RATES, RULES AND REGULATIONS OF THE EAST COCALICO TOWNSHIP AUTHORITY SANITARY SEWER SYSTEM

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Phone: (717) 336-1731
Email: water@ecocalicotwpauth.com
www.eastcocalicotownshipauthority.com

East Cocalico Township Authority
102 Hill Road, Denver, PA 17517
Lancaster County

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SANITARY SEWER SYSTEM RATES, RULES AND REGULATIONS

EAST COCALICO TOWNSHIP AUTHORITY
LANCASTER COUNTY, PENNSYLVANIA

The following amended and reenacted Rates, Rules and Regulations shall be and are hereby declared to be the Rates, Rules and Regulations of the East Cocalico Township Authority for the Sanitary Sewer System effective by Resolution duly revised and adopted the 13th day of May, 1999, by the Board of said Authority.

The Rates, Rules and Regulations are a part of the Contract with every consumer who utilizes the Sanitary Sewer facilities; and every consumer, by utilizing the facilities, agrees to be bound thereby.

No officer, agent for or employee of the Authority or the Township can vary these Rates, Rules and Regulations without action of the Authority nor can bind it by any agreement, representation or act.

This Authority reserves the right to adopt, from time to time, rates and additional rules and regulations as it shall deem necessary and proper in connection with the use and operation of the Sanitary Sewer System.

NOTICE - Any Owners within the Colonel George Howard Boulevard area are specifically directed to provisions contained in the Colonel George Howard Boulevard Area Grinder Pump Management Plan which has been incorporated herein, as well as other specific provisions contained in these Rates, Rules and Regulations that apply solely to provision of sanitary sewer services within the Colonel George Howard Boulevard area. These requirements are in addition to all other requirements contained herein. To the extent any provisions in these Rates, Rules and Regulations conflict with those in the Plan, those in the Plan control.

SECTION I – DEFINITIONS

All definitions contained in any and all ordinances of the Township of East Cocalico and the Law are hereby incorporated by reference. Any terms not defined in the ordinances of the Township of East Cocalico or the Law or in these Rates, Rules and Regulations are given their common and ordinary meaning.

Whenever there is a conflict between any definitions found in a Township Ordinance, Law and these Rates, Rules and Regulations, the definition containing the strictest requirements, construed in favor of the Authority, shall apply. Unless the context specifically and clearly indicates otherwise, the meaning of terms and phrases used in these Rates, Rules and Regulations shall be as follows:

A. **"Act"** shall mean the Municipality Authorities Act as set forth in Chapter 56 of Title 53 of the Pennsylvania Consolidated Statutes Annotated (53 Pa. C.S.A. §5601 et seq.).

B. **"Allocation of Capacity"** shall mean the Authority's preliminary written approval of sanitary sewer capacity.

C. **"Authority"** shall mean The East Cocalico Township Authority, Lancaster County, Pennsylvania, a municipal authority of the Commonwealth; as well as the duly qualified and acting members of the Board thereof, or its authorized deputy, agent, delegate or representative, a body politic and corporate, created pursuant to the Act.

D. **"Commercial Establishment"** shall mean any structure or any portion thereof intended to be used wholly or in part for the purpose of carrying on a trade, business or profession or for social, amusement, religious, educational, charitable or public uses, and which contains plumbing for kitchen, toilet, water fountain or washing facilities. Commercial Establishment shall also include campgrounds.

E. **"Commonwealth"** shall mean the Commonwealth of Pennsylvania.

F. **"DEP"** shall mean the Department of Environmental Protection of the Commonwealth or any successor thereto.

G. **"EDU"** shall mean Equivalent Dwelling Unit. For the purpose of capacity calculation, an EDU shall be calculated by the Authority's Engineer according to current established methods, as outlined in the Act. For the purpose of performing system wide planning, the Authority reserves the right to utilize a higher EDU value based upon sound engineering practices. For tapping fee per EDU, see Appendix A-S.

H. **"Flat Rate Sewer"** shall mean any Improved Property connected to the Sanitary Sewer System but not served by the Authority's Water System. These Sanitary Sewer Consumers shall be billed a flat rate sewer charge per EDU as specified in Appendix A-S.

I. **"GPD"** shall mean Gallons Per Day. Two hundred fifty-three (253) GPD equals one (1) EDU.

J. **"Improved Property"** shall mean any property upon which there is erected a structure intended for continuous or periodic habitation, occupancy or use by human beings or animals and from which structure Sanitary Wastewater and/or Industrial Wastewater shall be or may be discharged.

K. **"Industrial Establishment"** shall mean any Improved Property intended for use wholly or in part, for the manufacturing, fabricating, processing, cleaning, laundering or assembling of any product, commodity or article.

L. **"Industrial Waste/Wastewater"** shall mean solid, liquid or gaseous substances, water borne waste or form of energy discharged or escaping in the course of any industrial, manufacturing, trade, or business or in the course of development, recovering, or processing of natural resources, but not sanitary wastewater and as further defined by the POTW Treatment Plant.

M. **"Lateral"** shall mean that part of the Sanitary Sewer System extending from a sanitary sewer main to the edge of the public right-of-way, or if no such lateral shall be provided, the lateral shall mean that portion of or place in a Sanitary Sewer System which is provided for connection of the dwelling or building's service line. The lateral is owned and maintained by the Authority.

N. **"Law"** shall mean and specifically refer to the Act and any and all other laws, statutes, court decisions, and regulations governing these Rates, Rules and Regulations. However, in any instance where these Rates, Rules and Regulations refer to the Act, only that specific law governs those terms.

O. **"mg/L"** means milligrams per liter.

P. **"Mobile Home Court or Apartment Complex"** Apartment Complex shall mean a building or buildings consisting of several one (1)-family living units. Mobile Home Court shall mean large tracts of land used for the prime purpose of parking mobile homes or travel trailers for permanent living purposes.

Q. **"New User"** shall mean a new connection generating a new wastewater flow and/or an existing Consumer and point of connection that is one (1) or more of the following:

1. Applying for an increase in building size or sanitary sewer usage by way of land development approval or planning module approval; zoning or building permit; or an existing Consumer at an existing point of connection or new point of connection who is or is not expanding or modifying their building but who is expanding, changing or intensifying the use of their property in such a way as to add Residential Establishments or Non-Residential Establishments or Commercial or Industrial

Establishments or portions thereof or change or intensify the use of the property served by the Sanitary Sewer system; or an existing Consumer at an existing point of connection who is generating a Substantial Increase in Flow (see Subsection FF. hereof).

2. Examples of an expansion, change or intensification of the use of an Improved Property shall include, but shall not be limited to, granny housing or installation of an additional dwelling unit or units in an existing dwelling, or the commencement of a home occupation which requires use of the Sanitary Sewer System, such as a beauty salon or a barber shop; the conversion of a warehouse to a restaurant or manufacturing facility or the adding of a second or third work shift to an industrial processing operation.

   For all of the above, a Capacity Review and Request Application is required.

R. **"Non-Residential Establishment"** shall mean any room, group of rooms, building, institutional dormitories, or other enclosure connected, directly or indirectly, to the Sanitary Sewer System, (including both Industrial and Commercial Establishments) which do not or does not constitute a Residential Establishment. Non-Residential Establishment shall also include campgrounds.

S. **"Owner"** shall mean any Person vested with ownership, legal or equitable, sole or partial, of any Improved Property. The singular shall include the plural, where indicated by the context.

T. **"Peak Quarterly Flow"** shall mean the highest volume of sanitary sewer flow that occurs during a year as determined through actual or projected usage. In most instances, and at a minimum, the Peak Quarterly Flow will be the highest total volume of sanitary sewer flow in any consecutive three (3)-month period divided by the number of days in that period. In lieu of Peak Quarterly Flow, the Authority reserves the right, on a case-by-case basis, to establish the peak flow on a monthly, weekly, or other basis based on its review of actual or projected estimated sanitary sewer flows.

U. **"Person"** shall mean and include any natural persons. This term is further defined to include any individual, partnership, co-partnership, firm, company, corporation, association, Joint Stock Company, trust, estate, governmental entity, or any other legal entity or their legal representatives, agents, or assigns. The masculine gender shall include the feminine and/or neuter; and the singular shall include the plural, where indicated by the context.

V. **"Plumbing Inspector"** shall mean the Person appointed by the Authority to enforce the terms of these Rules and Regulations.

W. **"POTW Treatment Plant"** shall mean that portion of the POTW (Publicly Owned Treatment Works) designed to provide treatment to wastewater.

X. **"ppm"** shall mean parts per million by weight.

Y. **"Residential Establishment"** shall mean any room, group of rooms, apartment, house trailer, granny housing, building or other enclosure connected, directly or indirectly, to the Sanitary Sewer System and occupied or intended for occupancy as separate living quarters by a family or any other group of Persons living together or by a Person living alone, excluding institutional dormitories.

Z. **"Sanitary Sewer Consumer or Consumer"** as used hereinafter shall mean an owner of Improved Property who applies for service and enters into an agreement therefore for sanitary sewer service to his property, or as defined by Law.

AA. **"Sanitary Sewer Main"** shall mean that part of the Sanitary Sewer System that is the principal pipe or line used for collection and conveyance of sanitary sewage and/or industrial waste. The sanitary sewer main is owned and operated by the Authority.

BB. **"Sanitary Sewer Rental"** shall mean that quarterly or monthly charge for direct or indirect connection with the Sanitary Sewer System of the Authority.

CC. **"Sanitary Sewer System"** shall mean all facilities, as of any particular time, for collecting, pumping, transporting, treating or disposing of Sanitary Wastewater and/or Industrial Wastewater, and owned by or used by or to which Sanitary Wastewater and/or Industrial Wastewater is transported, etc. by the Authority.

DD. **"Sanitary Wastewater"** shall mean all normal water carried household and toilet wastes from kitchens, water closets, lavatories, laundries and bathrooms, especially, but not limited to, wastes typical to households, from sanitary conveniences wherever located or existing.

EE. **"Service Line"** shall mean that part of the Sanitary Sewer System extending from the edge of the public right-of-way to the proposed dwelling or building to be served. The service line is owned and maintained by the Property Owner.

FF. **"Substantial Increase in Flow"** shall mean a change in wastewater flow generated by an individual Non-Residential Consumer requiring more than five hundred and six (506) additional gallons per day. For the purposes of this definition, this flow will be measured by way of water and/or sanitary sewer meter readings for the annual Capacity Reassessment. To qualify as a Substantial Increase in Flow, the flow increase must be compared to either:

1. Capacity previously approved and purchased by way of payment of applicable tapping fees; or

2. For those Non-Residential Consumers that do not have specific records to verify payment of tapping fees, the Authority shall use the base capacity established on the annual Capacity Reassessment.

GG. **"Township"** shall mean the Township of East Cocalico, Lancaster County, Pennsylvania, a municipal subdivision (a Second Class Township) of the Commonwealth acting by and through its Board of Supervisors or, in appropriate cases, by and through its authorized representatives. As to Sanitary Sewer service extended into other municipalities pursuant to Agreement with such municipalities, such municipalities shall be considered a part of the definition of Township, where such Sanitary Sewer service is provided.

HH. **"Water Supplier"** shall mean the East Cocalico Township Authority or any municipal supplier of potable water for use by Authority's sanitary sewer consumers.

SECTION II – REQUIRED CONNECTIONS TO SANITARY SEWER SYSTEM

A. Each and every Owner of Improved Property adjoining or adjacent to or whose principal building is within one hundred fifty (150) feet of the Sanitary Sewer System or any part or extension of the system now and hereafter shall, upon written notice from Township that sanitary sewer service is available and that connection is ordered, connect said Improved Property with Sanitary Sewer System in accordance with the Rules and Regulations of the Township and the Authority, no later than sixty (60) days after the date of such notice and shall thereafter use Sanitary Sewer System.

B. Any Property Owner failing to connect as ordered shall be subject to penalties and action pursuant to applicable municipal ordinances.

SECTION III – SERVICE LINES

A. No Person shall uncover, shall connect with, shall make any opening into or shall use, shall alter or shall disturb, in any manner, any sanitary sewer main or any part of the Sanitary Sewer System without first obtaining a connection permit, in writing, from this Authority.

B. Application for a connection permit required under Paragraph A. of this Section shall be made by the Owner of the Improved Property served or to be served or by his duly authorized agent.

C. No Person shall make or cause to be made a connection of any Improved Property to the Sanitary Sewer System 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 the Sanitary Sewer System.

2. Such Person shall have made application for and shall have obtained a connection permit from the Authority as required by Paragraph A. of this Section.

3. Such Person shall have given the Authority at least forty-eight (48) hours' notice of the time when such connection will be made, so that the Authority may supervise and inspect or may cause to be supervised and inspected the work of connection and necessary testing.

4. Such Person shall have furnished satisfactory evidence to the Authority that any tapping fees, lateral or service line reimbursements, or any other fees charged and imposed by the Authority against the Owner of each Improved Property who connects such Improved Property to the Sanitary Sewer System have been paid.

5. Such Person shall have executed the Contract with the Authority providing for delivery of Sanitary Sewer Service.

6. Such Person shall have fulfilled all of the applicable requirements of these Rates, Rules and Regulations, including specifically those requirements set forth in Appendix B-SE and Appendix B-SA of these Rates, Rules and Regulations, and has executed an Industrial Waste Discharge Agreement with this Authority, if applicable.

D. Each Improved Property shall be connected separately and independently through one (1) Lateral with the Sanitary Sewer System connecting through the dwelling or building's Service Line.

E. Each Owner constructing a Lateral and/or a Service Line shall indemnify and save harmless the Township and the Authority from all loss or damage that may be occasioned, directly or indirectly, as a result of construction of a Lateral or Service Line, or the connection of a Lateral or Service Line.

F. A Service Line shall be connected to the Lateral or System at the place designated by Authority.

The invert of a Service Line at the point of a gravity connection shall be at the same or a higher elevation than the invert of the sanitary sewer main. Where any building drainage system is too low to permit gravity flow from such building**,** drainage system shall be lifted by an approved means and discharged through the Service Line.

G. Connection permits required under Paragraph A. of this Section shall expire one (1) year from the date of issuance, if connection has not been made with the Authority's Sanitary Sewer System. However, the permit may be extended every six (6) months for a period not to exceed an additional one (1) year upon written application received by the Authority thirty (30) days in advance of the expiration which sets forth good cause for approval of such extension by the Authority. Upon expiration of the connection permit, Owner will have sixty (60) days to submit a written request to the Authority for refund of the tapping fee, without interest.

SECTION IV – RULES AND REGULATIONS GOVERNING SERVICE LINE CONNECTIONS AND DISCONNECTIONS

A. Where any property, at the time connection to the Sanitary Sewer System is required, shall be served by its own Sanitary Wastewater and/or Industrial Wastewater disposal system or device, all existing sanitary sewer lines shall be broken on the structure side of such Sanitary Wastewater and/or Industrial Wastewater disposal system or device and attachment shall be made, with proper fittings, to continue such sanitary sewer line, as a Service Line, and a right of inspection by Authority of said property at the discretion of Authority is granted by Owner as a condition of the connection (see also Section V.E.)

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 the Sanitary Sewer System.

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

D. Every excavation for a Service Line shall be guarded adequately with barricades and lights to protect all Persons from damage and injury. Any streets, 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.

E. If any Person shall fail or refuse, upon receipt of a notice of this Authority and/or the Township, in writing, to remedy any unsatisfactory condition with respect to a Service Line under construction, within sixty (60) days of receipt of such notice, this Authority may refuse to permit such Person to discharge Sanitary Wastewater and/or Industrial Wastewater into the Sanitary Sewer System until such unsatisfactory condition shall have been remedied to the satisfaction of this Authority and the Township.

F. 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.

G. On existing Improved Properties as distinguished from future properties to be improved, the Service Line shall be vented, trapped and a cleanout placed on the line beyond the building.

H. Upon completion of each Service Line installation, the Plumbing Inspector or his representative is to be notified and an appointment made for inspection. All pipes and pipe joints must be visible and accessible to the Plumbing Inspector or his representative.

I. No Service Line shall be turned off at any valve, or disconnected, and no meter shall be removed or disconnected without first securing permission from the Authority.

1. The Service Line must be physically disconnected from the Authority's Sanitary Sewer System and capped at the edge of the right-of-way (i.e., the original connection point) as specified by the Authority.

2. The disconnection shall be completed before commencement of any demolition work; or any other changes are made to the Improved Property; or within thirty (30) days of determination that sanitary sewer service is no longer necessary, whichever shall occur earliest.

3. No disconnection shall be covered until it has been inspected and approved by the Authority or its duly authorized representative. If the disconnection is covered before so being inspected and approved, it shall be uncovered at the cost and expense of the Owner of the Improved Property to be disconnected.

4. If any Person shall fail or refuse, upon receipt of notice from the Authority and/or Township, in writing, to remedy any unsatisfactory condition with respect to a disconnection from the Authority's Sanitary Sewer System, within five (5) days of receipt of such notice, the Authority will come upon the Sanitary Sewer Consumer's property, make the necessary corrections, and bill the Sanitary Sewer Consumer for all costs including, but not limited to, administrative costs (e.g., attorney fees). In any event, all costs incurred by the Authority, including additional sanitary sewer charges, will be billed to the Sanitary Sewer Consumer.

SECTION V – TAPPING FEES; LATERAL AND SERVICE LINE REIMBURSEMENTS

A. No Person shall connect any Improved Property with any part of the Sanitary Sewer System without first making application for and securing a connection permit, in writing, from the Authority. Such application shall be made on a form to be provided by the Authority.

B. Upon change of ownership of any Improved Property, the new Owner must, at time of settlement for the Improved Property, execute a Customer Contract for service which must be filed and all fees paid to the Authority as specified in Appendix A-S. Authority may discontinue service pursuant to Section XIII herein until such new Customer Contract for service has been filed and all fees paid as aforementioned. Reconnection after discontinuance of service is as provided in Section XIII.

C. Tapping Fees

A tapping fee as set forth herein is imposed upon and shall be collected by the Authority from the Owner of each Improved Property which physically shall connect such Improved Property to the Sanitary Sewer System, for the use of the Sanitary Sewer System, whether such use shall be direct or indirect or who or which shall expand, change or intensify the use of an Improved Property previously connected to the Sanitary Sewer System for the use of the Sanitary Sewer System, whether such use or the expansion, change or intensification of such use shall be direct or indirect, including but not limited to New Users and those experiencing a Substantial Increase in Flow as defined in these Rates, Rules and Regulations. Tapping fees are based on the information contained in the Capacity Review and Request Application and the annual Capacity Reassessment. Such tapping fee is charged for connection of each Residential Establishment and each Non-Residential Establishment as follows:

1. The amount of the tapping fee for connection of each Residential Establishment shall be as set forth in Appendix A-S. In case of a combination of one (1) or more Residential Establishments with a similar unit or units and each thereto having the use of the Sanitary Sewer System through one (1) sanitary sewer connection, then each such Residential Establishment shall be charged the tapping fee (and all rates) herein provided as though each thereof were in a separate

structure and as though each thereof had a direct and separate connection to the Sanitary Sewer System.

2. The amount of the tapping fee for connection of each Non-Residential Improved Property which is charged for sanitary sewer service on a metered basis shall be determined on a gallons per day (GPD) basis as set forth in Appendix A-S. The number of GPD shall be based on Peak Quarterly Flow as set forth in the Capacity Review and Request Application. If the Authority disagrees with the Owner's estimate, the usage shall be estimated by the Authority or the Authority's consulting engineer using standard engineering data and procedures. The total tapping fees owed shall be the number of GPD times the tapping fee as specified in Appendix A-S. The minimum tapping fee shall be based upon the number of GPD equivalent to one (1) EDU.

3. Each year, Non-Residential Consumer's water and/or sanitary sewer meter readings will be reviewed by the Authority for evidence of a Substantial Increase in Flow. Upon evidence of a Substantial Increase in Flow, the Authority shall thereafter immediately adjust the tapping fee previously collected and send written notice thereof to the Non-Residential Consumer. Additional tapping fees based on a Substantial Increase in Flow are the responsibility of the Consumer who shall purchase additional capacity in GPD as soon as the Consumer becomes aware or is notified of need for additional capacity.

4. If an applicant for capacity in the Sanitary Sewer System or an Owner of Improved Property which will expand its use of the Sanitary Sewer System has submitted or shall submit a planning module for land development to DEP or a local agency which has been delegated to approve such planning documents in accordance with Act 149 of 1994 and which sets forth the capacity in the Sanitary Sewer System required by the applicant or the Owner of the Improved Property; the amount of the tapping fee shall be based upon the number of EDUs or GPD attributable to the use or expansion of the use set forth in the planning module for land development based on Peak Quarterly Flow as set forth in the Capacity Review and Request Application. The tapping fee shall not be reduced, regardless of actual consumption, unless or until a revision to the planning module for land development is filed with, and approved by, DEP or the delegated local agency reducing the projected capacity required.

5. New Users shall pay tapping fees calculated in the manner set forth in these Rates, Rules and Regulations upon the expanded, changed or intensified portion of such use of the Sanitary Sewer System by the Improved Property on the basis of the Capacity Review and Request Application.

    a. New Users are subject to periodic monitoring to confirm compliance.

    b. Any New User whose usage exceeds the Peak Quarterly Flow estimate as set forth in the Capacity Review and Request Application by five (5) EDUs or more shall be subject to a penalty surcharge as stated in Appendix A-S on all EDUs in excess of those set forth in the Peak Quarterly Flow estimate on the Capacity Review and Request Application. This surcharge is in addition to any and all penalties and actions that may be taken under these Rates, Rules and Regulations and the Act, including referring such matter for prosecution as a summary offense.

6. Additionally, an increase in yearly wastewater flows generated by an Improved Property of more than five hundred and six (506) gallons per day on the basis of actual use as determined by the annual Capacity Reassessment shall be considered an expansion of the use of the Sanitary Sewer System regardless of whether the Improved Property has been enlarged or any new use has been instituted. For any Consumer who has failed to pay for tapping fees for such increased

flows, the Authority may compare current sanitary sewer flows with flows previously approved by means of payment of tapping fees or the approval of a planning module for land development or as set forth in the Capacity Review and Request Application or with the actual use in the last annual Capacity Reassessment based on actual meter readings for the last calendar year to determine whether there has been a change in sanitary sewer flows exceeding five hundred and six (506) gallons per day regardless of whether the Improved Property has been expanded or any new use has been instituted. Tapping fees for increased use are the responsibility of the Consumer who shall purchase additional capacity as soon as the Consumer becomes aware or is notified of the need for additional capacity.

7. In the case of tapping fees paid for immediate connection to and use of the Sanitary Sewer System, unless a request for rebate for any unused capacity is received by the Authority within sixty (60) days after the date of the expiration of the connection permit, no refunds shall be paid.

   The Owner of a Property subject to such change in use may also be required to execute an Industrial Waste Discharge Permit, or modify an existing permit, as specified in Appendix B-SE and Appendix B-SA of these Rates, Rules and Regulations.

8. All EDUs or GPD are not assignable or transferable in any fashion other than upon sale of Improved Property, at which time the EDUs or GPD pass with the Improved Property.

9. Should any previous use be abandoned (as defined for zoning purposes) for a period of five (5) years, then and in that event, the excess EDUs or GPD attached to that Improved Property revert to the Authority without any payment.

10. a. All reimbursements, tapping fees and other applicable fees shall be paid by cash, bank check, certified check or cashier's check, and shall be due and payable at the time application for connection permit is made to the Authority to make any connection to the Sanitary Sewer System as provided herein; or at the time application is made to the applicable municipality for a building or zoning permit; or on the date when the Authority shall connect any such Improved Property to the Sanitary Sewer System at the cost and expense of the Owner when such Owner shall have failed to make such connection as required by the Authority; or when the use of an Improved Property connected to the Sanitary Sewer System is expanded, changed or intensified per this Section, whichever shall occur earliest.

    b. All reimbursements, tapping fees, surcharges on tapping fees pursuant to Paragraph 5.B. above and any other applicable fees which are not paid in full when due shall bear interest and be collectible in the same manner as sanitary sewer rates and charges as set forth in Section VIII herein.

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

12. Payment of tapping fees charged by this Authority shall be enforced by this Authority in any manner appropriate under the Law in effect at that time.

D. 1. <u>Lateral Reimbursement</u>

When a Lateral connecting the Improved Property to the Sanitary Sewer System has been constructed by the Authority and not the Property Owner, the Property Owner shall be required

to reimburse the Authority for the actual cost of the Lateral extending from the Authority's sanitary sewer main to the edge of the public right-of-way at the connected Improved Property. The amount of the Lateral Reimbursement shall be the direct cost for materials, labor, fringe benefits, engineering, legal and any and all other charges as provided by Law. In lieu of reimbursement, the Authority may require the Owner requesting connection of the Improved Property to construct the Lateral solely at their expense and dedicate same to the Authority.

2. Service Line Reimbursement

When a Service Line connecting the Improved Property to the Sanitary Sewer System has been constructed by the Authority and not the Property Owner, the Property Owner shall be required to reimburse the Authority for the actual cost of the Service Line extending from the installed Lateral or, in the case of no existing Lateral, from the edge of the public right-of-way at the Improved Property to the proposed dwelling or building to be served. The amount of the Service Line Reimbursement shall include the direct cost for materials, labor, fringe benefits, meter (if applicable), valves, and any other costs required to install the equipment on the Improved Property along with any and all other charges specifically provided by Law. In lieu of reimbursement, the Authority may require the Owner requesting a Service Line at the Improved Property to construct the Service Line solely at their expense.

3. Payment

All Lateral and Service Line Reimbursements shall be payable to the Treasurer of this Authority or to such other officer or representative of this Authority as shall be authorized, from time to time, to accept payment thereof. Payment of Lateral and Service Line Reimbursements charged by this Authority shall be enforced by this Authority in any manner appropriate under the Law at that time then in effect.

E. No sanitary sewer connections or disconnections shall be made except with the approval of Authority's authorized representative.

F. Any Person required by Law to connect or whose contract for sanitary sewer service has been approved shall use the system for sanitary sewer service.

G. The following provisions may not apply to property within the Colonel George Howard Boulevard area. Property Owners within that area are specifically referred to the Colonel George Howard Boulevard Area Grinder Pump Management Plan which has been incorporated herein.

1. Where a Sanitary Sewer System of the Authority is to be extended at the expense of the Owner of properties or where the Authority otherwise would construct the customer facilities referred to in Section 4 (B) (T) (1) (ii) of the Act (other than meter installation), the Property Owner shall have the right to construct the extension or install the customer facilities himself or themselves or through a contractor or subcontractor approved by the Authority, which approval shall not be unreasonably withheld; provided that the Authority shall have the right, at its option, to perform the construction itself only if the Authority provides the extension or customer facilities at a lower cost and within the same timetable specified or proposed by the Property Owner or his or their approved contractor or subcontractor.

2. Construction by the Property Owner shall be in accordance with an agreement for the extension of the Authority's system and plans and specifications approved in advance by the Authority and shall be undertaken only pursuant to the existing regulations, requirements, rules and standards of the Authority applicable to such construction and shall be further subject to

inspection by an inspector authorized to approve such construction and employed by the Authority, but paid by Owner, during construction.

3. When a sanitary sewer main is to be extended at the expense of the Owner of properties, the Property Owner shall deposit with the Authority Administrative Escrow, in advance of construction, guaranteeing payment of the Authority's estimated reasonable and necessary cost of reviewing construction plans; inspections; administrative, legal and engineering services.

4. Construction shall not commence until the Property Owner has posted appropriate financial security in accordance with Subsection B. (s.1) of the Act, or the Law then in effect.

5. The Property Owner shall reimburse the Authority for reasonable and necessary expenses incurred as a result of the extension. If an independent firm is employed for engineering review of the plans and the inspection of improvements, reimbursement for such services shall be reasonable and in accordance with the ordinary and customary fees charged by the independent firm for work performed for similar services in the community, but in no event shall the fees exceed the rate or cost charged by the independent firm to the Authority when fees are not reimbursed or otherwise imposed on applicants.

6. Upon completion of construction, the Property Owner shall dedicate, and the Authority shall accept, the extension of the Authority's system, provided dedication of facilities and the installation complies with the plans, specifications and regulations of the Authority and the agreement.

7. Where a Property Owner constructs or causes to be constructed at his expense any extension of the Sanitary Sewer System of the Authority, the Authority shall provide for the reimbursement to the Property Owner when the Owner of another property not in the development for which the extension was constructed, connects a service line directly to the extension within ten (10) years of the date of the dedication of such extension to the Authority in accordance with the following provisions:

    a. Such reimbursement shall be equal to the distribution or collection part of each tapping fee collected as a result of subsequent connections. The Authority shall be entitled to deduct from each reimbursement payment an amount equal to five percent (5%) which shall be deemed to represent the appropriate charge for administrative expenses and services rendered in calculating, collecting, monitoring and disbursing the reimbursement payments to the Property Owner entitled thereto.

    b. Reimbursement shall be limited to those lines which have not previously been paid for by the Authority.

    c. The Authority shall, in the preparation of the necessary reimbursement agreement with the Property Owner for whose benefit reimbursement will be provided, attach as an exhibit an itemized listing of all sanitary sewer and water facilities for which reimbursement shall be provided.

    d. The total reimbursement to which a Property Owner shall be entitled shall not exceed the cost of all labor and material, engineering design charges, the cost of performance and maintenance bonds, Authority review and inspection charges, as well as flushing and televising charges and any and all charges involved in the acceptance and dedication of such facilities by the Authority, less the amount which would be chargeable to such Property Owner based upon the Authority's collection and distribution tapping fees which would be applicable to all lands of the Property Owner

served directly or indirectly through such extensions if the Property Owner did not fund the extensions.

e. The Authority shall notify by certified mail, to their last known address, the Property Owner for whose benefit such reimbursement shall apply within thirty (30) days of the Authority's receipt of any such reimbursement payment. In the event that the Property Owner have not claimed a reimbursement payment within one hundred twenty (120) days of the mailing of the notice, the payment shall revert to and become the sole property of the Authority with no further obligation on the part of the Authority to refund the payment to the Property Owner.

f. Whenever a Sanitary Sewer System or any part or extension thereof owned by the Authority has been constructed by the Authority at the expense of a private Person or corporation or has been constructed by a private Person or corporation under the supervision of the Authority at the expense of the private Person or corporation, the Authority shall have the right to charge a tapping fee and refund said tapping fee or any part thereof to the Person or corporation who has paid for the construction of said Sanitary Sewer System or any part or extension thereof.

H. When sanitary sewer facilities are to be constructed at the expense of the Property Owner or agent of the Property Owner, the Property Owner or agent of the Property Owner shall deposit with the Authority Administrative Escrow, in advance of project review and construction, guaranteeing payment of the Authority's estimated reasonable and necessary cost of reviewing construction plans; inspections; administrative, legal and engineering services. Construction shall not commence until the Property Owner or agent of the Property Owner has posted appropriate financial security.

SECTION VI – MEASURING VOLUME

Selection of a method for measuring volume, where alternatives are available, is subject to approval of the Authority.

A. Methods of Measuring Volume:

1. When a Sanitary Sewer Consumer purchases all water used from the Water Supplier and discharges Sanitary Wastewater and/or Industrial Wastewater into the Sanitary Sewer System, the volume of water used as determined from meter readings made by or made available to the Authority shall be used in computing the sanitary sewer rentals.

2. When a Sanitary Sewer Consumer has sources of water supply in addition to, or other than from the Water Supplier and discharges Sanitary Wastewater and/or Industrial Wastewater into the Sanitary Sewer System, the Authority shall provide a meter on such additional or other sources of water supply pursuant to Paragraph B. herein. The total amount of water used as shown by these meter readings will be used in computing the sanitary sewer rentals.

3. When Non-Residential Sanitary Sewer Consumers use water from the Water Supplier and/or from any other source such that all or any part of the water so used is not discharged into the Sanitary Sewer System, the quantity of water used to determine the sanitary sewer rentals shall be computed by use of sewage or water meters as follows:

a. By placing a sewage meter on the connection to the Sanitary Sewer. The readings from this meter shall be used in computing the sanitary sewer rental.

b. By placing a sewage meter on the portion of the waste effluent not discharging into the Sanitary Sewer. The reading from this meter will then be deducted from the total water meter readings and the remainder will be used in computing the sanitary sewer rentals.

c. By placing a water meter on the portion of the total water consumption not discharging into the Sanitary Sewer. The readings from this meter will then be deducted from the total water meter readings and the remainder will be used in computing the sanitary sewer rentals.

d. By placing a water meter on the portion of the total water consumption discharging into the Sanitary Sewer. The readings from this meter will be used in computing the sanitary sewer rentals.

B. Water Meters:

1. All water meters used under the provisions of these Regulations, shall be radio read meters compatible with the Authority's meter reading equipment and shall be maintained to meet test requirements for new meters as established by the American Water Works Association.

2. All 5/8" or 1" water meters installed at the point of primary connection to the Authority's water system shall be furnished and installed by the Authority at Consumer's expense and will be maintained by the Authority so far as ordinary wear and tear, but damage due to any other causes including tampering shall be paid by the Consumer.

3. All 5/8" or 1" water meters installed on private wells when public water is not available shall be furnished and installed by the Authority at Consumer's expense. All maintenance, including ordinary wear and tear, testing, inspecting, calibration, repair and/or replacement of meters connected to private wells shall remain the sole responsibility of the Consumer and be performed by the Consumer at the direction of the Authority.

4. Meters larger than 1", regardless of location, shall be directly purchased and installed by the Consumer at the Consumer's expense under direction of the Authority and all costs associated with testing, inspecting, calibration, repair and/or replacement of these meters shall remain the sole responsibility of the Consumer and shall be performed by the Consumer at the direction of the Authority or as frequently as required by manufacturer's recommendations, regulatory standards, Industrial/Commercial Wastewater requirements, or as the Authority's Plumbing Inspector, in his sole discretion, deems necessary.

5. All meters, regardless of size or location, shall remain the property of the Authority and be accessible to and subject to its control and inspection.

C. Sewage Meters:

1. Consumers are responsible for all costs associated with metering system, including, but not limited to, purchase, installation, testing, inspecting, calibration, repair, and/or replacement.

2. Testing, inspection, calibration, repair and/or replacement of metering system shall be performed at the option of the Authority by either the Consumer, the Authority, or the Authority's duly authorized representative as frequently as required by manufacturer's recommendations, regulatory standards, Industrial/Commercial Wastewater permit requirements, or as the Authority or the Authority's Plumbing Inspector, in his sole discretion, deems necessary.

3. The sewage metering system shall include a standard of the industry meter for measuring sewage flows for billing purposes and include an automated recording device for documenting the flows. It is the sole responsibility of the Consumer to operate the automated recording device and forward copies of the recorded flow data to the Authority on a monthly basis or as frequently as required by the Authority.

4. When a sewer meter is found to have been intentionally tampered with, as determined by the Authority, the quantity may be determined by the average registration of the meter when in working order unless unusual consumption or leaks or other circumstances justify less or more estimated consumption. A surcharge for tampering as provided in Appendix A-S shall also be added to the adjusted sanitary sewer use bill. Future sanitary sewer bills may, at the discretion of the Authority, be calculated as listed in Paragraphs E.1. and 2. of this Section until the meter is repaired or replaced. The Consumer will be responsible for all costs associated with the inspection and repair or replacement of the tampered meter.

D. Meter Readings: Authority shall be responsible for the reading of all meters, unless such readings are otherwise made available to the Authority by the Water Supplier, and they shall be made available to Authority employees for meter readings at any reasonable time.

E. Consumer shall immediately notify Authority of damage to or the nonworking of any meters as soon as it comes to the Consumer's knowledge. Notice shall be both by an immediate phone call to offices of the Authority and written confirmation immediately thereafter by email or first-class mail.

1. Consumers are required to immediately repair or replace any nonworking water or sanitary sewer meters connected to private sources for the purpose of calculating sanitary sewer charges as soon as the Consumer becomes aware of the problem. Failure to repair or replace a nonworking meter in a timely manner as determined solely by the Authority may result, at the Authority's discretion, in the Consumer's sanitary sewer account being changed to Flat Rate Sewer for billing purposes until the proper repairs are made.

2. If Consumer's account is changed to Flat Rate Sewer because of a failure to timely repair or replace a nonworking meter, the sanitary sewer charge will be calculated by multiplying the number of EDUs or gallons per day assigned to the property by the flat rate sewer charge as listed in Appendix A-S plus a penalty as listed in Section X.N.

F. The provisions of Section VI and Appendix A-W of the Water Rates, Rules and Regulations for East Cocalico Township are herein incorporated as they relate to water meters, at the point of primary connection to the Water System registering the total water entering the Improved Property, and charges therefore, and reference is made to all the Water Rates, Rules and Regulations for East Cocalico Township wherever necessary.

G. Deduct Meters: Sanitary Sewer Consumers shall not be permitted to use deduct meters in order to have the volume or quantity of water consumed, but not discharged into the Sanitary Sewer System, reduced for uses such as swimming pools, irrigation, landscaping, and fountains.

SECTION VII – SANITARY SEWER RATES AND CHARGES

Sanitary sewer rates and charges are imposed upon and shall be collected from the Owners of properties which shall be connected to the Sanitary Sewer System, whether such use or benefit resulting therefrom or such connection shall be direct or indirect, in accordance with the following:

A. Metered Rates

1. In cases where the Improved Property is served by a public Water Supplier, sanitary sewer rentals or charges shall be computed in accordance with the following water meter rate schedule.

   a. A minimum charge as listed in Appendix A-S will be charged for all gallons used up to the specified minimum. Sanitary sewer charges will be based upon the total, metered water consumption, even if such water use does not involve sanitary sewage disposal (ex., washing vehicles, watering gardens, filling of swimming pools, or for any other domestic or residential use that does not involve sanitary sewage disposal).

   b. For each additional one thousand (1,000) gallons above the minimum specified in Section VII, Subparagraph A.1.a. herein, an additional charge is billed as specified in Appendix A-S.

   c. For service less than a full quarterly period, the listed rates will be prorated for the period of usage or prorated on the usage, whichever is greater.

2. In case of a combination of one (1) or more Residential Establishments with a similar unit or units and each thereto having the use of the Sanitary Sewer System through one (1) sanitary sewer connection, then each such Residential Establishment shall be charged the rates herein provided as though each thereof were in a separate structure and as though each thereof had a direct and separate connection to the Sanitary Sewer System.

3. In cases where the Improved Property is not served by a public Water Supplier, a flat rate sewer charge is instituted in the amount specified in Appendix A-S. Should either this Authority or the Owner feel that this flat rate sewer charge create**s** an unfair result, then, in said event, the Owner may have a water meter installed, or this Authority may require the installation of a water meter. All water meter installations shall be performed by the Authority at the Owner's expense. In circumstances where the Improved Property is not served by a public Water Supplier and there is currently a water meter installed, billings shall be in accordance with the water meter rate schedule.

B. Where an Improved Property has a Residential Establishment or a combination of one (1) or more Residential Establishments with a similar unit or units, Mobile Home Court or Apartment Complex: The Owner of each Improved Property shall make one (1) connection to the Authority's Sanitary Sewer System for which he will be subject to the minimum sanitary sewer charge per quarter for each Residential Establishment and each unit, each mobile home pad in the Mobile Home Court or each apartment located in the Apartment Complex. Sanitary Wastewater discharged in excess of the total minimum gallons allowed for such minimum charges paid shall be billed to the Owner in accordance with the schedule provided in Appendix A-S.

   The quantities of quarterly sanitary sewer flows allowable from each Residential Establishment unit, including Mobile Home Court or Apartment Complex, before additional sanitary sewer charges shall be placed in effect will be determined by multiplying the total number of Residential Establishment units, mobile home pads or apartment units, whether occupied or not, times the minimum sanitary sewer charge, as specified in Appendix A-S.

C. For Condominiums, the Developer/Declarant or Condominium Unit Owners' Association shall make one (1) connection to the Authority's Sanitary Sewer System. The Developer/Declarant or Condominium Unit Owner's Association shall be subject to the minimum charge per quarter for each individual condominium unit. Sanitary Sewer System use in excess of the total minimum gallons

allowed for such minimum charges paid shall be billed to the Condominium Unit Owners' Association in accordance with the schedule provided in Appendix A-S.

The quantities of quarterly sanitary sewer flows allowable from the Developer/Declarant or Condominium Unit Owner's Association before additional sanitary sewer charges shall be placed in effect will be determined by multiplying the total number of Condominium units, whether occupied or not, times the minimum sanitary sewer charge, as specified in Appendix A-S.

D. The burden of proof is on the Sanitary Sewer Consumer to show that water did not get into the Sanitary Sewer System. Consumer's bill will be exonerated only to the extent that the Consumer can prove by clear and convincing evidence that all water was not discharged into the Sanitary Sewer System and that there is no other source of Sanitary Wastewater and/or Industrial Wastewater. Subject to Authority's decision that the Consumer has proven by clear and convincing evidence that portions of water provided were not discharged into the Sanitary Sewer System, a rebate of Sanitary Sewer charges only for that portion of Water will be provided pursuant to Section VIII, Paragraph E.

In all events, water will continue to be billed at one hundred percent (100%) of the full amount.

SECTION VIII – BILLING AND COLLECTION OF SANITARY SEWER RENTS, RATES AND CHARGES

A. Bills for sanitary sewer service shall be rendered in calendar quarters in January, April, July and October, respectively, or on such other dates as the Authority shall specify, for service rendered in the applicable quarterly period. All bills are payable upon receipt.

B. Every Owner of an Improved Property which is connected to the Sanitary Sewer System shall provide the Authority with and shall thereafter keep the Authority advised of his, her or its correct address and telephone number. Failure of any Person to receive bills for sanitary sewer rentals or charges shall not be considered an excuse for nonpayment nor shall such failure result in an extension of the period of time during which the net bill shall be payable.

C. All quarterly bills for sanitary sewer service shall constitute the net bill and shall be due and payable as of the due date. If any such net bill for sanitary sewer service shall not be paid by the due date, such net bill shall be deemed delinquent and a penalty as set forth in Appendix A-S shall be added to such net bill, which net bill, plus such penalty, shall constitute the gross bill. Payment made or mailed and postmarked on or before the last day of such thirty (30)-day period, as above set forth, shall constitute payment within such period. If the end of such thirty (30)-day period shall fall on a legal holiday or on a Sunday, payment made or mailed and postmarked on the next succeeding business day which is not a legal holiday shall constitute payment within such thirty (30)-day period.

D. If sanitary sewer rates and charges are not paid within thirty (30) days after the due date, the gross bill therefore shall include the aforesaid penalty which total amount then due shall thereafter bear accruing interest at the rate of eighteen (18%) per annum or fraction thereof beginning thirty (30) days after the net bill becomes due and payable until paid as set forth in Appendix A-S.

E. If Owner has any dispute regarding any bill or any funds previously paid to the Authority, complaints must be made pursuant to the requirements of Section X, Paragraph M. and Section XII herein. If after review pursuant to the procedures contained in these Regulations, it is determined that the owner is entitled to a refund for overpayment, said refund is subject to the following requirements:

1. No refund will be issued unless notice is received by the Authority pursuant to the strict requirement of all these Rates, Rules and Regulations and any and all applicable laws.

2. No interest will be paid on any refunds.

3. Refunds are limited to a one (1)-year period preceding the date proper notice is first received by the Authority as required by these Rates, Rules and Regulations.

F. Industrial Waste/Wastewater

1. It is understood and agreed by the Sanitary Sewer Consumer that the charges hereinbefore set forth pertain to the treatment of Sanitary Wastewater only. Industrial Wastewater is usually more concentrated in nature and, as a result, the treatment thereof becomes more complex than treatment with respect to Sanitary Wastewater.

2. The charges for treatment of Industrial Wastewater are as specifically set forth in Appendix B-SE and Appendix B-SA attached hereto and made a part hereof, and all these Rates, Rules and Regulations wherever they apply.

3. Each Sanitary Sewer Consumer agrees to take appropriate measures to prohibit any connection to its Sanitary Sewer of any facility from which Industrial Wastewater is or may be discharged into the system, except as subject to the conditions herein as provided in Appendix B-SE and Appendix B-SA.

4. Persons conducting home occupations, farmers, home mechanics, and other persons conducting like enterprises and commercial and industrial users should especially be familiar with the specific provisions set forth in Appendix B-SE and Appendix B-SA.

G. Whenever service to any Improved Property shall begin after the first day or shall terminate before the last day of any quarterly billing period, sanitary sewer rates or charges for such period shall be prorated equitably, if appropriate, for that portion of the quarterly billing period or usage during which such Improved Property was served by the Sanitary Sewer System.

H. 1. Whenever the Authority has received as payment, for any charge due to the Authority, a check which does not clear immediately (e.g., is returned for insufficient funds, no account, or the like) two (2) times from or on behalf of the same maker; thereafter every payment to the Authority for a period of two (2) years related to such service shall be accepted only in the form of cash or its equivalent (e.g., cashier's check, bank money order, certified check, credit card and the like).

2. After such two (2) years, any one (1) such check shall invoke the requirements as to form of payment of Paragraph 1. above for two (2) years after such check.

3. A charge as set forth in Appendix A-S plus any charges made by any institution, any constable or other official for service of notice, and all other specific costs incurred by Authority will be assessed for each bad check received, until payment thereof.

4. Until all payment is received for the foregoing and for any and all other sums due Authority for service to the Sanitary Sewer Consumer for whose service such bad check was received, such Sanitary Sewer Consumer shall be considered delinquent and subject to all of these Rates, Rules and Regulations related to delinquency.

I. Notwithstanding the foregoing for sanitary sewer services rendered to Customers who use in excess of an average of ninety thousand (90,000) gallons per quarter and/or who use a deduct meter and/or who may have a substantial potential for leaks, or where a user requests such billing, bills thereafter for sanitary sewer service may (at the discretion of the Authority) be rendered monthly upon the last

working day of each month, or on such other dates as the Authority shall specify, for service rendered in the applicable monthly period.

SECTION IX – LIENS FOR SANITARY SEWER RATES AND CHARGES; FILING AND COLLECTION OF LIENS

All bills remaining unpaid by the due date shall be cause for termination of service and shall become a lien on the Improved Property charged. After a period of one (1) year or accrual of One Thousand Dollars ($1,000.00) in unpaid bills, whichever comes first, all such bills will come before the Board of the Authority for final decision on filing the lien and collection thereon in accordance with the then applicable Law.

SECTION X – RESPONSIBILITY OF OWNER OF IMPROVED PROPERTY

A. The Owner of any Improved Property connected to the Sanitary Sewer System shall be responsible to the full extent of the then applicable Law, ordinances and the requirements of these Rates, Rules and Regulations for all acts of tenants or other occupants of such Improved Property insofar as such acts shall be governed by provisions of these Rates, Rules and Regulations and the then applicable Law and ordinances.

B. All connections, service lines, fixtures and appliances furnished by Owner shall be maintained by him in good order, and all valves, meters and appliances, furnished and owned by Authority and on the property of Consumer shall be protected property and cared for by said Consumer. All leaks in the service or any other pipe or fixture in or on the property supplied must be repaired immediately by Consumer. Should Consumer fail to comply with these requirements, action will be taken pursuant to Paragraph L. of this Section X.

C. The Authority shall in no event be responsible for maintaining any portion of the Service Line owned by Consumer or for damage done by Sanitary Wastewater and/or Industrial Wastewater escaping therefrom or from lines or fixtures on Consumer's property; and Consumer shall at all times comply with all ordinances and regulations with reference thereto and make changes therein required on account of change or grade relocation of sanitary sewer mains, laterals or otherwise.

D. Sanitary Sewer Consumer shall not turn the Sanitary Sewer System on or off at any valve, or disconnect, or remove any meter or permit its disconnection or removal without the prior, written consent of the Authority.

E. The Owner of any Improved Property connected to the Sanitary Sewer System shall be responsible to immediately notify the Authority of any proposed expansion, change or intensification of the use of said Improved Property and take all steps associated therewith pursuant to these Regulations including the payment of additional tapping fees.

F. Sanitary Sewer Consumers shall not tamper or permit tampering with or in any other way cause or permit damage to any meter or any other property of the Authority (see also Paragraph A. above).

G. If the Authority discovers a need for maintenance or repair of a Sanitary Sewer Consumer service, the Sanitary Sewer Consumer will be given notice of this condition pursuant to Paragraph L. of this Section X. It shall then be the responsibility of the Sanitary Sewer Consumer to see that the condition is remedied without delay. If the condition, in the judgment of the Authority creates a hazard, the Authority may discontinue sanitary sewer service to the property affected pursuant to Section XIII herein.

H. Sanitary Sewer Consumer shall notify the Authority pursuant to Paragraph M. of this Section X when it becomes apparent that the Authority should repair, replace or abandon any portion of the service that is the responsibility of the Authority.

I. If an existing sanitary sewer service is to be repaired, materials used for the repairs shall be of the type and size specified for new services.

J. The Authority may at its discretion renew or replace deteriorated laterals between the sanitary sewer main and curb when a Sanitary Sewer Consumer replaces the service line from curb to building.

K. If at any time any penalties, charges, surcharges, fines or costs (including attorney fees) are assessed against the Authority as a result of action or inaction taken by a Sanitary Sewer Consumer, that penalty, charge, surcharge, fine or cost (including attorney fees) shall be assessed upon the Sanitary Sewer Consumer plus twenty-five percent (25%).

L. Should Sanitary Sewer Consumer fail to immediately correct any problem (i.e., see Section XIV), repair any leak in the service, or repair or replace any other pipes, meters, appliances, fixtures, valves, and other equipment related to the provision of sanitary sewer service in or on the Improved Property, written notice of the duty to correct, repair and/or replace will be given to the Sanitary Sewer Consumer as provided in Section XX herein, from the Authority. The Sanitary Sewer Consumer shall correct the problem within five (5) days from the date of receipt of such notice. If corrections or repairs, etc., are not made to the satisfaction of the Authority within five (5) days of receipt of said notice, then the Authority will come upon the Sanitary Sewer Consumer's property, make the necessary corrections or repairs, etc., and bill the Sanitary Sewer Consumer for all repairs and administrative costs (e.g., attorney fees) plus twenty-five percent (25%). In any event, all costs incurred by the Authority, including additional sanitary sewer charges, will be charged to the Sanitary Sewer Consumer.

M. In the event that the Sanitary Sewer Consumer becomes aware of any problems necessitating action by the Authority or has any concerns or complaints regarding service provided by the Authority or rates or charges therefore and where no other time frame is specifically set forth in these Rates, Rules and Regulations, said notice from Sanitary Sewer Consumer shall be in writing and sent via email or first-class mail to the Authority within ten (10) days of the Sanitary Sewer Consumer discovering the problem or complaint giving rise to said notice, and in the case of disputes regarding bills, the ten (10) days runs from the date of receipt of the bill.

N. Any violation of these Rates, Rules and Regulations is hereby declared to be a summary offense in accordance with §5607(d)(17) of the Municipality Authorities Act and shall be punishable with a fine of up to twenty-five percent (25%) of the Owner's total water and sanitary sewer bill for each offense and the fine shall be assessed in all subsequent bills until the violation is corrected.

SECTION XI – AUTHORITY'S OBLIGATION

Authority will use all reasonable and practical measures to notify Sanitary Sewer Consumer of such discontinuance of service as may arise in case of breakdown, emergency or for any other unavoidable cause. Authority shall have the right to cut off the Sanitary Sewer System temporarily in order to make necessary repairs, connections, etc. In all events, Authority shall not be liable for any damages or inconvenience suffered by Consumer or anyone claiming under Consumer or for any claim against it at any time by anyone for interruption of service, or for any causes beyond its control.

SECTION XII – COMPLAINTS

Complaints with regard to the character of the service furnished or the reading of the meter or of the sanitary sewer bills rendered must be presented to Authority in writing pursuant to Paragraph M. of Section X. A record of such complaint will be kept by Authority, giving the name and address of the complainant, the date, the nature of the complaint and the remedy, if any.

SECTION XIII – DISCONTINUANCE OF SERVICE

A. Discontinuance of Service by Authority. Service may be discontinued. Among the reasons are the following:

1. Failure of a user to factually report the Sanitary Wastewater and/or Industrial Wastewater constituents and characteristics of his discharge.

2. Failure of the user to report significant changes in operations, or Sanitary Wastewater and/or Industrial Wastewater constituents and characteristics.

3. Refusal of reasonable access to property for the purpose of inspection or monitoring; or violation of conditions of the permit.

4. Violation of conditions of the permit.

5. Use of Sanitary Sewer System for any other property than that described in the application.

6. For willful pollution through improper or imperfect pipes, fixtures or otherwise.

7. For damaging, either intentionally or otherwise, any service pipe, seal or any other appliance of Authority.

8. For making or refusing to sever any cross connection between a pipe or fixture carrying Sanitary Wastewater and/or Industrial Wastewater produced from water furnished by the Authority and a pipe or fixture carrying Sanitary Wastewater and/or Industrial Wastewater produced from any other source unless that source is metered.

9. For refusal of reasonable access to property for purpose of inspecting the Sanitary Sewer System of Consumer for reading, caring for**,** replacing or removing meters or other property under control of Authority.

10. For neglecting to make or renew deposits or for any nonpayment of any charge or other obligation owing to Authority including, but not limited to, tapping fees based on increased flow and any surcharge therefore.

11. In case of vacancy of property.

12. For failing to notify the Authority of damage to or the non-working of a water or sanitary sewer meter as soon as it comes to the Sanitary Sewer Consumer's knowledge.

13. For failure to indemnify Authority (e.g., see Section III E. and Section X).

14. For failure to comply with the responsibility of Owner of Improved Property specifically as set forth in Section X herein, and/or any other section or provision of all of these Rates, Rules and Regulations.

B. Termination for Nonpayment

1. In the event any bill of the Authority or other obligation to Authority is unpaid on the due date, it is overdue. The Authority may thereafter, in its discretion (in addition to all other remedies it may have) send notice of this delinquency to the Sanitary Sewer Consumer, informing the Sanitary Sewer Consumer that unless the delinquency is paid in full within ten (10) days of date of service of the said notice, water and sanitary sewer service will be terminated.

2. If the Sanitary Sewer Consumer has not made payment in full to the Authority within the ten (10) days, the Authority may, in its discretion, terminate service immediately.

3. Service of notice hereunder shall be made as follows:

   a. By posting such notice at the main entrance to property supplied; and

   b. By first-class mail to the address of the Sanitary Sewer Consumer provided by the Sanitary Sewer Consumer to the Authority; or

   c. By serving in person on the Sanitary Sewer Consumer.

4. If during such ten (10)-day period the Sanitary Sewer Consumer delivers to the Authority a written statement under oath or affirmation, stating that there is a just defense to the claim or part of it, and the basis therefore and that such is not executed for purposes of delay, then cutoff will be delayed pending a hearing before the Authority at the next regularly-scheduled meeting of the Authority following receipt of such oath or affirmation.

C. Discontinuance of Service to a Residential Dwelling Unit in which the Owner does not reside

1. This Section only refers to a Residential Dwelling Unit in which the Owner does not reside.

2. The Authority may, after an obligation is overdue (see Section XIII B.1.) in its discretion (in addition to all other remedies it may have), send notice of this delinquency to the Sanitary Sewer Consumer and terminate service pursuant to the Law then applicable to Non-Owner-occupied Residential Dwelling Units.

D. Reconnection after Termination or Discontinuance of Service

1. After termination or discontinuance of service by the Authority, the Sanitary Sewer Consumer may be reconnected upon payment of any and all charges previously due and owing, including the disconnection fee and the reconnection fee as set forth in Appendix A-S herein.

2. Upon receipt of all payments due and owing, the Authority will review the matter and conduct any inspections required to ascertain that these Rates, Rules and Regulations have been properly and thoroughly complied with by the Sanitary Sewer Consumer before reconnecting service. Reconnection will only occur during the Authority's normal business hours at the convenience of the Authority.

3. All actions taken under the provisions of this Section are governed by the then applicable Law, Township Ordinances, and these Rates, Rules and Regulations.

SECTION XIV – PROHIBITED WASTES

A. No Person shall discharge or cause to be discharged any storm water, surface water, spring water, ground water, roof run-off, subsurface drainage, building foundation drainage, cellar or basement drainage, drainage from roof leader connections, unpolluted commercial process water, overflow or drainage from cesspools, exhaust steam or any oil, tar, grease, gas, benzene or other combustible gases or liquids or any garbage (unless treated in an approved manner), insoluble solids, inorganic wastes, toxic wastes or any other dangerous or harmful substance which can adversely affect any part of the Sanitary Sewer System or the POTW Treatment Plant, into any Sanitary Sewer.

B. This Authority reserves the right to refuse permission to connect to the Sanitary Sewer System, to compel discontinuance of use of the Sanitary Sewer System or to compel pretreatment of Industrial Wastewater, in order to prevent discharges deemed harmful or to have a deleterious effect upon any Sanitary Sewer or the Sanitary Sewer System or the POTW Treatment Plant.

C. The regulations governing the admitting of waste into the Sanitary Sewer System and setting forth provisions for the prevention of pollutants and the requirements regarding Industrial Wastewater and the issuance of Industrial/Commercial Wastewater Discharge Permits are set forth in Appendix B-SE and Appendix B-SA which are attached hereto and made a part hereof.

D. All Users and Owners shall remain responsible to the Authority for all costs and expenses incurred as a result of Wastewater being either directly or indirectly discharged into the Collection System, of such characteristics and/or quantities resulting in the need to repair, clean, replace and/or maintain the Collection System.

E. Whenever there is a conflict between these Rates, Rules and Regulations, Appendix B-SE and Appendix B-SA, the Consumer should comply with whatever provision sets forth the strictest rules, standards, procedures and enforcement.

SECTION XV – USER CAPACITY REVIEW AND REQUEST

A. Any Owner who expects to need new or additional wastewater service for the development or use of his land, may request capacity in the Authority's Sanitary Sewer System and the facilities, for the proposed development and use. The request is processed as follows:

1. Any request for capacity shall be submitted on the Authority's Capacity Review and Request Application with a full and complete detailed schedule showing the uses to which the EDUs or GPD will apply and the dates of each such expected use (Schedule of Use), attached thereto, before any review of said request will be conducted.

2. Two (2) fully completed and executed copies of the Capacity Review and Request Application with attached Schedules of Use and the Administrative Review Fee must be submitted to the Authority. The Administrative Review Fee shall be in an amount as set forth in the Authority's Administrative Procedures. The Authority reserves the right to require additional Administrative Review Fees, if necessary.

B. 1. Approval of Sanitary Sewer Capacity by the Authority for Owner is not any form of guarantee or approval of the proposed development or use and is not a guarantee of approval of service availability of public sanitary sewer for the proposed development or use.

2. Approvals for development and land use are regulated by the applicable municipality pursuant to various zoning and subdivision and land development ordinances.

3. Approval for wastewater service may be regulated or restricted by the Authority, the POTW Treatment Plant Owner and/or an entity appointed by the POTW Treatment Plant Owner for purposes of administration, and/or state and federal agencies.

4. Any and all laws, regulations, restrictions and court decisions beyond the control of the Authority, the Applicant/Developer or any agency may prohibit or delay the Owner from receiving final approval to use any or all of the capacity being requested.

C. Owner shall defend and hold harmless the Authority, the POTW Treatment Plan Owner, and any and all entities appointed by the POTW Treatment Plant Owner for administration thereof of any and all liability and/or cost, and/or loss of profits incurred by the Owner as a result of any and all actions with respect to Allocation of Capacity.

SECTION XVI – ACCESS

This Authority shall have the right of access at reasonable times to any part of any Improved Property which shall be served by the Sanitary Sewer System as shall be required for the purposes of inspection, management, sampling and testing, and for performance of other functions relating to service rendered by this Authority through the Sanitary Sewer System.

SECTION XVII – MISCELLANEOUS PROVISIONS

A. Authority reserves the right to read meters and bill any and all Customers on a monthly basis.

B. All bills are payable at, and notices to Authority are to be sent to, the Authority Office, or by return mail to the Authority's post office address. All phone calls to the Authority are to the then current listed telephone number.

C. All Improved Properties having structures thereon, adjoining or adjacent to or whose principal building is within one hundred fifty (150) feet of the Sanitary Sewer System or any part or extension of the system, shall be required to pay the minimum quarterly fees as described herein whether or not Sanitary Wastewater and/or Industrial Wastewater is actually discharged, so long as said property is adjoining or adjacent to or principal building is within one hundred fifty (150) feet of the Sanitary Sewer System.

D. From time to time, certain documents that are applicable to the operation of the Authority and which are hereby made a part of these Rates, Rules and Regulations are adopted by the Authority. They shall have the full effect of being a part of this document by incorporation by reference as though the same were set forth in full in this document. Those include but are not limited to:

1. Specifications for Water System Construction

2. Specifications for Sanitary Sewer System Construction

3. Administrative Procedures and all forms

E. Swimming pools:

1. When Property Owner fills a pool with water provided by the Authority, sanitary sewer charges will be based on total water consumption. No relief is given from sanitary sewer charges for filling of swimming pools or for any other domestic or residential use that does not involve sanitary sewage disposal.

2. When Property Owner fills a pool with sources of water other than that provided from the Authority, and after required notice to the Authority discharges that pool water into the Sanitary Sewer System, Property Owner will be responsible for sanitary sewer charges as determined by Authority.

3. Property Owner must notify the Authority at least five (5) business days prior to discharging pool water into the Sanitary Sewer System.

4. All pool owners are required to comply with DEP rules, regulations and guidelines regarding discharge of pool water, whether discharging to the Sanitary Sewer System or by some other means.

SECTION XVIII – ADDITIONS TO AND CHANGES OF SANITARY SEWER RENTALS, CHARGES; ADOPTION OF ADDITIONAL RULES AND REGULATIONS

A. This Authority reserves the right to adopt and promulgate, from time to time, additional classifications and sanitary sewer rentals or charges therefore, or modifications of the schedule of sanitary sewer rentals or charges as set forth in these Rates, Rules and Regulations and Appendix A-S, which additional classifications and sanitary sewer rentals or charges, or modifications, as the case may be, shall be construed as a part of these Rates, Rules and Regulations.

B. 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 Sanitary Sewer System, which rules and regulations shall be, shall become and shall be construed as part of the Rates, Rules and Regulations.

SECTION XIX – WAIVER OF RIGHTS

The failure of the Authority to insist upon strict performance of these Rates, Rules and Regulations or any of the terms or conditions thereof shall not be construed as a waiver of any of its rights hereunder.

SECTION XX – FORM OF NOTICES

Every "request," "requisition," "order," "demand," "application," notice," "statement," "certification," "consent" or similar action hereunder shall, unless the form thereof is specifically provided, be in writing signed by a duly authorized officer of the Person making, sending, issuing or publishing the item.

All notices required pursuant to these Rates, Rules and Regulations shall be by first-class mail or by personal service, unless otherwise specifically indicated.

SECTION XXI – CONSTRUCTION AND SEVERABILITY

All provisions contained in any and all ordinances of the Township of East Cocalico and the Law are hereby incorporated by reference. Any terms not defined in the ordinances of the Township of East Cocalico or the Law or in these Rates, Rules and Regulations are given their common and ordinary meaning.

Whenever there is a conflict between any provisions found in a Township Ordinance, Law and these Rates, Rules and Regulations, the provision containing the strictest requirements, construed in favor of the Authority, shall apply.

In the event any provision, section, sentence, clause or any part of these Rates, Rules and Regulations shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of these Rates, Rules and Regulations, it being the intent of the Authority that such remainder shall be and shall remain in full force and effect.

SECTION XXII – REPEALER

All other Rates, Rules and Regulations or parts of Rates, Rules and Regulations inconsistent herewith are expressly repealed.

SECTION XXIII – EFFECTIVE DATE

These Rates, Rules and Regulations shall become effective immediately upon their adoption. ADOPTED this 13th day of May 1999.

EAST COCALICO TOWNSHIP AUTHORITY

APPENDIX A-S

SECTION	PAGE		FEE/CHARGE
V C.1.	9	Residential Tapping Fee per EDU[1] (1 EDU = 253 GPD)[4]	$8,065.13
V C.2.	10	Non-Residential Tapping Fee per GPD[5]	$31.88
V C.2.	10	Non-Residential Minimum Tapping Fee[5] (1 EDU = 253 GPD)	$8,065.13
V C.5.b.	10	Surcharge for underestimating sanitary sewer usage[6]	25%
VI C.4.	16	Surcharge for tampering with meter[7]	100%
VII A.B.C.	17	Sanitary Sewer Service Quarterly Charges: Minimum Sanitary Sewer Charge up to 1,000 Gallons/QTR[2] Sanitary Sewer Charge for Each Additional 1,000 Gallons/QTR[2]	 $13.85 $13.85
VII A.3.	17	Flat Rate Sewer Charge per EDU for Un-Metered Services[3]	$180.05/QTR
VIII C.	18	Penalty on past due bills – thirty (30) days	10%
VIII D.	18	Additional accruing interest on past due bills – sixty (60) days	18%
VIII H.3.	19	Bad Check Charge	$25.00
XIII D.1.	23	Disconnection Fee Reconnection Fee	Time & material Time & material

The above fees, costs and charges are subject to change at any time upon resolution of the East Cocalico Township Authority.

[1]*(Amended 4/30/24)*
[2]*(Amended 1/1/25)*
[3]*(Amended 1/1/25)*
[4]*(Amended 6/9/05)*
[5]*(Amended 4/30/24)*
[6]*(Added 1/12/17)*
[7]*(Amended 1/12/17)*

APPENDIX B-SA

1. All requirements of The Borough of Adamstown relating to Sanitary Sewer as now in effect, and any subsequent amendments thereto which shall be effective as to this Authority immediately upon becoming effective as to Borough citizens are hereby incorporated by reference as to customers from East Cocalico Township Authority whose sewage would be disposed at the Adamstown plant. This includes, but is not limited to:

   A. All ordinances, including but not limited to, Sewers and Sewage Disposal, Part 3, Industrial Waste Discharge.

   B. The Enforcement Response Plan of February 1, 1994 as amended by Resolution 8012000 of August 1, 2000.

   C. All matters required by the Sewer Service and Partnership Agreement above recited dated September 25, 1995, including, but not limited to standards of sewage and enforcement.

   D. Any and all other controls appropriately applicable to sewage disposed at the Adamstown plant.

2. A copy of such items as provided by Borough shall be on file at all times at the office of this Authority.

3. All costs of administration of the Sanitary Sewer Rates, Rules and Regulations shall continue to be the costs of customers furnished service by this Authority, and this policy shall apply to sewage to be deposited to the Adamstown Plant as well.

4. Every provision of the Sanitary Sewer Rates, Rules and Regulations of this Authority apply to all matters relating to sewage being deposited at the Adamstown Plant. However, all Adamstown policies shall supersede those of this Authority to the extent that they require more of customers and greater regulations than those imposed by this Authority upon its own customers.

(Amended 10/12/00, 4/5/01)