

**WEST CORNWALL TOWNSHIP
MUNICIPAL AUTHORITY
73 S. ZINNS MILL ROAD
Lebanon, PA 17042**

W C T M A

**Rules and Regulations Concerning
Connections to and Use of the
Sanitary Sewer System**

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Prepared by:

Steckbeck Engineering and Surveying, Inc.
279 North Zinn's Mill Road, Suite A
Lebanon, PA 17042
Telephone: (717) 272-7110
Fax: (717) 272-7348
www.steckbeck.net

RULES AND REGULATIONS
CONCERNING CONNECTIONS TO AND USE OF
SANITARY SEWER SYSTEM OF THE
WEST CORNWALL TOWNSHIP MUNICIPAL AUTHORITY
LEBANON COUNTY, PENNSYLVANIA

TABLE OF CONTENTS

	<u>Page</u>
SECTION I: DEFINITIONS	2 - 7
 SECTION II: CONDITIONS OF SEWER SERVICE	
A. Application for Service and Connection to the Sewer System, Fees, Etc.	8
B. Individual Connections	9
C. Maintenance and Repair of Sewer Service Lines	10
D. Inspection of Premises	10
E. Existing Lateral Sewers and Service Lines.....	10
F. Standards for Lateral Sewers, Sewer Service Lines and New Sewer Lines	10
G. Special Conditions and Requirements	11
H. Street Opening Permits	12
I. Standard of Quality	12
J. Inspection of Lateral Sewers and Sewer Service Lines	12
K. Restrictions on Use of Sewer System	12
L. Pretreatment Facilities	13
 SECTION III: ADMINISTRATIVE PROVISIONS	
A. Extension of Mains	14
B. Bills and Notices	15
C. Exonerations	16
D. Special Charges.....	17
E. Collection of Delinquent Accounts/Termination of Service	19
F. Violations of Rules and Regulations.....	20
G. Miscellaneous	21
 APPENDICES	
Appendix A – Applications	
Appendix B – Standard Details	
Appendix C – Standard Specifications	
Appendix D – Resolution of Sewer and Water Rates and Charges	

**RULES AND REGULATIONS CONCERNING CONNECTIONS TO AND
USE OF SANITARY SEWER SYSTEM OF THE
WEST CORNWALL TOWNSHIP MUNICIPAL AUTHORITY**

SECTION I: DEFINITIONS.

<u>Allowable Industrial Waste:</u>	Any solid, liquid, or gaseous substance, water borne waste or form of energy ejected or escaping from any industrial, manufacturing, trade, or business process or from the development, recovery, or processing of natural resources, as distinct from sanitary sewage, which complies with all provisions of these rules and regulations and which is allowed to be discharged into the sewer system by the Authority.
<u>Applicant:</u>	A person who applies for sanitary sewer service to a Premises. Unless clearly differentiated herein, the term Applicant shall be synonymous with Consumer, Owner, Person and Tenant.
<u>Authority:</u>	West Cornwall Township Municipal Authority, its successors and assigns, as their interests may appear.
<u>Authority Engineer:</u>	A licensed, professional engineer retained or employed by the Authority including any authorized employee or member of the staff of such engineer. Unless clearly differentiated herein, the term Authority Engineer shall be synonymous with Consultant.
<u>Basement:</u>	That part of a building which is partially or wholly below ground level.
<u>Boarding House:</u>	Unless clearly differentiated herein, the term Boarding House shall have the same meaning as that set forth in the West Cornwall Township Zoning Ordinance, as amended.
<u>Building:</u>	See Premises.
<u>Building Sewer:</u>	That part of the sewer line inside the walls of the building and extending through the wall to a point two feet (2') outside the wall and connecting to the Sewer Service Line. The Building Sewer shall receive discharge from one or

	more plumbing fixtures.
<u>Cellar:</u>	See Basement.
<u>Connection:</u>	The jointure, or the process of making the jointure, of one sewer or water line to another.
<u>Factory Building:</u>	Unless clearly differentiated herein, the term Factory Building shall have the same meaning as that set forth in the West Cornwall Township Municipal Zoning Ordinance, as amended.
<u>Consultant.</u>	Any person, firm or entity retained or employed by the Authority, including any authorized employees or members of the staff of such consultant, for the purpose of performing professional services. The term Consultant shall include, without limitation, geologists and hydrologists.
<u>Consumer:</u>	The party, either property owner or tenant, contracting with the Authority for sewer service for one or more families or for one or more business/institutional units on one premises, or a customer contracting with the Authority for water supply to resell. Unless clearly differentiated herein, the term Consumer shall be synonymous with Applicant, Consumer, Owner, Person and Tenant.
<u>Emergency:</u>	A condition, such as but not limited to, a flood or power outage during which the Authority may impose any sewer use restrictions or regulations deemed necessary for the public welfare.
<u>Engineer:</u>	See Authority Engineer.
<u>Equivalent Dwelling Unit (EDU):</u>	Equivalent Dwelling Unit (EDU) is a measure where one unit is equivalent to wastewater effluent from one single family residence (e.g. 1 EDU = 220 gallons per day of sewage as of January 4, 2012, but which may be amended from time to time by Resolution of the Authority)
<u>Extender:</u>	Any Person desiring to extend, or causing to be extended, any sewer main or any part of the sewer system herein defined.
<u>Garage:</u>	Unless clearly differentiated herein, the term Garage shall

have the same meaning as that set forth in the West Cornwall Township Zoning Ordinance, as amended.

Hotel: Unless clearly differentiated herein, the term Hotel shall have the same meaning as that set forth in the West Cornwall Township Zoning Ordinance, as amended.

Improved Property: Any property upon which there is erected any structure intended for continuous or periodic habitation, occupancy or use by human beings or animals and from which Sanitary Sewage or Industrial Waste shall or may be discharged. Unless clearly differentiated herein, the term Improved Property shall be synonymous with Premises and Building.

Industrial Waste: Any solid, liquid or gaseous substance, water borne waste or form of energy ejected or escaping from any industrial, manufacturing, trade or business process or from the development, recovery or processing of natural resources, as distinct from sanitary sewage, which is allowed to be discharged into the Sewer System by the Authority's Industrial Waste Resolution.

Lateral Sewer: That part of the Sewer System extending from the Sewer Main to the Street Right-of-Way or utility easement line and connecting to the Sewer Service Line.

Main Extension: Sewer service requiring the construction of one or more additional sewer mains.

Meter: A device for measuring the quantity of water used, which is sometimes the basis for determining charges for sewer service to a customer.

Owner: Any Person vested with ownership, legal or equitable, sole or partial, of any Property or Premises situated in the service areas of the Authority.

Person: Any individual, industrial, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents, or assigns. The masculine gender shall include the feminine, and the singular shall include the plural where indicated by the context. Unless specifically differentiated, the term

Person shall be synonymous with Applicant, Consumer, Owner, and Tenant.

Plumbing Fixture: Any receptacle intended to receive and discharge any liquid, water, or water carried waste into a Building Sewer.

Public Eating Place: Unless clearly differentiated herein, the term Public Eating Place shall have the same meaning as that set forth in the West Cornwall Township Zoning Ordinance, as amended.

Premises: The property, building, or other site to which sanitary sewer service is furnished, including:

- A. A building under one roof, owned or leased by one person, and occupied as one residence or business.
- B. Each combination of buildings owned or leased by one person, served by one sewer or water service line and occupied by one family or business.
- C. Each side of a double house or each housing unit.
- D. Each apartment, office, or suite of offices located in a building having several such apartments, offices, or suites of offices and using in common one or more means of entrance.
- E. Such other buildings, structures or situations as the Authority shall deem proper and advisable.

Property: See Premises.

Property Owner: See Owner.

Remote Readout Unit: A device used to transmit the inside water meter register reading to a point outside buildings, meter pits, etc.

Restaurant: Unless clearly differentiated herein, the term Restaurant shall have the same meaning as that set forth in the West Cornwall Township Zoning Ordinance, as amended.

Right-Of-Way: A public way including Streets and sanitary sewer and water easements.

<u>Sanitary Facilities:</u>	Toilets, sinks, and other plumbing fixtures and related piping intended to receive and discharge Sanitary Sewage into a Building Sewer.
<u>Sanitary Sewage:</u>	The normal water-carried household and toilet waste from any Improved Property, excluding, however, the effluent from septic tanks or cesspools, rain, storm and ground water, as well as roof or surface water drainage or percolating or seeping waters, or accumulation thereof, whether underground or in cellars or basements.
<u>Sanitary Sewer:</u>	A sewer which is part of the Sewer System and which carries Sanitary Sewage and/or Industrial Waste permitted to be discharged into the Sewer System.
<u>SCADA:</u>	The Authority's Supervisory Control And Data Acquisition System.
<u>Service Station:</u>	Unless clearly differentiated herein, the term Service Station shall have the same meaning as that set forth in the West Cornwall Township Zoning Ordinance, as amended.
<u>Sewer Service Line:</u>	That part of the Sewer Line connecting to the Lateral Sewer at the Street Right-of-Way or utility easement line and extending to and connecting to the Building Sewer at a point two feet (2') outside the building wall.
<u>Sewage Treatment Plant:</u>	See Wastewater Treatment Plant.
<u>Sewer Line:</u>	Any pipe or conduit constituting a part of the Sewer System and used or usable for sewage collection or transportation purposes, including Sewer Main, Lateral Sewers, Sewer Service Lines, and Building Sewers.
<u>Sewer Main:</u>	Any pipe which collects and transports wastewater from Lateral Sewers to the Authority's Sewage Treatment Plant.
<u>Sewer System:</u>	Sewer Mains, Lateral Sewers, Sewer Service Lines, pumping stations, sewer force mains, Sewage Treatment Plants, and all appurtenant facilities operated by the Authority in furnishing sewage service.
<u>Solicitor:</u>	A licensed attorney retained or employed by the Authority including any authorized employee or member of the staff of such attorney.

<u>Storm Sewer or Storm Drain:</u>	A pipe or conduit which carries storm, surface water, drainage, and certain industrial water discharges, such as cooling and air conditioning waters.
<u>Street:</u>	A public way including any highway, street, road, lane, court, public square, alley, or other passageway.
<u>Structure:</u>	See Premises.
<u>Tenant:</u>	Any Person in possession of a whole or a part of an Improved Property, who is not an Owner.
<u>Touch-pad Unit:</u>	A device used to transmit the inside meter register electronically to a magnetic recording device.
<u>User:</u>	See Consumer
<u>Vent Pipe:</u>	Shall mean any pipe extended vertically from a Sewer Service Line to provide ventilation for the system of piping and to prevent siphonage and back pressure.
<u>Wastewater Treatment Plant:</u>	Devices and/or structures or facilities leased by the Authority for the treatment and disposal of Sanitary Sewage and Industrial Waste.

SECTION II: CONDITIONS OF SEWER SERVICE.

No Connection through which Sanitary Sewage or Industrial Waste does or may enter the Sewer System shall be created, constructed, altered, repaired, or allowed to exist, which does not comply with these Rules and Regulations, as amended.

A. Application for Service and Connection to the Sewer System, Fees, Etc.

1. **Fees Required.** No Person shall uncover, connect with, make any opening into or use, alter or disturb, in any manner, any Sewer Line without first making application for and obtaining a permit, in writing, from the Authority. Application to the Authority for a permit required hereunder shall be made by the Owner of the Property to be served, on the Authority's current application form. Upon approval of the application by Authority, the application, together with these Rules and Regulations and the fee schedule, as altered or amended from time to time, shall constitute the entire contract between the Owner and Authority. The application will not be approved until the Authority receives full payment of all applicable service connection charges, tapping fees, and other charges as duly adopted by the Authority from time to time.

2. **Schedule of Fees – Subdivision/Land Development.** All subdivision and land development plans submitted to the Authority for review or approval by any Person shall be accompanied by a non-refundable filing fee to cover the Authority's administrative expenses, as well as anticipated review fees, in accordance with the schedule set by Resolution, as may be amended from time.

3. **Extender's Agreement Required.** All connections to the sanitary sewer system which require the extension or installation of additional lines or facilities which shall be dedicated to and owned by the Authority, namely any lines or facilities in excess of the Sewer Service Line, shall, as a condition of approval, require the Person proposing the development to execute an Extender's Agreement which contains all of the terms and conditions set forth herein.

4. **Reservation of Capacity.** No capacity in the Authority's sanitary sewer system shall be reserved for any Person until the Person has first executed and delivered to Authority, and Authority has approved, a reservation agreement on the Authority's current form.

5. **Supervision of Connection.** No Connection to the Sewer System shall be made except under the supervision of the Authority. The application and its acceptance by the Authority shall constitute, from the date of acceptance by the Authority, a contract obligating the Applicant to pay rates and charges as established by the Authority from time to time and to comply with the Rules and Regulations which shall be established from time to time.

6. **Requirements Prior to Receiving Service.** Sewer service shall be furnished only after:

- a. The Owner of the Improved Property to be served shall have installed, at

his own cost and expense, the Lateral Sewer, if required, and the Sewer Service Line in accordance with these Rules and Regulations; and

b. The Authority has inspected and tested the Lateral Sewer and Sewer Service Line and approved such facilities as complying with these Rules and Regulations.

7. Abandoned Service. Whenever any Improved Property which is connected to the Sewer System is to be razed and the existing Sewer Service Line is to be abandoned, the existing Lateral Sewer shall be capped by the Owner at the Right-of-Way line, with an appropriate watertight end cap, and shall be inspected and approved by the Authority before backfilling is allowed. At the time of placement of the end cap, the Property owner at his sole expense, shall provide the Authority with a GPS location survey on an electronic file (CD, USB, or other acceptable electronic storage device) which provides three dimensional coordinates of the location of the cap on the lateral.

8. Sale of Premises. Whenever an Improved Property which is connected to the Sewer System is sold or otherwise conveyed the purchaser and/or the seller shall promptly notify the Authority of such sale or conveyance.

9. Indemnification Agreement for Lateral Sewers. All Owners who make connections to the sewer system shall enter into an indemnification agreement with the Authority. The standard forms of the agreement are provided in appendix.

10. Infiltration and Inflow/FOG Charges. All Properties connected to the sanitary sewer shall be subject to a periodic Infiltration and Inflow and Fats, Oil and Grease charges as set forth herein.

11. Collection of Delinquent Accounts/Termination of Service. Unless otherwise approved by the Authority, the procedures set forth herein shall be followed with regard to overdue accounts.

B. Individual Connections.

1. Individual Line for Each Separate Property. Each Improved Property shall have its own individual Lateral Sewer and Sewer Service Line. Each side of a double house having a solid vertical partition wall shall be considered a separate property requiring individual sewer Connections. This requirement may be amended as a special exception by the Authority under the condition that the benefactors of any shared lateral shall be required to execute a Shared Lateral Agreement as prepared by the Authority's solicitor. Attorney and engineer fees related to the review of a special exception request and preparation of a Shared Lateral Agreement shall be paid by the benefactor(s) of the agreement prior to the construction and use of the shared lateral.

2. More Than One Building on a Property. Where any Premises under single ownership consist of more than one building, the Authority reserves the right to determine, under

the circumstances of each case, whether each separate building must have its individual sewer Connection or whether all buildings together may use a single Connection. If a single Connection is permitted by the Authority; it shall in all cases be sized to pass the maximum flow anticipated. In the event the Property is subdivided in the future, then each new lot shall be provided with a separate service lateral in accordance with paragraph (1) of this Section.

C. Maintenance and Repair of Sewer Service Lines. All Sewer Service Lines shall be maintained and repaired by the Owner of the Improved Property at his sole cost and expense. All repairs shall comply with these Rules and Regulations are subject to the inspection and approval of the Authority.

All Lateral Sewers from the Sewer Main to the Right-of-Way line are the responsibility of the Authority except where an agreement is established between the Owner and the Authority such that the Lateral Sewer is considered as part of the Owner's private Sewer System.

D. Inspection of Premises. The Authority, through its agents and employees, shall have the right at all reasonable times to enter any Premises connected with or about to be connected with the Sewer System in order to enforce compliance with these Rules and Regulations.

E. Existing Lateral Sewers and Service Lines. Existing Lateral Sewers and Sewer Service Lines may be utilized providing they have been inspected by the Authority and found to be reasonably true to grade and alignment, in good condition for the purpose of conveying Sanitary Sewage or Industrial Wastes, and have tight joints of approved materials. If the existing lines do not conform to this requirement, the line shall be corrected or a new line shall be constructed at the expense of the Owner in accordance with the specifications contained herein.

F. Standards for Lateral Sewers, Sewer Service Lines and New Sewer Lines.

1. New Sewer Mains: The following requirements shall apply to all new sewer mains which are constructed by others and intended to be dedicated to the Authority for ownership by the Authority.

a. Design of all new sewer mains shall be by the Authority's Engineer, or shall be reviewed and approved by the Authority's Engineer prior to construction.

b. The construction of new sewer mains shall be performed in accordance with technical specifications of the Pennsylvania Utility Contractors Association (PUCA) latest version, or specifications of the Authority, which may be adopted or amended from time to time by Resolution. In case of a conflict between the two documents, the specifications of the Authority shall govern.

c. All new sewer mains shall be located in dedicated public rights-of-way of a minimum of twenty feet (20') width, in or along dedicated public streets or in or along durable, all weather access ways for which provisions are in place for plowing and clearing of snow. In

the case a dedicated right-of-way traverses private property, the right-of-way shall be kept clear of surface improvements and structures, including but not limited to trees, shrubbery, concrete walkways or patios, storage sheds, decks, gazebos, green houses, etc. The Authority shall not be responsible nor liable for damages to, or replacement of, any surface improvements within a right-of-way contrary to this prohibition.

d. Sewer mains and manholes may only be located outside of a dedicated public right-of-way without accessibility as required in this paragraph if expressly approved by the Authority in writing. Approval of subdivisions or land development plans by West Cornwall Township or the Lebanon County Planning Department shall not constitute an approval by the Authority.

e. No new sewage pumping stations shall be proposed, designed nor constructed without the express written approval of the Authority. Pumping stations shall be avoided whenever technically feasible, regardless of the cost to the developer. In the event a sewage pumping station is approved by the Authority, then the design and construction shall conform to the Authority's specifications.

f. All sewer main extenders and developers shall enter into an extender's agreement with the Authority. The extender's agreement shall be prepared by the Authority's Solicitor. The extender's agreement shall set forth terms and conditions for new sewer main extensions, construction, inspection, testing, and dedication. All Authority costs associated with the extension, construction, testing or dedication of new sewer mains shall be borne by the extender or developer.

2. Basement Flooding; Check Valves. The Authority does not guarantee that basement service will be provided to any building and shall not be responsible for any damages that may result from basements being flooded by the stoppage of Sewers. It is recommended that all basements having floor drains be provided with a suitable check valve and that the pipes therein be connected so that the use of Plumbing Fixtures on or above the first floor of the building shall not interfere with the shutting off of said valve.

G. Special Conditions and Requirements.

1. Grease Traps – Multi-Party Sewer Service Lines; Hotel; Restaurant; Boarding House; Public Eating Place: No Sewer Service Line conveying waste from more than one Building, unit in a condominium or mobile home, hotel, restaurant, boarding house, or public eating place shall connect to the Sewer System without first installing grease traps, of a type and size approved by the Authority, on the Sewer Service Lines at a location approved by the Authority.

2. Grease Traps - Service Station; Garage; Factory Building; and Similar Establishments: No service station, garage, factory building, or commercial establishment which handles oils, petroleum or similar products, or which washes cars, trucks, or other types of machinery, shall connect to the Sewer System without first installing grease traps, of a size and

type approved by the Authority, on the Sewer Service Lines at a location approved by the Authority.

H. Street Opening Permits. Unless otherwise determined by the Authority, whenever the surface of any public Street, sidewalk, or cartway is disturbed by construction of Sewer Lines, except in such cases where said work is being performed by the Authority, it will be the responsibility of the Owner to secure and maintain Street opening permits from the municipality in which the work is being performed. Any highway occupancy permits required by the State will be secured by the Owner in the Authority's name, as required by these Rules and Regulations.

I. Standard of Quality. All construction, reconstruction, and alterations of Sewer Connections and appurtenances shall be performed in a competent workmanlike manner in accordance with recognized standards of the plumbing trade and specifications currently on file with the Authority. The Authority in its sole discretion may stop, or require reconstruction of, any work not conforming to its standards or specifications.

J. Inspection of Lateral Sewers and Sewer Service Lines. The construction of Lateral Sewers and/or Sewer Service Lines shall at all times be subject to the inspection of the Authority and shall conform to the Authority's specifications. No Owner shall permit Lateral Sewers or Sewer Service Lines to be covered or backfilled until authorized by the Authority to do so. If the line is backfilled prior to an inspection by the Authority, the lines shall be totally exposed at the Owner's expense for the required inspection. All inspection costs shall be paid by the Owner in accordance with the Authority's fee resolution.

K. Restrictions on Use of Sewer System.

1. No Person shall discharge or cause to be discharged into the Sewer System any of the following: (1) storm water, surface drainage, ground drainage, roof runoff, subsurface drainage, cooling water, drainage from tile fields or unpolluted process waters; (2) any industrial wastes, chemical or other matter, in accordance with the Authority's Industrial Waste Resolution.

2. Without limiting the provisions of subparagraph K.1.(1) and (2) above, no Owner or Tenant of Improved Property shall be permitted to use a sump pump, gutter, downspout or other device to conduct stream, storm, roof, ground or surface water into the Sewer System.

3. Whenever a Person is authorized by the Authority and the appropriate governmental agencies to discharge any polluted water, Sanitary Sewage or Industrial Waste containing any of the substances or possessing any of the characteristics referred to in paragraph K.1(1) and (2) of this section, such discharge shall be subject to the continuing approval, inspection and review of the Authority. If, in the opinion of the Authority, such discharges are causing or will cause damage to the Sewer System, the Authority shall order the Person causing such discharge to cease doing so forthwith, or to take other appropriate action as may be required by the Authority to eliminate the harmful discharge.

4. In no circumstances shall any plumber or any other Person install or connect, or permit to be installed or connected, to the Sewer Service Line or any part of the Sewer System any device or system designed to discharge any substance other than Sanitary Sewage or allowable Industrial Waste into the Sewer System. Without limiting the foregoing, all plumbers or other Persons are prohibited from installing or connecting, or permitting to be installed or connected, a sump pump, gutter, downspout or other device to conduct streams, storm, roof, ground, or surface water into the Sewer System.

L. Pretreatment Facilities.

1. Whenever a Person requests permission from the Authority to discharge any polluted water, Sanitary Sewage or Industrial Waste, the Authority may, in its sole discretion, require as a condition to its granting approval for such discharge that said Person provide, at his own expense, pretreatment of such waters or wastes to reduce or eliminate objectionable substances or characteristics prior to discharge into the Sewer System, or to control the quantities or rates of discharge of such water or wastes.

2. Whenever a Person is required by the Authority to provide pretreatment facilities, no construction of such facilities shall be commenced until: (1) construction drawings, specifications and other pertinent information relating to the proposed facilities are submitted by said Person to the Authority and the Authority gives written approval for the construction of the proposed facilities.

3. Whenever pretreatment facilities are approved by the Authority and are placed in operation, said facilities shall be continuously maintained in satisfactory and effective operation by the Owner thereof, at his own expense. The Authority shall have the right to inspect said facilities at any reasonable time to insure such are being properly maintained and operated in accordance with the then current Rules and Regulations of the Authority. The Owner shall install a sampling manhole in accordance with the detail included in appendix. The Authority shall be supplied with a report every three months showing operating data of the pretreatment facility.

4. The Owner of grease traps as described in paragraph II.G above shall provide continuous, ongoing maintenance of the trap, including periodic pumping and disposal of the contents at remote locations. The Owner of the grease trap shall receive manifest proof of pump out of the trap, and shall retain records at the facility. Upon inspection by an Authority authorized representative, the Owner shall allow review and copying of the manifests and/or shall provide copies to the Authority within a reasonable time period after receiving a request for copies from the Authority.

5. In the event a Person or Owner of a connected facility is found to be discharging objectionable substances into the Sewer System; or a previously approved pretreatment facility or grease trap is found to be malfunctioning or is determined to be insufficient to prevent the discharge of objectionable substances, the Person or Owner shall take immediate steps to abate the discharge. In no case shall the discharge continue for more than fourteen (14) days after

written notice is issued by the Authority to abate the discharge.

SECTION III: ADMINISTRATIVE PROVISIONS.

A. Extension of Mains.

1. Extensions by Developer. All extensions to the Authority's sewer lines shall be made on the basis of an "Extension Agreement" or similar agreement, made between the Property Owner and the Authority. A sample "Sanitary Sewer/ Extension Agreement", generally acceptable to the Authority is in the Appendix. The agreement shall provide for all of the following:

a. All extensions shall be made at the expense of the Applicant by contractual agreement with contractors other than the Authority, and the extensions shall be installed, including pipe, manholes, and any appurtenances in accordance with the Authority's specifications.

b. Upon completion of the extension and acceptance by the Authority, the right and title of the extension will be conveyed to the Authority, free and clear of all liens and together with all rights, privileges and appurtenances.

c. All main extensions shall be constructed in public rights-of-way or Authority-owned easements, which easements shall be a minimum of thirty (30) feet wide, unless additional utilities are to be installed within the easement, in which case the width shall be increased to a point reasonably acceptable to the Authority and its Engineer. The Applicant shall grant to the Authority any easements across his property that are necessary for the main extension or future extensions thereof by the execution of satisfactory agreements prepared by Authority's Solicitor and paid for by the Applicant.

d. As a general rule, all sewer main extensions shall be eight (8) inches or larger unless the applicant obtains special authorization by the Authority for a smaller sewer line. The size of the main or mains in all cases shall be specified by the Authority, through a review by the Authority Engineer, with all costs paid by the Applicant.

e. In the event the Authority desires the main or mains to be larger than eight (8) inches in diameter, the Authority may elect to refund to the Applicant the excess cost of pipe, valves, and fittings over the cost of eight (8) inch pipe, valves, and fittings, said refund to be based on the annual bid price of materials.

f. There will be no refund for sewer mains installed within developments.

g. For sewer mains installed outside a development the Authority will refund to the Applicant the amount of the reimbursement component of the tapping fee in accordance

with applicable law for each new consumer hook-up onto the extended main. The tapping fee is established by the Authority by Resolution, separate and apart from these Rules & Regulations. There shall be no reimbursement to an Applicant for connections onto sewer lines in the Authority's system that were not directly installed by the Applicant.

h. No refunds will be made to the Applicant for new hook-ups made ten (10) years after date of the Extension Agreement. At that time, all accounting shall cease.

i. For mains installed inside a development but serving customers outside the development if they are connected directly onto the Applicant's main, each new Consumer served outside the development shall pay the Authority a tapping fee pursuant to the respective sewer Tapping Fee Schedule in place at the time of the hook-up. A portion of the tapping fee referred to as the reimbursement component as established in the Tapping Fee Resolution will be refunded by the Authority to the Applicant.

j. An Applicant shall not be entitled to any refund for hook ups onto main sewer lines which were not directly installed by the Applicant. In cases where a sewer main that was installed by an Applicant and which is subject to reimbursement is further extended by a new Applicant, only one hook up reimbursement shall be refunded to the original Applicant from the new Applicant. Hook up fees for connection onto the second Applicant's line shall be reimbursed only to the second Applicant.

2. Extensions by Authority. In those instances where the Authority extends new sewer mains in existing or new service areas in order to improve its system any Property Owner whose Property or Properties is benefited, improved or accommodated by the extension may be assessed for the extension according to the front foot rule, or by other means, as may be authorized by the Municipality Authorities Act, the Second Class Township Code, or any other enabling legislation. In cases where service can be taken from either side of any road or street in which the Authority has extended its mains in accordance with the foregoing, the payment will be based on one-half (2) of the front footage cost; or other methods authorized by applicable legislation.

B. Bills and Notices.

1. For Properties with water service, water meters will be read quarterly or monthly and standard bills based upon the time interval between meter readings, based upon then prevailing rates set by Resolution, shall be computed and issued. For properties receiving only sewer service, quarterly or monthly bills based upon then prevailing rates set by Resolution shall be computed and issued.

2. All sewer bills shall be due and payable when rendered. Special charges shall be payable on demand. No abatement on metered water bills will be made for leaks or for water wasted by damaged or defective fixtures. All bills, if unpaid thirty (30) days after the same are due, shall be considered delinquent, and a ten percent (10%) late payment charge will be added to the bill. All charges to residential consumers, if unpaid thirty (30) days after the same are due,

shall be considered delinquent, and a ten percent (10%) late payment charge on the full unpaid and overdue balance will be added to the bill and the delinquent account shall be pursued for payment through the District Magistrate.

3. All flat rate bills, if any, except those for temporary service, are rendered annually in advance and are payable in full when rendered. If bill is unpaid in thirty (30) days, it shall be considered delinquent and a ten percent (10%) late payment charge will be added to the unpaid bill and the delinquent account shall be pursued for payment through the District Magistrate.

4. All bills for service are payable at the office of the Authority, or the designated agent identified on the bill. The Authority may mail or deliver the bills and notices to a Property Owner at his address given in the application and service contract and the Authority shall not be otherwise responsible for the delivery thereof. If payment of a bill is made by mail, for the purpose of determining the time of payment, it shall be determined to have been made on the date shown by the postmark on the envelope in which payment is enclosed.

5. Failure to receive a bill will not exempt the Property Owner from the terms of payment, and shall not constitute a waiver of these Rules and Regulations.

6. A Property Owner who admits liability for billed service and who is deemed to be delinquent in payment for services rendered may enter into a mutually satisfactory written agreement with the Authority to amortize or pay the unpaid balance of the account in one or more payments over a reasonable period of time.

7. The Authority reserves the right to take any legal action it deems necessary, including the filing of a lien on the property, in order to recover amounts due and payable.

8. Any Property Owner who doubts the accuracy of a bill shall bring or mail the bill, within ten (10) days of receipt, to the office of the Authority. The Authority will check the bill, and either confirm the original billing or issue a corrected bill. The due date will be adjusted by the time required to check and reissue the bill.

C. Exonerations.

1. All persons, firms or corporations who may desire to discontinue the use of the sewer system, shall notify the Authority in writing; and upon failure of such notice, they shall be charged with sewer rent until such notice be given. In no case will abatement be allowed for less than three (3) months in any one (1) calendar year. In case of a dispute about delivery of written notice, only receipt for registered or certified mail shall be accepted as proof of proper notification.

2. All users are to be billed as full customers, and no exonerations, either wholly or in part, are to be granted for any use.

3. The minimum charge (or debt reduction portion) of a bill shall be applicable and payable, regardless of amount of sewer discharged to the sewer system the property is connected to the sewer system and service is available. The minimum charge will be waived only on a special case by case basis, due to unusual circumstances, and only when specifically requested by the property owner **in advance** of the beginning of the waiver.

4. The Authority may, at its option, waive the penalty portion of any water or sewer bill, after reviewing past payment records, consumer mailing records, etc.

D. Special Charges.

1. Infiltration and Inflow Charge.

a. Amount. An inflow charge shall be imposed against each user of the sewer system in the quarterly amount set by Resolution, but not less than two hundred fifty and 00/100 dollars (\$250.00). This charge shall be added to each quarterly billing for each user of the sewer system in order to provide and generate income for the Authority to treat unauthorized flow being generated by inflow into the system from sump pumps and other similar devices, and said charge is to be additional to the quarterly sewer rental charge billed to each user of the system. The inflow charge shall be billed and collected in the same manner as the quarterly sewer rental charge and will be due at the same time. The Authority may increase or decrease the inflow charge by appropriate Resolution.

b. Periodic Charge. If it is deemed necessary, the inflow charge may be imposed annually on users of the sewer system in order to eliminate inflow or create additional revenues for costs associated with the treatment of inflow and infiltration into the system.

c. Notice. The Authority shall give each user of the sewer system sixty (60) days notice of the pending imposition of each inflow charge.

d. Inspection. Upon receipt of said notice, each user of the sewer system may contact the Authority to arrange for an inflow inspection of the user's premises. The purpose of the inspection is to permit the Authority to inspect the user's premises for sump pumps and other unauthorized inflow causing devices. Upon inspection, the Authority shall relieve the user of the inflow charge if it determines that the user is not contributing unauthorized inflow into the sewer system, or has satisfactorily and timely complied with the direction from the Authority to dismantle any device causing unauthorized inflow.

e. Notice of Violation. If the Authority determines that a device contributing unauthorized inflow is located on a user's property, the Authority shall notify the user in writing of the presence of said device and the user shall have ten (10) days from the date of the notice in which to disconnect the device. Upon the expiration of the ten (10) day period, the Authority shall conduct a follow up inspection in order to verify compliance with the notice.

f. Appeal. Any user who receives written notification to dismantle a device

may file a written appeal with the Authority not later than ten (10) days from the date of the notice. The filing of an appeal will temporarily stay the requirement that the inflow causing device be dismantled, but it will not stay the imposition of the inflow charge.

g. The Authority shall require the elimination of any unauthorized inflow and the dismantling of any device causing or contributing unauthorized inflow into the System. The Authority may obtain an Order from the Court of Common Pleas requiring the dismantling of the device if the user fails to comply with the written direction of the Authority. In addition to all other remedies at law or in equity, and to the maximum extent allowed by law, the user shall be responsible for the Authority's costs and expenses, including its attorneys' fees, if the Authority is required to pursue legal action in order to accomplish the dismantling or removal of an inflow causing device.

2. Fats, Oils & Grease ("FOG") Charge.

a. Amount. A FOG charge shall be imposed against each user of the Authority's sewer system operating a hotel, restaurant, boarding house, public eating place, service station, garage, factory building or other commercial establishment which handles fats, oils, petroleum or similar products, or which washes cars, trucks, or other types of machinery, or any Property from which fats, oils, petroleum or similar products are being received, in the quarterly amount set by Resolution, but not less than two hundred fifty and 00/100 dollars (\$250.00) per EDU. This charge shall be added to each quarterly billing for each such user of the System in order to provide and generate income for the Authority to treat fat, oils and grease being introduced into the System, and said charge is to be additional to the quarterly sewer rental charge billed to each such user of the System. The FOG charge shall be billed and collected in the same manner as the quarterly sewer rental charge and will be due at the same time.

b. Periodic Charge. If it is deemed necessary, the FOG charge may be imposed annually on such users of the System in order to eliminate FOG or create additional revenues for costs associated with the treatment of FOG.

c. Notice. The Authority shall give each such user of the system sixty (60) days notice of the pending imposition of each FOG charge.

d. Inspection. Upon receipt of said notice, each such user of the System may contact the Authority to arrange for an inspection of the user's premises. The purpose of the inspection is to permit the Authority to inspect the user's premises for an appropriate grease trap. Upon inspection, the Authority shall relieve the user of the FOG charge if it determines that the user is not introducing FOG into the System, or has satisfactorily and timely complied with the direction from the Authority to install an appropriate grease trap.

e. Notice of Violation. If the Authority determines that an appropriate grease trap is not functioning on such a user's premises, the Authority shall notify the user in writing of this fact and the user shall have sixty (60) days from the date of the notice in which to install an appropriate grease trap. Upon the expiration of the sixty (60) day period, the Authority shall

conduct a follow up inspection in order to verify compliance with the notice.

f. Appeal. Any user who receives written notification to install a grease trap may file a written appeal with the Authority not later than ten (10) days from the date of the notice. The filing of an appeal will temporarily stay the requirement that a grease trap be installed, but it will not stay the imposition of the FOG charge.

g. Attorneys' fees/costs of compliance. The Authority shall require the installation of an appropriate grease trap. To the extent provided by law, the user shall be responsible for the Authority's costs and expenses, including its attorneys' fees, if the Authority is required to pursue legal action in order to accomplish the installation of an appropriate grease trap.

E. Collection of Delinquent Accounts/Termination of Service. Unless otherwise approved by the Authority, the following procedures shall be followed with regard to overdue accounts.

1. An account will be deemed overdue if it has not been paid within thirty (30) days after an invoice has been issued.

2. Upon an account becoming overdue, the Authority employee responsible for accounts receivable will prepare and send an overdue notice to the property owner via certified U.S. Mail, return receipt requested. The notice will contain a warning that the Authority intends to add attorneys' fees and out-of-pocket expenses incurred to the amount owed pursuant to WCTMA Resolutions that may be in effect. A copy of the notice will be sent to the occupant of the property in the unusual event the Authority has agreed to bill the occupant and not the owner. The Authority will not agree to invoice anyone other than the property owner with regard to all new accounts.

2. If the account is not paid within thirty (30) days after the overdue notice is issued, the employee will issue a notice to the property owner that a lien will be filed via regular U.S. Mail. This notice will be posted on the dwelling and a copy will be sent to the occupant of the property in the unusual event the Authority has agreed to bill the occupant and not the owner.

3. If the account is not paid within ten (10) days after the lien notice is issued, the Solicitor will be provided with the information necessary to prepare and file a lien against the property for the amount due, including all penalties.

4. With Regard to All Overdue Accounts. In the event payment has not been received, or satisfactory payment arrangements have been made, within six months of the date a lien is filed, the Solicitor will be notified to exercise the lien thereby forcing a sale of the property. If the customer is unable to pay the entire overdue amount, including any penalties, appropriate installment payments will be considered on a case by case basis. In no event, however, will the Authority keep from exercising the lien until at least one third ($\frac{1}{3}$) of the total arrearage has been paid and a signed agreement, which shall include a payment schedule for a period not to exceed four (4) months, prepared by the Solicitor and approved by the Board, has

been signed. The customer shall be responsible for all costs incurred in connection with the preparation of any such agreement.

F. Violations of Rules and Regulations.

1. Any Person who discharges or causes to be discharged any of the substances into the sewer system in violation of these Rules and Regulations, upon notice from the Authority or the designated representative, shall have no more than ten (10) days in which to cease such violation. If such Person remains in violation ten (10) days following notice from the Authority, then the Authority shall have the right to order the same to disconnect from the sewer and/or water system and/or to assess penalties as stipulated herein.

2. Any Person who causes harm or damage to the sewer system as a result of a violation of these Rules and Regulations shall be liable to the Authority for the cost of such harm or damage, which cost shall be in addition to any penalties which may be assessed as stipulated herein.

3. Any Person who violates these Rules and Regulations and as a result causes the Authority to be in violation of any statute, ordinance, rule or regulation of any federal, state or local government or agency, and as a result causes the Authority to incur costs in the form of, but not limited to, a fine or other penalty because of such violation, shall be liable to the Authority to reimburse the Authority for all such costs paid by the Authority to the governmental body or agency plus additional reasonable attorneys' and other consultants' fees incurred by the Authority in connection with the violation.

4. In the event of a violation of these Rules and Regulations, the Authority may avail itself of all remedies available at law or equity including, without limitation, the recovery of attorneys' fees and costs if permitted by law. Each day that a violation of these Rules and Regulations occurs or continues, or each section of these Rules and Regulations which shall be found to have been violated, shall constitute a separate violation of these Rules and Regulations and be punishable as such.

5. All remedies of the Authority as provided for herein are cumulative; election of one remedy shall not bar or prohibit the Authority from invoking any and all additional remedies as provided for herein, or any other remedies that may be available at law or in equity.

6. Penalties imposed under these Rules and Regulations shall be enforceable in the manner prescribed at law at the time when the enforcement is undertaken.

G. Miscellaneous.

1. Any authorized representative of the Authority shall have access at all reasonable hours to any premises supplied with water or sewer service for the purpose of reading meters, making inspections or repairs, or securing information as the Authority may deem necessary for the proper and efficient conduct of its business.

2. No official or representative of the Authority shall have authority to bind it by any promise, agreement, or representation not provided for in these Rules and Regulations.

3. The Authority shall have the right to deny any application for sewer service during periods of declared emergencies or sewage connection moratoriums imposed by the Commonwealth or other entity or agency having jurisdiction to do so.

6. The Rules and Regulations of the Authority shall be applicable to all situations involving the sewer system. A copy of the Rules and Regulations shall be available upon request at the Authority office. Failure of any Person to inform himself of the Rules and Regulations applicable to any situation shall not be considered as sufficient excuse for noncompliance.

APPENDICES

APPENDIX A
APPLICATIONS

APPENDIX B
STANDARD DETAILS

APPENDIX C
**STANDARD SPECIFICATIONS FOR
SEWER SYSTEM CONSTRUCTION**

APPENDIX D
RESOLUTION OF SEWER RATES AND CHARGES