

BOROUGH OF CONSHOHOCKEN AUTHORITY
RULES AND REGULATIONS
SECTION 2 - GENERAL POLICIES

2.1 TRANSFER OF SERVICE TO NEW CUSTOMERS FOR EXISTING CONNECTIONS

- 2.1.1 No transfer of service will be granted by the Authority until the applicant has paid all charges due by the applicant at any premises now or heretofore occupied or owned by him.
- 2.1.2 As sewer charges are municipal liens, all charges will be submitted by the Authority prior to the date of settlement and verified in written form to the title company or whatever authorized agent is processing the transfer of the property. Sewer certification information can be given to third parties. The Title Company shall be obligated to clear all sewer charges outstanding on the property. In the event that charges are not paid at settlement, those charges shall remain on the account as a lien against the property.
- 2.1.3 All search requests shall be presented to the Authority in writing at least two weeks before the proposed settlement date.
- 2.1.4 The Authority shall charge a search fee on each account investigated. Failure on the part of the party requesting the search (title company or the proper authorized agent) to pay the search fees within 20 days of presentation of the account information will result in the discontinuance of Authority lien information to the requesting party.
- 2.1.5 No search fees will be charged for information in areas in which there is no existing sewer service.

2.2 SERVICE TO NEW CUSTOMERS IN NEWLY CONSTRUCTED DWELLINGS.

- 2.2.1 No Certificate of Authority Approval will be given to the Borough Building Inspector for issuance of a Certificate of Occupancy until the Authority has verified and inspected that the sewer main connection has been installed in accordance with Authority procedures, the water meter is operational and the connection fees have been paid.
- 2.2.2 The initial billing date of a newly constructed home will be according to purchased water meter readings from Aqua America, Inc.

2.3 LANDLORD-TENANT RESPONSIBILITY

All charges for sewer are a lien against the property and therefore the responsibility of the owner. Therefore all bills will be sent to the property owner and not the tenant.

The Borough of Conshohocken may revoke apartment licenses when rental properties have delinquent sewer bills.

2.4 CONNECTION

2.4.1 Whenever a sewer main either exists or is made available to an improved property, a connection shall be made by the property owner within a period of forty-five (45) days from the date after notice to such owner is provided by the Authority. Mandatory connection and payment of the fees shall be paid in accordance with the connection fee schedule within the above specified time.

2.4.2 For the purpose of this section, exists or made available, shall mean the availability of a gravity main in any public road or public easement fronting any of the sides of a building lot or within one hundred feet (100) of any point of the property.

2.5 TAPPING FEES AND TIME OF CONNECTION

2.5.1 The initial fees for the right to connect directly or indirectly to the Authority's sanitary sewerage system shall include a tapping fee as well as fees for application, administrative action, review, and inspection of work in keeping with the Authority's Rules and Regulations. The above listed fees shall be the fees listed in the Fee Schedule of the Authority, as amended from time to time. The applicant is responsible for payment of all fees pursuant to the Authority's tapping fee resolution.

2.5.2 No unauthorized persons shall uncover, make any connections with or opening into, use, alter, or disturb the Authority's wastewater collection system or any appurtenance thereof without first paying a tapping fee and complying with the Authority's connection procedures and obtaining a written Authority connection permit. The Authority may perform an inspection of any tie-in into the sewer system.

2.5.3 In cases of condominium ownership, apartment dwellings and commercial properties, each unit, whether residential or other than residential shall be considered as separate entities for purposes of calculating tapping fees. See also definition of "building" in Section 1.

2.5.4 Any connection must be made within twelve (12) months of the date the tapping fee is paid and either one of the following occurs:

- Form A (Feasibility) approval is provided by the BCA Board (see Section 4); or
- Form SF (Connection of Individual Single Family Dwelling Unit Into an Existing Sewer Main) approval is provided and a permit is issued (see Section 4)

The permit will become void at that time but can be renewed for additional periods of one (1) month each upon payment of any increase in the amount of the connection fee

over the fee paid at the time of the issuance of the original permit and compliance with any change in the regulations governing connections.

The start date shall be considered either the Form A BCA Board approval date or the Form SF permit issuance date, as applicable. After the connection period expires, the permit will become void but can be renewed for periods of six months upon payment of any increase in the amount of the tapping fee over the fee paid at the time of the period start date and compliance with any change in the regulations governing connections. The Authority is under no obligation to refund tapping fee monies due to a later revision that lowered the tapping fee cost. The Authority will charge a one hundred dollar (\$100) fee to renew the application in addition to any other applicable administrative fees pursuant to the Authority's current fee schedule.

- 2.5.5 The Authority reserves the right to adjust both the number of EDU's estimated and tapping fee charged based on the actual consumption figures obtained for a one (1) year period after the initial connection to the Authority's sewer system. The Authority is under no obligation to refund connection fee monies due to lower than anticipated wastewater flows.

Additionally, the Authority reserves the right, at its sole discretion, to conduct a flow study or water usage study of a property.

2.6 DISCONTINUANCE OF SERVICE BY CUSTOMERS

Sewer service will not be considered a service subject to discontinuation by the user. Discontinuation of service can only be authorized by the Authority. Requests for discontinuance of sewer service will be considered only in cases of demolition, fire, flooding, or by order of the Board of Health for abandonment of the building serviced for health reasons. The property owner will be responsible for the payment of sewer rental charges, at the minimum, the quarterly service charge and volumetric charges based upon water readings for the period in question as established by the Authority, and incurred prior to any authorized discontinuances of service during the time the property or structure is vacant. All fees associated with the section can only be waived by the Board upon a showing of extraordinary circumstances.

2.6.1 Abandonment of Sewer Service

A credit for previously paid tapping fees will be considered abandoned when the property is not connected to the Authority's sewer system for at least one year. In addition to not being connected to sewer service, the property must not have paid any bills, fees or sewer rental charges to the Authority to be considered abandoned. The Authority has sole discretion to determine whether a property has abandoned its sewer connection. When a property that the Authority determined is abandoned seeks to re-connect to the Authority's sewer service, said property shall pay all tapping fees

pursuant to the Authority's tapping fee resolution in place at the time the property re-connects.

2.7 TURNOFF WITHOUT AUTHORITY

The customer shall not turn off or disconnect or remove the water/sewage meter, or permit its disconnection or removal without the written consent of the Authority.

2.8 DUE TO EMERGENCY

As necessity may arise in the event of breakdown, emergency, or for any other unavoidable cause, the Authority shall have the right to cut off the sewer service temporarily in order to make necessary repairs, connections, etc., but the Authority will use all reasonable and practicable measures to notify the customer of such discontinuance of service. In such case, the Authority shall not be liable for any damage or inconvenience experienced by the customer: or any claim against it at any time for interruption in service. When the service is to be temporarily interrupted, notice will be given when practicable, to all customers affected by the temporary interruption of service, stating the probable duration of the interruption, and also the purpose of the interruption.

2.9 RESERVE CAPACITY

The Authority shall have the right to reserve sufficient capacity in its facilities to adequately collect and treat sewage from all existing and contracted customers. The Authority may further restrict or regulate the quantity of wastewater discharge from a customer in case of scarcity of capacity, or whenever the public welfare may so require.

2.10 RESPONSIBILITY FOR SERVICE

2.10.1 It is agreed by the parties receiving service that the Authority does not assume any liability as insurer of property or person, and that the Authority does not guarantee any special service, capacity, or facility. It is agreed by the parties receiving service that the Authority shall be free and exempt from any and all claims for injury to any persons or property by reason of failure to provide collection or treatment capacity.

2.10.2 In all contracts for general or special sewer service, it is expressly understood and agreed that no claims will be made against the Authority for damage to life or property, by reason of the breaking of any service pipe or appliance within the customer's premises, unless caused by the gross negligence of the Authority or its employees. In addition it is expressly understood and agreed that no claims will be made against the Authority for any damage done for any cause beyond the Authority's control.

2.10.3 No service will be furnished to any premises where any possibility exists of the mingling of storm water and sanitary waste; nor will the Authority permit its mains or service pipes to be connected in any way to any piping, tank, vat or other apparatus containing liquids, chemical, or any other matter which may flow back into the Authority's service pipes or mains, and consequently endanger the treatment process.

2.11 COMPLAINTS

Complaints with respect to the character of the service furnished, or the reading of the meters or of the bills rendered, must be made in writing at the Authority's office.

2.12 REASONABLE ACCESS

The properly identified authorized agents of the Authority shall have the right of access to the premises served, at all reasonable hours, for the purposes of reading meters, examining fixtures and pipes, observing the manner of use and discharge of water, and for any other purpose which is proper and necessary in the conduct of the Authority's business.

2.13 NO ORAL AGREEMENTS

No agent or employee of the Authority has authorization to bind it by any promise, agreement or representation not provided for in these rules.

2.14 CHANGING OF RULES AND REGULATIONS

The Authority reserves the right to change or amend, from time to time, these rules and regulations, and the rates for sewer service not covered by the bond indenture.

2.15 SEWER MAIN CONNECTION MAINTENANCE POLICY

When an Authority inspection indicates that a trap vent or cleanout riser is missing a cap, is damaged, or is allowing inflow/infiltration into the system the customer will be notified that the deficiency must be repaired or replaced within seven days. After that time period, the Authority will replace or repair the deficiency and the customer will be charged for parts and service.

2.16 PROHIBITED ACTIONS

2.16.1 No person shall place, shall discharge or shall permit to be placed or to be discharged upon public or private property any wastewater.

2.16.2 No person shall discharge or shall permit to be discharged to any natural outlet any wastewater.

2.16.3 No privy vault, cesspool, sinkhole, septic tank or similar receptacle shall be used or shall be maintained upon any improved property that has been connected to the wastewater collection system. Every such privy vault, cesspool, sinkhole, septic tank or similar receptacle in existence shall be abandoned and shall be cleansed and shall be filled, at the expense of the owner of such improved property, and such actions shall be in full compliance with all local, state and federal regulations. Any such privy vault, cesspool, sinkhole, septic tank or similar receptacle not so abandoned and, not cleansed and filled, shall constitute a nuisance, and such nuisance may be abated, as provided by law, at the expense of the owner of such improved property.

END OF SECTION