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Part I. DEFINITIONS

Unless the context specifically and clearly indicates otherwise the meaning of terms and phrases used in the documents contained herein shall be as follows:

Applicant: shall mean a landowner or Developer, as hereinafter defined, who has filed an application for development, including his heirs, successors and assigns.

Authority: shall mean Greene Township Municipal Authority, a Municipal Authority of the Commonwealth of Pennsylvania.

Board of Supervisors: Greene Township Board of Supervisors.

Building Sewer: shall mean the sewage drainage system of any structure to the lateral of the sewer owned by the Authority Sewer: also known as “customer facilities”.

Commonwealth: shall mean the Commonwealth of Pennsylvania.

Connection Fee: shall mean the cost of the connection from the sewer main to the property line (See Act 57, Capital Charges Study).

Customer Facilities Fee: shall mean the cost of facilities from the property line to the proposed dwelling or building (See Act 57 Calculations, Capital Charges Study).

Department: shall mean the Department of Environmental Protection.

Developer: shall mean any landowner, agent of such landowner, contractor, or tenant with the permission of such landowner, who makes or causes to be made a subdivision of land or a land development.

Easement: A grant or dedication to the general public, a corporation or a certain person, by a property owner or developer of a right-of-way or parcel of land for a specific purpose or use.

E.D.U.: shall be construed to mean a sewage flow of two hundred and twenty one (221) gallons per day, with an average strength of two hundred (200) milligrams per liter of B.O.D. and suspended solids or equivalent.

Improved Property: shall mean any property within the Municipalities upon which there exists a structure intended for continuous or periodic habitation, occupancy or use by human beings or animals and from which structure Sanitary Sewage and/or Industrial wastes shall be or may be discharged.

Industrial Establishment: shall mean any Improved Property located within the Municipalities and used or intended for use, wholly or in part, for the manufacturing, processing, cleaning, laundering or assembling of any product, commodity or article, beauty shop/barber shop, or any other Improved Property/Business located within the Municipalities, from which wastes, in addition to or other than Sanitary sewage, shall be discharged.

Industrial Wastes: shall mean any and all wastes discharged from an Industrial Establishment, other than Sanitary Sewage.

Land Development:

1. Shall consist of the improvement of one lot or two or more continuous lots, tracts or parcels of land for any purpose involving:
 - a. A group of two or more buildings, or
 - b. 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;
2. Or shall consist of a subdivision of land.

Landowner: shall mean the legal or beneficial owner or owners of land including the holder of an option or contract to purchase (whether or not such option or contract is subject to any condition), a lessee if he/she is authorized under the lease to exercise the rights of the landowner, or other person having a proprietary interest in land, shall be deemed to be a landowner for the purposes of this act.

Lateral: shall mean that part of the sewer system extending from the Authority Sewer to the edge of easement, right of way line or 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 sewer which is provided for connection of any Building Sewer.

Municipality: shall mean Greene Township, Franklin County, Pennsylvania; a Municipal Subdivision of the Commonwealth.

Owner: shall mean any person vested with ownership, legal or equitable, sole or partial, of any improved property.

Person: shall mean any individual, partnership, company, association, society, trust, corporation, school district, municipality, municipal authority or other group or entity.

Sanitary Sewage: shall mean normal water-carried household and toilet wastes from any improved property.

Septage: Septage includes liquid or solid material removed from a septic tank, cesspool or similar device that receives only waste or wastewater from humans or household operations. The term includes processed residential septage from a residential septage treatment facility. The term does not include liquid or solid material removed from portable toilets, or marine sanitation devices or similar devices that receive either commercial wastewater or industrial wastewater. The term also does not include grease or liquid of any kind removed from an oil & grease trap.

Sewage System: All facilities of the Township or any municipality party to a service agreement with the borough, as of any particular time, used or usable for collecting, transporting,

pumping and disposing of wastewater, which facilities are connected to and served by the sewage treatment plant.

Sewage Treatment Plant: That portion of the sewer system owned and operated by the borough, which is designed to provide treatment of wastewater and discharge of treated effluent to the environment.

Sewer: shall mean any pipe or conduit constituting a part of the Sewer System used or usable for sewage collection or conveyance purposes.

Sewer System: shall mean all facilities, as of any particular time, for collecting, pumping, transporting, treating and disposing of Sanitary Sewage and/or Industrial Wastes, situate in or adjacent to the Municipality and owned by the Authority.

Stormwater: Any flow of water occurring during or following any form of natural precipitation and resulting therefrom.

Street: shall mean and shall include any street, road, land, court, cul-de-sac, alley, public way or public square.

Subdivision: shall mean the division or re-division of a lot, tract or parcel of land by any means into two or more lots, tracts, parcels of other divisions of land including changes in existing lot lines for the purpose, whether immediate or future, of lease, transfer of ownership or building or lot development:

Provided, however, that the subdivision by lease of land for agricultural purposes into parcels of more than ten acres, not involving any new street or easement of access or residential dwellings, shall be exempted.

Tapping Fee: shall mean the cost of four separate components which are separately calculated (See Capital Charges Study, Act 57 as amended):

1. Capacity Part: shall mean the cost of capacity-related facilities, which would typically include wastewater treatment plant and certain related facilities. These facilities may either be existing or future facilities which are planned to be constructed or acquired.
2. Collection Part: shall refer to those costs required to provide collection and conveyance of wastewater, such as pressure sewers, force mains, and pumping stations.
3. Special Purpose Parts: shall refer to fees for special purpose facilities applicable only to a particular group of customers, or serving a particular purpose or specific area, such as specific pump stations, sewers, industrial waste water treatment facilities, etc.
4. Reimbursement Component: shall mean where appropriate, a component to recapture the allocable portion of expenses of line extensions constructed at the expense of another party other than Authority, in accordance with HB51.

Township: shall mean the Greene Township of Franklin County, Pennsylvania

Use Or Occupancy

| <u>USE OR OCCUPANCY</u> | <u>SEWER USER UNITS</u> |
|--|-------------------------|
| a. Single family domestic dwelling | 1 |
| b. Each dwelling unit in a double house or in a row of connected houses | 1 |
| c. Each condominium | 1 |
| d. Each apartment or rental unit in an apartment house | 1 |
| e. Each mobile home or trailer | 1 |
| f. Each room, not containing kitchen facilities, in a hotel, motel, or boarding house | ¼ |
| g. Each room containing kitchen, in a hotel, motel or boarding house. | 1 |
| h. Each group of rooms or other enclosure or accommodation occupied or intended for occupancy as separate living quarters by a person living alone or a group of persons living together and not included in classifications (a) to (e) above. | 1 |
| i. Each 20 seats or stools or combination thereof in a restaurant, club or tavern or any fraction thereof. | 1 |
| j. Each Church. | 1 |
| k. Each Fire House. | 1 |
| l. Each garage or service station. | 1 |
| m. Each washer in a Laundromat. | 1 |
| n. Each chair in a barber shop. | ¼ |
| o. Each chair in a beauty shop. | ½ |
| p. Each Professional Office | 1 |
| (1) Doctors Offices, Each Doctor | 1 |
| (2) Dental Office, Each Dentist | 1 |
| q. Each student or instructor in a School; | |
| (1) Boarding | ¼ |
| (2) Day; without cafeterias, gym, or showers | 1/25 |
| (3) Day; with cafeterias, but no gym or showers | 1/20 |
| (4) Day; with cafeterias, gym, and showers | 1/15 |
| r. Each retail store, commercial or industrial establishment not otherwise classified above. (per employee) | 1/8 |

Wastewater: Industrial wastes or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, together with any groundwater, surface water, and stormwater that may be present, whether treated or untreated, which enters the sewer system.

Wastewater Treatment Plant: See Sewage Treatment Plant

Part II. GENERAL INFORMATION

A. PURPOSE

These Rules, Regulations and Specifications (“Rules and Regulations”) serve to provide administrative and technical guidance to any and all Applicants desiring public sewerage services of the Greene Township Municipal Authority (“Authority”).

B. RESPONSIBILITY

Owners, Contractors and/or Developer/Applicants shall be responsible to understand and abide by these Rules and Regulations.

It shall be the responsibility of the Owner, Contractor and/or Developer/Applicants to contact the Authority prior to construction to determine if any Rules, Regulations or Specifications have changed.

C. OWNER/TENANT LIABILITY

The Owner of any Improved Property connected to the Sewer System shall be responsible for all acts of tenants or other occupants of such Improved Property insofar as such acts shall be governed by provisions of these Rules and Regulations.

D. CHANGES IN RULES AND REGULATIONS

(See Sewer Code, Chapter 67, Article I, Section 67-3 and Article II, Section 67-29)

The Authority and/or Supervisors reserve the right to adopt and promulgate the following from time to time:

- ◆ Additional Sewer Classifications;
- ◆ Sewer:Rates or Charges;
- ◆ Modifications of the Sewer Rate Schedule.

Any additional classifications and Sewer rates, charges or modifications to the aforementioned shall be considered as part of the Rules and Regulations.

The Authority and/or Supervisors reserve the right to adopt, from time to time, such additional Rules and Regulations as it shall deem necessary and proper in connection with the following:

- ◆ Use and operation of the Sewer System;
- ◆ Discharge of Wastewaters and other substances thereto.

Such additional Rules and Regulations shall be, shall become, and shall be construed as part of these Rules and Regulations.

E. APPLICATION OF RULES AND REGULATIONS

The Rules and Regulations shall apply to any of the following:

1. Person;
2. Corporation;
3. Any other entity who desires to:
 - a. Construct Sewer lines; or
 - b. Connect to the existing Sewer lines including, but not limited to, residences, more than one residence or facility in a residential development prior to their use or sale.

Part III. SEWER CONNECTION REQUIREMENTS

A. APPLICATION AND PERMIT

(Sewer Code, Chapter 67, Article II, Section 67-17, 67-18)

1. Obtaining an Application and Permit

Any person requiring or desiring to connect to an existing Sanitary Sewer System operated by the Authority, or private system connecting to the Authority's system, shall secure an application and permit from the Authority.

2. Domestic/Non-Domestic

Applications and permits shall be of three types: Single Family Homes, Multi-Family Dwellings, and Commercial Development.

B. PAYMENT OF PERMIT

Any person requiring or desiring to connect to an existing Sanitary Sewer System must purchase the permit and connect to the Sanitary Sewer System within Six (6) months of purchasing said permit.

At the time the tap fee payment is tendered, a copy of the existing Building and Land Use Permit must be shown.

C. CONSTRUCTION OF SEWER CONNECTION

1. Licensed Contractor/Plumber

All connections to the Authority's Sewer System shall be constructed by a Contractor/Plumber licensed by the Authority. It is the responsibility of the Contractor/Plumber to routinely provide evidence of current plumbing licensure to the Authority.

2. Notice

Contractor/Plumbers are required to provide the Authority with a minimum of Forty-eight (48) hours notice, prior to starting work.

D. INSPECTION

(See Sewer Code, Chapter 67, Article II, Section 67-25)

All paperwork must be completed and all applicable Capital Fees must be paid prior to inspection of the connection. The Authority shall supervise and inspect or cause to be supervised and inspected the connection to the existing Sanitary Sewer System.

E. DEDICATION

No Building Sewers may be connected to Authority Sewer until the Authority Sewer has been dedicated to the Authority by the Owner, Builder and/or Developer/Applicant.

F. SEPARATE CONNECTIONS

(Sewer Code, Chapter 67, Article II, Section 67-20)

Each Improved Property shall be connected separately and independently with a Sewer through a Building Sewer.

Sharing of Building Sewers is not permitted, including, but not limited to the following:

1. Townhouses;
2. Neighboring dwellings;
3. Duplex dwellings.

G. CONNECTION TO EXISTING SEWERS

(See Sewer Code, Chapter 67, Article II)

1. Testing

The Authority's and/or Supervisors' plumbing inspector must approve the testing of the Building Sewer prior to connection to the existing Sewer System.

2. Connection Prohibitions

(See Sewer Code, Chapter 67, Article II, Section 67-14 & 15)

In no instance shall the Owner be allowed to connect a septic tank, holding tank, or sump pump, nor shall Owner connect to any piping, which discharges out of the existing septic tank.

3. Connection Requirements

The connection to the existing Sewer System shall conform to one of the following methods:

- ◆ A reducer fitting shall be installed matching the Two (2) sizes of pipe. The fitting and joints shall conform to the requirements of these Rules and Regulations. The fittings shall be pitched at 45° downward.

◆ Adaptors shall be installed in strict accordance with the manufacturer's requirements. All types or proposed adaptors shall be approved by the Authority's plumbing inspector prior to purchase or installation.

In all cases, the joints of the connection shall be made permanently gas and water tight.

A standard wye with a vertical cleanout to the surface shall be constructed immediately adjacent to the end of the Lateral provided by the Authority, or as close thereto as practical.

H. MANDATORY CONNECTION

(See Sewer Code, Chapter 67, Article II)

1. Connection Notice

(See Sewer Code, Chapter 67, Article II, Section 67-16)

Notice to Connect shall be given to Owners of Improved Property accessible to and whose principal building is within One Hundred Fifty (150) feet from the Sewer System.

Owners of Improved Property compelled to connect to the Sewer System shall do so within Ninety (90) days of said notice.

Such notice shall consist of a copy of Chapter 67 of the Greene Township Code of Ordinances, Chapter 67, Article II and a written or printed document requiring connection to the Sewer System within Ninety (90) days.

2. Failure to Connect

(See Sewer Code, Chapter 67, Article II, Section 67-23)

If an Owner, compelled by notice to connect their Improved Property to the Sewer System, fails to connect within Ninety (90) days of notice, the Township may enter upon the Improved Property to construct such connection and may collect from the Owner the costs and expenses permitted by law.

3. Reconnection After Three Year Property Vacancy.

Any property previously served by the Sewer System which remains vacant for a period of 36 months or more consecutively without payment of a service charge shall when reconnected to the Sewer System pay a connection fee which shall be the difference between the current tapping fee minus the amount of tapping fee which was paid at the time of the original connection.

4. Connection Charges

(See Sewer Code, Chapter 67, Article II, Section 67-21)

Each Owner of Improved Property who is compelled to connect to a lateral, constructed under the Contracts for the construction of the Sewer System, shall pay a connection charge to the Authority.

Part IV. EXTENSIONS OF MAINLINES

(See Sewer Code, Chapter 67, Article II, Section 67-19, 67-22, Section 67-24)

A. AUTHORITY REVIEW

1. The Authority shall review all requests first for Sewer service to determine the possibility of service to future development either up-slope or between the specific location of the structure to be serviced.
2. The review is determined by the request for service and the present termination of the collection line.
3. Where such review reveals no justification or possible additional up-slope service, the request may be considered utilizing the Rules and Regulations and policies associated with a 6" service line.
4. Where the review reveals the possibility of service either up-slope or between the location of the structure to be serviced and the present termination of the collection line, two possible considerations shall be pursued:
 - a. Should the property in question for service be located immediately adjacent to the last property serviced, the Applicant shall extend the public collection line from its present termination as follows:
 - (1) The extension shall be made under the direction of the Authority;
 - (2) The extension shall generally be parallel to the road;
 - (3) The extension shall be to a point approximately Ten (10) feet off the Applicant's property line located closest to the proposed termination of the sanitary sewage line.
 - b. Should the extension be made on private property rather than within the road right-of-way/easement, the Developer/Applicant shall convey a sufficient additional easement to the Authority to enable further extension to the next up-slope property.

B. FEASIBILITY

The Authority shall determine if any extension of the collection line is feasible with regard to the subdivision and/or land development associated with the request for service.

C. ACCEPTANCE OF DEDICATIONS

1. Acceptance of dedications shall be only upon written request and formal resolutions of the Authority.

2. The Authority shall accept dedications of Sewer lines extending the Sewer System provided that:

- a. The Authority possesses sufficient capacity in the Regional Sewage Treatment Plant to accommodate the increased flow; and
- b. All Requirements including, but not limited to Part IV, Paragraphs C through J are met.

D. PLANS AND SPECIFICATIONS

The construction and the design of the Sewers must meet the Authority's specifications and approval.

Sewer Plans shall be prepared by a Registered Engineer or Registered Land Surveyor, on plan and profile paper, 24" x 36" in size.

The drawing shall be to a scale of 1" = 50' horizontal and 1" = 5' vertical.

All Plan submissions shall be consistent with the latest edition of the Authority's Rules and Regulations.

Extensions should be designed to accommodate further extension.

Plans shall include manhole numbers, elevation datum, stationing, and all other pertinent information.

E. INSPECTION

(See Sewer Code, Chapter 67, Article II, Section 67-25)

Inspections of the construction and testing shall be performed by the Authority Personnel at the Developer/Applicant's expense.

A sum sufficient to cover the estimated cost of such inspection must be deposited in escrow prior to construction.

The Authority Engineer must be notified Two (2) working days in advance of any construction inspection or testing needs.

F. SEWER LATERALS

(See Sewer Code Chapter 67, Article II, Section 67-22)

An 8" x 6" wye and Lateral shall be provided to accommodate each Improved Property and each building lot accessible to the Sewer extension.

No Connection Fee shall subsequently be imposed for connection of the properties served by developer installed Sewer Laterals.

The Lateral shall be securely plugged or capped.

A print of the drawing of the extension locating the wyes in plan or the Lateral in plan with the elevation of the Lateral at the property line shall be deposited with the Authority Engineer prior to acceptance.

G. SUBDIVISION ESCROWS OR BONDS

1. Subdivision and Land Development Ordinance

The Greene Township Subdivision and Land Development Ordinance provides, in certain cases, that proposed subdivisions be provided with a Sewer System and be connected with the Sewer System.

The Supervisors shall not approve and stamp Plans until the Developer/ Applicant has made satisfactory arrangements for such sewerage.

2. Compliance with Rules and Regulations

Should the Developer/Applicant agree to construct the Sewers in accordance with these Rules and Regulations and any special conditions imposed by the Authority, the Authority shall agree in advance to accept a dedication and to connect to the Sewer System.

3. Bond

a. Bond Submission

To assure the construction of the Sewer, the Developer/Applicant must either submit a bond with a nationally recognized surety company as surety or escrow money or acceptance security.

b. Amount of Bond

The amount of the bond or escrow should be equal to the estimated cost to the Authority performing the construction.

c. Authority Engineer

The Developer/Applicant should secure the concurrence of the Authority Engineer in the cost estimate.

d. Authority Solicitor

The Developer/Applicant should also secure the approval of the Authority Solicitor of the bond or escrow agreement.

H. STATE PERMITS

(See Sewer Code, Chapter 67, Article II, Section 67-17 & 18)

According to State Law, Sewers may only be constructed upon the following conditions:

1. Upon the issuance of a permit by the Department to the Owner of the Sewer System requesting a Sewer extension.
2. The Authority shall execute a permit application on forms prepared by the Developer/Applicant only.

I. PENNDOT PERMITS

If the proposed extension is to be constructed in a State Highway, the Developer/Applicant must secure a permit from PennDOT.

J. EASEMENT AGREEMENTS

The Applicant shall obtain any and necessary easements and rights-of-way and convey the same to the Authority prior to commencing construction.

Unless special circumstances exist, the width of the easement shall be Thirty (30) feet.

The Developer/Applicant shall prepare and file an Easement Agreement with the Franklin County Recorder of Deeds Office and give a copy to the Authority if a proposed extension is to be constructed, in whole or in part on privately owned land.

The Easement Agreement shall be in recordable form, conveying an easement for maintenance purposes to the Authority.

Part V. DEED OF PERMANENT EASEMENT

A. REVIEW BY AUTHORITY SOLICITOR

All such easements shall be obtained in advance of commencement of construction and shall be reviewed by the Solicitor of the Authority.

B. PAYMENT OF EASEMENT

The Owner, Builder, and/or Developer/Applicant shall arrange and pay for a Thirty (30') Foot permanent easement.

C. LANGUAGE OF EASEMENT

All Deeds of Easement shall contain the following clause:

The Grantor does hereby covenant and agree that they shall not erect or permit the erection of any building or plant any trees or shrubs on the right-of-way or perform any excavation work including, but not limited to, anchoring, auguring, backfilling, blasting, digging, ditching, drilling, driving-in, grading, plowing-in, pulling-in, ripping, scraping, trenching and tunneling; after the execution and delivery of this Agreement which shall endanger or interfere with the operation of the said Sewer line or lines of the Authority.

D. RECORDING OF EASEMENT

The Owner, Builder and/or Developer/Applicant shall record the easement with the Franklin County Recorder of Deeds in the name of the Authority.

E. SUBMISSION TO THE AUTHORITY

Easement plans and deed description as recorded, shall be submitted to the Authority for their permanent record with a notation as to the recording date and Franklin County Deed Book Volume and Page in which recorded.

F. LOCATION OF EASEMENT

Easements conveyed to the Authority shall provide for a Thirty (30') Foot permanent easement/right-of-way.

The centerline of the easement/right-of-way shall be the location of the collection line, with a full Fifteen (15') foot right-of-way available on both sides of the collection line.

G. SEWER FACILITIES

All Sewer facilities must be centered in the easement for the facilities.

Should the Authority need to work on or maintain the Sewer infrastructure, any damage to surface improvements (paving, curbing, etc.) shall be the responsibility of the Owner in areas where improvements exist in the Sewer easement.

H. EASEMENT OBSTRUCTION

The following obstructions are prohibited within Authority Easements:

1. Trees;
2. Perennial shrubs;
3. Temporary structures;
4. Buildings;
5. Sheds;
6. Recreational or playground equipment.

Part VI. PLANNING MODULE

A. PLANNING MODULE TERMS AND CONDITIONS

1. Planning Module Required

When a Developer/Applicant desires to construct and/or connect a sewerage system within the Municipality, a Planning Module shall be required, which binds the Developer/Applicant and the Authority to certain terms and/or conditions relative to the proposed project.

2. Terms and Conditions

The Authority and the Municipality (typically Greene Township) within which the project is located, shall determine the need, and/or terms and/or conditions of such a Planning Module.

Part VII. SEWER PLAN REQUIREMENTS

A. SUBMISSION OF PLANS

1. Employment of Professional Engineer

The Developer/Applicant may employ any Professional Engineer competent in the field of sanitary engineering to develop the necessary Plans and Specifications of the Sewer extension(s).

2. Plan Submission

The Developer/Applicant must submit Twelve (12) sets of completed Plans to the Township, showing the proposed location of the residence or facility to be connected with first floor elevations, together with topography, and grade of lines, prepared in compliance with these specifications herein.

The completed Plans and Specifications shall be submitted to the Authority for its consideration and action.

3. Plan Notations

All Plans must note the following:

a. Capacity

- (1) Public Sewer service is available from the Authority.
- (2) Prospective Grantees of any lot is hereby notified that they should make inquiry of the Authority to determine if Sewer capacity for the lot to be acquired is available.
- (3) Sewer capacity is on a first-come, first-served basis. It shall be the sole responsibility of the prospective Grantee(s) to verify the availability of Sewer service prior to building, design, and/or construction.

b. Compliance with Rules and Regulations

All sanitary Sewer construction shall be performed by the Contractor in accordance with the latest version of the Rules and Regulations.

c. Uses

Prior to building and/or construction, prospective Grantees of commercial lot(s) must submit Plans with explanatory narrative, describing potential uses.

d. Grinder Pump

- (1) When a subdivision utilizes a Pressurized System, the Plans must specify the grinder pump manufacturer for which the lot or subdivision was designed.
- (2) Grinder Pump/Pressurized Sewer System submittals shall include a design report with appropriate calculations to assure that the proposed system can work properly.
- (3) The Grinder Pump submittal shall be signed and sealed by an engineer licensed to practice in the Commonwealth.
- (4) In addition, the Plans must state the following:

(a) Maintenance and Replacement

In accordance with the Authority Rules and Regulations, the Owner shall be responsible for and provide perpetual maintenance and replacement of all sanitary sewage connection facilities including the Grinder Pumping Station, controls, pipes, valves, fittings, and appurtenances, etc.

(b) Construction

Construction shall be performed in accordance with the Authority Rules and Regulations.

e. Call Before You Dig

The standard "Call Before You Dig" note (Pennsylvania One Call) must be placed on all Plans.

f. Additional Comments

The Authority reserves the right to request additional comments or information on the Plans as warranted.

4. Reimbursement

The Developer/Applicant shall reimburse the Authority for all review fees as billed by the Authority, Authority Engineer and/or Solicitor.

B. PLAN REVIEW

The Authority Engineer and Solicitor shall review the Plans for conformity to the planning module.

C. PLAN APPROVAL

1. Submission of Plans

Upon the approval of the planning module and/or attached supporting information by the Authority and the Department, the Developer/Applicant shall submit detailed Plans that comply with the technical specifications provided in these Rules and Regulations and those of the Commonwealth and Federal laws, Rules and Regulations.

2. Option

At this time, the Developer/Applicant shall advise the Authority of which option he would like to use (Refer to Paragraph D).

3. Sewer Capacity

Authority Approval of the planning module does not guarantee the following:

- a. Availability of Sewer Capacity;
- b. Approval of the Plans for purposes of subdivision/land development requirements;
- c. Approval to record Plans;
- d. Approval to sell, transfer or otherwise convey rights to lots or property;
- e. Approval for the construction of Sewer lines or facilities.

D. OPTIONS

Prior to the Authority granting final approval of the Plans, the Developer/Applicant shall notify the Authority in writing which option they choose from the following:

1. The Developer/Applicant shall install all Sewer lines, manholes, laterals, and all other Sewer apparatus, and dedicate them to the Authority upon Authority acceptance. The Developer/Applicant shall also furnish the Authority the necessary items accordingly. The Developer/Applicant must furnish the Authority with a signed Deed of Easement and a signed Construction Agreement. After completion and dedication, the Authority shall stamp the Plans and forward them to the Board of Supervisors.

2. In accordance with requirements of the Authority Rules and Regulations, signed Deed of Easement, and signed Construction Agreement, the Developer/Applicant shall furnish the necessary financial security (as set forth in Part VIII of these Rules and Regulations).

With this option, and upon receipt of the above, the Authority shall approve and stamp the Plans and forward a letter of approval to the Board of Supervisors.

E. SUBDIVISION PLANS

The following shall not take place prior to the Authority's approval of subdivision plans:

1. The creating of a subdivision or land development of any lot, tract or parcel of land;
2. The layout, construction, opening or dedication for public use, travel or for common use of occupants of buildings abutting thereon of any the following:
 - a. Street;
 - b. Sanitary Sewer;
 - c. Storm Sewer;
 - d. Water main;
 - e. Any other improvements in connection therewith.

F. SEWER LINES

1. Plan View and Profile

The Sanitary Sewer plans must be prepared with the plan view of the Sewer lines on the top of the sheet and the profile of the Sanitary Sewer lines on the bottom of the sheet.

2. Index Plan

When the subdivision's Sewer lines exceed 1,500 feet, an index plan must be included showing the location of each sheet.

3. Utilities

The Engineer shall show other adjacent utilities on the Plans and profiles to ascertain that all Sewer lines are built in accordance with the Rules and Regulations and that no utility conflict exists.

Part VIII. FINANCIAL REQUIREMENT FOR SUBDIVISION PLANS

A. THE PENNSYLVANIA MUNICIPALITIES CODE

The Developer/Applicant shall furnish financial security in accordance with the procedures set forth in Act 247 (the Pennsylvania Municipalities Code P.L. 805, July 31, 1968) as reenacted and amended by Act 170 (P.L. 1329, December 21, 1988).

B. POSTING OF FINANCIAL SECURITY

In accordance with the approved Construction Plans and the Rules and Regulations, the Developer/Applicant shall post financial security to insure the completion of any Sanitary Sewer lines and related apparatus and facilities required to be installed by or on behalf of a Developer/Applicant pursuant to approved land development or Subdivision Plans.

C. AMOUNT OF FINANCIAL SECURITY

The amount of financial security shall be equal to One Hundred Ten (110%) Percent of the cost of the required improvements for which financial security is to be posted.

D. IRREVOCABLE LETTERS OF CREDIT

1. Bonding Company/Lending Institution

If financial security is required by the Authority and without limitation as to other types of financial security which the Authority may approve, Irrevocable Letters of Credit from a Federal or Commonwealth chartered lending institution shall be posted with a bonding company or Federal or Commonwealth chartered lending institution chosen by the party posting the financial security.

- a. The bonding company or lending institution shall be authorized to conduct such business within the Commonwealth.
- b. The Authority shall not unreasonably withhold approval of such financial security.

E. GUARANTEE OF PROJECT COMPLETION

The financial security shall provide for, and secure to the Authority, the completion of any improvements which may be required within One (1) year from the date of the posting of security.

F. ESTIMATE OF COMPLETION

1. The amount of financial security required shall be based upon an estimate of the cost of completion of the required improvements.

2. The amount of financial security shall be submitted by a Developer/Applicant.
3. The amount of financial security shall be prepared by a professional engineer licensed in the Commonwealth of Pennsylvania. Said engineer shall certify that the amount of financial security is a fair and reasonable estimate of such cost.

G. REFUSAL OF ESTIMATE

Upon the recommendation of the Authority Engineer, the Authority may refuse to accept such estimate for good cause shown.

H. RECALCULATION OF ESTIMATE

If the Developer/Applicant and the Municipality are unable to agree upon an estimate, then the estimate shall be recalculated and recertified by another professional engineer licensed in the Commonwealth of Pennsylvania.

This engineer shall be chosen mutually by the Municipality and the Developer/Applicant.

The estimate certified by the third engineer shall be presumed fair and reasonable and shall be the final estimate.

In the event a third engineer is chosen, the fees for the services of the third engineer shall be paid equally by the Authority and the Developer/Applicant.

I. EXTENSION TO COMPLETE IMPROVEMENTS

If more than One (1) year is needed to complete the required improvements, the party posting the financial security may increase the financial security by one of the following options:

1. The amount of financial security may be increased by an anniversary date from the posting of financial security.
2. The amount of financial security may be increased to One Hundred Ten (110%) Percent of the cost of completing the required improvements re-established on or about the expiration of the preceding One (1) year period by using the above bonding procedure.

J. RELEASE OF FINANCIAL SECURITY

1. Request for Release

As the work proceeds for installing the required improvements, the party posting the financial security may request the Authority to release or authorize the release, from time to time, such portions of the financial security necessary for payment to the Contractor(s) performing the work.

2. Form of Request

Requests for the releasing of financial security shall be in writing addressed to the Authority.

3. Certification of Release by Engineer

The Authority shall have Forty-five (45) days from receipt of the request within which time to allow the Authority Engineer to certify in writing to the Authority that such portion of the work upon the improvements has been completed in accordance with the approved Sewer Plan.

4. Authorization of Release

Upon such certification, the Authority shall authorize the release of financial security by the bonding company or lending institution of an amount as estimated by the Authority Engineer representing fair value of the improvements completed.

5. Authority's Failure to Act Within 45 Days

If the Authority fails to act within the said Forty-five (45) day period, the Authority shall be deemed to have approved the release of funds as requested.

6. Final Release

Prior to the final release of funds, the Authority may require retention of Ten percent (10%) of the estimated cost of the aforesaid improvement at the time of completion and certification by its Engineer.

K. FINANCIAL SECURITY FOR STRUCTURAL INTEGRITY

1. Posting of Financial Security

After all of the improvements have been installed, inspected, and the improvements have met the Authority's satisfaction, the Authority shall require the posting of financial security to secure structural integrity of the installed system for a term not to exceed Eighteen (18) months from the date of acceptance of dedication.

2. Amount of Financial Security

- a. Said financial security shall be of the same type as set forth in this clause with regard to installation of improvements.
- b. The amount of financial security shall not exceed Fifteen (15%) Percent of the actual cost of installation of said improvements.
- c. The Authority may accept Fifteen (15%) Percent of the original estimate of cost if the Applicant requested this method.

Part IX. DEDICATION AND ACCEPTANCE OF FACILITIES

A. DEED OF DEDICATION

1. A public Sewer extension shall be offered to the Authority by a Deed of Dedication upon the completion of the following:

- a. Final Inspection;
- b. The public Sewer extension as specified by approved Plans;
- c. All liens and encumbrances to be free and clear.

2. The Deed of Dedication shall be offered to the Authority with any and all easements, rights-of-way, and land ownership deemed necessary and appropriate by the Authority.

B. MAINTENANCE AGREEMENT

The Sewer extension shall also be accompanied by a Maintenance Agreement and required financial security as provided under the financial requirements herein (Part VIII), for a period of eighteen (18) months from the time the Authority formally accepts dedication of such lines.

C. AS-BUILT DRAWINGS

The Authority must be furnished with “as-built” drawings consisting of One (1) set of reproducible mylar prints and Four (4) sets of prints. Any permits for the Sewer extensions shall be made in the name of the Authority.

D. EXPENSES

The Developer/Applicant shall be responsible for all expenses associated with the Sewer extension, including engineering, legal, construction inspection, costs of dedication and connection expenses of the Applicant, prior to the Applicant connecting to the Authority infrastructure.

E. IDENTIFICATION

All easements must be identified by metes and bounds on the final Subdivision and Land Development Plans and “as-built” drawings.

Part X. METERS

A. METER INSTALLATION

Meters or other measuring devices, which shall be required or permitted for use in the determination of the amount of water consumed, shall be:

1. Furnished and installed by the Owner of the Improved Property at his/her expense; and
2. Under the control of the Authority.

B. METER TESTING AND INSPECTION

Meters may be tested and inspected by the Authority whenever necessary.

C. METER REPAIR

1. Owner's Responsibility

The Owner of the Improved Property upon which such meter shall be installed shall be responsible for its maintenance and safekeeping. All meter repairs shall be made necessary by ordinary wear and tear or other causes.

2. Repair Notice

The Authority shall give notice to the Owner of the Improved Property if the Sewer meter installed is not in working order or is in disrepair.

3. Thirty-Day Notice

Owners are required to make needed repairs within Thirty (30) days of receipt of repair notice.

4. Non-Compliance

Should the Owner not comply within Thirty (30) days of receipt of repair notice, the Authority shall be empowered to enter onto the Improved Property to make the necessary repairs.

5. Costs for Repair

Bills for such repairs, if made by the Authority, shall be the responsibility of the Owner and shall be due and payable immediately upon completion of such repairs and shall be collected in the same manner as quarterly bills for Sewer rentals or charges.

Part XI. BILLING & COLLECTION OF RATES & CHARGES

A. BILLING PERIOD

(See Sewer Code, Chapter 67, Article I, Section 67-5)

Billing for Sewer User charges shall be rendered quarterly in accordance with the following schedule:

| <u>Month of Billing</u> | <u>Months of Service Covered by Billing</u> |
|-------------------------|---|
| January | October 15 to January 15 |
| April | January 15 to April 15 |
| July | April 15 to July 15 |
| October | July 15 to October 15 |

B. PAYMENT OF BILLS

Sewer bills shall be due and payable within Thirty (30) days of receipt of bill.

Payment made or mailed and postmarked, on or before the last day of such Thirty (30) calendar day period, shall constitute payment within such period. If the end of such Thirty (30) calendar day period shall fall on a Sunday or legal holiday, payment made, or mailed and postmarked, on the next succeeding weekday, which is not a legal holiday, shall constitute payment within such period.

It is the Owner's responsibility to inform the Authority of their current address. Owner's failure to receive quarterly Sewer bills due to an incorrect address shall not result in an extension of the payment period.

Failure of any Owner to receive a correct sewer bill by reason of the failure of such Owner to notify the Authority of the use or occupancy of an Improved Property or any portion thereof, shall not excuse failure to pay the amount which would be properly applicable. An extension of the payment period shall not be granted.

If sewer payment is not received after Thirty (30) days of receipt of bill, the payment shall be delinquent and a penalty of Ten (10%) Percent shall be added.

C. TERMINATION OF SERVICE

1. Failure To Pay

Upon the failure of a sewer user to pay in full any bill for Sewer use within Sixty (60) days, the same shall become delinquent and Sewer service may be terminated.

2. Right To Terminate

The Authority shall have the right to terminate Sewer service to the Improved Property for delinquent payment of sewer bill for such period or periods as the Authority may in its discretion determine.

3. Restoration of Service

Sewer service shall be restored upon payment of all delinquent bills and expenses which have incurred in termination and restoration of service.

D. LIEN FOR USER CHARGES

Non-payment of Sewer User charges imposed by the Authority shall be a lien on any of the Improved Properties served from the date the charge first became due and payable.

E. COLLECTION FOR NON-PAYMENT OF SEWER USER CHARGES

The Authority may collect for non-payment of Sewer User charges by either of the following methods:

- ◆ The Authority may file a lien and collect the same in the manner provided by law for the filing and collection of Municipal liens and claims.
- ◆ The Authority may proceed to collect such Sewer User charges by action in assumpsit in the name of the Authority against the Owner of the Improved Property or the Sewer User.

F. APPORTIONMENT

Whenever Sewer service to an Improved Property begins after the first day or terminates before the last day of any quarter, the Sewer charge for such quarter shall be prorated for that portion of the quarter during which the Improved Property received service.

However, in making such apportionment, a fraction of a month amounting to one-half (1/2) or more of a month shall be counted as a full month and a fraction of a month amounting to less than one-half (1/2) of a month shall be disregarded.

G. BILLING

Upon the completion of the inspection of the Improved Property, billing shall start Ninety (90) days thereafter.

Billing starts on date of notice of occupancy if connection takes place within the Ninety (90) day window.

H. CREDIT

Credit for no use of service shall be granted only if the water is physically shut off by Guilford Water Authority.

Part XII. PROHIBITED WASTES

(See Sewer Code Chapter 67, Article II, 67-13)

A. ENTRY OF SURFACE OR GROUNDWATER PROHIBITED

No person shall discharge or be permitted to discharge into the Sewer System, or any part thereof, any of the following:

- ◆ Storm water, either from street or gutter inlets or from roof or other rainwater connections;
- ◆ Surface water;
- ◆ Subsurface water, including, but not limited to sump pump discharge;
- ◆ Exhaust water;
- ◆ Exhaust steam;
- ◆ Unpolluted drainage.

No person shall construct or permit to be constructed any apparatus which is intended for or shall render possible the entry of such prohibited matter into the Sewer System or any part thereof.

B. DISCHARGE OF INDUSTRIAL WATER PROHIBITED

(See Sewer Code, Chapter 67, Article IV)

1. The Authority reserves the right to the following:
 - a. To refuse permission to connect to the Sewer System;
 - b. To compel discontinuance of use of the Sewer System;
 - c. To compel pretreatment of Wastewaters by any Nonresidential Establishment in order to prevent discharges deemed harmful, or to have a deleterious effect upon any portion of the Sewer System.
2. Wastewater Discharge

The following types of Wastewaters shall not be permitted to be discharged to the Sewer System:

- a. Having a temperature higher than 150°F;
- b. Containing more than 50 ppm by weight of fats, oils, and grease;
- c. Containing any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquids, solids, or gases;
- d. Containing any garbage that has not been ground by household-type or other suitable garbage grinders;
- e. Containing any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, or any other solids or viscous substances capable of causing obstructions or other interferences with proper operation of the Sewer System;
- f. Having a pH lower than 6.5 or higher than 9.0, or having any other corrosive property capable of causing damage or hazards to structures, equipment, or personnel of the Sewer System;
- g. Containing toxic or poisonous substances in sufficient quantity to injure or interfere with any Wastewater treatment process, or constitute hazards to humans or animals, or to create any hazard in waters which receive treated effluent from the Sewer Treatment Plan of the Borough of Chambersburg.

Toxic wastes shall include, but not by way of limitation, wastes containing arsenic, cyanide, chromium, cadmium, mercury, copper, and nickel ions;

- h. Containing noxious or malodorous gases or substances capable of creating a public nuisance;
- i. Containing solids of such character and quantity that special and unusual attention is required for their handling.

3. Wastewater Regulation

a. Pretreatment Facilities

Upon demand of the Authority, Wastewater Pretreatment Facilities shall be installed at the sole cost of the Owner to meet Authority requirements.

b. Regulatory Devices

Should a Nonresidential Establishment experience a variation in rates, the Authority reserves the right to require the Nonresidential Establishments to install suitable regulating devices for equalizing Wastewater flow to the Sewer System.

c. Manholes

When directed by the Authority, owners of Nonresidential Establishments, at their sole cost and expense, shall install and maintain a manhole and such other devices

approved by the Borough of Chambersburg to facilitate observation, measurement, and sampling of Wastewater discharged into the Sewer System.

d. Property Entry

The Authority or its duly authorized representatives shall, at all reasonable times, be permitted to enter upon any and all Improved Properties for the purpose of inspecting, observing, measuring, and sampling Wastewater discharged to the Sewer System.

e. Alterations

Any Nonresidential Establishment connected to the Sewer System which is planning to change operations so as to materially alter the characteristics and volumes of Wastewater discharged to the Sewer System shall notify the Authority in writing at least Ten (10) days before making such connections or change to its operations.

f. Permit to Discharge

Any owner of a Nonresidential Establishment desiring to discharge Wastewater containing Industrial Wastes to the Sewer System shall obtain a permit from the Authority to do so.

Application for a permit to discharge Wastewater containing Industrial Wastes shall be accompanied by all information requested by the Authority for the determination of Wastewater and Industrial Waste volumes, characteristics, and constituents.

The cost for obtaining such information shall be borne by the Nonresidential Establishment.

g. Compliance

The Authority may require a Sewer User to provide information needed to determine compliance with these Rules and Regulations or permits applicable to the Sewer System, including, but not limited to the following:

- (1) Wastewater rates of flow;
- (2) Chemical analyses;
- (3) Raw materials;
- (4) Processes and products affecting Wastewater and quantities and disposition of specific liquids and materials important to Sewer System use control.

Part XIII. ACCESS

(See Sewer Code, Chapter 67, Article IV, Section 67-46)

The Authority and/or Supervisors shall have the right of access, at all reasonable times, to any part of Improved Property served by the Sewer System.

The right of access to the Improved Property regarding the Sewer System is for the following purposes:

- ◆ Inspection of the Sewer System;
- ◆ Observation of the Sewer System;
- ◆ Measurement;
- ◆ Sampling;
- ◆ Testing;
- ◆ Performance and responsibilities of functions of the Sewer System;
- ◆ Sump Pump Inspections.

Part XIV. PUMPING STATIONS

A. FINAL APPROVAL OF PUMPING STATION/TREATMENT FACILITY

Should the proposed Sewer project contain either a pumping station or a treatment facility, the Authority shall have final approval, subject to Department approval and Rules and Regulations.

Approval and compliance with regard to all aspects of the pumping station or treatment facility, includes but is not limited to the following:

1. Location;
2. Size;
3. Capacity;
4. Type;
5. Nature of Power Supply (3-phase mandated);
6. Specifications;
7. Method;
8. Cost of Operation.

B. RENTAL CHARGES

1. Pumping Stations with Emergency Generators
 - a. Except as hereinafter noted, any newly proposed pumping stations with emergency generators to be dedicated to the Authority for acceptance, must have Forty-five (45) Equivalent Domestic Units (EDUs) connected to the pumping station in order to be accepted by the Authority.
 - b. In the event Forty-five (45) EDUs or less are connected to any such pumping station, in order to be accepted by the Authority, the total monthly rental charges shall cover the costs associated with maintaining, repairing, operating, replacing, and insuring said pumping station.
2. New Development
 - a. Upon approval of a new development the Owner, Builder and/or Developer/Applicant shall reimburse the Authority for any and all costs associated with the particular pumping station until there are a sufficient number of occupied dwelling units within said development.

- b. A sufficient number of occupied dwelling units is determined when the total monthly rental charges payable by the Owners of said dwellings connected to any pumping stations are sufficient to cover the costs associated with the particular pumping station servicing said group of Owners.
- c. Such costs are not covered by the monthly rental charges payable by the Owner connected to said pumping station.

Part XV. GRINDER PUMPS

A. DESIGN OF GRINDER PUMP

Should the proposed project consist of a pressurized system, at the time of submitting the Plans, (**See Part VII**) the Developer/Applicant shall have the choice whether to design the system utilizing either all Environmental One Grinder Pumps or any other grinder pumps the Authority wishes to approve.

B. USE OF GRINDER PUMPS

Upon approval from the Authority, all lots in the subdivision must utilize the grinder pump unit that was approved when the Plans were submitted.

There shall be no intermixing of grinder pumps.

C. EXTENSION/CONSTRUCTION OF SEWER LINE

1. Sewer Connection

When a Developer/Applicant extends or constructs a new line to service private property or development, it shall be at the discretion of the Township Supervisors whether Owners of existing homes shall be compelled to connect to the Sewer System.

2. Grinder Pump

The cost of the grinder pump shall solely be at the Owner's expense and responsibility.

The Authority shall not furnish grinder pumps or any other apparatus to any Owner regardless whether the Sewer connection is voluntary or mandated.

Part XVI. INSPECTION

(See Sewer Code, Chapter 67, Article II, Section 67-25)

A. COST

1. Permit and Inspection Fee

The cost of any State, Municipal or other permits and inspection fees shall be borne by the Owner, Builder, and/or Develop/Applicant.

2. Construction Rules and Regulations

Applicable Federal, State, and Municipal Rules and Regulations regarding construction within public streets and roads shall be strictly adhered to.

B. COMMENCEMENT OF CONSTRUCTION

Construction of the Sewer facility may begin at the expense of the Developer/Applicant upon the completion of the following:

1. Receipt of the necessary permits and approvals;
2. Recording of necessary easements, and/or rights-of-way, in favor of the Authority;
3. Filing of the appropriate lien releases;
4. Seventy-two (72) hours' notice.

C. HOURLY RATE OF INSPECTION

1. Authority Representative

If possible, an Authority representative shall be present to inspect the construction at an established hourly rate, which shall be evaluated on an annual basis.

The Developer/Applicant shall be responsible to contact the Authority to obtain the hourly rate.

2. Authority Engineer

In the event an Authority Representative is unavailable, the Authority Engineer shall be present to inspect the construction.

The Developer/Applicant shall be billed at the Authority Engineer's hourly rate.

D. ESCROW

1. Posting of Escrow

Prior to recording the plan, the Owner and/or Developer/Applicant must post escrow with the Authority in the amount of Four (4%) Percent of the bonded amount of improvements.

2. Construction Inspection Services

Said escrow is to cover construction inspection services as may be required for the project.

E. AUTHORITY APPROVAL

1. Uniform Construction Code

Building Sewers shall be inspected by the Township's Building Code Officer per building code requirements found in the Pennsylvania Uniform Construction Code.

2. Rules and Regulations

a. The Sewer Lateral shall be inspected by an Authority representative based on these Rules and Regulations.

b. No Sewer connections shall be made until Sewer lines have been tested and approved by Authority.

Part XVII. CAPITAL FEES

A. TAPPING FEE/COLLECTION PART

1. Tapping Fee (Collection Part) Required

A tapping fee (collection part) shall be required for the facility serviced pursuant to policy of the Authority as follows:

- a. If an Owner, Builder and/or Develop/Applicant, AT HIS ENTIRE EXPENSE, constructs a sewage collection line or system, including service laterals, to service buildings, lots or parcels of land to be developed;
- b. Whether or not such lines or systems are dedicated to the Authority

2. Tapping Fee Not Required

A tapping fee shall not be required if the Sewer service is extended directly into another municipality's system.

B. TAPPING FEE (CAPACITY PART)

1. Tapping Fee Charge to Owners

It is the position and policy of the Authority to charge all Owners, Builders and/or Developers/Applicants a capacity component of the Tapping Fee, upon connection of a building, lot, or other facility to the Authority's system.

2. Cost Inclusions

The Tapping Fee (Capacity Part) is for the cost of capacity related facilities, pursuant to most current Act 57 Calculations, including, but not limited to the following:

- a. Treatment;
- b. Pumping Stations;
- c. Interceptor Mains;
- d. Meter Chambers;
- e. Sludge Disposal.

C. EQUIVALENT DOMESTIC UNIT (EDU)

For purposes of administration, the Tapping Fee, Capacity Part, shall be made for each Equivalent Domestic Unit (EDU) or part thereof, proposed for connection to the Authority's system. For purposes of definition, an EDU shall be as follows:

1. Residential Connection

- a. Each single family residence (1 EDU);
- b. Each apartment (1 EDU);
- c. Each condominium (1 EDU);
- d. Each townhouse (1 EDU);
- e. Each living unit contained within or under a common roof of an individual or separate building (1 EDU).

(See User Occupancy Definition)

2. Commercial, Industrial, or Institutional Connection

- a. The initial determination of the number of EDUs shall be based upon information provided by the Applicant.
- b. The Applicant shall be reasonably accurate with the information given.
- c. Should the information be in error by more than ten percent (10%), the Authority shall have the right to make suitable upward adjustments in all applicable fees.
- d. No refunds shall be available for any decrease in estimated EDU consumption of sewerage capacity.
- e. The Authority's present method of computing EDUs is based upon 221 gallons per day of flow with an average strength of 200 milligrams per liter of BOD and 200 milligrams per liter of suspended solids for each unit.
- f. The daily EDU rate for non-residential uses shall be calculated as follows:

$$\frac{\text{Daily Flow (gallons per day)}}{221 \text{ gallons/EDU}} = \text{Number of EDUs per day}$$

Example: Daily flow rate of 325 gallons per day

$$\frac{325 \text{gpd}}{221 \text{ gal./EDU}} = 1.47 \text{ EDUs}$$

3. Changes in Use

If an Applicant shall change the intensity of use of the Authority's system by direct, or indirect action such as sale of, change in use, or expansion of use of the connected property to the Authority's system:

- a. The Authority shall have the right to adjust the computation of the number of EDUs connected to the system.
 - b. The Authority shall charge additional capital fees in accordance with the method of computation in effect at the time of the change in intensity of use.
 - c. No rebates of previously paid fees shall be made to the Authority.
4. Existing Capital Fees Consolidated Amended Resolution

The Capital Fees Consolidated Amended Resolution (as amended) adopted by the Authority is hereby incorporated and made a part of these Rules and Regulations.

D. FEE FORFEITURE AND REAPPLICATION

Upon payment of tapping fee(s), a potential customer must utilize said tap or finalize the connection to the sewer within a period of three (3) calendar years from the date of payment of the tapping fee. A customer failing to utilize said tap or finalize connection within Three (3) calendar years from the date of payment shall forfeit the customer's right to make a tap or connection without a repayment of the tapping fee at the rate then in effect for tapping fees.

Should a customer become delinquent in his monthly payments for a period in excess of 3 years, that customer or any subsequent customer for that property must make a new application for utilization for sewer services for that property, with cost to be determined by the Board of Directors for the Green Township Municipal Authority, but which shall not exceed the cost of the present tap fee.

Part XVIII. MAINTENANCE

A. OWNER'S RESPONSIBILITY

(Sewer Code, Chapter 67, Article II, Section 67-26)

1. Building Sewer

The Owner of an Improved Property shall be responsible for the operation and maintenance of their Building Sewer.

2. Grinder Pump

In the case of a low pressure system, the Owner of the Improved Property shall also be responsible for the operation, maintenance, and repair of the grinder pump and its appurtenances, within the limits of the Building Sewers.

3. Non-functioning Sewer

a. The Owner shall perform either of the following should the Building Sewer or any portion of the service piping between the structure(s) being serviced and the lateral or system of the Authority become partially or completely non-functional:

- (1) Remedial measures necessary to restore the Building Sewer;
- (2) Restore the service piping and/or Building Sewer.

b. The Owner shall perform the above-referenced remedial and restoration actions in compliance with the Township's building code in the restoration of the Building Sewer.

c. A non-functioning Building Sewer would include any of the following:

- (1) Blockages;
- (2) Leakages;
- (3) Failure of Pipe Material;
- (4) Non-compliance with the Township building code.

4. Corrective Action

a. The Authority shall notify the Owner in writing of corrective action(s) needed for the operation and maintenance of the Building Sewer.

b. The Owner shall comply with the notice for corrective action of the Improved Property within Sixty (60) days.

5. Non-compliance

Should the Owner of an Improved Property not comply with the notice for corrective action within Sixty (60) days, the Authority may do any of the following:

- a. Enter upon the Owner's Improved Property to perform the corrective measures;
- b. Hire private contractors to perform the corrective measures; or
- c. Collect from the Owner all costs and expenses involved in the corrective action by means of a Municipal claim or an action at law or such other legal proceedings as may be permitted by law.

6. Cost of Corrective Action

The costs and expenses for this corrective action shall include, but not be limited to the following:

- a. Inspection Fees;
- b. Engineering Fees;
- c. Attorney Fees;
- d. Overhead of the Authority;
- e. All other costs and expenses associated with the corrective work.

B. AUTHORITY'S RESPONSIBILITIES

The Authority shall be responsible for the operation, maintenance, and repair of the Authority Lateral and the Authority Sewer.

C. CHANGES TO BUILDING SEWER AND LATERAL

Should the Owner of an Improved Property desire to change the alignment grade and/or extent of service of an existing Building Sewer or Lateral, the following is required:

1. The Owner shall obtain a permit from the Township;
2. The Township must grant approval of the proposed changes;
3. The Owner shall pay the inspection fee for approval of the proposed changes;
4. The Owner shall pay the current inspection fee established by the Township;
5. The proposed changes shall be in compliance with the Rules and Regulations in effect at the time of the proposed change.

D. COVERING/UNCOVERING BUILDING SEWER AND LATERAL

Should the Owner of an Improved Property desire or be required to cover/uncover a Building Sewer or Lateral the following is required:

1. The Owner shall obtain a permit from the Township;
2. As appropriate, the Authority or the Township must grant approval of the covering/uncovering of the Building Sewer;
3. The Owner shall pay the inspection fee for approval of the covering/uncovering of the Building Sewer or Lateral.

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