

MUNICIPAL AUTHORITY
OF
WHITE DEER TOWNSHIP
UNION COUNTY

SANITARY SEWER SYSTEM
RULES AND REGULATIONS

February 2025

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SECTION 1

SECTION 1.01 – DEFINITIONS

Unless the context specifically and clearly indicates otherwise, the meaning of terms and phrases used in this Ordinance shall be as follows:

- A. “Administrative Fee” means the fee charged by the Authority per each residential dwelling unit or each non-residential unit.
- B. “Authority” shall mean the Municipal Authority of White Deer Township.
- C. “Building” A building is a structure built, erected or framed of component structural parts designed for the housing, shelter, enclosure, or support of persons, animals, or property of any kind. This definition shall include structures built on-site or at any remote location or factory.
- D. “Building Drain Clean-out” means a clean-out on the building drain just inside or outside the building wall through which the sewer may be cleaned. (See Drawing)
- E. “Building Main” shall mean the extension from the sewage drain system of any structure to the main.
- F. “Building Trap” means a device, fitting or assembly of fittings installed on the service line to prevent circulation of air between the drainage system of the building and the service line.
- G. “Industrial Drain” means a protected and trapped drain for the purpose of carrying off spent water from the basement of a factory, laboratory, workshop or other building used for industrial or commercial purposes, but excluding any drainage from rain water, springs, wells, or other ground or surface water.
- H. “Connection Fee” means the fee charged by the Authority based on the actual cost to the Authority for the connection to the system and shall include inspection fee and administrative fee.
- I. “Consumer” as used herein shall be each separate family and/or business, which to a major degree is a separate institution and received service for the dwelling unit.
- J. “Department of Environmental Protection” (DEP) means the Department of Environmental Protection of the Commonwealth of Pennsylvania, or its successor in authority.

- K. “DEP Permit” means the permit(s) which is required by the Department of Environmental Resources of the Commonwealth of Pennsylvania for the construction of a new line or the extension of an existing system.
- L. “Developer” means any landowner who makes or causes to be made a subdivision of land or a land development.
- M. “Dwelling Unit” means a building under one roof and occupied by one family or one business; or
1. A combination of buildings in one enclosure or group and occupied by one family or business; or
 2. One side of a double building or house having solid vertical partition wall; or
 3. Each room or group of rooms in a building occupied or intended for occupancy as a separate business or as separate living quarters by a family or other group of persons living together or by a person living alone; or
 4. Each apartment, office or suite of offices in a building or house having several such apartments, offices or suites of office and using in common one or more hallways and one or more means of entrance; or
 5. Any trailer or mobile home occupied by one family or business; or
 6. Any other unit or category listed in the schedule of EDU’s set forth in Section III.
- N. “Grease Trap” means a facility installed on a sewer service line to prevent grease, in any form, from entering the public sewer system.
- O. “Improved Property” means any property located within the Authority upon which there is erected a structure intended for continuous or periodic habitation, occupancy or use by human beings or animals from which structure Sanitary Sewage and/or Industrial Wastes shall be or may be discharged.
- P. “ Industrial Establishment” means any room, group of rooms, building or other enclosure used or intended for use in the operation of one business enterprise for manufacturing, processing, cleaning, laundering or assembling any product, commodity or article, or from which process waste, as distinct from Sanitary Sewage, shall be discharged.
- Q. “Industrial Wastes” means any and all wastes discharged from an Industrial Establishment other than Sanitary Sewage.
- R. “Inspection Fee” means the fee charged by the Authority per each connection inspection.

- S. “Inspector” means the person or persons appointed by the Authority to enforce the terms of these Rules and Regulations.
- T. “Land Development” means the improvement of one lot or two or more continuous lots, tracts or parcels of land for any purpose involving (1) a group of two or more buildings, or (2) the division or allocation of land or space between or among two or more existing or prospective occupants by means of, or for the purpose of streets, common areas, leaseholds, condominiums, building groups or other features, or (3) any other project requiring the approval of the Authority pursuant to any Act or Ordinance.
- U. “Land Planning Module” means the modules required by the Pennsylvania Department of Environmental Resources under Act 537, the Pennsylvania Sewage Facilities Act.
- V. “Lateral” means that part of the main System extending from a main to the curb line, or if there shall be no curb line, to the property line or, if no such Lateral shall be provided, then “Lateral” shall mean that portion of or place in a main which is provided for connection of any Service Line. The lateral is the responsibility of the property owner.
- W. “Main” means any pipe or conduit constituting a part of the main System used or usable for sewage collection and transportation purposes.
- X. “Owner” means any Person vested with ownership, legal or equitable, sole or partial, of any Improved Property.
- Y. “Person” means any individual, partnership, company, firm, association, society, corporation or other group or part of legal entity.
- Z. “pH” means the logarithm of the reciprocal of the concentration of hydrogen ions, expressed in moles per liter of solution, indicating the degree of acidity or alkalinity of a substance.
- AA. “ppm” shall mean parts per million.
- BB. A “Private Fire Service Connection” is one to which is attached fixtures from which water is taken only for the extinguishment of fire.
- CC. A “Roadway” is the paved portion, including paved shoulders, and gravel shoulder material which extends up to 2', either side, from the edge of pavement and is maintained by public entities, including White Deer Township and PennDOT. Roadway does not include private driveways, or privately owned roadways, or roadways owned by public entities which are not listed above.
- DD. “Sanitary Sewage” means normal water-carried household and toilet wastes from any Improved Property.

EE. “Service Line” shall mean that portion of the sewer system extending from the outside of the building or end of the inside plumbing system to, and including the connection to the main.

FF. “Storm Main or Drain” means a pipe or conduit which carries storm, surface water, drainage and certain industrial waste discharges, such as cooling and air conditioning waters.

GG. “Subdivision” means the division of a single lot, tract or parcel of land, or part thereof, into two or more lots, tracts or parcels of land, including changes in street lines or lot lines for the purposes, whether immediate or future, of improvement and development.

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HH. “Suspended Solids” means Suspended Solids as determined pursuant to the procedure set forth in the latest edition of “Standard Methods for the Examination of Water and Wastewater” published by the American Public Health Association.

II. “System: shall mean all facilities, as of any particular time, for collecting, pumping, transporting, and/or disposing of Sanitary Sewage and/or Industrial Waste situate in or adjacent to the Authority’s System.

JJ. “Tapping Fee” means fees established by the Authority in accordance with Appendix A.

KK. A “Temporary Service Connection” is one which is installed for the temporary use of sewer, provided that the consumer’s premises is located on a lot having a curb line abutting on that part of a street or public right-of-way in which there is located a main of the Authority extending for the total frontage of the lot on said street or right-of-way, unless otherwise agreed to by the Authority.

LL. “Vent Pipe” 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.

MM. “Roof Drain” means any pipe or conduit with the means to carry storm water or precipitation from any roof surface either directly or indirectly to the sanitary sewer system.

NN. “Residential Floor Drain” means a drain or trench for the purpose of carry water seepage, ground or surface water except for residential to the sanitary waste from a basement, crawl space, garage or any out buildings.

SECTION 1.02 – SERVICE LINES AND CONNECTIONS

- A. No Person shall uncover, connect with, make any opening into or use, alter or disturb, in any manner, any part of the sewer system without first making application for and securing a permit, in writing, from the Authority.
- B. Application for a permit shall be made by the Owner of the Improved Property to be served or his duly authorized agent.
- C. No Person shall make, or cause to be made, a connection of any Improved Property with a main until such Person shall have fulfilled each of the following conditions:
 - 1. Such Person shall have notified the Authority of the desire and intention to connect such Improved Property to a main.
 - 2. Such Person shall have made application for and obtained a permit from the Authority.
 - 3. Such Person shall have given the Authority at least 24-hours notice of the time when such connection will be made so that this Authority may supervise and inspect the work of connection and necessary testing.
 - 4. Such Person shall have paid to the Authority any fees required.
- D. Each Improved Property shall be connected separately and independently with a main through a Service Line. Grouping of more than one Improved Property on one Service Line shall not be permitted, except under special circumstances and for good sanitary reasons or other good cause shown, and then only after special permission of this Authority, in writing, shall have been secured and subject to such rules, regulations and conditions as may be prescribed.
- E. All costs and expenses of construction of a new Service Line to a main shall be borne by the Owner of the Improved Property to be connected; and such Owner shall indemnify and save harmless the Authority, from all loss or damage that may be occasioned, directly or indirectly, as a result of construction of a Service Line to a main.

After construction, the costs to repair or replace a service line or lateral, shall be shared, as follows, between the Owner and the Authority.

- 1. The owner shall be financially responsible for all costs to make the repair or replacement except the cost associated with roadway structure, including asphalt or concrete pavement, 6” of 2A Subbase and maintenance and protection of traffic.
- 2. The Authority assumes all costs for the restoration of the roadway structure and maintenance and protection of traffic. In such a situation, the Owner of said lateral shall replace the remaining portion of the lateral, not under said roadway,

and shall construct in accordance with current Authority Standards of Construction.

- F. A Service Line shall be connected to a main at the place designated by this Authority

The invert of a Service Line at the point of a connection shall be at the same or a higher elevation than the invert of the main, unless the connection is a pressure connection from a force main discharge, as approved by this Authority. The connection of a Service Line shall be made secure and watertight.

- G. Every Service Line of any Improved Property shall be maintained in a sanitary and safe operating condition by the Owner of such Improved Property.

- H. Protection of Service Line Construction

1. Every excavation for a new service line shall be guarded adequately with barricades and lights to protect all Persons from damage and injury. Roadways, sidewalks, and other public property disturbed in the course of installation of a Service Line shall be restored, at the cost and expense of the Owner of the Improved Property, being Connected, in a manner satisfactory to this Authority.
2. Every excavation for the repair or replacement of an existing service line, whether beneath a Roadway or beyond the roadway shall be guarded adequately with barricades and lights to protect all Persons from damage and injury. Sidewalks, and other public property, excepting roadways, disturbed in the course of excavation of an existing service line shall be restored, at the cost and expense of the Owner of the Improved Property, being repaired or replaced. No work within a roadway may be conducted by an Owner without prior permission from the Authority. If work is conducted within a roadway without prior permission from the Authority, the Owner assumes all cost of repairs of the lateral, roadway and protection of Persons associated with said work.
3. Once permission is granted, the Owner is financially responsible for all repairs and restorations cost except the roadway structure, including asphalt or concrete pavement, 6" of 2A Subbase and Maintenance and protection of traffic. The Authority assumes all costs for the restoration of the roadway structure and maintenance and protection of traffic, with proper permission.

- I. If any Person shall fail or refuse, upon receipt of a notice of this Authority, in writing, to remedy any unsatisfactory condition with respect to a Service Line, within 60 days of receipt of such notice, this Authority may refuse to permit such Person to discharge Sanitary Sewage and Industrial Wastes into the main System until such unsatisfactory condition shall have been remedied to the satisfaction of the Authority.

- J. Existing septic tanks, cesspools, holding tanks, etc. must be pumped out and contents disposed of properly and in accordance with the applicable laws. The tank must be removed or demolished and backfilled with suitable material.
- K. The Authority reserves the right to have 3 business days to make any repair, from the date of notice by an Owner of a failed service line or lateral, when the failure is below a Roadway.

SECTION 1.03 – SEWER SERVICE LINES AND CONNECTION TO SEWERS

- A. Where an Improved Property, at the time connection to a main is required, shall be served by its own sewage disposal system or device, the existing house sewer line shall be broken on the structure side of such sewage disposal system or device and attachment shall be made, with proper fittings, to continue such house sewer line, as a Service Line.
- B. No Service Line shall be covered until it has been inspected and approved by this Authority. If any part of a Service Line is covered before so being inspected and approved, it shall be uncovered for inspection at the cost and expense of the Owner of the Improved Property to be connected to a main.

SECTION 1.04 – ACCESS

This Authority or its authorized representative (Inspector/Engineer) shall have the right of access at reasonable times to any part of any Improved Property served by the Authority as shall be required for purposes of inspection, measurement, sampling and testing and for performance of other functions relating to service rendered by this Authority through the System.

The Authority has the responsibility of maintaining sanitary sewage collection and transmission lines, water distribution lines, manholes, metering manhole, equipment, and appurtenances.

The Property Owner has the responsibility for maintaining the service line which means that portion of the system extending from outside the building or the end of the inside plumbing system to, and including, the connection to the Authority's System. The service line shall be that line and fittings installed by the Property Owner, including traps, vents and clean-outs, etc.

SECTION 1.05- RESPONSIBILITY FOR CONDITION OF SERVICE LINE- MAIN TO PREMISES

The service line from the main to the premises shall be kept in good condition by the consumer under penalty of discontinuance of service by the Authority.

SECTION 1.06- VIOLATION OF RULES WHERE TWO OR MORE CONSUMERS ARE ON THE SAME SERVICE

When two or more consumers are supplied through a single service any violation of the rules of the Authority by either or any of said consumers shall be deemed a violation as to all and the Authority may take such action as could be taken against a single consumer, except that such action shall not be taken until the innocent consumer who is not in violation of the Authority rules has been given reasonable opportunity to attach his pipe to a separately controlled service connection.

SECTION 1.07- PROHIBITED WASTES

A. No person shall discharge or cause to be discharged any storm water, surface water, ground water, road runoff or sub-surface drainage into any sewer, except with the consent and approval of the Authority.

B. Except as otherwise provided in these Rules & Regulations, no person shall discharge or cause to be discharge any of the following described wastes or waters into the sewer system:

1. Any liquid or vapor having a temperature height than two hundred (200) degrees Fahrenheit.
2. Any water or waste containing more than one hundred (100) ppm by weight of fats, oils or greases.
3. Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas which, by reason of its nature or quality, may cause fire or explosion or which may be injurious to any person or to the sewer system.
4. Any noxious or malodorous gas or substance which, either singly or by interaction with other wastes, shall be capable of creating a public nuisance or hazard to life or of preventing entry into any sewer or into the sewerage treatment works of the sewer system for maintenance and repair.
5. Any garbage, except properly shredded garbage.
6. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, bones, feathers, tar, plastic, wood, paunch manure, butcher's offal or any other solid or viscous substance which shall be capable of causing obstruction to the flowing any sewer or other interference with the proper operation of the sewer system.
7. Any water or waste having a pH lower than 6.0 or higher than 9.0 or having any corrosive property capable of causing damage or hazard to structures or equipment of the sewer system or to personnel engaged in operation and maintenance thereof.

8. Any water or waste containing toxic substance in quantity sufficient to constitute a hazard to humans or animals or to interfere with the biochemical processes of the sewerage treatment works of the sewer system or that will pass through the sewerage treatment works of the sewer system in such condition so that it will exceed state, federal or other validly existing requirements for the receiving stream.

9. Any water or waste containing suspended solids of such character and quantity that unusual attention or expense shall be required to handle such water or waste at the sewerage treatment works of the sewer system.

10. Any toxic radioactive isotopes.

11. Any drainage from building construction

C. Nothing contained in this Section 9 shall be construed as prohibiting any special agreement or arrangement between the Authority and any person whereby industrial wastes of unusual strength or character may be admitted into the sewer system by the Authority, either before or after preliminary treatment.

SECTION 1.08 – RESPONSIBILITY OF OWNERS OF IMPROVED PROPERTY

The owner of each improved property connected to the sewer system shall be responsible for all acts of tenants or other occupants of such improved property in so far as such acts shall be governed by provisions of this resolution.

SECTION 1.09 – INSTALLATION OF SEWER SERVICE LINE

The Service Line shall be subject at all times to the inspection and approval of the Authority or its duly authorized representative who shall have supervision and control over the same.

A. Size – Service Lines shall in no case be less than four inches in diameter. Where double or multiple homes are permitted to be served by a common line under a special connection permit issued by the Authority, the double and multiple homes may be served with four- inch line, unless a larger line for the multiple home is required by the Inspector/Engineer. All connections to existing sewer to be with wye connections. Saddles are not permitted.

B. Material – Pipe used for main Service Lines shall conform to one of the following:

1. Polyvinylchloride (P.V.C.) pipe conforming to ASTM D3034, SDR 35, or ASTM F789 type PS-46. Seal material shall conform to ASTM F477.

2. Ductile Iron (D.I.) pipe minimum class 50, conforming to ANSI A21.51 with cement mortar lining conforming to ANSI A21.4. Rubber gasket joints conforming to A21.11.

3. Polyvinylchloride (P.V.C.) pipe conforming to ASTM D1785 Schedule 40. Solvent welded joints.

C. Bedding Material Requirements for main Pipe – All pipe shall be bedded in accordance with the pipe bedding details.

1. Bedding material shall be crushed stone or gravel aggregate conforming to AASHTO No. 8 as specified in Section 703.2 PA DOT Publication 408 Specification.

2. Backfill Material

From top of pipe bedding material to 24” over top of pipe:

Material excavated from the trench if free of stones larger than 2” in size and free of wet, frozen, or organic materials.

From 24” above pipe to subgrade elevation:

Material excavated from the trench if free of stones larger than 8” in size and free of wet, frozen, or organic materials.

3. Backfilling Trenches

After pipe installation and inspection, backfill trenches from trench bottom or from the top of pipe bedding material, whichever is greater, to 12” above the crown of the pipe with specified backfill material hand placed and carefully compacted with hand – operated mechanical tampers in layers suitable thickness to provide specified compaction around and under the haunches of the pipe. Backfill and compact the remainder of the trench with suitable backfill material.

The contractor has the option to test the pipe prior to backfilling the trench. If this option is selected, install reaction blocks where required and place 2’ of thoroughly compacted backfill over the pipe leaving pipe joints partially exposed.

If the Contractor elects to completely backfill the trench prior to testing he shall be responsible for locating and uncovering leaks which may cause the test to fail.

D. Service Lines shall be laid on a grade of not less than one – quarter of an inch per foot for four-inch pipes and one-eighth of an inch per foot for six-inch pipes or larger.

E. Service Lines must be as direct as possible. Changes in direction must be made with wyes, combination wye and eighth-bends or half wyes, or one-eighth bends. Any 90-degree change in direction shall include a clean out. Changes in size where the Lateral main is connected to the Service Line shall be made only with fittings.

F. Ditches shall be promptly backfilled after inspection and approval by the Authority’s Inspector. Care shall be taken to prevent damage to the pipe in backfilling and to secure a well compacted and firm trench.

G. The Service Line shall be vented, trapped and a clean-out placed on the service line outside the building. (See “Typical Sanitary main Service Line Installation” detail – Appendix B)

1. Traps – A double hub running trap shall be installed and located as close as possible to the outside of the foundation wall (Optional).
2. Vents – A four (4) inch minimum size vent shall be installed as close as possible to the outside of the foundation wall. The vent shall be capped with a mushroom cap.
3. Cleanouts – Cleanouts, four (4) inch minimum size, shall be installed adjacent to the downstream of the trap and at approximately every 50-foot interval (including riser height) along the main Service Line. Cleanouts shall also be installed at every change in direction which exceeds 45 degrees. The cleanout shall consist of a wye fitting, 45-degree bend, or sanitary tee and riser to the ground surface with a watertight cap.

H. Residential floor and roof drains may not be connected to the Service Line.

I. The Authority requires air testing for service lines. The procedures for air testing are as follows:

Low pressure Air Tests – The sewer customer shall test each service line using low pressure air. The pipe shall be considered acceptable if the air loss rate does not exceed 0.0030 cubic feet per minute per square foot of internal pipe surface when tested at an average pressure of 3.0 psi. greater than the average back pressure exerted by the ground water of the backfilled pipeline. The time for the air pressure to decrease 1.0 psig. from 3.5 to 2.5 psig. greater than the average ground water back pressure shall not be less than the time indicated in the following list. If these rates of leakage are exceeded, the contractor shall at his expense determine the source of leakage and make all necessary corrections and retest.

1. 4-inch pipe diameter – 2 minutes, 00 seconds
2. 6-inch pipe diameter – 2 minutes, 55 seconds
3. 8-inch pipe diameter – 3 minutes, 57 seconds
4. 10-inch pipe diameter – 4 minutes, 43 seconds
5. 12-inch pipe diameter – 5 minutes, 40 seconds

A minimum period of 2 minutes shall be provided to allow equilibrium of the air temperature with pipe wall before test readings shall commence. In areas of high ground water conditions, the contractor shall determine the height of the groundwater above the pipe by piezometric tube or other approved methods.

The contractor shall submit to the Authority for approval of the test procedure and list of test equipment he proposes to use prior to testing

J. Upon completion of each Service Installation, the Inspector is to be notified and an appointment made for inspection. All pipes and pipe joints must be visible and accessible to the

Inspector. If the work is satisfactory, the permit, which must be on hand at the time of the inspection, will be endorsed and returned to the Owner.

SECTION 1.10 – VACATING THE PREMISES

A. When the premises are vacated, the consumer and/or Owner must give notice to the Authority and he will be responsible for the sewer rental fees until such notice is given.

B. A new application must be made on any change in occupancy of property, as described in any application, and the Authority shall be at liberty to discontinue service until such new applications have been made and approved.

C. Consumers desiring an abatement from water during a temporary vacancy shall report the same in writing to the Authority. All vacancies shall be dated from the day the same are reported to the Authority. When a temporary vacancy is properly reported an allowance will be made for the period of vacancy, but not for less than three months.

D. If the three month temporary vacancy does not coincide with the billing quarter; an additional charge for the special metering reading (if required) and preparation of a special bill will be imposed.

E. If the temporary vacancy does not coincide with the billing quarter; a pro rata rental of the minimum amount shall be allowed. The allowance will be allowed only if the minimum usage has not been reached.

SECTION 1.11 – SPECIAL SERVICE CHARGES

Where special service rates are fixed or the cost of service of any kind is estimated, payment must be made at the time application is submitted and before the service is granted.

SECTION 1.12 – RIGHT OF ENTRY FOR INSPECTION

The Authority and other duly authorized employees or agents of the Authority bearing proper credentials and bearing proper identification shall be permitted to enter upon all properties for the purposes of inspection, maintenance, observation, measurement, and testing.

SECTION 1.13 – PRELIMINARY TREATMENT OR CONTROL OF WASTES

A wastewater pretreatment system or device may be required to treat flows prior to discharge to the sewer when it is necessary to restrict or prevent the discharge to the sewer of certain waste constituents, or to distribute more equally over a longer time period any peak discharges of wastewater. All pretreatment facilities shall be provided and maintained at the wastewater discharger's expense.

No pretreatment systems or devices shall be installed or operated without the prior approval of the Authority, but such approval shall not absolve the discharger of the responsibility of meeting any effluent limitations required by the Authority. If inspection of pretreatment systems and

devices by authorized personnel of the Authority reveals that such systems are not installed or operating in conformance with the plans and procedures submitted to the Authority, or are not operating in compliance with the effluent limitations required by the Authority, the discharger shall make those modifications necessary to meet the Authority's requirements.

In special cases, construction of sewer lines by the discharger may be required to convey certain wastes to a specific public sewer. All pretreatment systems requiring engineering design shall have plans prepared and signed by an engineer of suitable discipline licensed by the State of Pennsylvania.

The following pretreatment measure shall be mandatory for the indicated types of wastes:

A. Grease Traps – All wastes emanating from commercial establishments which contain, or are likely to contain, or are likely to contain, oil or grease in detrimental amounts shall be passed through a suitable grease trap before discharge into a public sewer.

Establishments requiring grease traps shall include, but not be limited to, auto service businesses, restaurants, and commercial businesses or institutions engaging in the preparations and/or service of food. The grease trap shall be of a type and capacity approved by the Authority and certified by the manufacturer. The certification by the manufacturer shall state that the grease trap is suitable for its intended purpose and installation and will provide satisfactory performance. The grease trap shall be so located as to be readily accessible for cleaning and inspection.

B. Separators – All industrial wastes, which contain, or are likely to contain, oil or grease in detrimental amounts, or any flammable substances, sand, or other harmful ingredients, shall be passed through a suitable separator before discharge to a public sewer. The separator shall be of a type and capacity approved by the Authority and certified by the manufacturer. The certification by the manufacturer shall state that the separator is suitable for its intended purpose and installation and will provide satisfactory performance. The separator shall be so located as to be readily accessible for cleaning and inspection.

C. Fine Screens – All wastes resulting from the processing of fruits, vegetables, and other agricultural produce shall be passed through a suitable fine screen before discharge to a public sewer. The screen shall have openings of not more than one-eighth (1/8") inch unless otherwise permitted by the Authority.

D. Large Screens – All wastes from institutions shall pass through a suitable large screen or bar rack before discharge to a public sewer. The device shall have openings of not more than 2 -1/2 inches. The screen shall be so located as to be readily accessible for cleaning inspection.

All domestic wastewater from restrooms, showers, drinking fountains, etc., shall be kept separate from all industrial, commercial, and institutional wastewater until such wastewater has passed through any required pretreatment system or device.

SECTION 1.14 – PROTECTION FROM ACCIDENTAL DISCHARGE

Each user shall provide protection from accidental discharge of prohibited materials or other wastewater regulated by this Section. Such facilities shall be provided and maintained at the user's expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the Authority for review, and shall be acceptable to the Authority before construction of the facility.

SECTION 1.15 – SERVICE INTERRUPTIONS

Every customer affected shall be notified in advance of any contemplated work which would result in an interruption of service.

SECTION 1.16 – SEWERS TOO LOW

In all buildings in which any building sewer is too low to permit gravity flow to the Authority's system, sanitary sewage carried by such building sewer shall be lifted by artificial means and discharged to the system at the expense of the consumer. Adequate anti-backflow devices shall be installed by the applicant.

SECTION 1.17 – RESERVING CAPACITY

The Authority will reserve the requested capacity as stated in the DEP Planning Modules as approved by DEP. This capacity will be reserved by the Authority for nine (12) months following the date of approval by the Authority. No time extension will be granted.

The Authority will reserve the requested capacity as stated in the request for sewer extension service. This capacity will be reserved by the Authority for six (12) months following the date of approval by the Authority for the extension. The capacity will be reserved for and additional twelve (12) months following the date of DEP sewer extension permit if the permit is obtained during the above six (12) month reserve time period. No time extension will be granted.

Capacity can also be reserved by paying the monthly user fee.

Reserve capacity may be voided by action of the DEP and/or EPA.

SECTION 2

SECTION 2.01 – TAPPING FEE FOR SERVICE

This Authority does charge a tapping fee, in the amount set forth in Appendix A, against the Owner of any property whenever such Owner shall connect any such property to the system. Such tapping fee is charged for connection of each such property to the system by the Owner of such property.

The tapping fee shall be due and payable as:

- A. With respect to properties to be connected to the system immediately following construction of a project or applicable portions thereof, within forty-five (45) days after receipt by the Owner of such property of notice from the Authority to connect to the system; and
- B. With respect to all other properties, within fifteen (15) days of the time application is made to this Authority to make connection to the system, and
- C. Upon the date when the Authority shall connect any such property to the system, at the cost and expense of the owner, when such Owner shall have failed to make such connection as required by the Authority's ordinance then in effect requiring such connection.

All tapping fees shall be payable to the Authority or to such other officer or representative of this Authority as shall be authorized, from time to time, by resolution of the Authority, to accept payment thereof.

Payment of tapping fees charges by this Authority pursuant to this Resolution shall be enforced by this Authority in any manner appropriate under laws at the time in effect.

SECTION 2.02 – DEPOSITS

- A. Deposits may be required from all consumers.
- B. Deposits may be returned to the depositor when he has established his credit to the satisfaction of the Authority.
- C. The deposit will not bear interest.
- D. Any customer having a deposit shall pay bills for service as rendered, in accordance with the Rules of the Authority, and the deposit shall not be considered as payment on the account of a bill during the time customer is receiving service.

SECTION 2.03 – BILLS RENDERED

All bills will be rendered at stated intervals, either monthly or quarterly at the option of the Authority, for service during the previous month. Bills for metered service shall be determined by meter registration quarterly in every case unless meter fails to register and the two months between meter readings in which case a bill will be rendered based on previous average consumption.

SECTION 2.04 – WRITTEN PERMIT FOR CONSUMER TO PROVIDE SERVICE TO OTHER CONSUMERS

No owner or tenant of any premises supplied with service by the Authority will be allowed to supply other consumers except by written permit from the Authority.

SECTION 2.05 – BILL DUE AND PAYABLE

A. All bills are due and payable on presentation.

B. Bills for sewer service shall be subject to a penalty of ten percent (10%) if not paid within fifteen (15) days after they are due. If not paid within thirty (30) days after becoming due, the bill plus the penalty shall bear interest from the due date at the rate of one and one-half percent (1½ %) per month, or eighteen percent (18%) per annum, from the due date as stated on the face of the bill until paid; and the Authority shall have the right to cease water service to such premises and not restore the same until all bills against the same and the cost of shut-off and restoring service shall have been paid.

C. The consumer can request a special reading and billing by submitting a special request to the Authority.

SECTION 2.06 – FAILURE TO RECEIVE BILL

The presentation of a bill to the consumer is only a matter of accommodation and not a waiver of any rule. Failure to receive a bill shall not exempt any consumer from loss of discount or the accruing of a penalty as the case may be. All persons connected to the system must give the Authority their correct/current address.

SECTION 2.07 – RATES AND OTHER CHARGES

Main rates and other charges established are imposed upon and shall be collected from the Owner of each improved property which shall be connected with the system, whether the benefit resulting from such connection shall be direct or indirect, which rates and other charges shall commence and shall be effective for service rendered on and after the date of connection of such improved property to the system and shall be payable as provided in these Regulations.

Main rentals and charges are imposed upon and shall be collected from the Owner of each improved property which shall be connected to and/or served by the system, for use of the system, whether such use shall be direct or indirect, and for services rendered by this Authority in connection therewith, which rentals and charges shall be payable at the times and in the

amounts as provided in Appendix A, in accordance with the following schedule of classifications:

A. E.D.U. CLASSIFICATION

1. Residential

Each dwelling unit in a double house, in a row of connecting houses, in an apartment building or in any other multiple dwelling shall be billed as a separate entity. If two (2) or more families use separate cooking and/or toilet facilities in an improved property, the sewer rental and charge payable hereunder shall be computed as though each such family was a separate connection to the sewer;

2. Non- Residential

(Commercial, Industrial, Clubrooms, Taverns, Fire Houses, Professional Offices, Hotels, Restaurants, Churches, Service Stations, Garages, Barber Shops, Funeral Homes, Beauty Shops, Dry Cleaners, Laundromats, Schools, Institutions, Hospitals, Public Buildings, etc.)

a. Each Owner of a non-residential improved property which shall be connected to and/or served by the main System shall pay sewer rentals and charges, except as hereinafter provided, per equivalent dwelling unit, on the basis of equivalent dwelling units, as set forth in the following classifications or schedule or by using water usage reports if they are obtainable:

Category		Equivalent Dwelling Unit(s)
1.	Each hotel or motel, per 4 rental rooms or fraction thereof	1
2.	Each restaurant, club or tavern, per 15 seats or fraction thereof	1
3.	Church	1
4.	Each service station, automobile repaired shop or garage	1 per bay

Category		Equivalent Dwelling Unit(s)
5.	Each barber or beauty shop, not attached to the residence of the Owner, 2 chairs or less	1
	Each additional chair	1
6.	Each barber or beauty shop, attached to and forming a part of the residence of the Owner, 2 chairs or less	1
	Each additional chair	1
7.	Each Laundromat, per washer	1
8.	Each funeral home	2
9.	Each retail store, office, business or industry, 10 or less employees	1
	Each additional 5 employees or fraction thereof	1
10.	Each business or industry providing showers for employees, 10 or less employees	2
	Each additional 5 employees or fraction thereof	1
11.	Each school, public or private, having:	
	1. Toilet facilities only, per 25 pupils or fraction thereof	1
	2. Toilet facilities and cafeteria, per 20 pupils or fraction thereof	1
	3. Toilet facilities and gymnasium, per 15 pupils or fraction thereof	1
	4. Toilet facilities, cafeteria and gymnasium, per 12 pupils or fraction thereof	1
12.	Each car wash, manual or automatic 1 bay	1
	Each addition bay	1
13.	Bowling alley per two lane	2
	With food service	1
14.	Fairgrounds, per 150, daily attendance	1

Category		Equivalent Dwelling Unit(s)
15.	Warehouses, per 6 employees	1
16.	Public swimming pools/bathhouses, etc.	2
17.	Hospitals, nursing homes, etc. EDU per each 10 employees or fraction thereof and the following per every two beds;	
	With laundry	2
	Without laundry	1
18.	Institutions other than hospitals, nursing homes without laundry, per two bed spaces	1
	With laundry, per two bed spaces	2
19.	Campgrounds	
	with individual sewer and/or water hookup, Per each 2 spaces	1
	With comfort station, per each 4 spaces	1
20.	Municipal Building	1
21.	Fire Company	1
22.	Convenience Store	
	Grocery only	2
	Gasoline service and grocery	
	Gasoline service, grocery, food service	
23.	Personal Care Home, Boarding Homes, Tourist Homes, etc. Per 10 rental rooms or per 10 residents (including staff) or fraction thereof	
	Without laundry and food service	2
	With laundry service	3
	With food service	3
	With laundry and food service	4

b. If two (2) or more private dwelling units, stores, offices, industrial units, etc. are connected to the main System through a single lateral, or if two (2) or more types of use are made of the same improved property, the sewer rentals and charges payable hereunder shall be computed as though each such dwelling unit, store, office, industrial unit, etc. and each such type of use were a separate improved property or user with a separate connection to a sewer;

c. Main rentals and charges for schools payable hereunder shall be computed on the basis of the average number of pupils enrolled during the regular school term preceding the applicable quarterly billing period. Employees, which shall include teachers and administrative and supervisory personnel, shall be treated as "pupils" for purposes of such computation;

d. Main rentals and charges for businesses or industrial units payable hereunder shall be computed on the basis of the average number of employees (including individual owners and employers) for the quarter immediately proceeds the applicable quarterly billing period; and

e. If the Owner of any non-residential improved property (including any school) shall fail to provide this Authority with complete information required to compute the sewer rental and charge to such non-residential improved property, this Authority may estimate a reasonable applicable sewer rental and charge for such non-residential improved property and such estimated sewer rental and charge shall be the actual sewer rental and charge payable until the required information is filed; provided, however, that no rebates will be paid by this Authority if the information filed reveals a lower indicated sewer rental and charge than that estimate by this Authority;

3. Additional classifications and sewer rentals and charges or modifications of the above schedule of sewer rentals and charges may be established by this Authority, from time to time, as deemed necessary;

4. Nothing herein contained shall be deemed to prohibit this Authority from entering into separate agreement with any Owner (including the Owner of any school) with respect to sewer rentals and charges to be imposed in those cases where, due to seasonal fluctuations or other unusual circumstances, the sewer rentals and charges set forth herein shall be deemed by this Authority to be unfair or inequitable.

SECTION 2.08 – BILLING INFORMATION

1. All commercial, residential, public, and industrial-domestic sewer service will be served on an equivalent dwelling unit basis or by calculating water usage if applicable.

Pretreatment of industrial waste will be served on a metered basis only.

SECTION 3

SECTION 3.01- LIENS FOR RATES AND OTHER CHARGES; FILING AND COLLECTION OF LIENS

Main rates and other charges imposed by this Resolution shall be a lien on the improved property connected to and served by the system; and such rates and other charges which shall be delinquent shall be filed as a lien against the improved property so connected to the served by the system, which lien shall be filed and shall be collected in the manner provided by law for collection of municipal claims.

SECTION 3.02 – CHANGE IN ADDRESS, OWNERSHIP OR TENANCY

1. Every Owner of Improved Property which is connected to the System initially shall provide this Authority with and thereafter shall keep this Authority advised of his correct address. Failure of any Person to receive bills for rentals or charges shall not be considered an excuse for nonpayment nor shall such failure result in an extension of the time period during which the net bill shall be payable.

2. Every Owner of Improved Property which is connected to the System shall advise the Authority in writing on any change of ownership or tenancy of the Improved Property. Failure to provide notice libels the initial property owner for any rentals or charges that may accrue until such time as the Authority has been notified of an ownership or tenancy change.

SECTION 3.03 – ADDITIONS TO AND CHANGES OF RATES AND OTHER CHARGES; ADDITIONAL RULES AND REGULATIONS

1. Notwithstanding any provisions of this Resolution to the contrary, all wastes discharged to the main System shall conform to the rules and regulations of the Authority governing the quantity and quality of wastes discharged to the sewer system of the Authority.

2. The Authority reserves the right to adopt and promulgate, from time-to-time additional classifications and rates and other charges therefore, or modifications of the schedule of rates and other charges as set forth in this Resolution, which additional classifications and rates and other charges, or modifications, as the case may be, shall be construed as a part of this Resolution.

3. The Authority reserves the right to adopt and promulgate, from time to time, such additional rules and regulations as it shall deem necessary and proper for the use and operation of the main System, which rules and regulations shall be construed as a part of this Resolution.

SECTION 3.04 – PAYMENT AND DISPOSITION OF RATES AND OTHER CHARGES

All rates and other charges shall be payable to the Authority by resolution of this Authority, to accept payment thereof. The Authority shall pay over to a depository designated by the

Authority by resolution, all rates and other charges received within 7 days of receipt thereof, together with a statement showing the total amount collected.

SECTION 4

SECTION 4.01 – EXTENSIONS TO THE SYSTEM BY DEVELOPER

The Authority established these policies and procedures in order to ensure that any extensions to the system are designed and constructed in accordance with good engineering practice. The procedures outlined herein are intended to provide a process which will allow for the implementation of the project in an orderly and timely manner.

A DEP Water Quality Management Permit is required for all sanitary sewer extensions, except for sewer extensions to serve less than 250 single family dwelling units, or their equivalent, provided the extension is located, constructed, connected, and maintained in accordance with the Rules and Regulations of DEP and is consistent with the approved official plan required by Act 537. All sewer extensions require DEP approval through its Planning Module for Land Development review. A pumping station to be dedicated to this Authority would require a permit.

The procedures pursuant to which a developer may be allowed by the Authority to construct an extension is outlined below.

1. Notify the Authority of the Requestor's intentions. Provide all pertinent information including length of proposed sanitary sewer extension, location, number of users, dates, etc.
2. Authority and the Authority's Engineer will review request and if acceptable, will issue a capacity letter. Capacity letter shall be good for six (6) months.
3. Prepare Department of Environmental Protection (DEP) planning modules for land development and submit it to the Authority.
 - A. Authority and the Authority's Engineer will review modules and, if acceptable, will issue a capacity letter.
 - B. County Planning Commission and Township Planning Commission review modules and advise Authority of the goals and compliance status.
 - C. Requestor delivers modules, plans specifications, and approval letters to the Authority for approval.
 - D. Authority executes transmittal letter and forward with modules to DEP.
 - E. DEP reviews modules and advises Requestor, Authority, etc. of status. A DEP Water Quality Management Permit may be required if the sewer extension is to serve more than 250 dwelling units, or their equivalent or when a pumping station to be dedicated is involved.

F. If all modules and Water Quality Management Permits, if required, are approved by DEP, then the Requestor may proceed with the project.

4. Requestor notifies the Authority of intentions to proceed with the project.
5. Requestor prepares the Extension of Mains Agreement and submits to Authority for review. Reserve of capacity shall be limited stated otherwise in agreement.
6. Requestor must submit to the Authority's Engineer a copy of the letter from the county conservation district commenting on the review of the Erosion and Sedimentation Control Plan and Report.
7. Upon receipt of an acceptable Agreement with all attachments, the Agreement is executed by the Requestor, and Authority.
8. Within ten (10) days of execution of the Extension of Mains Agreement, Requestor shall forward to the Authority a Performance Bond and Maintenance Bond.
9. Connection fee.
 - A. Requestor must pay the Authority the required connection/mapping fee(s) for non-extension projects.
 - B. Requestor must pay the Authority the required connection/mapping fee(s) for extension projects.
10. Requestor must provide proof of recording in the County Courthouse of all private right-of-way agreements.
11. Requestor must have written approval of final plans from the Authority.

Requestor provides a minimum of five (5) sets of plans and specifications for the Authority's stamp of approval. Distribution of these documents is as follows: two (2) sets for the Authority, one (1) set for the Authority's Engineer, one (1) set for the Township, and one (1) set for the Requestor.
12. Requestor notifies Authority of intent to commence construction.
13. Requestor provides progress schedule. The schedule shall show the order in which work will be conducted on a weekly basis showing the start and completion dates for all work.
14. The Authority provides the Requestor with written authorization to commence work.
15. Inspection of construction by the Authority's Engineer or Inspector.

16. The Requestor shall notify the Authority's Engineer in writing when, in his opinion, installation has been completed.
17. The Authority's Engineer will conduct an inspection and advise the Requestor in writing affirming or denying substantial completion of the project within twenty (20) days of receipt of Requestor's notification.
18. A punch list of items remaining to be completed will be provided by the Authority's Engineer to the Requestor.
19. A substantial completion certification will be issued by the Authority's Engineer for the extension of the system only.
20. The Authority's Engineer will conduct a final inspection.
21. If all punch list items have been completed, a certificate of completion for the system extension will be issued by the Authority's Engineer.
22. The Requestor shall provide two (2) reproducible copies each of the Record Drawings and one (1) electronic data on latest CADD format.
23. Temporary service may be authorized by the Authority.
24. A warranty inspection will be conducted within one (1) year from the date of substantial completion.
25. All legal and engineering fees incurred by the Authority in performing and activities required by Item 1 through 24 above will be sole responsibility of the Requestor.
26. Final settlement by all parties of the Agreement.
27. All items and submittals for the scheduled Authority meeting agenda shall be received by the Authority a minimum of fourteen (14) working days prior to the meeting date.

SECTION 4.02 – DESIGN PLANS AND SPECIFICATIONS

After the Extension of Mains Agreement has been executed, the Requestor shall submit a minimum of two (2) sets of design plans and specifications for the proposed project to the Authority for review and approval.

The Requestor may choose to retain the Authority's Engineer or select another Engineer to prepare the design plans and specifications. All engineering costs to prepare design plans and specifications are the responsibility of the Requestor.

If the Requestor elects to retain the Authority's Engineer to prepare design plans and specifications, the Requestor shall provide written notification to the Authority. If the Authority

and Authority's Engineer and Solicitor are satisfied that no conflict of interest or other reason exists which would preclude the Authority's Engineer from preparing plans and specifications, the Authority will authorize an Agreement between the Requestor and Authority's Engineer. The Authority will not be a party to the Agreement.

All drawings submitted to the Authority for review and approval shall conform to the following standards:

1. Sheet size – 22" x 34"
2. The minimum lettering size is 1/8 inch.
3. A North arrow on all plan and design sheets pointing towards top of the sheet.
4. Each drawing shall have a title box containing the name of the subdivision, municipality, record owner of the property, date, scale, and name of the Engineer.
5. Each drawing must contain the seal and signature of a Pennsylvania licensed Professional Engineer.
6. Title Sheet – shall contain the name of the development, the name of the Authority and phrase "Extension to the System" as well as a general location map and sheet index.
7. General Plan(s) – shall have a horizontal scale of 1" = 50' and include the following information: All existing topography including utilities, all existing and proposed lots, streets, easements, rights-of-way, etc.

The general plan must be in final form showing approval by the local municipal planning commission as well as the County Planning Commission.

8. Detail Sheet(s) – shall show the Utility roster in accordance with Pennsylvania Regulations, pavement restoration requirements, typical roadway sections with existing and proposed underground utilities, etc.
9. Plan and Profile Sheet(s) – shall be shown at a horizontal scale of 1" = 50' and a vertical scale of 1" = 5'.

Profiles shall be of each existing and proposed street, showing all easements reserved for the sewer lines and related appurtenances. The sanitary sewer line shall be profiled as well as other underground utilities.

Vertical control shall be based on U. S. G. S. datum and one (1) permanent benchmark.

The profiles shall indicate building elevations as well as the level of service (basement, first floor, etc.) provided to each building.

10. Miscellaneous Details – shall show all necessary details including stream crossing, special connection details, erosion and sediment control notes and details, etc.

SECTION 4.03 – EXTENSION TO THE SYSTEM BY AUTHORITY

1. When application has been received for service requiring an extension of main to provide such service; or where application has been received for extension of mains into newly developed tract of land, a deposit must be made by the applicant covering the entire estimated cost of installing the necessary pipe lines and appurtenances other than service connections, as determined by the Authority.
2. Such deposit will not bear interest.
3. Such deposit is to be returned to the depositor when and as houses abutting on such pipelines are completed, the prospective consumer's equipment installed, the house occupied by a bonafide owner or responsible tenant who has entered into a contract for use of the sewer service.
4. Upon such completion and occupation there shall be returned to the depositor an amount equal to the tapping fee. This payment to be made only once for each property connected.
5. No part of the deposit remaining over five years is to be returned.

SECTION 4.04 - TECHNICAL SPECIFICATIONS

The technical specifications are the “Contract Documents and Standard Specifications for Authority Construction in Pennsylvania”, Standard Specifications as published by the Pennsylvania Authority Contractor's Association (PUCA). Copies of these specifications with revisions may be obtained from PUCA, 205C East Main Street, Shiremanstown, PA 17011, (717) 731-8255.

A. Section 02610 – Sanitary Sewer Pipe

Page 02610-4 – Delete paragraphs 2.01 – Vitrified Clay Sewer Pipe and 2.02 – Asbestos Cement Sewer Pipe in their entirety.

B. Section 02610 – Add Paragraph 3.11 Authority marking tape on Page 02610-11.

3.11 Utility Marking Tape

Install detectable Utility marking tape above all plastic pipeline, 12” – 18” below final grade. This tape shall be a minimum of 2” wide, orange color metalized core plastic foil with the words “CAUTION – Sanitary Sewer Line Buried Below” printed in bold black letters.

SECTION 4.05 – LATERAL/SERVICE LINE

Developer shall construct the sewer lateral to the curb line and end with a watertight plug with a 2" x 4" wooden board that extends from the plug to 24" above the ground surface.

SECTION 4.06 – SOILS INVESTIGATIONS

When in the opinion of the Authority's Engineer test borings or other sub-surfaces explorations are necessary in connection with the Developer's sanitary sewer line project, the Developer shall retain a Soils Engineer to conduct the borings or explorations and to analyze and present the findings in Report and Log Form to the Authority's Engineer.

The borings or explorations shall be made at such locations as are specified by the Authority's Engineer and, shall be done pursuant to the directions and instructions of the Authority's Engineer.

SECTION 4.07 – SURVEYS

When in the opinion of the Authority's Engineer additional surveys are necessary for review of the proposed work, the Requestor shall retain a Registered Surveyor to perform the surveys and to present the surveys to the Authority's Engineer.

The surveys shall be made at such locations as specified by the Authority's Engineer and, shall be done pursuant to the directions and instructions of the Authority's Engineer.

SECTION 4.08 – CONSTRUCTION

No construction on the proposed sanitary sewer line extension shall be started until:

The Authority has received planning module approval and DEP Water Quality management Permit, if required, and

The Requestor has notified the Authority a minimum of ten (10) days prior to the intended construction start date, and

The Requestor has received written authorization from the Authority to commence work, and

The Authority has received payment of any and all required fees.

SECTION 4.09 – INSPECTION AND TESTING

During construction, the Authority's representative will conduct inspections of the construction work in progress.

Any defect in construction work noted by the Authority's representative shall be promptly corrected. The Authority's representative shall be notified after the defect has been corrected.

All like and manhole testing shall be performed by the Contractor and witnessed by the Authority's representative.

SECTION 5

SECTION 5.01 – ADDITIONAL PROVISIONS OF THIS RESOLUTION

- A. This Resolution shall become effective immediately upon date of adoption.
- B. Any rentals or charge deemed delinquent, pursuant to this Resolution, shall be cause for termination of service and shall be collected in any manner appropriate under laws at the time in effect.
- C. This Authority reserves the right to adopt, from time to time, such additional rules and regulations as it shall deem necessary and proper in connection with use and operation of the System, which rules and regulations shall be, shall become and shall be construed as part of this Resolution.
- D. This Authority shall in accordance with applicable federal guidelines, provide for annual review and revision of all user charges and revise them periodically, if necessary, to meet actual operation and maintenance expenses and records shall be maintained as are necessary to document compliance with future regulations on the Authority's user charges.
- E. In the event any provision, section, sentence, clause or part of this Resolution shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Resolution, it being the intent of this Authority that such remainder shall be and shall remain in full force and effect.

SECTION 6

NONPAYMENT OF SEWER RENTAL

SECTION 6.01 – DELINQUENT ACCOUNT

When a customer rental charge shall become delinquent for a period in excess of thirty (30) days, the Authority may cause a Notice to be given personally or sent by certified mail to the person, persons, firm, corporation or other entity for the payment of such rental advising of the intention to shut off the supply of water or disconnect sewer service to such premises on a date certain until all such overdue rentals together with any penalties, interest and other costs due shall be paid in full.

SECTION 6.02 – INFORMAL HEARING

A. Upon receipt of a Notice pursuant to Section 6.01 above, a customer has the right, within fifteen (15) days of the date of the Notice, to request in writing an informal hearing before a Review Committee established by the Authority. The Review Committee, consisting of two or more members of the Authority and their Solicitor, shall hear any dispute raised by a customer, including, without limitation, any dispute concerning the amount due; any claim that the account has been overcharged; that there has been a charge for services not rendered; that there has been a miscalculation of the amount due; or any other claim or defense to the Authority's claim, or part hereof.

B. Upon receipt of any written request for an informal hearing pursuant to Section A above, water service shall not be terminated until the hearing is held before the Review Committee.

C. If a customer requests a hearing before the Review Committee, the Authority will set a date, time and place for such a hearing and will provide notice to the customer advising him/her/it of the date, time and place set for the hearing. The notice shall be sent by regular mail to the customer, or it shall be delivered personally to him/her, at least ten (10) days prior to the date set for the hearing.

D. At such hearing the customer shall be entitled to be represented by counsel. If at the hearing the matter or dispute cannot be resolved, the Review Committee shall so advise the customer and the hearing terminated.

SECTION 6.03 – JUDICIAL ACTION

Nothing contained herein shall restrict or limit the ability of the Authority to seek a judicial determination of a claim for non-payment of sewer rent in addition to seeking a shut off of the supply of water to the premises, or the disconnection of sewer service.

SECTION 6.04 – SEWER TERMINATION

A. If, after the informal hearing referred to in Section 6.01 above, the dispute of the customer cannot be resolved, the Authority may proceed to have the sewer service terminated. If the date

set for the original sewer disconnect has passed pending the informal hearing, the Authority shall send a final written notice to the customer advising of the new disconnect date which shall not be less than fourteen (14) days from the date of such notice. The property will be posted with a copy of such notice no less than ten (10) days prior to the date of shut off.

B. In addition to the written notice provided for in Section A above, a designated employee of the Authority shall attempt to contact the customer at least three (3) days prior to termination of sewer service. For the purpose of this section, personal contact shall mean contacting the customer in person or by telephone or by contacting another person whom the customer has designated to receive a copy of any notice of termination.

C. Immediately preceding the termination of the service, a designated employee of the Authority shall attempt to make personal contact with the customer or a responsible person at the residence of the customer and at the affected premises if they are different. If evidence is presented which indicates that payment has been made, a serious illness or medical condition exists, or a complaint or defense is properly pending, the termination shall not occur. If no prior contact has been made with the customer or a responsible adult as immediately set forth herein, the service shall not be terminated, but the Authority shall conspicuously post the termination notice at the residence of the customer and the affected premises advising that services will be disconnected not less than forty-eight (48) hours from the time and date of posting.

SECTION 6.05 – AGREEMENTS

If at any time after the issuance of the initial termination notice and prior to the actual termination of service, either at the informal hearing if requested by a customer, or if the customer contacts the Authority concerning the proposed termination, the Authority shall fully explain:

- A. The reasons for the proposed termination.
- B. All available methods for avoiding a termination including:
 - 1. tendering payment in full or otherwise eliminating the ground for termination; and,
 - 2. entering a settlement or amortization agreement;
- C. The right of the customer to file a written statement of defense as provided in Act 162 of 1978;
- D. The duty of the customer to pay any portion of a bill which he does not honestly dispute, and
- E. The medical emergency procedures.

The Authority through its employees shall exercise good faith and fair judgment in attempting to enter a reasonable settlement or amortization agreement or otherwise

equitably to resolve the matter. Factors to be taken into account when attempting to enter into a reasonable settlement or amortization agreement shall include but not be limited to the size of the unpaid balance, the ability of the customer to pay, the payment history of the customer and the length of time over which the bill accumulated.

SECTION 6.06 – MEDICAL CONDITION

A. The Authority shall not terminate or refuse to restore service to any premises when any occupant therein is certified by a physician to be seriously ill or affected with a medical condition which will be aggravated by a cessation of service or failure to restore service.

B. If, prior to termination of service, the Authority employee is informed that an occupant is seriously ill or is affected with a medical condition which will be aggravated by a cessation of service and that a medical certification will be procured, termination shall not occur for at least three (3) days. Service may be terminated if no certification is produced within that three (3) day period.

C. Certifications initially may be written or oral, subject to the right of the Authority to verify the certifications by calling the physician or to require written confirmation within seven (7) days. All certifications, whether written or oral, must include all of the following:

1. The name and address of the customer in whose name the account is registered.
2. The name and address of the afflicted person and his relation to the customer and occupant.
3. The nature and anticipated length of the affliction.
4. The name, office address and telephone number of the certifying physician.

D. Service shall not be terminated for the time period specified in a medical certification provided that the maximum length of the certification shall be sixty (60) days.

1. If no length of time is specified or if the time period is not readily ascertainable, service shall not be terminated for at least sixty (60) days.
2. Certifications may be renewed in the same manner and for the same time period as provided in “J” and “K” of this title (relating to postponement of termination pending receipt of certification and medical certifications).

E. When service is required to be restored, the Authority shall make a diligent effort to have service restored on the date of receipt of the medical certification. In any case, service shall be restored before the end of next working day. The Authority shall have employees available or on call to restore service in emergencies.

F. Whenever service is restored or termination postponed pursuant to the medical emergency procedures, the customer shall retain the duty to arrange to make payment on all bills.

SECTION 6.07 – EXPIRED CERTIFICATION

A. When the initial and all renewal certifications have expired, the original ground for termination shall be revived and the Authority may terminate service without additional written notice, if notice previously has been mailed or delivered pursuant to Section 6.01 of this title (relating to notice provisions). The Authority shall comply with Section 6.04 of this title (relating to the notice procedures prior to termination).

SECTION 6.08 – TERMINATION START

Termination of service or nonpayment of charges or for any other reason excepting emergencies, shall not commence:

- A. On a Friday, Saturday or Sunday
- B. On bank holiday or on the day preceding a bank or national holiday.

SECTION 6.09 – RENTAL OR MULTIFAMILY PROPERTIES OR BUILDINGS

Service to a rental property or multifamily dwelling shall not be terminated except in compliance with the Utility Service Tenants Rights Act of Pennsylvania, Act No. 299 of 1978. Therefore, if a customer's account becomes delinquent in excess of thirty (30) days but the account is for a property other than the customer's residence and is occupied, service will not be terminated until compliance with Act 299 of 1978. This provision will apply to commercial and residential rental property. If the delinquency is for a property from which the customer operates a business, termination may be made provided, however, that the property does not have any other rentals or occupants, commercial or residential.

SECTION 6.10 – MEDICAL EMERGENCY NOTICE

If you, or anyone presently and normally living in your home is SERIOUSLY ILL, WE WILL NOT CUT OFF YOUR SERVICES during such illness provided you:

- A. Have a physician certify by phone or in writing that such illness exists and that it may be aggravated if your service is stopped; and
- B. Make some equitable arrangement to pay the company your past due and current bills for service.
- C. Contact us by calling the following number:

Municipal Authority of White Deer Township
C/O Secretary
10456 River Road
New Columbia, PA 17856

Telephone (570) 568-2305

SECTION 6.11 – LIENS FOR RENTALS

All rentals, together with all penalties thereon, in excess of three (3) months of service at the then prevailing monthly rental rate shall be deemed to be delinquent. All delinquent rentals and all penalties thereon shall be a lien against such property in, the office of the Prothonotary of Union County and shall be collected in the manner provided by law, including costs for filing and collection of such liens.

SECTION 6.12 – COST REIMBURSEMENT

The Owner of any property which shall become delinquent shall reimburse the Authority for all fees associated with the collection, termination and renewal of service.

SECTION 6.13 – ESCROW ACCOUNT FOR DELINQUENT ACCOUNTS

Any customer who has become delinquent in his/her/their/it's sewer account on two (2) separate occasions for four (4) months or more shall be required to establish and fund an escrow account with the authority in order to maintain sewer service. Funding for the escrow account shall be equal to four (4) months of service at the then existing monthly rate. Failure to completely fund the escrow account shall cause a disconnection and termination of sanitary sewer service as provided in this Resolution. Sanitary sewer service shall not be restored until such time as the escrow account is fully funded and all other provisions of this Resolution regarding restoration of service are met.

SECTION 7

REGULATIONS GOVERNING ADMISSION OF INDUSTRIAL WASTE INTO THE SEWER SYSTEM AND RENTALS AND CHARGES IMPOSED THEREFORE

SECTION 7.01 – INDUSTRIAL WASTE

Industrial waste may be discharged into the Sewer System only with the written consent of and pursuant to written agreement with the Authority and provided that rules and regulations, which may from time to time be adopted by the Authority and prescribed for the acceptance of industrial waste are fully complied with to the satisfaction of the Authority.

Any user or potential user desiring to make or use a connection to the Sewer System, for the discharge of the Industrial Wastes into the Sewer System, shall file with this Authority an “Industrial Wastes Questionnaire,” furnished upon request by this Authority, which shall supply to this Authority pertinent data, on the Industrial Waste being discharged and the type of industry creating the discharge including estimated quantity of flow, characteristics and constituents of the discharge, the Standard Industrial Code (SIC) number of the industry and a description of the users’ processes which will produce the waste.

Where necessary, in the opinion of the Authority, a survey analysis and report by a Pennsylvania Registered Professional Engineer acceptable to the Authority, may be required.

Industrial Drains in floors and basements of an Industrial or Commercial facility may be accepted, in the discretion of the Authority, as long as the intent is to collect metered water runoff used in or on a piece of equipment in the production process. All of the discharge limits stated in section 7.06 must be proven and maintained.

SECTION 7.02 – CONTROL MANHOLE

Any user who shall discharge Industrial Wastes into the Sewer System, when required by this Authority, shall construct and thereafter properly shall maintain, at his own expense, a suitable monitoring manhole and other devices as may be required by the Authority to facilitate observation, measurement and sampling by the Authority of Industrial Wastes discharged to the Sewer System. Each control manhole include, as a minimum, a lockable valve on the water pipe to the User’s facility.

Any such control manhole, when required by this Authority, shall be constructed at an accessible, safe, suitable and satisfactory location, in accordance with plans approved by this Authority prior to commencement of construction.

The Authority and/or their duly authorized representatives shall at all reasonable times be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling and testing in accordance with the provisions of these Rules and Regulations.

SECTION 7.03 – CONNECTION POINT

Any user discharging both Industrial and Sanitary Wastewater into the Sewer System shall make such discharge at separate connection points to the Sewer System. No combined discharge will be allowed without written consent of and pursuant to written agreement of the Authority.

SECTION 7.04 – NOTIFICATION OF CHANGE

Any user discharging Industrial Wastes into the Sewer System and contemplating a change in the method of operation which will alter the characteristics and/or volumes of wastes at that time being discharged into the Sewer System shall notify this Authority, in writing, at least sixty (60) days prior to consummation of such change.

This Authority reserves the right to require any User having large variations in rates of waste discharge to install suitable regulating devices for equalizing waste flows to the Sewer System.

SECTION 7.05 – PRELIMINARY TREATMENT

Where required, by the Authority, the User shall provide at his expense such preliminary treatment or handling as may be necessary to modify the objectionable characteristics or control the quantities and rates of discharge of such water or wastes as necessary to reduce BOD to 250 mg/l, suspended solids to 300 ppm and total solids to 700 mg/l, or modify the objectionable characteristics or constituents to come within the maximum limits provided for in these Rules and Regulations;

Plans, specifications, and any other pertinent information relating to proposed preliminary treatment or handling facilities shall be submitted for the approval of the Authority and no construction of such facilities shall be commenced until written approval is obtained.

Where preliminary treatment facilities are provided, they shall be maintained continuously in satisfactory and effective operation at the User's expense. The Authority and/or its authorized representatives shall have continuous access to any preliminary treatment facilities for inspection. Operations of and discharges from said facilities shall be subject to the requirements of all applicable Federal, State and local codes, ordinances, laws and regulations. Operation and testing data from the pretreatment facilities shall be submitted to the Authority each week.

SECTION 7.06 – DISCHARGE LIMITS

No User shall discharge or cause to be discharged into the sewer system any wastewater, industrial waste or other matter or substance which are not amenable to treatment or reduction by the biological wastewater treatment processes employed or are amenable to the treatment only to such degree that the effluent of the sewage treatment works cannot meet the requirements of the agencies having jurisdiction over the discharge to the receiving stream in general or specifically:

- A. Having a 5-day 20-degree centigrade Bio-chemical Oxygen Demand (B.O.D.) in excess of 400 mg/l.
- B. Having a suspended solids content in excess of 500 mg/l.
- C. Having a total solids content in excess of 1,100 mg/l.
- D. Having a temperature higher than 150°F or less than 32°F, or a combination of temperature and quantity of flow such that it causes the influent temperature at the treatment plant above 40°C (104°F).
- E. Containing more than 100 mg/l by weight of fats, oils or greases.
- F. Containing any gasoline, benzene, naptha, fuel oil, point products, acid or other inflammable or explosive liquids, solids or gases.

G. Containing any noxious or malodorous gas or substance, which either singly or by interaction with other wastes is capable of creating a public nuisance or hazard to life or preventing entry into sewers for their maintenance and repair.

H. Containing garbage which has not passed through a disposal.

I. Containing but not limited to any ashes, cinders, sand, mud, straw, shavings, metal, glass, bones, rags, feathers, tar, plastic, wood, paunch manure, butchers offal, whole bloods, bentonite, lye, building materials, rubber, hair, leather, porcelain, china, ceramic wastes, or any other solids or viscous substances capable of causing obstruction to the flow in sewer system or other interference with the proper operation of the sewer system or the wastewater treatment plant.

K. Containing a toxic or poisonous substance in sufficient quantity of concentration to injure or interfere with any sewage treatment process, to constitute a hazard to humans or animals or to create any hazard in the receiving stream of the wastewater treatment plant. Toxic wastes shall include but not be limited. The following substance and limits of the substance shall be as required by D.E.P. and/or E.P.A.:

Substance

Cadmium (Cd)
Chlorides
Chromium (Cr⁺³ + CR⁺⁶)
Chromium (Cr⁺⁶)
Copper (Cu)
Cyanide (Cn)
Iron (Fe)
Lead (Pb)
Mercury (Hg)
Nickel (Ni)
Nitrogen (total)
Phenols (C₆H₅OH)
Phosphorous
Zinc (Zn)
PCB's

L. Containing total solids of such character and quality that unusual attention or expense is required to handle such materials at the wastewater treatment plant, except as may be approved by the Authority.

M. Containing any toxic radioactive isotopes, without special permit.

N. Containing color from any source not removed by the treatment process, such as, but not limited to dye wasted and vegetable tanning solutions.

O. Having a chlorine demand in excess of 12 mg/l.

P. Prohibited by any permit issued by the Commonwealth of Pennsylvania.

Q. Containing wastes which are not amenable to biological treatment or reduction in existing treatment facilities, specifically non-biodegradable complex carbon compounds.

R. Containing any waste listed in the U.S. Environmental Protection Agency Industrial Waste Pretreatment requirements as published in the Code of Federal Regulations in a concentration greater than that listed in the latest revision of The Federal Regulations.

SECTION 7.07 – SURCHARGE CALCULATION

Industrial waste of unusual strength or character accepted by the Authority shall be subject to a surcharge to be paid by the industry concerned. The surcharge billing shall be an amount in addition to the basic rate.

In order to determine the additional charge for industrial wastes with strength greater than that of domestic sewage, the following formula shall be used:

$$\text{Quarterly Surcharge} = 0.00834 Q (\text{BOD}_{I-250}) A + (\text{SS}_{I-300}) B + (\text{TS}_{I-700}) C$$

Where: 0.00834 is a constant to convert waste strength expressed in mg/l to thousand pounds of waste.

Q_I = quarterly industrial waste flow expressed in million gallons.

BOD_I = 5-day BOD mg/l of the Industrial Waste.

SS_I = Suspended Solids of Industrial Waste in mg/l.

TS_I = Total Solids of Industrial Waste in mg/l.

250, 300, and 700 = constants expressing waste load strength in mg/l for the respective pollution parameters.

A, B, and C = costs of treating 1,000 pounds of waste at the Authority's wastewater treatment facility for the respective pollution parameters. These costs will change as operating costs increase, as capital additions are made or as flow at the facility changes.

When a value for BOD, suspended solids and/or dissolved solids is less than the maximum allowable concentration set forth in the Industrial Waste Surcharge Formula, the maximum allowable concentration shall be used in the calculation of the Industrial Waste Surcharge.

SECTION 7.08 – SAMPLING AND TESTING

Industrial waste being discharged into the sewer system shall be subject to periodic sampling testing and inspection. The analyses of samples so obtained shall be the basis for computing additional charges in accordance with Section 7.07.

All sample analysis shall be performed by a laboratory certified by the U.S. Environmental Protection Agency and in accordance with the latest edition of “ Standard Methods for the Examination of Water and Sewage” published by the American Public Health Association.

A normal sampling schedule including the analyses to be performed on the samples shall be included in the Industrial Waste Acceptance Agreement. The cost of this sampling and testing shall be borne by the User and shall be shown as separate charges on the User’s bills.

The Authority reserves the right to perform more frequent sampling and analyses at its own cost.

A user subject to periodic sampling may request that samples be taken in addition to the normal periodic samples taken by the Authority. The cost of this sampling and analysis shall be borne by the user in addition to the cost for normal sampling and analysis.

SECTION 7.09 – TRUCK DELIVERY

Any tank truck or any equipment used or intended to be used for the removal, transportation, and disposal of sewage and industrial wastes shall conform to the following requirements:

- A. The container shall be water tight.
- B. Tanks, containers, or other equipment shall be so constructed that every portion of the interior and exterior can be easily cleaned and shall be kept in the clean and sanitary condition.
- C. Piping, valves and permanent or flexible connections shall be accessible and easily disconnected for cleaning purposes.
- D. The inlet opening, or openings to every container, shall be so constructed that the material will not spill outside during filling, transfer or transport.
- E. The outlet connections shall be so constructed that no material will leak out, run out to other than the point of discharge, and shall be of a design and type suitable for the material handled and capable of controlling the flow or discharge without spillage, undue spray, or flooding immediate surroundings while in use.
- F. No connection shall be made at any time between a tap hydrant or outlet furnishing potable water on any premises and any container or equipment holding waste material by any means other than an open connection.

The sewage and wastes discharged by the tank trucks into the sewer system shall not contain industrial waste, chemicals, or other matter, with or without pre-treatment that does not conform to the requirements of these Rules and Regulations.

Any sewage and industrial waste to be discharged from tank trucks to the Sewer System shall be disposed of at the location designated by the Authority at the time or times fixed by the Authority. All such discharges shall be subject to the written consent of and pursuant to written agreement of the Authority.

SECTION 7.10 – SPECIAL AGREEMENTS

No provisions of these Rules and Regulations shall be construed as presenting any special arrangement or agreement between the Authority and any person whereby an industrial waste of unusual strength or character may be accepted by the Authority for treatment, subject to payment therefore by the person concerned.

SECTION 7.11 – FAILURE TO COMPLY

Whenever a permitted user shall fail to comply with the rules and regulations of the Authority regarding industrial waste, the Authority may revoke the user's permit and take whatever action is necessary to protect the Authority's sewer system and treatment plan including without limitation capping the user's line and preventing the discharge into the Authority's system.

SECTION 8

SECTION 8.01 – PENALTIES FOR VIOLATIONS OF THESE RULES AND REGULATIONS

As authorized by 53 Pa.C.S. § 5607 d(17) any violation of these Rules and Regulations may, in addition to any other penalties prescribed herein or by law, be referred for prosecution as summary offense which is currently punishable by up to 90 days in jail and/or \$300.00 fine as authorized by 18 Pa.C.S. § 1101 and § 1104.

ADOPTED at a meeting of the Board of the White Deer Township Municipal Authority held on _____.

ATTEST:

WHITE DEER TOWNSHIP MUNICIPAL
AUTHORITY

AMBER KOCH, SECRETARY

BY:

CHAIRMAN

APPENDIX A

APPENDIX A
FEES

GENERAL

- | | |
|---------------------------------------|----------|
| 1. Special reading and billing charge | \$35.00 |
| 2. Credit deposit | \$100.00 |

SEWER

1. All unmetered consumers shall be subject to a monthly charge of \$_____ per EDU.

- | | |
|-----------------------|-------------|
| 2. Connection Fee | Actual Cost |
| 3. Tapping Fee | \$_____ |
| 4. Administrative Fee | \$_____ |
| 5. Inspection Fee | \$_____ |

APPENDIX B

MUNICIPAL AUTHORITY OF WHITE DEER TOWNSHIP
Union County, PA

Application for Permit to Connect To Sewer System

Application No.: _____

Date: _____

TO: Municipal Authority of White Deer Township
c/o Ardith Wilkins, Secretary
P.O. Box 90
West Milton, PA 17886

The undersigned hereby makes application for permission to connect the following to the herein designated property to the system of the Municipal Authority of White Deer Township, Union County, Pennsylvania.

Street and Name of Property:

Owner's Name and Address:

Code Number: _____

The number of dwelling units, commercial establishments and/or industrial establishments which will be connected to the system in the event the permit hereby applied for is granted is:

Number: _____

They are as follows:

Dwelling units Number: _____

Industrial Establishments Number: _____

Commercial Establishments Number: _____

Each commercial or industrial establishment to be connected to the sewer system includes an individual flow meter

Yes _____ No _____

**MUNICIPAL AUTHORITY OF WHITE DEER TOWNSHIP
Union County, PA**

Application for Permit to Connect To Sewer System

In consideration of the granting of this application, the undersigned agrees:

- 1) To accept and abide by all provisions of the ordinances adopted by the Township of White Deer and the several resolutions adopted by the Municipal Authority of White Deer Township, Union County, PA, as heretofore or hereafter amended or reenacted, the Rules and Regulations which may have been or may hereafter be adopted by the said Township or the said Authority.
- 2) To maintain the service line(s) at no expense to the Township or the said Authority.
- 3) To notify the Municipal Authority when the service line is ready for inspection and connection to the system, such notification to be before any portion of the work is covered.

Signed _____
Applicant

Applicant

Building sewer inspected and

Approved: _____
Date

Address of Applicant

By: _____

Permit Issued: _____

Permit No.: _____

\$ _____ connection fee received on _____

By: _____

APPENDIX C

PAYMENT AMORTIZATION AGREEMENT

The undersigned are owners and/or occupants of real estate located at _____

The said real estate is serviced by Municipal Authority of White Deer Township for sewer rental.

The undersigned customer's account with the Municipal Authority of White Deer Township is delinquent and the parties hereto have agreed upon a payment plan for the continuation of sewer service.

NOW, THEREFORE, in consideration of receiving further service from Municipal Authority, the undersigned customer agrees to make the following payments on their delinquent account: Payments of \$ _____ per month, received in the Authority's office by the 1st of each month until the amount due the Authority and any late charges, interest and costs have been paid in full. All current bills must be paid as they become due in addition to the above payment schedule.

The Authority reserves all rights it had at the signing of this agreement in the event of default including without limitation sewer service termination.

Approved by the Authority:

MUNICIPAL AUTHORITY OF
WHITE DEER TOWNSHIP

Dated: _____

APPENDIX D