quarterly records to assist with determining a possible source.
- (2) Cheltenham shall render bills to Jenkintown on a quarterly basis for the charges set forth in this Agreement. Annual charges shall be divided by four (4) for purpose of billing quarterly.
- (3) Cheltenham shall prepare a quarterly invoice in a manner which identifies the cost related to the Conveyance System as defined in Section IV. B and distinguished from the costs of operating and maintaining other Conveyance Facilities serving other areas.
- (4) Bills shall be payable to Cheltenham by Jenkintown within thirty (30) days of receipt of the bill by Jenkintown. If Jenkintown objects to any bill, in whole or in part, Jenkintown shall notify Cheltenham in writing prior to the bill's due date. This writing shall hereinafter be referred to as the "Objection Letter". Jenkintown waives all objections to any bill(s) where an Objection Letter in accordance with this Article is not submitted in writing prior to the bill's due date. If information would arise after 30 days that contradicts a bill, both Parties shall consider reimbursement or adjustment of the affected bill.
 - (a) The Objection Letter shall state, in detail, the exact nature of the objection and shall include any and all facts and documentation supporting the objections. Within thirty (30) days after receipt of the Objection Letter, Cheltenham and Jenkintown shall meet to discuss the substance of the Objection Letter. In the event that no such resolution can be reached, the Parties shall then proceed to arbitration as provided under Section VIII of this Agreement.
 - (b) Within sixty (60) after receipt by Cheltenham of the Objection Letter, Cheltenham and Jenkintown shall proceed to arbitration pursuant to Section VIII of this Agreement to resolve the specific objections made in the Objection Letter.
 - (c) During the (60) day period prior to arbitration, Jenkintown shall have the opportunity to inspect and audit Cheltenham's record provided to Jenkintown by Cheltenham in accordance with Section XI. A of this Agreement.

All billing, (including those bills subject to an Objection Letter) shall be paid in full and by the due date. If amounts are billed but are withheld from payment by Jenkintown, all arbitration awards in favor of Cheltenham shall include interest at the legal rate in addition to the award of the principal amount or any part thereof. If a refund to Jenkintown is awarded, the arbitration award shall award interest at the legal rate to Jenkintown in addition to the refund awarded.

I. Notice of Changes in Rates.

- (1) Cheltenham shall provide notice to Jenkintown of any change in rates charged to Cheltenham by the City or associated billing practices at least ninety (90) days in advance of the effective date of such new rates or practices.
- (2) If Jenkintown has an objection to the change in rates or billing practices imposed by the City, Jenkintown shall notify Cheltenham, in writing, within sixty (60) days from receipt of Cheltenham's notice as to its specific objection(s) ("Change Objection Letter").
 - (a) The Change Objection Letter shall include any and all facts or documentation supporting the specific objections contained therein.
- (3) In the event Jenkintown fails to serve Cheltenham with a Change Objection Letter within sixty (60) days from receipt of Cheltenham's notice, the rate increase or change in billing practices shall be deemed fully accepted and approved by Jenkintown and Jenkintown shall have waived all rights under this Agreement or by any other legal proceeding to contest the rate increase or change in billing practices.

V. **CONSTRUCTION, OPERATION, AND MAINTENANCE OF CONVEYANCE SYSTEMS**

- A. Design and Construction of Sewers. Jenkintown at its sole cost and expense shall design, construct, own, operate, maintain, and repair the sanitary sewers and connection to Cheltenham's system necessary to convey its wastewater to Cheltenham's system in accordance with PADEP rules, orders and regulation and industry standards.
- B. Approved Points of Interconnection.
- (1) The approved points of interconnection are specified in Exhibit 1.
 - (2) Cheltenham may require additional connection points if deemed necessary to a reasonable degree of engineering certainty, or, if directed by City, DEP, EPA or other regulatory action, regulation or directive. Cheltenham may approve Jenkintown's request for additional connection points. Costs shall be borne by Jenkintown.
 - (3) If an approved point of connection is abandoned, that capacity may be redistributed to other Jenkintown connections, provided the redistribution is within the capacity of the sewers downstream of the remaining connection points.
- C. Plan to Eliminate Unauthorized or Harmful Discharges.

- (1) Within ninety (90) days of written notice from Cheltenham, Jenkintown shall submit a plan to Cheltenham outlining actions to be taken to eliminate unauthorized or harmful discharges if any of Jenkintown's connections to Cheltenham's wastewater system are determined by Cheltenham or any governmental regulatory agency to be:
 - (a) maintenance problem, or
 - (b) sources of unauthorized discharge(s), or
 - (c) sources of discharge(s) which adversely affect Cheltenham's wastewater conveyance and/or the City's treatment system, or
 - (d) sources of discharge(s) which cause or contribute to any violation of federal, state or local laws or permits.
- (2) Cheltenham shall promptly and reasonably approve or reject said plans, and shall notify Jenkintown in writing, of the basis for rejection of the proposed plan. In the event that Cheltenham rejects Jenkintown's proposed plan, the Parties agree to promptly meet and discuss the basis for Cheltenham's rejection and to attempt to negotiate in good faith terms acceptable to both Parties. If an amicable resolution cannot be met, the Parties shall proceed with Section VIII Disputes.
- (3) Any action taken pursuant to this Section, and Section VII if necessary, taken to assess and correct unauthorized discharges within Jenkintown shall be at the sole expense of Jenkintown.

VI. METERING SAMPLING AND DATA

- A. Meters and Equipment. Jenkintown shall own, operate, and maintain the meter(s) and the electronics associated with and required for the accurate measurement of wastewater flow into the Cheltenham's sewer system at the approved points of interconnection in accordance with the PADEP rules, orders and regulation, with industry standards, and with all manufacturers' specifications and warranties. Jenkintown shall provide Cheltenham quarterly and upon request copies of all metering and calibration test/studies performed on any Jenkintown meter or equipment, and shall notify Cheltenham, in writing, as provided under this Agreement, of its determination to utilize temporary flow meters as provided under this paragraph. Jenkintown shall set up its own data telemetry system at its expense. Jenkintown shall conduct full calibration of all meters and related metering equipment at least once per quarter and conduct dye tests upon request, but no more frequently than annually, by a firm experienced with such tests, equipment and calibration capabilities and independent of both Jenkintown and Cheltenham. Jenkintown's meter results shall be used for purposes of billing and assessing penalties unless they are determined by mutual agreement of engineers for both municipalities to be outside the acceptable range of error or otherwise requested by City, DEP, EPA or other regulatory action, regulation or directive.

- B. Metering. Cheltenham shall measure wastewater flow and loadings by metering and sampling at the point of connections whenever Cheltenham, in its discretion, determines it to be necessary, practical and/or economical. Cheltenham, upon reasonable notice to Jenkintown, shall be entitled to jointly inspect the metering equipment maintained by Jenkintown. Cheltenham shall base its operation and maintenance charges on actual flow and loadings measurements whenever available and deemed accurate by Cheltenham. In the absence of actual flow and loadings measurements, Cheltenham shall estimate for billing purposes, using generally accepted engineering judgment, previously metered flow(s) and/or strength(s).
- (1) If Cheltenham elects to install and utilize permanent flow meters, then data from these meters will be utilized as additional flow data as required and the meters will be subject to the calibration and dye testing requirements of this Agreement.

C. Sampling.

- (1) Cheltenham shall have the right, upon verbal notice to Jenkintown, to enter the areas in Jenkintown served by Cheltenham under this Agreement at any time to sample Jenkintown's wastewater for billing or investigative purposes.
- (2) Cheltenham shall have the right to enter the areas in Jenkintown served by Cheltenham under this Agreement at any time for the following purposes:
 - (a) To sample the wastewater of an SIU; and/or
 - (b) To trace a spill into the wastewater system, if such spill is believed to originate in Jenkintown.
- (3) Jenkintown shall have the right to obtain splits of wastewater samples taken by Cheltenham for billing purposes
- (4) All Cheltenham costs associated with sampling shall be the responsibility of Cheltenham.

D. Jenkintown Data to be supplied to Cheltenham.

Jenkintown shall make the following data available to Cheltenham and shall provide revisions and updates within 60 days of the update or upon request if in possession of such information directly or through Jenkintown's agents, consultants or contractors:

Geographic Information Systems data in form of shapefiles, databases, and/or files compatible with Cheltenham's version of ESRI ArcGIS software, or data in a format acceptable to both Cheltenham and Jenkintown, to include the following features and attribute data:

- The points of interconnection to Cheltenham's conveyance system; and
- Any Infiltration/Inflow studies and the data related thereto; and
- Any other engineering data or information that Cheltenham may request related to the terms and conditions of this Agreement.

E. Cheltenham Data to be Supplied to Jenkintown.

With regard to Cheltenham's points of interconnection with Jenkintown, Cheltenham shall make available to Jenkintown all data specified in Paragraph D immediately above.

- F. Notwithstanding the above, where less than a minimum number of EDUs are connected into Cheltenham's Sewer System at any point from an area in Jenkintown, Cheltenham may elect to base its sewer charges for same on water usage adjusted for infiltration (e.g. water usage x infiltration factor of 1.35). The minimum number of EDUs plus an industry standard for acceptable infiltration for this condition shall be determined upon mutual agreement in writing between Jenkintown and Cheltenham.

VII. PRETREATMENT AGREEMENT

- A. Interjurisdictional Pretreatment Agreement. By entering into this Agreement, Jenkintown shall become a party to the "Interjurisdictional Pretreatment Agreement", (attached hereto and incorporated herein as Exhibit 3), as an "outside jurisdiction." Jenkintown agrees to comply with all of the provisions contained therein including, but not limited to, adoption of the City's most recent Wastewater Control Regulations and to continue to amend them in conformity with the City's amendments within 90 days of amendments by the City. Jenkintown further agrees to require that any outside jurisdictions which contribute to Jenkintown's sewer system tributary to Cheltenham Township also adopt and enforce the City's Wastewater Control Regulations.
- B. Ordinance. Jenkintown acknowledges that it has adopted, agrees to maintain, and will enforce an industrial pretreatment ordinance and such other ordinances as are necessary to prohibit the discharge of any sewage in its collection system that is prohibited by PADEP, the EPA or by the regulations of any applicable State, Federal or other governmental regulatory body as such regulations may exist from time to time, or that would prevent the NEWPCP from meeting permit requirements.

VIII. DISPUTES

- A. Arbitration of Disputes. In the event of a dispute between the Parties concerning terms, conditions, and covenants of the Agreement or upon the issuance by Jenkintown of and Objection Letter or Change Objection Letter, Cheltenham and Jenkintown agree to submit the dispute to an Arbitration Panel. All petitions to compel or stay arbitration shall be filed in the Court of Common Pleas of Montgomery County, and both Cheltenham and Jenkintown agree to accept venue therein.
- B. Panel. The Arbitration Panel shall be composed of three (3) arbitrators, one appointed by Cheltenham, one by Jenkintown, and the third by agreement of the arbitrators selected by Cheltenham and Jenkintown within Montgomery County.
- (1) The arbitrators representing Jenkintown and Cheltenham shall be named within five (5) days from the request for the appointment of an Arbitration Panel. If,

after a period of ten (10) days from the date of the appointment, the two (2) arbitrators appointed by Cheltenham and Jenkintown cannot agree on the third arbitrator, then either appointed arbitrator may request the American Arbitration Association, or its successor, to furnish a list of three (3) members of said Association, who are not residents of Cheltenham or Jenkintown or any other municipality which contributes wastewater flow to Cheltenham, from which the third arbitrator shall be selected.

- (2) The arbitrator by Jenkintown shall then eliminate one (1) name from the list furnished by the American Arbitration Association within five (5) days after its publication, following which the arbitrator appointed by Cheltenham shall eliminate one (1) name from the list within five (5) days thereafter. The individual whose name remains on the list shall be the third arbitrator and shall act as chairman of the Arbitration Panel.
- (3) Each of the Parties shall bear the costs of its own arbitrator and shall equally divide the cost of the third arbitrator and all other common costs.
- (4) The arbitration proceedings shall commence within thirty (30) days of the selection of the third arbitrator and the arbitrators shall render their determination within thirty (30) days after the final hearing held by the Board of Arbitrators. The decision of such arbitrators shall be final and binding upon the Parties, except in the case of fraud.
- (5) Upon mutual agreement of Cheltenham and Jenkintown, the arbitration may be delayed for a specified period of time in order to allow the Parties additional time for a negotiated settlement. Any delay in commencement of the arbitration shall last only as long as it is agreed by the Parties.

IX. INDEMNIFICATION

- A. Jenkintown agrees to defend, indemnify and save harmless Cheltenham from and against any and all claims, actions, cause, suits, demands, losses, interest, penalties and liabilities arising from performance of the terms and conditions of this Agreement by reason of:
 - (1) Cheltenham's inability, due to causes beyond its control, to perform any of the provisions of this Agreement;
 - (2) Injury (including death) to persons and damages to property resulting from operation under this Agreement to convey Jenkintown's wastewater through Cheltenham's sanitary sewer system, where such injury is due to the negligence of Jenkintown or its employee, servant or agents or the inherent nature of their operation.
 - (3) EPA or PADEP action of any kind whatsoever, whether direct or indirect, for any work undertaken by Jenkintown, its contractors or consultants, necessary and required by this Agreement due to rejection of said work by the EPA or PADEP.

- (4) Any grant fund, or any portion thereof, received by Jenkintown and later determined to be ineligible for reimbursement by the appropriate regulatory agency or grant auditors.
- B. Cheltenham and Jenkintown agree that in the event of EPA or PADEP action or any other governmental regulatory action against Cheltenham of any kind whatsoever, for activities carried out under this Agreement either by Cheltenham or Jenkintown, they shall equitably apportion responsibility for payment of any cost, fines, penalties or damages arising from such action. Should Cheltenham bill Jenkintown pursuant to this paragraph, Cheltenham shall inform Jenkintown as to the nature of the bill.
- C. Jenkintown shall not be liable for injuries (including death) or property damage occurring during the course of treatment at the City's NEWPCP or any other City plant, except to the extent that such injuries and damages are due to the negligence of Jenkintown or its employees, servants or agents and where such injuries result in a direct increase in City's operating costs ("Limited Liability"). Jenkintown shall be solely responsible for such injuries (including death) and increased costs due to any such Limited Liability only when such injuries and damages are due to the sole negligence of Jenkintown or its employees, servants or agents. Jenkintown shall be jointly and severally responsible for such injuries (including death) and increased costs when such injuries and damages are due to the joint and several negligence of Jenkintown and another party(ies), consisting of Cheltenham, Abington and/or City.
- D. Cheltenham shall not be liable for injuries (including death) or property damage occurring during the course of treatment at the City's NEWPCP or any other City plant, except that such injuries and damages are due to the negligence of Cheltenham or its employees, servants or agents and where such injuries result in a direct increase to City's operating cost. Cheltenham shall be responsible for its proportionate share of such increased costs, but not those of Jenkintown.
- E. Nothing set forth in this Agreement shall limit or prohibit Cheltenham or Jenkintown from resorting to any appropriate remedy in law or equity, or any combination of remedies for noncompliance with this section of the Agreement; however, jurisdiction over disputes regarding this Article shall first be subject to resolution as provided under Article VIII of this Agreement.

X. PAPER RERATES

- A. If the NEWPCP, or any other POTW servicing flows from Jenkintown, is rerated without any physical expansion paid exclusively by the City, Jenkintown's charges shall be adjusted accordingly to reflect Cheltenham's new proportionate share of the rerated facility.
- B. If the City requires contribution by Cheltenham to increase the rated capacity of the NEWPCP, or any other plant servicing Cheltenham's flow, and a proportion of that contribution is paid by Jenkintown, Jenkintown shall receive an increase in its

capacity of wastewater flow and/or loading to Cheltenham proportionate to its contribution to the physical improvements to the Plant, which resulted in the increase in Plant capacity.

XI. MISCELLANEOUS

- A. Inspection and Audit. Cheltenham and Jenkintown agree to maintain complete records and accounts concerning their responsibilities under this Agreement. Both Parties shall, at all times, have the right to examine and inspect said record and accounts upon thirty (30) days written notice. If required by law or regulation, Cheltenham and Jenkintown shall make said records and accounts immediately available to federal and state authorities.
- B. No Transfer of Right. Jenkintown shall not confer, transfer, convey, assign or license to any third party any rights obtained under this Agreement including, but not limited to, assignment of wastewater conveyance capacity or treatment capacity without the express prior written consent of Cheltenham and the City.
- C. Ownership, Management and Control of Collection and Conveyance Facilities. Cheltenham retains sole ownership and control of wastewater collection and conveyance facilities in Cheltenham and agrees to operate, maintain, repair, and improve it facilities associated with service to Jenkintown. Cheltenham retains the sole exclusive right to make all managerial and other decisions regarding it wastewater facilities, including, but not limited to, those decisions regarding operation, maintenance, upkeep, expansion, abandonment or replacement of all or a portion of its wastewater facilities. This Agreement shall not be deemed to create a joint enterprise or partnership between Jenkintown and Cheltenham.
- D. Successors and Assigns. All the covenants contained in this Agreement shall extend to and bind the respective successor and assigns of the Parties hereto with the same effect as if the words "successors and assigns" had, in each case, been specifically mentioned.
- E. Waiver. The failure of either Cheltenham or Jenkintown to insist upon strict performance of this Agreement or of any of the terms and condition hereof shall not be construed as a waiver of any of its rights herein granted, unless specifically stated in the Agreement.
- F. Caption and Headings. The captions and heading in this Agreement are for convenience only and are not part of the Agreement. The captions do not in any way define, limit, describe, modify or amplify the provision of this Agreement or the scope or intent thereof.
- G. Entire Agreement. This Agreement and its Exhibits, incorporated herein, represent the entire Agreement of the Parties hereto and there are no collateral or oral agreements, representations or understandings, verbal or otherwise. This Agreement may be amended or modified only in writing signed by both Cheltenham and Jenkintown. This

Agreement supersedes all previous wastewater agreements between Cheltenham and Jenkintown, which are hereby deemed revoked and terminated.

- H. Third Party Review. Jenkintown agrees that this Agreement is made subject to any future change or material modification in the existing Agreement between Cheltenham and the City, referred to in the Background hereto, and that it will be bound by such changes or modifications as and when made. Cheltenham agrees to consult with Jenkintown prior to completing any negotiations for any such changes or material modifications, to determine the applicability of such changes or modifications to Jenkintown, and to determine if renegotiation of the Agreement is necessary. Cheltenham agrees to: (a) notify Jenkintown in advance if Cheltenham applies to PADEP for additional EDUs under a CMP and (b) notify Jenkintown in advance if Cheltenham intends to attend a meeting with PADEP concerning an application for additional EDUs under a CMP.
- I. Severability. In the event any provisions hereof are held illegal or invalid, no other provision of this Agreement shall be affected; and this Agreement shall then continue in full force as if such illegal or invalid provision had not been contained herein.
- J. Use of Singular and Plural. As required by the context, the use of the singular shall be construed to include the plural and vice versa.
- K. Notices. All notices, payments and communication required to be given in writing under this Agreement shall be sent by certified United States mail, postage prepaid and by email communication or delivered by hand delivery with receipt obtained, to the address below or at such other address as each party may designate, in writing, from time to time:

If intended for Cheltenham:

Township Manager
Township of Cheltenham
8230 Old York Road
Elkins Park, PA 19027

If intended for Jenkintown:

Borough Manager
Borough of Jenkintown
700 Summit Avenue
Jenkintown, PA 19046

[REMAINDER OF THIS PAGE BLANK – SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Township of Cheltenham has caused this Agreement to be executed by its Township Manager, Borough of Jenkintown, acting through its duly authorized officials, has executed this Agreement on behalf of Borough of Jenkintown, and the City of Philadelphia, acting as of the day and year first above written.

TOWNSHIP OF CHELTENHAM

By: _____
Harvey Portner, President
Board of Commissioners

ATTEST:

Bryan Havir
Township Manager

BOROUGH OF JENKINTOWN

By: _____
Deborra Sines Pancoe, President
Borough Council

Approved as to form:

George Locke
Borough Manager

CITY OF PHILADELPHIA

By: _____
Bernard Brunwasser
Commissioner, Philadelphia Water Department

Approved as to form:

Gerald D. Leatherman
Divisional Deputy City Solicitor

WASTEWATER SERVICE AGREEMENT
BETWEEN CHELTENHAM TOWNSHIP AND JENKINTOWN
BOROUGH

EXHIBIT 1

The maximum allowable flow limits for 18 CFS set forth below, including the individual flow limits for the points of interconnection, continue to be in effect, until such time that Cheltenham Township completes construction on and commences operation of: (1) a new sewer line within the City or (2) an equalization tank or tanks to accommodate the 29 CFS as more fully provided in the agreement between the City and Cheltenham Township. Once the new sewer line within the City or the equalization tank or tanks is/are in operation, the maximum allowable flow limits for 29 CFS set forth below, including the points of interconnection, shall become effective.

Location	Point of Interconnection	Maximum Allowable Flow, 18 CFS* (CFS)	Maximum Allowable Flow, 29 CFS* (CFS)
J-RU	Runneymeade Avenue	0.75	0.974
J-WST	West Greenwood Avenue	0.55	0.602
J-WN	Wyncote House	0.83	0.948
	Total	2.15	2.524

* 18 CFS and 29 CFS amounts refer to Cheltenham Township's Maximum Allowable Flow Limit set forth in the agreement between the City and Cheltenham Township.

EXHIBIT 2A
Percent Contribution Calculations

Existing Contract Amount (18cfs)

	Current Flow	
	cfs	
Jenkintown	2.15	11.94%
Abington	6.516	36.20%
Cheltenham	9.220	51.22%
Springfield	0.114	0.63%
Total	18	100.00%
PWD	8	
Point of connection to PWD (MH A-1)	26	

2013 Contract Amount (29 cfs)

Interceptor A to point at which Jenkintown flows contribute

	Current Contract cfs	Future Flow cfs	Peaking Factor	Future w/Peaking factor cfs	Max. Future Flow cfs	
Jenkintown	0	0	0	0.000	0.000	0.00%
Abington	6.516	1.24	3.7	4.588	11.104	42.19%
PWD		0	0	0.000	0.000	0.00%
Cheltenham	9.220	1.590	3.7	5.883	15.103	57.38%
Springfield	0.114	0.000		0.000	0.114	0.43%
Point of connection to PWD (MH A-1)	15.85	2.83		10.471	26.321	100.00%

2013 Contract Amount (29 cfs)

Point at which Jenkintown Flows contribute to Interceptor A Flows (See Exhibit 2B for location.)

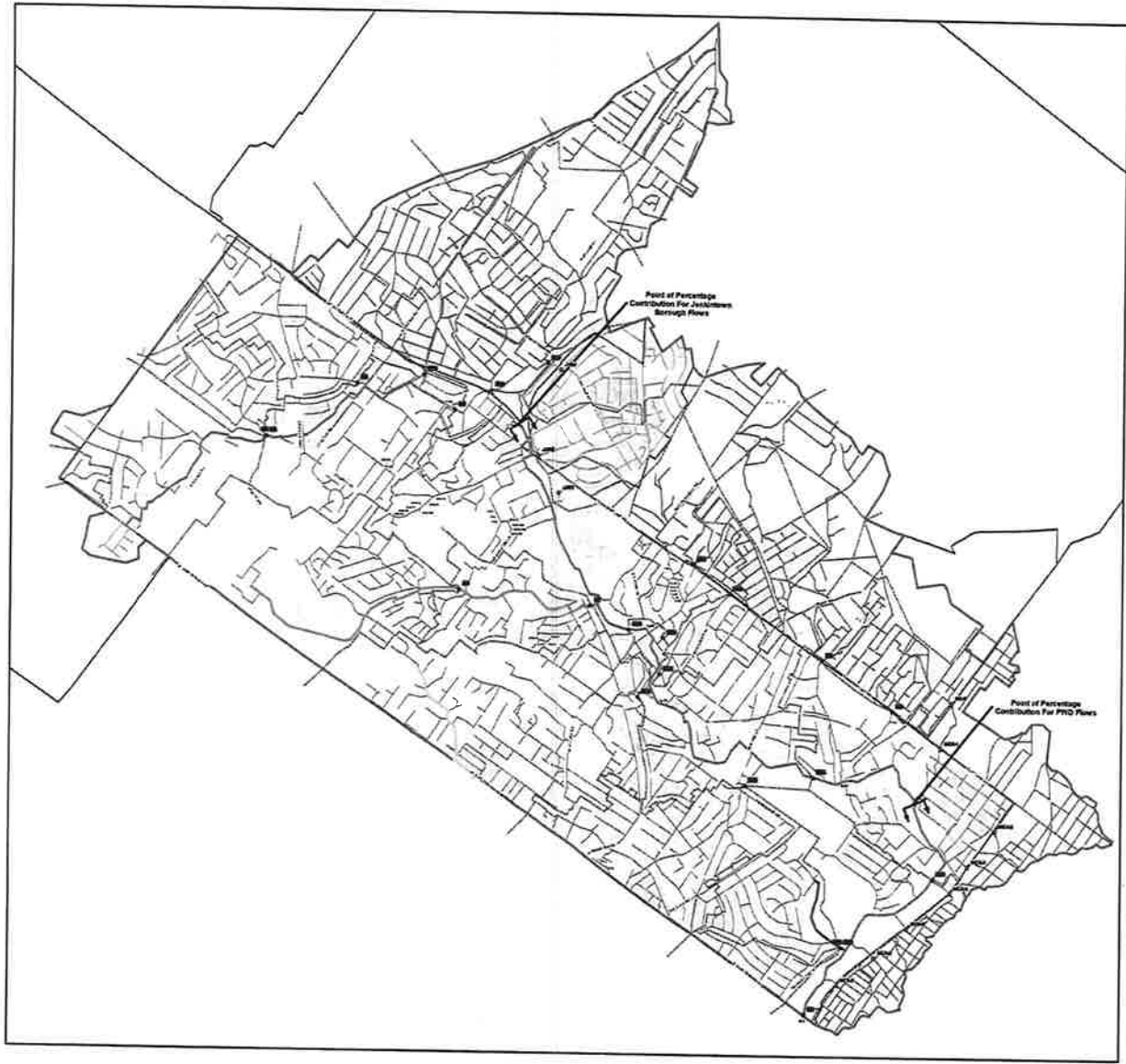
	Current Contract cfs	Future Flow cfs	Peaking Factor	Future w/Peaking factor cfs	Max. Future Flow cfs	
Jenkintown	2.15	0.101	3.7	0.374	2.524	8.75%

Abington	6.516	1.24	3.7	4.588	11.104	38.50%
PWD		0	0	0.000	0.000	0.00%
Cheltenham	9.220	1.590	3.7	5.883	15.103	52.36%
Springfield	0.114	0.000		0.000	0.114	0.40%
Point of connection to PWD (MH A-1)	18	2.931		10.845	28.845	100.00%

2013 Contract Amount (29 cfs)

Point at which PWD Flows contribute to Interceptor A Flows (See Exhibit 2B for location.)

	Current Contract cfs	Future Flow cfs	Peaking Factor	Future w/Peaking factor cfs	Max. Future Flow cfs	
Jenkintown	2.15	0.101	3.7	0.374	2.524	6.85%
Abington	6.516	1.24	3.7	4.588	11.104	30.14%
PWD	8	0	0	0.000	8.000	21.71%
Cheltenham	9.220	1.590	3.7	5.883	15.103	40.99%
Springfield	0.114	0.000		0.000	0.114	0.31%
Point of connection to PWD (MH A-1)	26	2.931		10.845	36.845	100.00%



Cheltenham Township



Official Act 537 Plan

Exhibit 2B Percent Contribution Map Collection/Conveyance System Map

Map Legend

- Act 537 Meter Locations
- Existing PWD Meters*
- Water Coverage Areas
- Abandon Manholes
- Arroyo Sewers
- Armstrong Manholes
- Armstrong Conveyance
- Armstrong Manholes
- Salsburgh Sewers
- PWD Conveyance
- Cheltenham Manholes
- Cheltenham Sewers
- Interceptor A
- Interceptor B
- Interceptor C
- Interceptor D
- Study Area Boundary
- Municipality/Service Area
- Parcels

*Measurement of meters referred prior to 2012 meter locations.



The ARRC Group Inc.
334 North Lenoir, East
Salem, PA 15120
610-661-0221



EXHIBIT 2B

Attachment 4 Map of Proposed Projects



PENNONI ASSOCIATES INC.
 3100 Horizon Drive, Suite 200
 King of Prussia, PA 19406
 T 610.277.2402 F 610.277.7449

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

2024 CHAPTER 94 REPORT
 JENKINTOWN, PA
**JENKINTOWN BOROUGH
 FUTURE CONNECTIONS**
 BOROUGH OF JENKINTOWN
 700 SUMMIT AVENUE
 JENKINTOWN, PA 19046

NO.	DATE	REVISIONS	BY

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

PROJECT: **JENKB13046**
 DATE: 2024-03-25
 DRAWING SCALE: 1"= 225'
 DRAWN BY: AAL
 APPROVED BY: KRH



LEGEND

- BUILDING
- PROPERTY LINE
- TOWNSHIP BOUNDARY
- JENKINTOWN SANITARY LINE
- CHELTEMAM OR ABINGTON SANITARY LINE
- CHELTEMAM OR ABINGTON PARCEL
- FUTURE CONNECTIONS



ITEM NO.	JENKINTOWN DEVELOPMENT NAME	EDU PROJECTION USAGE					
		TOTAL	2025	2026	2027	2028	2029
1	Supermarket 93 York Road/ Commercial Project	9	9				
2	111 York Road Jamacain Restaurant	12	12				
3	459/471 24 Unit Apt 8,000 SF Commercial	27			27		
4	510/680 York Road Tenant Fitouts	16		6	4		6
5	Redevelopment of Borough Property (Hotel)	140		60	80		
6	510 York Road Starbucks	6		6			
7	501 Washington Lane Apartment Building 26 apartments	19	19				
8	101 Greenwood Avenue Tenant Fitout	12				12	
9	100 Greenwood Verizon Building	50			50		
10	440 York Road Wyndam Hotel	50	50				
11	Boro Hall/Police Complex	30			22	8	
12	216 York Rd. Retail	1	1				
13	213 York Rd. Retail	2	2				
14	510 York Rd - TOD Living	125		125			
15	115 West Ave Office Fitout	14	3	6		5	
16	TOD Living - Jenkintown/Wyncote Train	90				90	
17	821 Homestead - 24 Unit Apt/3 units in church/2 units in Hall	19	19				
18	400 York Road 9 Apts & Commercial	14	14				
19	510 York Road Tinytown	10	10				
20	715 West Ave Event Space	2	2				
21	504 West Ave 6 Apts	4		4			
22	405 York 401 York, 721/723/725 West Ave) 8 Apts & Commercial	18	18				
	Unallocated	207	37	45	30	35	60
	Infill Development	40	8	8	8	8	8
	Institutional Re-Use	24		10	4		10
TOTAL		941	204	270	225	158	84

U:\Projects\2024\117 PA, RR, Meter, A, Linc. PLD\TITLE_Pennoni\Map2.dwg PROJECT STATUS: FOOTED: 3/21/2024 1:17 PM By: Admin A, Linc. PLOTFILE: Pennoni\Map2.dwg

Attachment 5 - Ordinance No. 2017-5

**BOROUGH OF JENKINTOWN
MONTGOMERY COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2017-5

AN ORDINANCE OF THE BOROUGH OF JENKINTOWN, MONTGOMERY COUNTY, PENNSYLVANIA AMENDING THE BOROUGH'S CODE OF JENKINTOWN TO ADD CIRCUMSTANCES WHERE AN OCCUPANCY, TEMPORARY OCCUPANCY OR ACCESS CERTIFICATE IS REQUIRED, PROVIDING THAT OCCUPANCY CERTIFICATES FOR NON-OWNER OCCUPIED RESIDENTIAL DWELLING UNITS SHALL EXPIRE THREE YEARS AFTER ISSUANCE OR UPON AN OCCUPANCY CHANGE, WHICHEVER COMES FIRST, AND PROVIDING FOR INSPECTION AND COMPLIANCE REQUIREMENTS IN ACCORDANCE WITH THE PROPERTY MAINTENANCE CODE AND LAWS OF THE COMMONWEALTH OF PENNSYLVANIA

WHEREAS, the Pennsylvania Borough Code provides that the corporate powers of the Borough Council of Jenkintown Borough (the "Borough Council") include the ability to make regulations as may be necessary for the health, safety, and general welfare of the Borough; and

WHEREAS, the Jenkintown Borough Code of Ordinances (the "Code") does not address changes in the use and occupancy of residential properties within the Borough; and

WHEREAS, the Borough Council is desirous of revising the Code to require that an occupancy certificate be obtained prior to the occupancy or change in occupancy of owner occupied single family detached, semi-detached and attached units and when a property is sold, except where the property is being purchased to be renovated and will not be occupied, to add a maximum three year period of validity for occupancy certificates for non-owner occupied residential dwelling units, and to require that buildings must be in compliance with all laws of the Commonwealth of Pennsylvania, including the Property Maintenance Code; and

WHEREAS, the Borough further desires to revise the Code in accordance with the Municipal Code and Ordinance Compliance Act, Act 99 of 2000, P.L. 724, and Act 133 of 2016, P.L. 1047.

NOW THEREFORE, in consideration of the foregoing, be it ENACTED and ORDAINED by the Borough Council of Jenkintown Borough, Montgomery County, Pennsylvania, as follows:

SECTION I. AMENDMENT TO JENKINTOWN BOROUGH CODE

A. The Jenkintown Borough Code of Ordinances is hereby AMENDED by adding a new Chapter entitled "Change in Use and Occupancy"

1. ADD the following Section 1:

Section 1 Definitions

"Occupancy Certificate." A certificate issued by the Borough stipulating that the property meets all applicable laws, ordinances, and regulations of the Borough of Jenkintown and the Commonwealth of Pennsylvania, including the Property Maintenance Code, and may be used or occupied as intended.

"Substantial violation." A violation of an adopted building, housing, property maintenance or fire code or maintenance, health or safety nuisance ordinance that makes a building, structure or any part thereof unfit for human habitation and is discovered during the course of Borough inspection of a property and disclosed to the record owner or prospective purchaser of the property through issuance of a Borough report.

"Temporary Access Certificate." A certificate issued by the Borough as a result of the inspection of the property by the Borough incident to the resale of the property that identifies at least one substantial violation, and the purpose of the certificate is to authorize the purchaser to access the property for the purpose of correcting substantial violations pursuant to all applicable laws, ordinances, and regulations of the Borough of Jenkintown and the Commonwealth of Pennsylvania, including the Property Maintenance Code. No person may occupy a property during the term of a Temporary Access Certificate, but the owner shall be permitted to store personalty that is related to the proposed use or occupancy of the property or is needed to repair the substantial violations during the time of the Temporary Access Certificate.

"Temporary Occupancy Certificate." A certificate issued by the Borough as a result of the Borough inspection of a property incident to the resale of the property that reveals a violation but no substantial violation, and the purpose of the certificate is to authorize the purchaser to fully utilize or reside in the property while correcting violations pursuant to all applicable laws, ordinances, and regulations of the Borough of Jenkintown and the Commonwealth of Pennsylvania, including the Property Maintenance Code.

2. ADD the following Section 2:

§ 2 Changing Occupancy Without Certificate

From and after the effective date of this Part it shall be unlawful for any person, firm or corporation to change the occupancy of any residential dwelling unit, or commercial or industrial building within the Borough of Jenkintown or permit such a change, without first obtaining an Occupancy Certificate or Temporary Occupancy Certificate.

3. ADD the following Section 3:

§ 3 Obtaining a Certificate.

It shall be unlawful for any person, firm, or corporation to occupy any residential dwelling unit, or commercial or industrial building within the Borough of Jenkintown when an occupancy certificate or temporary occupancy certificate is required by this Part, without first obtaining such a certificate, or continue to occupy any such unit or building with an expired certificate.

4. ADD the following Section 4:

§ 4 Expiration of Occupancy Certificates.

Occupancy Certificates issued for non-owner occupied residential dwelling units shall expire three years after the date of issuance or when there is an occupancy change, whichever occurs first. An application for a new Occupancy Certificate shall be made prior to the expiration of an Occupancy Certificate, in compliance with the requirements of this Part.

5. ADD the following Section 5:

§ 5 Requirements Upon Sale.

It shall be unlawful for any person, firm, or corporation to sell any residential dwelling unit, or commercial or industrial building within the Borough of Jenkintown without first obtaining an Occupancy Certificate, Temporary Occupancy Certificate, or Temporary Access Certificate, regardless of whether or not there is a change in occupancy at the time of such sale. This requirement shall not apply to real estate transfers to any bank, savings association, credit union, mortgage lender, or any similar financial institution or subsidiary thereof, which take title to the property for the purpose of holding the property for sale to offset losses incurred on a loan or other obligation in default secured by a mortgage, deed of trust or other lien on the property.

6. ADD the following Section 6:

§ 6. Applications.

Applications for Occupancy Certificates shall be made to the Borough of Jenkintown on forms provided for that purpose.

7. ADD the following Section 7:

§ 7 Receipt of Completed Applications.

Upon receipt of a properly completed application for an Occupancy Certificate and payment of the required fee, the Borough of Jenkintown shall promptly inspect the residential dwelling unit, or commercial or industrial building which is the subject of the application to determine if the building conforms to all applicable laws, ordinances, and regulations of the Borough of Jenkintown and the Commonwealth of Pennsylvania, including the Property Maintenance Code. See Chapter 107, Part 4 of the Jenkintown Borough Code of Ordinances.

8. ADD the following Section 8:

§ 8 Inspection In Compliance.

If, upon inspection, the Borough shall determine that the residential dwelling unit, or commercial or industrial building is in compliance with all applicable laws, ordinances, and regulations, then the Borough shall forthwith issue an Occupancy Certificate to the applicant.

9. ADD the following Section 9:

§ 9 Inspection Not In Compliance.

- a. If, upon inspection, the Borough of Jenkintown shall determine that the residential dwelling unit, or commercial or industrial building is not in compliance with all applicable laws, ordinances, and regulations, then the Borough shall refuse to issue an Occupancy Certificate and shall promptly notify the applicant, in writing, of the refusal and the specific reasons therefor with citations of the specific sections and subsections of the laws, ordinances, and regulations being violated. Upon notification by the applicant that the residential dwelling unit, or commercial or industrial building has been brought into compliance, the Borough shall conduct a reinspection and upon a determination that the unit or building is in compliance, shall issue an Occupancy Certificate to the applicant.

- b. If Borough inspection of a property incident to the resale of the property reveals a violation but no substantial violation(s) the Borough shall refuse to issue an Occupancy Certificate, and instead issue a Temporary Occupancy Certificate and shall promptly notify the applicant, in writing, of the refusal and the specific reasons therefor with citations of the specific sections and subsections of the laws, ordinances, and regulations being violated.
- c. If Borough inspection of a property incident to the resale of the property reveals at least one substantial violation, the Borough shall issue a Temporary Access Certificate and shall promptly notify the applicant, in writing of the refusal and the specific reasons therefore, with citations of the specific sections and subsections of the law, ordinances and regulations being violated.

10. ADD the following Section 10:

§10 Compliance Requirement and Reinspection

- a. Any purchaser of property with a known violation of any applicable laws, ordinances, and regulations must either bring the property into compliance or demolish the building or structure in accordance with the law within 12 months of the date of purchase. At the request of the property owner, the Borough may, at its discretion, negotiate for a longer period of time for maintenance and repair of the structure under a temporary certificate.
- b. At the expiration of the 12 month period, or before that time if requested by the property owner, the Borough shall reinspect the property for the purpose of determining compliance with the cited violations. If a Temporary Access Certificate has been issued and reinspection indicates that the noted substantial violations have been corrected but other cited violations remain, the Borough shall issue a Temporary Occupancy Certificate to be valid for the time remaining on the original Temporary Access Certificate. If reinspection indicates that all noted violations have been corrected, the Borough shall issue an Occupancy Certificate for the property

11. ADD the following Section 11:

The Council of the Borough of Jenkintown, shall, from time to time, establish by Resolution such fee as it deems reasonable and proper to be charged for the issuance of an Occupancy Certificate, Temporary Occupancy Certificate and Temporary Access Certificate pursuant to the provisions of this part.

12. ADD the following Section 12:

§12 Penalties.

(a) Failure to comply with Section 2 through Section 10 of this Chapter shall result in:

- (1) Revocation of the temporary certificate;
- (2) The purchaser being subject to any existing laws, ordinances, and regulations relating to the occupation of a property without an occupancy certificate;
- (3) The purchaser being personally liable for the costs of maintenance, repairs or demolition sufficient to correct the cited violations, and a fine of not less than \$1,000 and not more than \$10,000.

This section shall not apply to a violation of a municipal code or ordinance for which a fine, other penalty or a judgment to abate or correct was imposed by a magisterial district judge or municipal court, or a judgment at law or in equity was imposed by a court of common pleas prior to purchase, or where the Borough denies the certificate pursuant to 53 Pa. C. S. Ch. 61 (relating to neighborhood blight reclamation and revitalization).

(b) Any person, firm or corporation who shall violate any of the other provisions of this Part shall, upon conviction thereof be sentenced to pay a fine of not less than \$25 nor more than \$250 and costs of prosecution, and in default thereof, to imprisonment in the Montgomery County Prison for not more than 10 days.

B. Chapter 146 is hereby Retitled "Sewers and Sewer Lateral Inspections" and is amended as follows:

1. Article IV is hereby added and entitled Sewer Lateral Inspections

Occupancy.

“Section 146-20 Inspection Upon Transfer of Ownership or Change in

- A. No owner or agent shall transfer ownership of any real property without first undergoing a sewer lateral inspection in connection with obtaining a use and occupancy certificate or temporary use and occupancy certificate.
- B. Upon completion of the sewer lateral inspection, the Borough Code Officer shall review the results and note any deficiencies or defects with the sewer lateral that could permit inflow and infiltration, or any other prohibited substance, from entering into the sanitary sewer, in violation of the Borough Code of Jenkintown, or the rules and regulations of any local, state or federal regulatory agency. Any deficiencies or defects will be recorded on a form designated for such a purpose and a copy of the form will be provided to the owner or agent.
- C. It will be the responsibility of the owner or agent of the real property to repair and/or replace all or a portion of the sewer lateral that was found to be deficient or defective, in compliance with the requirements of and within the time frame set in compliance with the Chapter titled Change in Use & Occupancy or any other applicable Chapter of the Borough of the Jenkintown Code.
- D. If repairs to the sewer lateral are required, the owner or agent shall provide documentation to the Borough that the sewer lateral is in compliance with the requirements and specifications of any local, state or federal regulatory agency and the Borough Code of Jenkintown. Reinspection of the sewer lateral shall be at the discretion of the Borough.

C. Chapter 156 is hereby amended as follows by adding a Sections and renumbering the remaining Sections as follows:

- 1. The previous § 156-18 shall now be §156-19.
- 2. “§156-18 Requirements Upon Transfer of Ownership or Change in Occupancy.
- A. Prior to the transfer of ownership or change in occupancy of any residential property in the Borough, the owner or agent shall insure that the grade, construction, drainage,

paving, repaving, or repair of the sidewalks, curbs and gutters on the property along such street or state highway is in conformity with this Chapter in connection with obtaining a use and occupancy certificate or a temporary occupancy certificate.”

3. §156-19 shall now be §156-20
4. §156-20 shall now be § 156-21
5. §156-21 shall now be §156-22
6. §156-22 shall now be §156-23 and shall be hereby be amended as follows:

“§ 156-23 Notice of Non-Compliance

If the Borough Manager shall determine that any property owner has failed or neglected to comply with the provisions of §§ 156-17 through 156-22, he shall cause notice of such failure or neglect to be served in the manner hereafter prescribed. Such notice shall specify the construction, grading, paving, repairing, curbing, guttering, draining, maintenance and repairs to be completed by such property owner, and such property owner shall comply with all requirements of the notice within 60 days after service thereof; with the exception that if the violation is pursuant to §156-18, the owner shall comply with all requirements in accordance with the Chapter titled Change in Use & Occupancy.”

7. §156-23 shall now be §156-24
8. §156-24 shall now be §156-25
9. §156-25 shall now be §156-26
10. §156-26 shall now be §156-27 and shall be amended as follows:

§ 156-27_Violations and penalties.

Any person failing or refusing to comply with the provisions of this article or any notice issued pursuant to the authority contained herein or who shall unlawfully construct or repair any sidewalk, curb or gutter shall, upon summary conviction before a court of competent jurisdiction, be sentenced to pay a fine of not less than \$50 and not more than \$600 and costs of prosecution or to undergo imprisonment for a period not exceeding 30 days, or both; except that if the violation occurs in connection with a transfer of ownership or a change in occupancy, the penalties shall be in accordance with those provided in the Chapter titled Change in Use & Occupancy.

D. Chapter 78 is hereby amended as follows:

“§ 78-3 Display of numbers.

The numbers shall be so displayed as to be fully visible from the public street, avenue or highway upon which the structure is located. All numbers so displayed shall be at least four inches in height and shall be painted or otherwise colored so as to be reflective.

E. Chapter 60 of The Jenkintown Borough Code is hereby amended as follows:

1. Section 60-1 is hereby amended as follows:

“This chapter shall be known and may be cited as the "Jenkintown Borough Alarms and Smoke Detector Ordinance.”

2. Section 60-2 is hereby amended as follows:

“§ 60-2 Statement of policy.

A. The Borough Council of the Borough of Jenkintown has determined that alarms are installed for the protection of the property, the property owner and the occupants of the property. Many fire alarm activations are received when buildings are unoccupied, thus making entry for the emergency services difficult and a time delay, not to mention a burden for the Police Department once forced-entry is made. With the installation of a designated "lock box system" entry is immediate, there is no damage, and there is no need for the police to remain at the location until ownership arrives.

B. False activation of any alarms requiring police, fire and/or emergency medical assistance is detrimental to the welfare and safety of the citizens of Jenkintown Borough and the members of the above-stated disciplines, and the receipt of said false alarms and/or notifications by any of the above detracts from the efficiency of said departments in discharging their responsibilities to the citizens and property owners of the Borough of Jenkintown. It is hereby declared to be the policy to safeguard and protect the citizens, property owners and businesses of Jenkintown Borough, the members of the Police Department and the members of the volunteer fire companies from such hazards and risk.

C. The Borough Council of the Borough of Jenkintown has determined that smoke detectors are necessary for the protection of the property, the property owner and the occupants of the property. The National Fire Protection Association (NFPA) recommends

placement of at least one smoke alarm on every level of the home (including basements) and in every bedroom, and outside each sleeping area.

3. The following words and phrases, when used in this chapter, shall have the meanings given to them in this section, unless the context clearly indicates otherwise:

ALARM SYSTEM

Any assembly or equipment, mechanical, electrical or battery-operated, arranged to signal county dispatch of the occurrence of a fire, police emergency, emergency medical assistance or other hazard emergency requiring urgent attention.

ALTERNATIVE FIRE DETECTION AND/OR PREVENTION SYSTEMS

A device that controls and extinguishes fires without human intervention.

BUILDING OWNER

The record owner of any improved real estate within the Borough of Jenkintown.

COMMERCIAL BUILDING

A building, structure or facility that is not a residential building.
[Added 8-2-2010 by Ord. No. 2010-5]

EMERGENCY MEDICAL SERVICES

Any emergency medical unit dispatched by the Montgomery County Dispatch Center responding to the Borough of Jenkintown.

FALSE ALARM

An alarm activated in the absence of a need for response of police, fire, emergency medical services or other hazard emergency willfully, by inadvertence, negligence or unintentional act, to which emergency units of the above disciplines respond.

FIRE DEPARTMENT

The Jenkintown Borough Fire Department, Independent Fire Company, Pioneer Fire Company, their successors and their designated backup units.

FIRE EMERGENCY

Fire, smoke, or heat condition or an activation of an automatic extinguishing system due to fire or heat condition indicating a fire.

HAZARD EMERGENCY

An explosion or leak of a toxic gas, liquid or solid or a potential explosion or leak of a toxic gas, liquid or solid or an electrical or other utility leak, short, or interruption of any nature that may cause a hazard to the public.

KNOX BOXES

A high-security key box system manufactured by the Knox Company of Irvine, California, designed to give firefighters and emergency services personnel immediate access to locked buildings and other secured areas.

POLICE DEPARTMENT

The Jenkintown Borough Police Department, its successors and its designated backup units and/or departments.

POLICE EMERGENCY

Any activation of an alarm, automatic, manual or by any other means, that would generate a request for immediate police response.

RESIDENTIAL BUILDING

Detached one-family and two-family dwellings and multiple single-family dwellings which are not more than three stories in height with a separate means of egress which includes accessory structures.

[Amended 8-2-2010 by Ord. No. 2010-5]

SMOKE DETECTOR

A device that senses smoke, typically as an indicator of fire.

4. §60-8 is hereby added as follows

“§60-8” Requirements in buildings used for residential occupancy, responsibilities of owner and tenants/residents.

A. All buildings and structures used for residential occupancy, including but not limited to single-family dwellings, multifamily dwellings, multifamily apartment houses, boardinghouses, lodging homes, rooming houses, tourist homes, bed-and-breakfast homes, dormitories, hotels, motels and residential buildings, shall have smoke detectors installed in each sleeping area of said building or structure. Where bedrooms or rooms habitually used for sleeping are separated by other use areas, such as kitchens, living rooms or dining rooms, they shall be considered as separate sleeping areas for the purpose of this section. Additionally, in each multifamily dwelling or apartment house containing three (3) or more units and in each boardinghouse, lodging home, rooming house, bed-and-breakfast home, tourist home, dormitory, hotel, motel and resident building, smoke detectors shall be installed in the cellar and/or basement and on every floor in common areas (e.g., basements, cellars, hallways, corridors, etc.) along with those placed in sleeping areas.

B. It shall be the responsibility of the owner of each new residential occupancy unit and each existing residential occupancy unit in any structure having at least

one (1) occupant to install smoke detectors as heretofore provided. It shall be the responsibility of the tenants/residents in all occupied units and of the owner in all other cases to maintain said smoke detectors. Such maintenance shall include keeping the smoke detectors units serviceable by replacing batteries when necessary or by keeping them connected to an electric source so that they remain capable of transmitting an audible signal in the presence of smoke.”

C. If upon the transfer of ownership or change in the occupancy of a residential property, the owner is unable to obtain entry into the property prior to the application for a use and occupancy certificate or a temporary use and occupancy certificate, the owner shall submit an affidavit to the Borough attesting that smoke detectors will be installed in the property within the timeframes as outlined in the Chapter titled Change in Use & Occupancy relating to obtaining said certificate.

5. §60-9 is hereby added as follows:

“§60-9 Requirements in buildings not used for residential occupancy; responsibilities of owner and tenants/residents.

A. In all other buildings and or structures in the borough for which a use and/or occupancy permit has been issued, smoke detectors shall be installed and placed so as to provide adequate coverage for the structure in accordance with standards set forth in the 2009 International Fire Code (the “code”), three (3) copies of which are on file in the office of the Secretary at the Municipal Building.

B. It shall be the responsibility of the owner of each new structure and each existing structure having at least one (1) occupant, other than those structures identified in section 1 above, to install smoke detectors as heretofore provided. It shall be the responsibility of the tenants/occupants in all such occupied units and of the owner in all such unoccupied units, if any, to maintain said smoke detectors. Such maintenance shall include keeping the smoke detectors units serviceable by replacing batteries when necessary or by keeping them connected to an electrical source so that they remain capable of transmitting an audible signal in the presence of smoke.”

6. §60-10 is hereby added as follows:

“§60-10 Specifications; maintenance.

Each smoke detector shall be capable of sensing visible or invisible particles of combustion and shall be capable of producing an audible alarm thereof. Each smoke detection device utilized shall be maintained in operable condition and shall be of a type certified by a nationally recognized inspection agency, such as

Underwriter's Laboratories, Inc., as a properly operating fire detection device for the protection of life safety.

7. §60-11 is hereby added as follows:

“§60-11” Prohibited acts.

In addition to any owner or tenant who fails to carry out the obligations imposed hereby, any person or persons who remove or destroy any smoke detector (except the owner or tenant for the purpose of immediate replacement) shall be deemed in violation of this chapter.”

8. §60-12 is hereby added as follows:

“§60-12 Power supply.

In any new construction, smoke detectors shall be hard-wired directly to the building's power supply. In all existing structures, it is preferred that smoke detectors be hard-wired to the building's power supply; however, a monitored battery supply is acceptable for residential structures. All existing nonresidential structures covered by this chapter shall be protected by a hardwired smoke detector.”

9. §60-13 is hereby added as follows:

“§60-13 Alternative fire detection and/or prevention systems.

Alternative fire detection and/or prevention systems may be installed as a substitute for the smoke detectors required hereunder, provided that such alternative fire detection/prevention system has been individually approved and a permit therefore issued by the Code Enforcement Officer of the Borough (or such other persons as the Borough Council shall designate by resolution). Alternate fire detection and/or prevention systems installed and in operation prior to and on the effective date of this chapter are hereby deemed acceptable, provided that such systems are in conformance with the standards of the above code.

10. §60-14 is hereby added as follows:

“§60-14 Violations and penalties.

“Any person who violates §§60- 8 through 60 – 13 shall, upon conviction thereof before any District Justice of the Borough or any other court having jurisdiction over the same, be sentenced to pay a fine of not more than one thousand dollars (\$1,000) and costs of prosecution for each offense and, in default of payment of

such fine and costs, to imprisonment on the county jail for not more than thirty (30) days. Any architect, engineer, builder, contractor, agent, person or corporation employed in connection therewith who may have assisted in the commission of any such violation shall each be guilty of a separate offense and, upon conviction thereof before any District Justice in the Borough or other court having jurisdiction over the same, be sentenced to pay a fine of not more than one thousand dollars (\$1,000) and costs of prosecution for each offense and, in default of payment of such fine and costs, to imprisonment on the county jail for not more than thirty (30) days. Each day that a violation continues shall be deemed a separate offense.

SECTION II. SEVERABILITY

In the event that any section, sentence, clause, or word of this Ordinance shall be declared illegal, invalid or unconstitutional by any Court of competent jurisdiction, such declaration shall not prevent, preclude or otherwise foreclose the validity of the remaining portions of this Ordinance.

SECTION III. REPEALER

All ordinances or resolutions or parts thereof inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed.

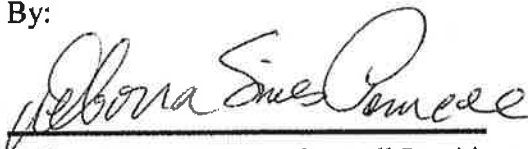
SECTION IV. EFFECTIVE DATE

This Ordinance shall take effect and be in force from and after its approval as required by the law.

ORDAINED AND ENACTED by the Borough Council of the Borough of Jenkintown, Montgomery County, Pennsylvania this 22 day of May, 2017.

JENKINTOWN BOROUGH COUNCIL

By:



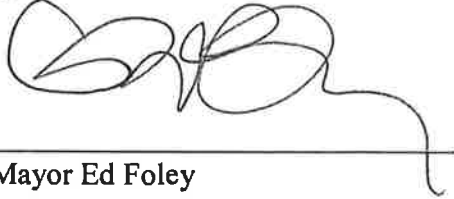
Debora Sines Pancoe, Council President

Attest:



George Locke, Borough Manager

Approved:



Mayor Ed Foley

Attachment 6 - Meter Calibration Reports

WG Malden

P.O. BOX 196, EAST EARL, PA 17519
PHONE: (717) 768-0800 FAX: (717) 768-0802

*** SERVICE REPORT ***

JENKINTOWN BOROUGH
700 SUMMIT AVENUE
JENKINTOWN, PA 19046

SERVICE DATE: JANUARY 02, 2024 **SERVICE CONTRACT:** QUARTERLY (Q1)
LOCATION: RUNNYMEDE
METER #: C8608 AA

PRIMARY: 8

MAXIMUM CAPACITY:

METER: TELEDYNE ISCO

RECORDER:

MODEL #: 2150

MODEL #: N/A

SERIAL #: 212C01626

SERIAL #: N/A

*** WORK PERFORMED ***

METER CALIBRATION

ERROR: 0.00 INCHES

TOLERANCE: ±0.125 INCHES

METHOD: LEVEL MEASUREMENTS AND VELOCITY CHECKS

RECORDER CALIBRATION

ERROR: N/A

TOLERANCE: N/A

CHECKED AT: N/A

TOTALIZER CALIBRATION

ERROR: 0

TOLERANCE: ±1.000 %

CHECKED AT: OPERATING VALUE

*** TECHNICIAN COMMENTS ***

PERFORMED QUARTERLY CALIBRATION
VERIFIED TOTALIZER (PASSED)
NO ADJUSTMENT NEEDED
DOWNLOADED DATA
CHANGED DESICCANT
LEFT EQUIPMENT OPERATING PROPERLY

SERVICE REPRESENTATIVE(S): JACOB BROWN, KYLE RANKIN

WG Malden

P.O. BOX 196, EAST EARL, PA 17519
PHONE: (717) 768-0800 FAX: (717) 768-0802

*** SERVICE REPORT ***

JENKINTOWN BOROUGH
700 SUMMIT AVENUE
JENKINTOWN, PA 19046

SERVICE DATE: JANUARY 02, 2024 **SERVICE CONTRACT:** QUARTERLY (Q1)
LOCATION: WYNCOTE
METER #: C8608 AB

PRIMARY: 8

MAXIMUM CAPACITY:

METER: TELEDYNE ISCO

RECORDER:

MODEL #: 2150

MODEL #: N/A

SERIAL #: 212C01659

SERIAL #: N/A

*** WORK PERFORMED ***

METER CALIBRATION

ERROR: -0.15 INCHES

TOLERANCE: ±0.125 INCHES

METHOD: LEVEL MEASUREMENTS AND VELOCITY CHECKS

RECORDER CALIBRATION

ERROR: N/A

TOLERANCE: N/A

CHECKED AT: N/A

TOTALIZER CALIBRATION

ERROR: 0

TOLERANCE: ±1.000 %

CHECKED AT: OPERATING VALUE

*** TECHNICIAN COMMENTS ***

PERFORMED QUARTERLY CALIBRATION
CLEANED PRIMARY
VERIFIED TOTALIZER (PASSED)
ADJUSTED EQUIPMENT
DOWNLOADED DATA
CHANGED DESICCANT
LEFT EQUIPMENT OPERATING PROPERLY

SERVICE REPRESENTATIVE(S): JACOB BROWN, KYLE RANKIN

WG Malden

P.O. BOX 196, EAST EARL, PA 17519
PHONE: (717) 768-0800 FAX: (717) 768-0802

*** SERVICE REPORT ***

JENKINTOWN BOROUGH
700 SUMMIT AVENUE
JENKINTOWN, PA 19046

SERVICE DATE: JANUARY 02, 2024 **SERVICE CONTRACT:** QUARTERLY (Q1)
LOCATION: WEST AVE
METER #: C8608 AC

PRIMARY: 8

MAXIMUM CAPACITY:

METER: TELEDYNE ISCO

RECORDER:

MODEL #: 2150

MODEL #: N/A

SERIAL #: 212C01660

SERIAL #: N/A

*** WORK PERFORMED ***

METER CALIBRATION

ERROR: -0.04 INCHES

TOLERANCE: ±0.125 INCHES

METHOD: LEVEL MEASUREMENTS AND VELOCITY CHECKS

RECORDER CALIBRATION

ERROR: N/A

TOLERANCE: N/A

CHECKED AT: N/A

TOTALIZER CALIBRATION

ERROR: 0

TOLERANCE: ±1.000 %

CHECKED AT: OPERATING VALUE

*** TECHNICIAN COMMENTS ***

PERFORMED QUARTERLY CALIBRATION
CLEANED PRIMARY
VERIFIED TOTALIZER (PASSED)
NO ADJUSTMENT NEEDED
DOWNLOADED DATA
CHANGED DESICCANT
LEFT EQUIPMENT OPERATING PROPERLY

SERVICE REPRESENTATIVE(S): JACOB BROWN, KYLE RANKIN

WG Malden

P.O. BOX 196, EAST EARL, PA 17519
PHONE: (717) 768-0800 FAX: (717) 768-0802

*** SERVICE REPORT ***

JENKINTOWN BOROUGH
700 SUMMIT AVENUE
JENKINTOWN, PA 19046

SERVICE DATE: APRIL 01, 2024 **SERVICE CONTRACT:** QUARTERLY (Q1)
LOCATION: RUNNYMEDE
METER #: C8608 AA

PRIMARY: 8

MAXIMUM CAPACITY:

METER: TELEDYNE ISCO

RECORDER:

MODEL #: 2150

MODEL #: N/A

SERIAL #: 212C01626

SERIAL #: N/A

*** WORK PERFORMED ***

METER CALIBRATION

ERROR: -0.02 INCHES

TOLERANCE: ±0.125 INCHES

METHOD: LEVEL MEASUREMENTS AND VELOCITY CHECKS

RECORDER CALIBRATION

ERROR: N/A

TOLERANCE: N/A

CHECKED AT: N/A

TOTALIZER CALIBRATION

ERROR: 0

TOLERANCE: ±1.000 %

CHECKED AT: OPERATING VALUE

*** TECHNICIAN COMMENTS ***

PERFORMED QUARTERLY CALIBRATION
VERIFIED TOTALIZER (PASSED)
NO ADJUSTMENT NEEDED
DOWNLOADED DATA
LEFT EQUIPMENT OPERATING PROPERLY

SERVICE REPRESENTATIVE(S): JACOB BROWN, KYLE RANKIN

WG Malden

P.O. BOX 196, EAST EARL, PA 17519
PHONE: (717) 768-0800 FAX: (717) 768-0802

*** SERVICE REPORT ***

JENKINTOWN BOROUGH
700 SUMMIT AVENUE
JENKINTOWN, PA 19046

SERVICE DATE: APRIL 01, 2024 **SERVICE CONTRACT:** QUARTERLY (Q1)
LOCATION: WYNCOTE
METER #: C8608 AB

PRIMARY: 8

MAXIMUM CAPACITY:

METER: TELEDYNE ISCO

RECORDER:

MODEL #: 2150

MODEL #: N/A

SERIAL #: 212C01659

SERIAL #: N/A

*** WORK PERFORMED ***

METER CALIBRATION

ERROR: 0.05 INCHES

TOLERANCE: ±0.125 INCHES

METHOD: LEVEL MEASUREMENTS AND VELOCITY CHECKS

RECORDER CALIBRATION

ERROR: N/A

TOLERANCE: N/A

CHECKED AT: N/A

TOTALIZER CALIBRATION

ERROR: 0

TOLERANCE: ±1.000 %

CHECKED AT: OPERATING VALUE

*** TECHNICIAN COMMENTS ***

PERFORMED QUARTERLY CALIBRATION
CLEANED PRIMARY
VERIFIED TOTALIZER (PASSED)
NO ADJUSTMENT NEEDED
DOWNLOADED DATA
LEFT EQUIPMENT OPERATING PROPERLY

SERVICE REPRESENTATIVE(S): JACOB BROWN, KYLE RANKIN

WG Malden

P.O. BOX 196, EAST EARL, PA 17519
PHONE: (717) 768-0800 FAX: (717) 768-0802

*** SERVICE REPORT ***

JENKINTOWN BOROUGH
700 SUMMIT AVENUE
JENKINTOWN, PA 19046

SERVICE DATE: APRIL 01, 2024 **SERVICE CONTRACT:** QUARTERLY (Q1)
LOCATION: WEST AVE
METER #: C8608 AC

PRIMARY: 8

MAXIMUM CAPACITY:

METER: TELEDYNE ISCO

RECORDER:

MODEL #: 2150

MODEL #: N/A

SERIAL #: 212C01660

SERIAL #: N/A

*** WORK PERFORMED ***

METER CALIBRATION

ERROR: -0.01 INCHES

TOLERANCE: ±0.125 INCHES

METHOD: LEVEL MEASUREMENTS AND VELOCITY CHECKS

RECORDER CALIBRATION

ERROR: N/A

TOLERANCE: N/A

CHECKED AT: N/A

TOTALIZER CALIBRATION

ERROR: 0

TOLERANCE: ±1.000 %

CHECKED AT: OPERATING VALUE

*** TECHNICIAN COMMENTS ***

PERFORMED QUARTERLY CALIBRATION
VERIFIED TOTALIZER (PASSED)
DOWNLOADED DATA
NO ADJUSTMENT NEEDED
LEFT EQUIPMENT OPERATING PROPERLY

SERVICE REPRESENTATIVE(S): JACOB BROWN, KYLE RANKIN

WG Malden

P.O. BOX 196, EAST EARL, PA 17519
PHONE: (717) 768-0800 FAX: (717) 768-0802

*** SERVICE REPORT ***

JENKINTOWN BOROUGH
700 SUMMIT AVENUE
JENKINTOWN, PA 19046

SERVICE DATE: JULY 01, 2024 **SERVICE CONTRACT:** QUARTERLY (Q1)
LOCATION: RUNNYMEDE
METER #: C8608 AA

PRIMARY: 8

MAXIMUM CAPACITY:

METER: TELEDYNE ISCO

RECORDER:

MODEL #: 2150

MODEL #: N/A

SERIAL #: 212C01626

SERIAL #: N/A

*** WORK PERFORMED ***

METER CALIBRATION

ERROR: 0.2 INCHES

TOLERANCE: ±0.125 INCHES

METHOD: LEVEL MEASUREMENTS AND VELOCITY CHECKS

RECORDER CALIBRATION

ERROR: N/A

TOLERANCE: N/A

CHECKED AT: N/A

TOTALIZER CALIBRATION

ERROR: 0

TOLERANCE: ±1.000 %

CHECKED AT: OPERATING VALUE

*** TECHNICIAN COMMENTS ***

PERFORMED QUARTERLY CALIBRATION
CLEANED PRIMARY
VERIFIED TOTALIZER (PASSED)
ADJUSTED EQUIPMENT
DOWNLOADED DATA
CHANGED DESICCANT
LEFT EQUIPMENT OPERATING PROPERLY

SERVICE REPRESENTATIVE(S): JACOB BROWN, KYLE RANKIN

WG Malden

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*** SERVICE REPORT ***

JENKINTOWN BOROUGH
700 SUMMIT AVENUE
JENKINTOWN, PA 19046

SERVICE DATE: JULY 01, 2024 **SERVICE CONTRACT:** QUARTERLY (Q1)
LOCATION: WYNCOTE
METER #: C8608 AB

PRIMARY: 8

MAXIMUM CAPACITY:

METER: TELEDYNE ISCO

RECORDER:

MODEL #: 2150

MODEL #: N/A

SERIAL #: 212C01659

SERIAL #: N/A

*** WORK PERFORMED ***

METER CALIBRATION

ERROR: -0.01 INCHES

TOLERANCE: ±0.125 INCHES

METHOD: LEVEL MEASUREMENTS AND VELOCITY CHECKS

RECORDER CALIBRATION

ERROR: N/A

TOLERANCE: N/A

CHECKED AT: N/A

TOTALIZER CALIBRATION

ERROR: 0

TOLERANCE: ±1.000 %

CHECKED AT: OPERATING VALUE

*** TECHNICIAN COMMENTS ***

PERFORMED QUARTERLY CALIBRATION
CLEANED PRIMARY
VERIFIED TOTALIZER (PASSED)
NO ADJUSTMENT NEEDED
DOWNLOADED DATA
CHANGED DESICCANT
LEFT EQUIPMENT OPERATING PROPERLY

SERVICE REPRESENTATIVE(S): JACOB BROWN, KYLE RANKIN

WG Malden

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*** SERVICE REPORT ***

JENKINTOWN BOROUGH
700 SUMMIT AVENUE
JENKINTOWN, PA 19046

SERVICE DATE: JULY 01, 2024 **SERVICE CONTRACT:** QUARTERLY (Q1)
LOCATION: WEST AVE
METER #: C8608 AC

PRIMARY: 8

MAXIMUM CAPACITY:

METER: TELEDYNE ISCO

RECORDER:

MODEL #: 2150

MODEL #: N/A

SERIAL #: 212C01660

SERIAL #: N/A

*** WORK PERFORMED ***

METER CALIBRATION

ERROR: 0.25 INCHES

TOLERANCE: ±0.125 INCHES

METHOD: LEVEL MEASUREMENTS AND VELOCITY CHECKS

RECORDER CALIBRATION

ERROR: N/A

TOLERANCE: N/A

CHECKED AT: N/A

TOTALIZER CALIBRATION

ERROR: 0

TOLERANCE: ±1.000 %

CHECKED AT: OPERATING VALUE

*** TECHNICIAN COMMENTS ***

PERFORMED QUARTERLY CALIBRATION
CLEANED PRIMARY
VERIFIED TOTALIZER (PASSED)
ADJUSTED EQUIPMENT
DOWNLOADED DATA
CHANGED DESICCANT
LEFT EQUIPMENT OPERATING PROPERLY

SERVICE REPRESENTATIVE(S): JACOB BROWN, KYLE RANKIN

WG Malden

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*** SERVICE REPORT ***

JENKINTOWN BOROUGH
700 SUMMIT AVENUE
JENKINTOWN, PA 19046

SERVICE DATE: OCTOBER 10, 2024 **SERVICE CONTRACT:** QUARTERLY (Q1)

LOCATION: RUNNYMEDE

METER #: C8608 AA

PRIMARY: 8

MAXIMUM CAPACITY:

METER: TELEDYNE ISCO

RECORDER:

MODEL #: 2150

MODEL #: N/A

SERIAL #: 212C01626

SERIAL #: N/A

*** WORK PERFORMED ***

METER CALIBRATION

ERROR: 0.01 INCHES

TOLERANCE: ± 0.125 INCHES

METHOD: LEVEL MEASUREMENTS AND VELOCITY CHECKS

RECORDER CALIBRATION

ERROR: N/A

TOLERANCE: N/A

CHECKED AT: N/A

TOTALIZER CALIBRATION

ERROR: 0

TOLERANCE: ± 1.000 %

CHECKED AT: OPERATING VALUE

*** TECHNICIAN COMMENTS ***

PERFORMED QUARTERLY CALIBRATION
CLEANED PRIMARY
DOWNLOADED DATA
VERIFIED TOTALIZER (PASSED)
NO ADJUSTMENT NEEDED
CHANGED DESICCANT
LEFT EQUIPMENT OPERATING PROPERLY

SERVICE REPRESENTATIVE(S): JACOB BROWN, KYLE RANKIN

WG Malden

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*** SERVICE REPORT ***

JENKINTOWN BOROUGH
700 SUMMIT AVENUE
JENKINTOWN, PA 19046

SERVICE DATE: OCTOBER 10, 2024 **SERVICE CONTRACT:** QUARTERLY (Q1)
LOCATION: WYNCOTE
METER #: C8608 AB

PRIMARY: 8

MAXIMUM CAPACITY:

METER: TELEDYNE ISCO

RECORDER:

MODEL #: 2150

MODEL #: N/A

SERIAL #: 212C01659

SERIAL #: N/A

*** WORK PERFORMED ***

METER CALIBRATION

ERROR: -0.03 INCHES

TOLERANCE: ±0.125 INCHES

METHOD: LEVEL MEASUREMENTS AND VELOCITY CHECKS

RECORDER CALIBRATION

ERROR: N/A

TOLERANCE: N/A

CHECKED AT: N/A

TOTALIZER CALIBRATION

ERROR: 0

TOLERANCE: ±1.000 %

CHECKED AT: OPERATING VALUE

*** TECHNICIAN COMMENTS ***

PERFORMED QUARTERLY CALIBRATION
CLEANED PRIMARY
VERIFIED TOTALIZER (PASSED)
NO ADJUSTMENT NEEDED
DOWNLOADED DATA
CHANGED DESICCANT
LEFT EQUIPMENT OPERATING PROPERLY

SERVICE REPRESENTATIVE(S): JACOB BROWN, KYLE RANKIN

WG Malden

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*** SERVICE REPORT ***

JENKINTOWN BOROUGH
700 SUMMIT AVENUE
JENKINTOWN, PA 19046

SERVICE DATE: OCTOBER 10, 2024 **SERVICE CONTRACT:** QUARTERLY (Q1)
LOCATION: WEST AVE
METER #: C8608 AC

PRIMARY: 8

MAXIMUM CAPACITY:

METER: TELEDYNE ISCO

RECORDER:

MODEL #: 2150

MODEL #: N/A

SERIAL #: 212C01660

SERIAL #: N/A

*** WORK PERFORMED ***

METER CALIBRATION

ERROR: 0.08 INCHES

TOLERANCE: ±0.125 INCHES

METHOD: LEVEL MEASUREMENTS AND VELOCITY CHECKS

RECORDER CALIBRATION

ERROR: N/A

TOLERANCE: N/A

CHECKED AT: N/A

TOTALIZER CALIBRATION

ERROR: 0

TOLERANCE: ±1.000 %

CHECKED AT: OPERATING VALUE

*** TECHNICIAN COMMENTS ***

PERFORMED QUARTERLY CALIBRATION
CLEANED PRIMARY
VERIFIED TOTALIZER (PASSED)
DOWNLOADED DATA
NO ADJUSTMENT NEEDED
CHANGED DESICCANT
LEFT EQUIPMENT OPERATING PROPERLY

SERVICE REPRESENTATIVE(S): JACOB BROWN, KYLE RANKIN