

UPPER MONTGOMERY JOINT AUTHORITY

GENERAL RATES, RULES & REGULATIONS

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UPPER MONTGOMERY JOINT AUTHORITY
RATES, RULES AND REGULATIONS

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ARTICLE I - GENERAL

(AUTHORITY PRACTICES & PROCEDURES)

Section 1 - Definitions

- A. "Authority" shall mean "Upper Montgomery Joint Authority" or "UMJA."
- B. "Building" is each separately owned, leased or occupied part of a Structure whether standing alone or physically connected by a party wall either vertically or horizontal and having its own means of egress, whether residential, commercial or industrial including but not limited to single-family residences, apartments, rowhouses or townhouses, duplex or twin houses, condominiums, offices, stores, warehouses and manufacturing facilities or any combinations thereof. Authority reserves the right to determine for itself the classification and use of any structure as a building.
- C. "Customer" is one who utilizes the services of Authority's Sewer System or an Owner who is legally obligated to connect to Authority's Sewer System and is obligated to pay to Authority for such services whether or not any agreement has been signed with Authority. Any Customer of Authority's services shall be bound to comply with all the provisions of Authority's Rates, Rules and Regulations, as set forth herein or as may be duly changed or modified by Resolution of Authority adopted at a Public Meeting (being known as "Rules").
- D. "Floor Area" is the sum of the area(s) of a floor or several floors of the Building or Structure designated for occupancy or use, including mezzanines, basements and finished usable attic areas, as measured from the exterior faces of the walls.
- E. "Owner" is one who owns, in fee, any Property that is connected or proposed to be connected to Authority's Sewer System, or one who owns, in fee, Property through which a sewer line has been or will be constructed.
- F. "Party Wall" is a wall or floor used to divide or separate two or more buildings or businesses and/or portions thereof.
- G. "Person" is any individual, group, sole proprietor, partnership, association, company, corporation or any other entity or group of entities.
- H. "Property" includes both land and buildings.
- I. "Sewer Service" is the connection directly or indirectly of any Property by pipe, hose, conduit or otherwise to any sewer main, interceptor, manhole or facility through which sewage flows into Authority's sewer system whether or not such sewer mains, interceptors, manholes or facilities are owned by Authority (being known as the "Sewer System").

J. "Structure" is anything built, constructed or erected with a fixed location on land, or attached to something having a fixed location on the land.

Section 2 - Billing and Payment

A. All charges are payable at such locations as Authority may, from time to time, designate, and, except as set forth below, are not deemed paid until payment is received by the Authority or its duly authorized collection agents. Sewer rental payments which are mailed shall be deemed paid as of the postmark date of the payment. Any payment received after the due date which was delivered to UMJA by the U.S. Postal Service in an envelope with no postmark, or an unreadable postmark, shall be deemed to have been made three business days prior to its actual delivery to UMJA. Sewer rental payments sent to UMJA directly from a customer's bank or other financial institution shall be deemed paid as of the date of the check issued by the bank or financial institution.

B. Checks must be made payable to "UMJA" or "Upper Montgomery Joint Authority".

C. The Customer's account number must be shown on the face of checks or money orders.

D. All fees for services of Authority other than rental fees, as set forth hereinafter, are payable in advance before any work or requested action shall be performed.

E. All escrow fees shall be payable in advance in accordance with these Rules and/or the various contracts and agreements requiring such escrow fees.

F. Failure of any Customer to receive a bill for services stated hereinabove shall not be considered an excuse for non-payment, nor shall such failure result in an extension of the period of time during which the net charge is payable.

G. Sewer rental billings shall commence effective as of the date UMJA has inspected and approved the physical connection of the private sewer facilities for that property into the Authority's system.

H. If a Customer's payment is by personal check which is dishonored for any reason, the payment will be deemed to have not been made, and a dishonored check charge in an amount stated on the Authority's fee schedule, will be added to the customer's account. Late charges will also apply if payment in "good funds" is not received by the Authority by the due date in accordance with Section 3 below. Good funds means a form of payment which makes the funds represented by the payment available to the Authority upon presentment or demand. If a Customer issues two (2) checks to the Authority which are dishonored within any six (6) month period, the

Authority will not accept personal checks from that Customer, for any reason, for a period of twelve (12) months after the date of the customer's last dishonored check. Any affected customer will be notified by the Authority's dishonored check policy.

Section 3 - Late Charges/Delinquencies

Sewer Billings

A. The due date for each sewer rental billing shall be twenty-one (21) days after billing date or on the next business day if the 21st day falls on a Saturday, Sunday or legal holiday.

B. If a bill is not paid in full on or before the due date (see Section 2.A. above), a fifteen percent (15%) late charge shall be levied on the unpaid balance except as follows:

(1) UMJA will waive the late payment penalty for a customer who has not made a late payment within the five (5) immediately preceding years, provided the request for the penalty to be waived by UMJA is made within ninety (90) days of the penalty being assessed.

C. If bills are not paid in full by the thirtieth (30th) day following the due date, the Authority may exercise its rights to have the water service to the property terminated in accordance with the Water Services Act, 53 P.D. §3102, 101 et seq. and any other applicable law.

D. In the event of non-payment by the thirtieth (30th) day following the due date, Authority personnel or solicitor are authorized to send a notice to the last known address of the Customer outlining the property lien procedure and costs involved including attorney fees in the event that payment in full hereunder is not paid to the Authority within thirty (30) days.

E. The Authority may authorize its solicitor to take the necessary steps to file a lien in the Court of Common Pleas at any time after a delinquency occurs.

F. If a payment to avoid water service shut-off is made by a personal check which is dishonored, a dishonored check fee will be added to the Customer's account, and the Customer will be given notice to make full payment of the account by cashier's check, money order or credit card within forty-eight (48) hours, or water service will be shut-off.

G. In the case of water service having already been turned off, it shall not be turned on again except upon:

1. Payment of all arrearages by cash, cashier's check or money order;
and

2. Payment of a service charge per Fee Schedule attached hereto for posting; and

H. All charges referred to in this Section are in accordance with the Fee Schedule attached hereto as Exhibit "A" as presently indicated and as may hereinafter be lawfully modified (hereinafter referred to as "Fee Schedule").

Section 3A Payment Plan for Delinquent Accounts

In the event a Customer's account is delinquent and the Authority has not already caused the water service to the Property to be terminated, the following minimum payments for delinquent amounts will be generally deemed acceptable. The Authority reserves the right, however, to require more substantial payments or a shorter repayment period, as it may determine. The minimum payment plan shall require payment of fifty percent (50%) of the delinquent balance up front, with the remaining balance to be paid on the date established by UMJA each month for the following six (6) months. In addition, all current quarterly bills becoming due must be paid on time. If the Customer fails to pay any payment due under the payment plan by the due date or fails to pay new quarterly bills by the due date, the plan shall be terminated and the Authority will proceed with all collection procedures available to it, including, but not limited to, water shutoff and/or filing one or more liens against the Property.

Section 3B - Adjustment of Claims

A. Except as provided in this Section 3B to the contrary, any charges by the Authority for Sewer Service rental charges, where calculated based upon water volume, must be sent by the Authority to the Customer on or before the last day of the third calendar year after the date on which the subject sewer services were provided. Such charges shall be limited to Sewer Service rental charges, which have been determined by the water meter reading at the Property in compliance with the Rules of the Authority then in effect, being those rates, which were then in effect at the time or times that such services were provided by the Authority. Any periods of time during the three (3) year period in which billing was not issued due to circumstances outside of the Authority's control, shall be added on to extend said three (3) year period.

B. If, for any reason, in the event that the amount of the aforementioned Sewer Service rental charges cannot be precisely calculated, the Executive Superintendent of the Authority, applying all records and information readily available related to the water and sewer usage of the Customer shall reasonably determine the amount of the total charges; which determination shall be binding upon the Authority and Customer, unless thereafter modified by the Authority Board.

C. The payment of the aforementioned charges must be paid in full in not more than twenty-four (24) equal monthly payments; however, no monthly payment shall be less than the sum of Twenty Five Dollars (\$25.00), with the first payment payable within thirty (30) days from the date of the aforementioned notice to the Customer

pursuant to Subparagraph A hereof and on the same day of the month for each subsequent monthly payment required hereunder.

D. In the event that any of the following events shall occur, the then remaining balance of the Sewer Service rental charges payable herein by the Customer shall immediately become due. The provisions of this Article related to collection processes, rights to lien, termination of service, late charges and legal fees shall be fully applicable to the same extent as any non-payment hereunder which is at least sixty (60) days delinquent so as to cause Subparagraph B of Section 3 of this Article to become then immediately applicable in addition to all other rights and remedies available to the Authority regarding the non-payment of any required payment which is greater than sixty (60) days delinquent.

1. Failure of the Customer to pay any monthly payment hereunder, in full, within ten (10) days of the due date;

2. Failure of the Customer to pay when due any current obligations related to Sewer Service rental charges provided by the Authority during the term of the aforementioned monthly payment arrangement; or

3. Failure of the Customer to adhere to all Rules of the Authority within ten (10) days after notice by the Authority indicating that such failure during the term of the monthly payment arrangements herein.

Section 4- Liens

A. All fees, rents, charges and expenses imposed by these Rules and allowed by law may be filed as a lien on the Property connected to the Sewer System, including those Properties to which capacity has been assigned, if they become delinquent. All liens shall be filed in the Office of the Prothonotary of Montgomery County, Pennsylvania and shall be collected in the manner provided by law for collecting municipal claims.

B. When a lien has been filed, it shall not be released until payment of all arrearages, fees, costs, attorney's fees, costs and late charges plus ten percent (10%) per annum interest charges commencing as of the date of filing the lien. All such payments shall be in cash, money order or cashier's check or such other arrangement as the Authority may approve.

Section 5 - Address of Record

A. Every Owner of Property or any Customer who has a connection to the Sewer Service, or who has a lateral installed to their Property, or who has purchased capacity, shall provide Authority initially, and thereafter keep Authority advised as to his correct mailing address.

Section 6 - Responsibility for Payment

A. The Owner and Customer shall at all times be jointly and severally responsible for payment of all charges for Authority's services.

Section 7 - Non-Limitation

A. Nothing herein set forth shall be construed as a limitation on the right of Authority to cause water service to be cut off for non-payment of charges.

Section 8 - Changes or Additions

A. Authority reserves the right to adopt, revise, change, amend and re-adopt, or add to, from time to time, these Rules and the Owner and Customer, by accepting Authority's services, agrees to be bound by any such changes whether or not expressly notified thereof.

ARTICLE II - RATES, FEES AND OTHER CHARGES

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ARTICLE II - RATES, FEES AND OTHER CHARGES

Section 1 - Imposition of Sewer Rentals or Charges

A. There is imposed upon Property served by the Sewer System or required to be connected into the Sewer System, an annual sewer rental, payable quarterly in arrears as hereinafter provided for the use, whether direct or indirect, of the Sewer System, based upon the Schedules as set forth in the Fee Schedule.

B. The annual sewer rental for each Dwelling Unit (sometimes called "D.U.") of each Property used exclusively as a private residence shall be payable quarterly in accordance with the Fee Schedule.

C. The Authority reserves the right to establish different rental rates for residential properties which do not have a water meter and those that do.

D. The annual sewer rental for each Equivalent Dwelling Unit (sometimes called "EDU") of any Property not used exclusively for residential purposes shall be payable quarterly in accordance with the Fee Schedule.

E. The portion of the sewer rental that is calculated, based upon the number of EDUs purchased for the Property, may be adjusted upward if the Authority determines that additional EDUs must be purchased for the Property based either on water meter readings over the past twelve (12) months billing cycle or anticipated expansion or change of the use of the Property. All adjustments shall be retroactive to the first quarterly billing cycle which indicates an EDU calculation increase.

1. The proper base EDU rental rate shall be determined by selecting or calculating the highest single quarterly billing of the Customer during the immediately preceding twelve (12) month billing cycle. The metered gallons of water usage for that billing quarter shall be divided by the current UMJA standard for EDU equivalency (234 gallons per day effective immediately) which may change from time to time. The result shall be rounded up to the next highest EDU. The result will equal the number of EDUs to be utilized to calculate the base sewer rental billing rate for that Customer and said rate shall be effective as of the quarter billing period utilized for these calculations. This section shall not apply to any single-family residential unit.

2. If a Customer claims that usage went up due to some unusual cause that the Customer can clearly document, the Authority may, in its sole discretion, review the situation and determine if any adjustment should be made.

Section 2 - Imposition of Tapping Fee Charges

A. There is hereby imposed upon the Owner of any Property connecting to any part of the Sewer System, a tapping fee as specified by Act 57 of 2003 and in accordance with the Fee Schedule, for each Dwelling Unit or Equivalent Dwelling Unit, as applicable.

B. The tapping fee shall be due and payable upon the earliest of the following events: 1) at the time application is made to Authority to make any tap into the Sewer System; 2) submitting a request for inspection of a tap to be made into the Sewer System; 3) making application for a building permit. No permission for a tap into the Sewer System or any inspection thereof shall be made by UMJA until the tapping fee has been paid in full. A customer having reserved capacity in the Sewer System shall be subject to this same rule."

C. Customers shall pay for any additional tapping fees determined by UMJA to be due as a result of the review of water usage or change of use or proposed expansion of use of the Property described above. In the event that additional tapping fees are due, they shall be due and payable within thirty (30) days of the date of the notice by UMJA to the Customer assessing the additional tapping fees.

Section 3 - Imposition of Connection Fees

A. There is hereby imposed upon the Owner of each Property connecting to the Sewer System a connection/inspection fee in accordance with the Fee Schedule, for each Dwelling Unit or Equivalent Dwelling Unit, as applicable.

B. The connection fee shall be due and payable at the time application is made to Authority to make a connection to the Sewer System, or upon the date such Owner shall have failed to make such application as required by these Rules.

Section 4 - Tapping Fees Where Water Usage Metered - Non-Residential

A. For any Building used or intended to be used in whole or in part for non-residential purposes which is connected to a metered water system where, if after two (2) full years of metered water usage, the Authority determines a higher number of EDUs than previously charged is due and payable, and if the Authority determines that it has capacity, Authority shall charge an additional tapping fee in accordance with the Fee Schedule per EDU for each additional EDU over the original number charged.

B. For a newly constructed building, should metered water usage indicate, after two (2) full years, a lower number of EDUs than previously estimated, the Owner may request, in writing, a refund of tapping fees paid. Such a request will only be considered if made before the end of the third (3rd) billing year. Upon receipt of such request, the Authority may, in its discretion, refund an amount equal to the number of

EDUs that it determines are in excess of the actual usage. Once such refund is paid, the property Owner shall lose all rights to the excess capacity and shall not be guaranteed the ability to purchase additional capacity in the future. If no refund is paid, the Owner shall retain all capacity for which it paid.

C. In the event the Authority determines that it does not have capacity to allocate to a new or existing Customer, it shall notify the Customer. Where a Customer's metered flow is in excess of the capacity for which the Customer has paid, the Authority may require the Customer to reduce its flow to within the capacity purchased by the Customer. In such event, the Authority shall notify the Customer of the reasons for such directive. Upon receipt of such directive by the Authority, the Customer shall cause its flow to be reduced as necessary within ninety (90) days.

Section 5 - Other Fees and Charges

A. Administrative and Posting Fees.

When an account becomes delinquent, there shall be fees charged in accordance with the Fee Schedule.

B. Letter of Certification

There shall be a fee in accordance with the Fee Schedule to prepare a Letter of Certification for Sewer Service.

C. Returned Checks or Payments

If a check or any other type instrument received by Authority in payment of any Authority's charges is returned due to insufficient funds, or for any other reason, the Customer shall pay a fee in accordance with the Fee Schedule to Authority, in addition to any other charges then due and payable. The return of any item to Authority due to insufficient funds, or for any other reason, will subject the Customer to the provisions here of relating to dishonored checks (see Article I, Section 2H) and will be sufficient grounds for Authority to require a deposit, as provided for in these Rules.

D. Sewer System Specifications

Authority, upon payment of a fee in accordance with the Fee Schedule, shall furnish construction specifications and material requirements for extension to, or connection to, the Sewer System.

E. Sewer System Plans

For any plan of the Sewer System, there shall be a charge in accordance with the Fee Schedule.

F. Sampling Fees

For obtaining a sample, transporting the sample to a qualified laboratory, and cost of having a laboratory analyze the sample to determine biochemical oxygen demand (BOD) and concentration of suspended solids (SS), or any other test required or deemed necessary by Authority, (whether or not requested by the Customer), there shall be a charge in accordance with the Fee Schedule.

Section 6 - Agreements

A. Development/Improvement Agreements

For the preparation by Authority of its standard Development/Improvement Agreement with developer for Sewer Services for a property(ies), Authority shall charge developer a fee its costs for the preparation of the Agreement.

B. Extension, Supplemental and Assignment Agreements

Extension agreements for an extension of time under the Development/Improvement Agreement, or Supplemental Agreements relative to State road openings, or an Assignment Agreement for assigning a Development/Improvement Agreement to another developer and/or Escrow Agent, shall be prepared by Authority for a fee in accordance with the Fee Schedule.

All supplemental agreements are subject to change and can be changed by negotiation with Authority, when special circumstances dictate, as Authority shall determine. If changed, additional Charges therefor shall be made in accordance with the Fee Schedule.

Section 7 - Expenses of Authority Personnel

When Authority is requested, or required, to have any of its personnel perform any engineering, inspection, administration, testing, review or other work, or perform any services for any system or facility, for either a Customer, a developer, Owner or other Person, Authority shall charge such party in accordance with the Fee Schedule.

Section 8 - Engineering, Legal and/or Consulting Expenses

When Authority is requested, or required, as Authority shall determine, to have any work or services performed by its Consulting Engineer, Solicitor or any other outside consultant for a Customer, developer, Owner or any Person, Authority shall charge such party in accordance with the Fee Schedule.

Section 9 - Feasibility Study Fees

A. For each development, or proposed use, submitted for the purpose of determining the feasibility of connection to Sewer System, a fee for such review shall be charged based on the time involved for Authority personnel and consultants in accordance with the Fee Schedule.

B. If Authority is required, or requested, to complete a Sewage Facilities Planning Module, a fee shall be charged in accordance with the Fee Schedule.

Section 10 - Television Inspection Fees

When Authority is requested to conduct televised inspection of private sewer laterals, or if in the Authority's sole determination such work is required, Authority shall charge for such televising, in accordance with the Fee Schedule.

**ARTICLE III - SEWER SERVICE - CONNECTIONS, CAPACITY,
MISCELLANEOUS REGULATIONS**

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**ARTICLE III - SEWER SERVICE - CONNECTIONS, CAPACITY,
MISCELLANEOUS REGULATIONS**

Section 1 - Dwelling Unit Defined

A. "Dwelling Unit" shall mean any single-family house, apartment, condominium unit, mobile home, rented room or other enclosure occupied or intended for occupancy by an individual, a family or group of persons living together as a family and provided such dwelling has a toilet within the unit for discharge of waste water into the Authority's System.

B. Each separate Dwelling Unit shall be assigned one (1) EDU as defined below.

Section 2-Equivalent Dwelling Unit Defined

A. An Equivalent Dwelling Unit (EDU) is a unit of measure of use and reserved capacity within the Authority's System established by the Authority to be equal to a Dwelling Unit. All EDUs shall be computed to the next higher whole number. Fractions or decimal parts of EDUs shall not be used. Every property connected to the Authority's System will have at least one (1) EDU assigned to it and be charged for same.

B. Flow per Equivalent Dwelling Unit (EDU) shall mean up to 234 gallons per day.

C. One Equivalent Dwelling Unit shall be charged at the same rates as a Dwelling Unit, and such charges shall include tapping fees, connection fees, tap and saddle fees, and sewer rentals.

D. Sewer rental rates and calculation of the number of EDUs to be assigned to a property, other than for a single Dwelling Unit as defined above, shall be calculated using metered water usage for the property or use in question provided that the property or use has a water meter approved by the Authority.

E. Hospitals, nursing homes, assisted care facilities and similar commercial facilities with rooms or units which are intended for occupancy along with a level of personal care for the occupant(s) provided by staff will be measured by flow, provided water consumption is metered.

F. A house with two or more separate dwelling units which have separate entrances, and separate toilet facilities, such a house with in-law quarters, will be charged one (1) EDU for each separate dwelling unit.

G. When water meter records or other flow records acceptable to the Authority are not available, the following schedule shall be used to determine estimated water usage for the purpose of computing EDUs.

Type of Use	EDU Value
Residential Dwelling Unit	1
Combination of Single-Family Dwelling and a listed use from below	1 plus EDU(s) calculated for second use from below
Apartment Building	1 per apartment unit
Fire House w/o Social Quarters	1
Post Office	1
Church	1
Retail Store	1 per 3,000 sq. ft. or 1 per 10 employees
Enclosed Shopping Mall	1 per 2,000 sq. ft.
Office or Professional Building	1 per 1,000 sq. ft.
Warehouse	1 per 25,000 sq. ft.
Doctor's Office	1 per 2 examining rooms
Dentist's Office	1 per 3 dental chairs
Gas Station w/o Car Wash Facilities	2 per service connection
Gas Station w/ Car Wash Facilities	3 per service connection
Automobile Service Station	1 per 1 bay
 Hotel/Motel, in addition to restaurant or bar:	
• Each living unit w/o kitchen and/or laundry in unit	1 per 2.5 rooms
• Each living unit w/ kitchen and/or laundry in unit	1 per room

Restaurant, Bar Room, etc.	1 per 10 seats
Hospital	1 per 1.5 beds
Rest Home/Nursing Facility	1 per 3- patients/employees
Funeral Home	1 per 2 viewing rooms
Public/private Day School or Day Care School section	1 per 15 students, teachers, (see also 8 below) employees
School with student dormitories	1 per 3 pupils
Laundromat	1 per 4 washing machines
Movie Theater	1 per 100 seats
Bowling Alley	1 per 2 lanes
Barber Shop	1 per 4 chairs
Beauty Salon	1 per 3 chairs
Health/Fitness Club	1 per 3,500 sq. ft.
Fraternal/Social Club	1 per 30 seats
Commercial Swimming Pool	3

2. If it is determined by the Authority that a property does not have an acceptable meter to measure water consumption and the property use is not set forth in the above schedule, the Authority reserves the right to determine which listed use is most applicable to the subject property or apply such other methodology for establishing the EDUs for the subject property as it deems appropriate.

3. In case of a combination of uses on a property or within any building and if the EDUs are calculated according to the foregoing schedule, the EDUs for each use shall be totaled together.

4. At the Authority's discretion, any non-residential user may be required to install a water meter or, if not connected to public water, then a sewage flow meter may be required.

Section 3 - Residential and Non-residential Combination Usage

A. Each accessory or combination uses of any property that is used for a combination of residential and non-residential purposes and such uses are separated by a door or wall and where each use has separate toilet facilities will be charged at least one (1) EDU for each separate use. A greater number of EDU's may be charged for each use depending on its metered water flow. When the residential portion of the property is a single Dwelling, the Dwelling portion will only require one EDU. If there is no metered flow data acceptable to the Authority to utilize then the schedule above will be utilized. Where the property is served by a private well, the Owner, at such Owner's sole cost and expense, may, if approved by the Authority, install a meter on the Owner's well of the type approved and sealed by Authority to determine water usage. If a well meter is approved for the property, the owner does hereby grant to the Authority the right to enter onto the property and inspect the meter when it deems necessary.

B. The Authority may, but shall not be required to, re-determine the number of Equivalent Dwelling Units for which each use on a property or in a building will be rated in the future for sewer rental purposes based upon the highest quarter's reading from the water meter for a period of at least twelve (12) full consecutive months based on the highest quarter. All tapping fee charges, or rental rate charges which are increased, shall be retroactive to the first day of the highest quarterly usage. No refunds on any type fee previously charged and paid shall be made by Authority, if the information filed reveals a lower indicated sewer rental or charge than that estimated by Authority.

C. If the owner of a property relinquishes one or more EDU's of capacity and if the Authority thereafter changes its regulations in such a way that would cause the property to require additional EDU's and provided that the property's use did not change in the interim, then in that instance, the property would not be charged a tapping fee to reacquire any EDU's which had been relinquished.

D. No use on a property, either residential or non-residential, shall be rated at less than one (1) Equivalent Dwelling Unit for any purpose.

Section 4 - Allocated Discharge Capacity

A. Capacity to discharge into the Authority's Sewer System may only be granted by the Authority. Capacity may not be transferred between any parties or properties unless approved by the Authority in accordance with these regulations.

B. When a person or entity owns two or more properties within the Act 537 service area of the Authority (Act 537 Area) and where one of such properties has already been allocated more than one (1) EDU of sewer capacity, then that common owner may apply to the Authority for transfer of some but not all of the allocated capacity from one of the owner's properties to one or more of the common owner's other properties within the Act 537 Area, provided that all of the following criteria are met:

1. There must be common ownership of the properties for which sewer capacity is sought to be transferred. Common Ownership shall mean that more than fifty percent (50%) of the ownership interest of each property involved in the proposed transfer within the Act 537 Area must be held by the identical person or entity. Written documentation, acceptable to the Authority, must be provided to prove Common Ownership. The Authority shall have the final and absolute discretion to determine whether Common Ownership exists for the purpose of permitting a transfer of sewer capacity;
2. Sewer capacity may be permitted to be transferred to more than one other property under Common Ownership within the Act 537 Area;
3. Once sewer capacity has been permitted to be transferred to a property, no further transfer of sewer capacity may be made from that property to any other property for two (2) years from the date of the transfer.
4. Neither the Common Owner nor any other person or entity shall give or receive any form of payment or consideration for the transfer of sewer capacity;
5. The owner shall execute a written agreement with the Authority confirming his understanding and agreement with all of the provisions hereof in a form satisfactory to the Authority and indemnifying the Authority from any and all costs or liability; and
6. The Common Owner shall pay to the Authority all administrative costs, legal and engineering fees incurred by the Authority to review and if approved, to effectuate the transfer of sewer capacity.

C. If the Executive Superintendent of the Authority, in his sole and absolute discretion determines that a proposed transfer of sewer capacity satisfies all of the requirements above, then the Executive Superintendent shall have the legal authority to approve such sewer capacity transfer.

D. Any decision or other action by the Pa. Department of Environmental Protection or other Commonwealth or Federal agency with jurisdiction disapproving or disallowing such a transfer of sewer capacity will prevent or invalidate any transfer. In such a situation, the Authority shall have no duty, obligation nor liability to the property owner, his successors, personal representatives or assigns, the sewer capacity shall revert to the originating property and the owner of the property which received the transferred sewer capacity shall immediately pay to the Authority the tapping fee in effect at that time.

E. Nothing contained herein shall prohibit a property owner from surrendering allocated sewer capacity for a property which has been allocated more than one (1) EDU of sewer capacity back to the Authority.

Section 5 - Estimation of Sewer Rental

A If the Owner of any property (including any school) fails to provide Authority with complete information which the Authority determines, in its sole discretion, is required to compute the proper EDUs, Authority may estimate a reasonable applicable estimated charge for any such property and such estimated charge shall be the actual rental rate payable until the required information is provided to the Authority. No refunds shall be made by Authority, if the information filed reveals a lower indicated number of EDUs than the estimated charge.

Section 6 - Sewer Service for Less Than One Quarter

A For service periods of less than one (1) quarter of a calendar year, the rental rate and the computation of the volume of water consumed or the volume of discharge to the Sewer System, whichever is applicable, may be proportionately adjusted. No credit, refund or allowance shall be made for non-use of the Sewer Service once a lateral has been installed to the property on which a Building is located.

Section 7 - Unusual Circumstances

A Nothing herein contained shall be deemed to prohibit Authority from entering into separate agreements with any Owner with respect to the rental rate to be imposed in those cases when, due to seasonal fluctuations or other unusual circumstances, the rental rate herein shall be deemed by Authority to be unfair or inequitable.

Section 8 - Schools

A For every school, including day care, public, parochial, or private, elementary or secondary, college, trade or vocational schools, other than dormitory buildings which shall be determined separately, fifteen (15) pupils shall constitute one (1) Equivalent Dwelling Unit for connection fees, tapping fees, tap and saddle fees and initially also for sewer rental purposes.

B. The number of pupils in attendance in such school or other educational institution shall be determined by taking the average of the daily number of pupils in attendance (exclusive of weekend and school vacation days) for the last full school term or semester preceding the school term or semester, in which the sewer connection is to be made or for a new school, the proposed number of pupils of the school, adjusted for anticipated normal absences.

C. In calculating the number of pupils, teachers, administrative personnel and school employees shall be classified as pupils.

D. The Chief School Administrator shall supply to Authority, prior to connection, complete pupil information to enable Authority to determine the number of EDUs to be assigned to the school. If the Chief School Administrator should fail to provide this information to Authority, prior to the date on which sewer connection is made, Authority may estimate the number of EDUs to be assigned to the school for connection fees, tapping fees, tap and saddle fees and for the first-year rental.

E. If the school is not connected to a water system, then for rental purposes only, on or before October 1st of each year, after connection of the school to Sewer System, the Chief School Administrator of each school shall file a sworn statement with Authority setting forth the pupil information for the complete previous school term or semester to enable Authority to compute the rental for the school for the forthcoming fiscal year of Authority.

F. If a school is connected to a water system and metered, after one (1) full calendar quarter of water usage by the school, the sewer rental shall be calculated upon the water consumption of the school.

G. If a school is not connected to a water system, the school or School District (in the case of public schools), for the purpose of rental calculation only, may install a meter of the type approved by Authority and sealed by Authority. Such meter shall be used to determine water usage so as to calculate the amount of sewage discharged into the Sewer System by the school.

H. After such meter has been installed and read by Authority for a period of at least twelve (12) full consecutive months, Authority may, but shall not be required to, re-determine the number of Equivalent Dwelling Units for which the school shall be rated in the future for rental purposes only. This rating may be recalculated annually based on the previous twelve (12) months water usage and meter reading, but Authority shall not be required to re-rate annually

Section 9 - Regulations for Connection

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

B. Application for a permit required under Subsection A above, shall be made by the Owner of the Property served or to be served or his duly authorized agent who shall give satisfactory proof of this authority.

C. No Person shall make, or cause to be made, any connection of any Property to the Sewer System until such Person shall have fulfilled each of the following conditions:

1. Notified the appropriate Authority officials of the desire and

intention to connect to the Sewer System and shall have satisfied all Authority requirements with respect to such connection;

2. Applied for, and obtained, permits as required in Subsection A above; and

3. Given Authority at least ninety-six (96) hours' notice of the time when such connection will be made so that Authority may supervise and inspect the work of connection and conduct necessary testing; and

4. Furnished satisfactory evidence to Authority that all connection fees and tapping fees and all other Charges imposed by Authority have been paid.

D. Each Property shall be connected separately and independently with the Sewer System. Grouping of more than one Building on a single building sewer lateral shall not be permitted, except as approved by Authority, in its sole discretion, under special circumstances and for good sanitary reasons but then only after special permission of Authority, in writing, shall have been secured. Such exception shall be subject to such rules, regulations and conditions as may be prescribed by Authority. Cost or expense to Owner shall not be considered good reason for grouping.

Vertical condominiums shall be permitted to use a single sewer lateral but shall pay all fees, Charges and sewer rental imposed on each as a separate Dwelling Unit. Location of connection to the sewer lateral shall be subject to approval by Authority.

E. All costs and expenses of connecting any Building to the Sewer System shall be borne by the Owner and such Owner shall indemnify and save harmless Authority from any and all loss or damage that may be occasioned, directly or indirectly, by Authority as a result of, or caused by the connection with Sewer System, whether said loss or damage is due to, or caused by, or alleged to be caused by, the negligence of Owner or Authority or the agents, servants, workmen or contractors of any of them.

F. All Buildings shall be connected to the Sewer System at the place designated by Authority. The invert of a Sewer Lateral at the point of connection to the Service Connection shall be at a higher elevation than the invert of the pipe to which the connection is to be made. A proper joint, as Authority shall determine, shall be made and the connection of a sewer service connection to the lateral shall be made, secure and watertight, as provided by the Township Code Enforcement Office. Connection of sewer service connection to sewer lateral shall be inspected by Township.

G. Where a Property is served by its own sewage disposal system or device, at the time of connection to the Sewer System, the then existing Sewer Lateral on the Property shall be broken on the Building side of such sewage disposal system or device and an attachment shall be made with proper fittings to continue such Sewer Lateral from the Building to the Service Connection.

H. No connection to Sewer System shall be covered until it has been inspected and approved by the Authority. If any part of such connection is covered before being so inspected and approved, it shall be uncovered for inspection at the cost and expense of the Owner.

I. Every Sewer Lateral of any Property shall be maintained by the Owner at all times in a sanitary and safe operating condition and free of all infiltration and inflow as set forth in the Rules of the Authority.

J. Every excavation for connection to Sewer System shall be properly guarded with sufficient barricades and lights to adequately protect all Persons from damage or injury. Authority is empowered to determine sufficiency and adequacy of such protection. Streets, sidewalks and other Property disturbed in the course of connecting the Sewer System shall be restored at the cost and expense of Owner in a manner satisfactory to Authority and all other governmental entities having jurisdiction.

K. All Owners who desire to connect a Building to Sewer System where no sewer lateral has been installed to the land on which such Building is located shall be required, at Owner's sole cost and expense, and at no cost and expense to Authority, to install a sewer lateral from the land to be served by Authority's mains. The installation of said sewer lateral shall be made in accordance with Authority's current specifications for the installation of sewer laterals and the installation shall be subject to inspection by Authority's personnel prior to the time the trench is backfilled. If the sewer lateral trench is backfilled prior to inspection by Authority's personnel, Owner shall be required to excavate the trench to expose the sewer lateral for Authority's inspection. If any portion of the sewer lateral trench is in a public right-of-way, the trench shall additionally be subject to inspection by the public entity owning the right-of-way prior to being backfilled.

L. Connection of individual house sewer laterals into the Authority's sanitary sewer interceptors shall not be allowed without written approval by Authority. Any Owner desiring to connect to an interceptor shall make such a request in writing to Authority and shall submit detailed plans of the proposed connection. Authority shall not be required to permit such connection if it is not in the best interest of Authority, as determined by Authority.

1. The connection of a sewer lateral into Authority's interceptor, when permitted by Authority, shall be done in a manner and form approved in advance by Authority, and such connections shall comply with Section 8, Subsection L, Paragraphs 1 and 2 hereof; and

2. Before any connection into Authority's interceptor is made, the Owner who desires to connect into such sanitary sewer interceptor must agree, in writing, to protect, defend, indemnify and forever hold harmless from any liability, or claim of liability, on account of any personal injury or property damage, resulting from, or alleged to result from, the connection of the Property into Sewer System, regardless of whether

the liability, claims of liability, personal injury, property damage, or claim of personal injury or property damage, results from, or is alleged to result from, any carelessness, recklessness, or negligence on the part of Authority, its officers, agents, workmen or employees.

Section 10 - Regulations Governing Admission of Wastes Into the Sewer System

Revoked by Resolution 2020-10 on October 13, 2020.

Section 11 - Prohibited Discharges into Authority's Sewer System

A. Intent

It is the intent of these Regulations to diminish and reduce the volume of Infiltration and Inflow into the Authority's System, as defined herein, as required by law. It shall be a violation of these Regulations for any Person to knowingly cause or permit any Infiltration or Inflow to enter into the Authority's System or to create or permit any Infiltration/Inflow Source to exist on Real Estate under the ownership or control of such Person.

B. Definitions

Authority- The Upper Montgomery Joint Authority, its board of directors, employees, professional consultants and authorized agents. The Upper Montgomery Joint Authority is a joint municipal authority formed by the Boroughs of Pennsburg, Red Hill and East Greenville, pursuant to the Pennsylvania Municipality Authorities Act.

Authority's System-All components of the sanitary sewerage system owned, operated and maintained by the Authority but excluding Private Sanitary Sewer Laterals, as defined herein, and other Private Sanitary Sewer Facilities, as defined herein.

Determination of Compliance - A determination by the Authority that the Private Sanitary Sewer Facilities are in satisfactory condition and that no remediation work is necessary as of the date of inspection.

Infiltration / Inflow - Groundwater, surface water, subsurface water, storm water or any other waters, other than sewage, entering into the Authority's System. Examples include, but are not limited to, any of the following which are connected into the sanitary sewer system: sump pumps; downspouts; foundation drains; floor drains; and leaking sewer pipes or manholes.

Infiltration/ Inflow Source - The point, location or connection where Infiltration and/or Inflow enters the Authority's System. Examples include, but are not limited to, any of the following which are connected into the sanitary sewer system: sump pumps; downspouts; foundation drains; floor drains; and leaking sewer pipes or manholes.

Person-Any person, firm, partnership, corporation, institution, agency, authority or other legal entity recognized by law.

Private Sanitary Sewer Facilities - Any pipe, conduit, manhole, pump, equipment or component of a sanitary sewer system, both inside and outside of any building, located on Real Estate, connected to the Authority's System but not having been dedicated to or accepted by the Authority as part of the Authority's System. A Private Sanitary Sewer Lateral is part of the Private Sanitary Sewer Facilities.

Private Sanitary Sewer Lateral - That portion of any Private Sanitary Sewer Facility consisting of a pipe which is not owned by the Authority, but which is connected to and running from a building through Real Estate to the curb line or edge of paving of a public street, road or alley, or running through Real Estate up to the boundary line of an easement or right-of-way owned by the Upper Montgomery Joint Authority. Private Sanitary Sewer Laterals usually do not include those sanitary sewer pipes located within public streets, roads or alleys or within any easement or right-of-way owned by the Authority, but if a street, road or alley is widened, causing part of an existing private sanitary sewer lateral to be located within the public right-of-way, that portion of the private sanitary sewer lateral shall remain private and not become part of the conveyance system owned by the Upper Montgomery Joint Authority. A Private Sanitary Sewer Lateral is part of the Private Sanitary Sewer Facilities.

Real Estate - Real property including the land and any dwellings, other buildings and improvements located thereon.

Sewage - As defined by the Pennsylvania Sewage Facilities Act, as amended, is any substance that contains any of the waste products or excrement or other discharge from the bodies of human beings or animals and any noxious or deleterious substances being harmful or inimical to public health, or to animal or aquatic life, or to the use of water for domestic supply or recreation, or which constitutes pollution under the Act commonly known as the Clean Streams Law, as amended, 35 P.S. § 691.1 et seq.

Sewer Fixture - any plumbing fixture designed for the purpose of emptying into a sanitary sewer system.

User - Real Estate owner and/or occupier.

Urgent circumstances- Circumstances regarding issues of substantial danger to public health and/or safety as judged by the Authority.

C. Responsibility of Real Estate owners and occupiers

Any person(s) owning or occupying any Real Estate upon which Private Sanitary Sewer Facilities are located which are connected to the Authority's System, including, but not limited to, single-family or duplex residences, mobile homes and/or trailer parks, apartments, places of business, schools, hospitals, churches, structures of any kind,

vacant buildings, or vacant land shall be responsible for the inspection, maintenance, repair and operational integrity of all Private Sanitary Sewer Facilities on the Real Estate up to the Authority System and for all water and other substances which are permitted to flow into and through such Private Sanitary Sewer Facilities into the Authority's System. No Real Estate owner or occupier shall cause or permit any Infiltration/Inflow to flow into the Authority's System from the owner's or occupier's Real Estate and shall have the responsibility to eliminate the same in accordance with these Regulations.

D. Inspection of Private Sanitary Sewer Facilities

1. All Private Sanitary Sewer Facilities situate on Real Estate which are connected to and served by the Authority's System are subject to such inspection and testing as the Authority shall determine from time to time to be necessary to promote the general health and welfare of the public and the business of the Authority pursuant to the powers granted to the Authority by all federal, state and local laws including, but not limited to, the Pennsylvania Municipality Authorities Act.

2. The Authority, its employees and agents, in performing their duties and authorized functions under these Regulations shall be empowered, subject to the requirements set forth below, to enter upon any Real Estate between the hours of 7 A.M. and 7 P.M. Monday through Friday (unless Urgent Circumstances require otherwise) for the purpose of determining whether any Infiltration/Inflow Source exists on such Real Estate by means of visual inspections, closed-circuit TV, dye and/or smoke testing, pressure testing, electro scanning, and/or other accepted inspection and/or testing methods. The Authority shall first seek permission from the owner or occupier of such Real Estate to enter into any building or perform testing that could cause any intrusion into any building thereon for the purpose of inspection and testing. No inspection or testing of the interior of a building shall be conducted unless the owner or occupier of the Real Estate or his authorized representative is present at the time of inspection or testing or unless granted by court order.

3. The Authority specifically reserves the right to conduct such inspections and testing on any Real Estate which does not intrude into the interior of any building, without prior notice or permission of the owner, tenant or occupier of Real Estate.

E. Building Inspection Request. Effect of Refusal.

1. If the Authority verbally requests and is initially refused permission from any Real Estate owner or occupier to enter a building for the purpose of inspection or testing inside of a building in order to enforce these Regulations, the Authority shall deliver a written inspection and/or testing request to the owner via personal delivery, certified mail or other delivery method which permits proof of delivery and receipt. The written request shall seek permission to inspect or test within ten (10) days of the date of delivery of the written request. Refusal by a Real Estate owner or occupier to permit the requested inspection or testing shall constitute a violation of these Regulations and subject such owner to the penalties and remedies of the Authority as prescribed herein unless the owner presents evidence satisfactory to the Authority that there is no Infiltration/Inflow Source on the Real Estate. In the event that permission is not granted by the owner or occupier of the Real Estate, the Authority shall have the right to make appropriate application to the Court of Common Pleas for authorization to enter into any buildings for such purposes and recover all costs it incurs, including reasonable attorney's fees, as a result of the owner or occupier's refusal.

2. A request for a lien certification for the sale of Real Estate shall be presumed to be a consent by the owner of the Real Estate to the Authority's inspection and testing of all Private Sanitary Sewer Facilities both inside and outside the buildings or improvements on the Real Estate in accordance with these Regulations. In the event that the owner prohibits the Authority from inspecting or testing as herein described, no lien certification will be issued by the Authority. UMJA reserves the right to give notice of such refusal to any parties, realtors and other municipal bodies. Upon receipt of a request for lien certification, the Authority may send written notice of these Regulations in their entirety or in summary form, as determined in the sole discretion of Authority, to the owner, prospective buyer, the settlement company and the realtors, as applicable.

F. Written Reports of inspections and Testing.

1. The Authority will, in the course of its activities of inspection and testing, provide written notice to the Real Estate owner and/or occupier of the results of its inspection and testing ("Inspection Report"). A copy of each Inspection Report shall be kept on file at the Authority's office.

2. In the event that the inspection and testing were performed for the sale or transfer of Real Estate, the Authority will also provide a copy of the Inspection Report to such third parties as deemed appropriate by the Authority.

G. Notice and Completion of Remediation Work.

The Inspection Report will state whether or not remediation work is required and, if required, shall state what must be done. Upon receipt of an Inspection Report from the Authority, the owner of the Real Estate shall perform such remediation work in accordance with the Protocol for Intra-Lot Gravity Lateral Pipe Inspection & Repair

established by the Authority and attached hereto as Appendix "A" ("Protocol"). The remediation work shall be performed within Thirty (30) days of the date of the Inspection Report. The Authority may grant extensions of this time period if, in the sole discretion of the Authority, there is just cause for the granting of an extension. The owner of the Real Estate shall be responsible for all costs associated with the remediation work.

The owner shall schedule the remediation work following the procedures set forth in the Protocol. Prior to the commencement of the remediation work, the owner shall provide the Authority with the anticipated date(s) of the remediation work. The Authority, in its sole discretion, may be present to inspect the remediation work while in progress.

Upon completion of the remediation work, the owner shall notify the Authority in writing that the remediation work has been completed, after which the Authority will perform an inspection and issue a revised Inspection Report. If the Authority determines that no further remediation work is necessary, the Authority shall issue a Determination of Compliance. A Determination of Compliance shall not be a warranty or representation of any kind regarding the current or future condition of the Private Sanitary Sewer Facilities. The issuance of a Determination of Compliance shall not exempt any Private Sanitary Sewer Facilities or any Real Estate from further testing and inspection after the date of the Determination of Compliance. If the Authority determines that additional remediation work is necessary, it will be set forth in a revised Inspection Report.

H. Inspection Required Prior to Sale or Transfer of Real Estate or Upgrade or Remodel of Building Adding One or More Sewer Fixtures

1. All Private Sanitary Sewer Facilities situate on Real Estate which is connected to and served by the Authority's System are subject to inspection and testing prior to the sale or transfer of the Real Estate or upgrade or remodel of a building or other improvement situate on the Real Estate to which one or more Sewer Fixtures is added ("Upgrade") in accordance with these Regulations.

2. The owner of the Real Estate shall file a Request for Inspection on the form prescribed by the Authority at least 30 (thirty) days prior to the settlement date or deed execution date for the transfer of the Real Estate or commencement of work for the Upgrade.

3. In the event that the Authority determines, as a result of the inspection and testing described herein, that remediation work is necessary, said remediation work shall be completed by the owner in accordance with the Inspection Report as soon as possible prior to the settlement date or deed execution date for the transfer of the Real Estate or commencement of work for the Upgrade.

4. The owner shall schedule the remediation work following the

procedures set forth in the Protocol. Prior to the commencement of the remediation work, the owner shall provide the Authority with the anticipated date(s) of the remediation work. The Authority, in its sole discretion, may be present to inspect the remediation work while in progress.

5. Upon completion of the remediation work, the owner shall notify the Authority in writing that the remediation work has been completed, after which the Authority will schedule an inspection. If the Authority determines that no further remediation work is necessary, the Authority shall issue a Determination of Compliance. If the Authority determines that additional remediation work is necessary, it will issue a revised Inspection Report in accordance with these Regulations setting forth the remediation work required.

6. In the event that a Determination of Compliance has not been issued prior the sale or transfer of the Real Estate because the owner will not have completed the remediation work, then one of the following must occur:

a. The sale or transfer of Real Estate shall be postponed until such time as a Determination of Compliance is issued; or

b. The buyer or proposed transferee of the Real Estate shall execute an agreement with the Authority agreeing to perform the remediation work required by the Authority no later than thirty (30) days following the settlement date or deed execution date for the transfer of the Real Estate and shall fully comply with these Regulations at his/her/its sole expense ("Buyer Agreement"); and

(1) The Buyer Agreement shall require that funds be placed in escrow with the Authority to pay for the remediation work plus twenty percent (20%) contingency and costs. The Buyer Agreement shall state that in the event that the remediation work is not completed as required, the Authority shall have the right to utilize the escrowed funds to have the remediation work performed and to reimburse the Authority for all of its administrative, professional and legal costs in connection with preparation and administration of the Buyer Agreement. The Agreement shall further state that the buyer of the Real Estate authorizes the Authority to enter onto the Real Estate, enter into the residence or any other buildings situate on said Real Estate, and perform any and all work necessary to complete the remediation work. The Authority further has the right to lien said Real Estate for the unpaid balance of the costs related to the remediation work incurred by the Authority.

(2) The Buyer or transferee shall pay the Authority the cost of preparation of the Buyer Agreement and establishing the escrow account, as further set forth in the Buyer Agreement.

c. Upon satisfactory completion of the remediation work, the Authority shall issue a Determination of Compliance and return any funds remaining in the escrow account to the party specified in the Buyer Agreement.

7. In the event of a sheriff's sale or other involuntary transfer of the Real Estate, the buyer or transferee shall assume the sole responsibility and expense for obtaining a Determination of Compliance including, but not limited to, performing any necessary remediation work in accordance with this Section.

I. Urgent Circumstances - Powers of the Authority

1. In the event that the owner of Real Estate fails to have performed the necessary remediation work within the time permitted by the Authority or if the Authority determines that Urgent Circumstances exist, the Authority shall have the right, but not the obligation, to undertake to have the necessary remediation work completed by its employees or a third party at the expense of the owner of the Real Estate without further notice to such owner and to charge the cost for such work to the owner of the Real Estate. In such event the owner shall reimburse the Authority for all costs and expenses relating to the remediation work, including engineering and legal fees. The owner shall reimburse the Authority within thirty (30) days after the date of the notice by the Authority to the owner setting forth the amount due to the Authority.

2. In addition to such powers, the Authority shall have the right to take all actions authorized by law and equity including, but not limited to, the right to obtain a court order requiring that the remediation be performed and/or the right to file a municipal lien or liens for the collection of all costs and expenses incurred by the Authority to evaluate and perform the remediation work, either by its employees or contractors and all costs, including attorneys' fees incurred in order to recover all other costs and expenses.

J. Prosecution and Penalties.

Any Person that fails to perform remediation work after notice by the Authority, or violates or fails to comply with any provision of these Regulations and/or the notices, orders, rules, regulations and permits issued may be prosecuted by the Authority in the court of a District Justice and upon conviction thereof, be subject to a civil fine equal to the lesser of the amount of One Thousand Dollars (\$1,000.00) for each violation or the maximum penalty set forth in the Pennsylvania Sewage Facilities Act, 35 P.S. Section 750.13 as amended, whichever is greater, plus all costs of prosecution, including but not limited to attorneys' fees. Each day on which a violation shall occur or continue to occur shall be deemed a separate and distinct violation. All fines shall be payable to the Authority. Unpaid fines, costs, expenses and fees incurred by the Authority to enforce these Regulations may be filed as a lien against the subject property as may be authorized by law.

K. Additional Powers of the Authority.

1. In addition to all other powers granted herein, the Authority may

recover damages, costs, expenses, interest, penalties, reasonable attorneys' fees, court costs, court reporter's fees, other court costs and expenses of litigation by appropriate suit at law and/or equity or filing of municipal claims against the Real Estate, the owner thereof or other person found to have violated these Regulations or the notices, orders, rules, regulations, and permits issued hereunder.

2. In addition to the foregoing, the Authority shall have the power to institute an action in a court of competent jurisdiction in law or in equity to restrain, prevent or correct any violation of these Regulations and for recovery of all costs and expenses incurred by the Authority in enforcing these Regulations and bringing such action, including but not limited to attorneys' fees.

L. Severability.

The provisions of these regulations are severable and if any section, sentence, clause, or phrase shall be held by a court of competent jurisdiction to be illegal, invalid or unconstitutional, the remaining portions of these regulations shall not be affected or impaired hereby.

Section 12 - Permits from Governmental and Other Agencies

A. In addition to any Authority permits and Charges, Customer shall obtain and pay for all other permits required by any governmental entity (Federal, State or local).

B. Customer shall comply with all requirements of such entities, including methods of construction, types of material, methods of backfill, methods of repaving, methods of protection and warning, and all other applicable specifications imposed by such entity.

C. Developers shall obtain all permits required by any governmental entities (Federal, State or local) or required by any other entities having a legal requirement for permits prior to executing any agreements for developments with Authority.

D. Applications for permits shall be based upon designs and plans that have been reviewed by Authority's engineer, and such plans shall incorporate all changes, corrections, and modifications requested at that time by Authority's engineer.

E. No work shall be commenced until all required permits have been received and all required agreements have been executed.

F. All PennDOT and DEP permits shall be in the name of Upper Montgomery Joint Authority.

Section 13 - Remedies of Authority

The Authority shall have the right to strictly enforce all provisions of these Regulations through all lawful means including, but not limited to, bringing actions in a court of competent jurisdiction for equitable relief and/or damages.

ARTICLE IV - RESERVATION OF CAPACITY

Section 1	Purpose
Section 2	Scope
Section 3	Definitions
Section 4	Application; Action Thereon
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Section 7	Reserved Capacity Not Assignable
Section 8	Reservation of Capacity Fee Imposition
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ARTICLE IV. RESERVATION OF CAPACITY

Section 1: **Purpose.** The Board of the Upper Montgomery Joint Authority ("Authority") has determined that an allocation to and reservation by property owners and developers of sanitary sewer system (Sewer System as defined in these regulations) capacity for future use is beneficial for orderly planning and development for both the Authority, owners and developers. The Authority's Sewer System has limited capacity. There is a cost to the Authority and its current customers to maintain available new capacity for future development. When an owner or developer reserves capacity in the Sewer System, such reserved capacity is unavailable to other persons who may have immediate need for it. It is, therefore, in the public interest that owners, developers and other prospective users reserve capacity for their needs and pay for the cost of reserving the capacity to ensure that capacity will be available to them when desired. The purpose of these Regulations is to provide for the imposition and collection of a charge to reserve such capacity to be known as the "reservation of capacity fee", or sometimes hereafter and otherwise referred to as the "ROC" and "ROC fee".

Section 2: **Scope.** These Regulations shall apply to the entire Sewer System of the Authority and to the areas of the Authority designated in the future, from time to time, as being within the sewer service area served directly by the Authority's sewer plant.

Section 3: **Definitions.**

When used in these Regulations, the following words, terms and phrases shall have meanings as follows:

- (a) "Board" -The governing body of the Upper Montgomery Joint Authority.
- (b) "Developer" - Any landowner, or sometimes hereafter and otherwise referred to as "Owner", agent of such landowner, or tenant with the permission of such landowner, who makes or causes to be made a subdivision of land or a land development as defined by the Penna. Municipalities Planning Code and includes other prospective users of the Authority's Sewer System served through the sewer plant of the Authority.
- (c) "DEP" -The Department of Environmental Protection of the Commonwealth of Pennsylvania or its successor in authority.
- (d) "Owner" - is one who owns, in fee, any Property that is connected or proposed to be connected to Authority's Sewer System, or one who owns, in fee, Property through which a sewer line has been or will be constructed.
- (e) "Person" - is any individual, group, sole proprietor, partnership, association, company, corporation or any other entity or group of entities.

(f) "Planning Module" -The DEP Sewage Facilities Planning Module for new land development required for submission by a municipality on behalf of the Owner or Developer to DEP for approval as a revision to the official Sewage Facility Plan of the Authority.

(g) "Reserved Capacity" - The sewage volume or capacity conditionally allocated to and reserved by an Owner or Developer in the Authority's Sewer System for his property.

(h) "Reservation of Capacity Agreement" or "ROC Agreement" - The Agreement between the Owner or Developer and the Authority setting forth the terms and conditions for capacity reservation.

(i) "Reservation of Capacity Fee" or "ROC Fee" - The charge or fee imposed by the Authority pursuant to these Regulations when an Owner or Developer has requested the Authority to reserve sanitary sewer capacity for one or more EDU's, in connection with a preliminary subdivision or land development plan which said fee shall be determined by the Authority from time to time in accordance with law.

Section 4. Application: Action Thereon.

(a) All Owners and Developers who desire to reserve sewer capacity in the Authority's Sewer System, prior to securing a building permit for the property or properties, shall file with the Authority a completed Reservation of Capacity Application in the form as may be approved by the Authority from time to time and which shall identify the site information and requested allocation to and reservation of sanitary sewer capacity for the development in terms of the number of EDU's applicable to said development.

(b) All Owners or Developers shall execute, within fifteen (15) days of receipt of the Reservation of Capacity Application, a Reservation of Capacity Agreement as approved and provided by the Authority. Once the Authority has determined the necessary capacity to serve the property and has received all necessary approvals from DEP and otherwise to reserve capacity, the Authority will execute the Reservation of Capacity Agreement at which point it shall be effective. Said Agreement shall set forth the sewer capacity reserved, the calculation of the amount of the Reservation of Capacity Fee payment and acknowledgment of receipt of said payment. Said Reservation of Capacity Agreement shall be valid for a period of one (1) year from the date of the Agreement provided all provisions thereof are fully complied with by the Owner or Developer. **NOTE: All sewer capacity will be reserved conditionally and not absolutely since ultimately the Pa DEP has final authority over how capacity is issued.**

(c) The Authority shall, in its sole discretion, based upon engineering advice and all other factors and conditions relating to the Sewer System existing at the time of consideration of the application and the particular development plan, determine the sewer capacity, if any, to be conditionally allocated to and reserved by the applicant for the development.

(d) If after one (1) year from the date of execution of said Reservation of Capacity Agreement, the Owner or Developer has not secured building permits and paid all tapping fees for all of the capacity originally reserved under said Reservation of Capacity Agreement, the Owner or developer shall make application to the Authority for continued reserve capacity if so desired. Said application shall be processed as a new application in accordance with the provisions of these Regulations. Such renewal application shall be given priority consideration over any pending initial applications for reserve capacity.

(e) In the event that the DEP shall fail to issue or shall cancel, revoke or stay the effectiveness of any reservation or permit for any reason, or should it for any reason impose a ban on connections or extensions to the Authority's sanitary sewer system plant, the Authority shall not as a result thereof incur any liability of any nature to an Owner, Developer or any other Person as a result of the actions taken by DEP.

Section 5. Adjustments to Capacity. In the event that the Reserved Capacity conditionally allocated to any Owner or Developer shall be determined to be in excess of or insufficient for the property and the Owner or developer desires to request additional Reserved Capacity or release any existing Reserved Capacity, such request shall be processed as a new application in accordance with the provisions of Section 4 of this Ordinance.

Section 6. Cancellation of Capacity. A Developer may, at any time, upon written application to and approval thereof by the Authority, cancel all or any portion of the Reserved Capacity conditionally allocated to and reserved by said Owner or Developer. Such cancellation shall be effective as of the beginning of the next full month following cancellation, and any prorated unused reservation of capacity fee from the effective date of cancellation to the end of the period for which the Reserved Capacity Fee was paid will be refunded.

Section 7. Reserved Capacity Not Assignable.

(a) Reserved Capacity conditionally allocated to an Owner or Developer for a specific property shall apply to and be valid only for such property and may not be assigned to other property.

(b) Reserved Capacity shall remain with the property and, upon the sale or conveyance of any means of any property for which capacity has been reserved, the Reserved Capacity applicable to such property shall automatically be assigned to the new Owner thereof, with or without a formal assignment of such Reserved Capacity.

(c) Except as provided in paragraph (b) of this section, Reserved Capacity for a property shall not be sold, transferred or assigned to any other person for the use of any other property.

Section 8. Reservation of Capacity Fee Imposition.

(a) A quarterly Reservation of Capacity Fee for the reservation of sewer capacity is hereby imposed upon the Owners or Developers who have Reserved Capacity for their property in accordance with these Regulations and shall be subject to the terms of all Rules and Regulations of the Authority.

(b) The Reservation of Capacity Fee shall be applicable and continue in effect until any of the following events occur:

(1) On non-approval of the plan of the development by the municipality having jurisdiction;

(2) Modification or revision of the plan of development, or change of use of the property;

(3) Withdrawal of the plan of development documented by the Applicant to the municipality having jurisdiction and to the Authority along with the request that the Reserved Capacity be released by the Authority;

(4) Tapping fees for the property have not been paid within one (1) year of the signing of the Reservation of Capacity Agreement;

(5) A period of one (1) year from the date of signing of the ROC Agreement has expired; or

(6) As individual units of the property covered by this Agreement apply for and are issued building permits, the applicable tapping fee imposed by the Authority has been paid, after which sewer rental bills will be issued.

(7) Orders or directives are issued by Pa DEP that eliminates or restricts Reserved Capacity.

Section 9. Existing Approved Planning Module. From the effective date of these Regulations, an Owner or Developer shall have sixty (60) days to execute a Reservation of Capacity Agreement for each EDU shown on a Planning Module approved prior to the effective date hereof, except for such EDU for which the Owner or Developer has already paid the tapping fee in full. If the Owner or Developer does not enter into a Reservation of Capacity Agreement for said EDU's as shown on such approved plan within sixty (60) days of the effective date of these Regulations and pay applicable Reservation of Capacity fees, the Authority is not

obligated to reserve sewer capacity for the EDU's which may be required for the property of the Owner or Developer. The Owner or Developer shall be at risk as to whether said capacity shall be available at the time the Owner or Developer shall make an application for a building permit for an improvement to be constructed on the property. After a period of one (1) year from the effective date of these Regulations, the Owner shall be required to submit an application for Reserve Capacity and pay a Reservation of Capacity Fee for each EDU shown on such Planning Module, except for such EDU for which the Owner has paid the tapping fee in full and in effect at the time of issue of the Building Permit. The new Reservation of Capacity Application shall be placed for consideration by the Authority behind the most recent application received by other Owners or Developers.

Section 10. Amount of Reservation of Capacity Fee. The Reservation of Capacity Fee shall be \$340.00 per year billed quarterly. Said Fee may be recalculated by the Authority annually. When and if the Fee is changed, the changed fee shall be effective immediately for all Owners and Developers and their properties including those with signed Reservation of Capacity Agreements. Changes to the fee will be shown on the Rate Schedule which is a part of the Authority's Regulations.

Section 11. Due Dates and Collection of Reservation of Capacity Fee

(a) The Reservation of Capacity Fee shall become payable by an Owner or Developer to the Authority as of the date that the Reservation of Capacity Application is approved and Reservation of Capacity Agreement is signed by the Authority.

(b) The Reservation of Capacity Fee shall be paid on a quarterly basis after the Reservation of Capacity Agreement is approved by the Authority.

(c) The Reservation of Capacity Fee shall be payable for each EDU as approved in the Planning Module or as otherwise determined by the Authority.

(d) If any Reservation of Capacity is cancelled pursuant to Section 8(b) hereof during the year, any Reservation of Capacity Fee for any period beyond the cancellation date shall be prorated and the unused charges shall be repaid to the Owner or Developer.

Section 12. Effect of Failure to Pay Charges.

(a) The due date of the Reservation of Capacity fee and penalty for late payment thereof shall be calculated in accordance with Article I, Section 3 of the Upper Montgomery Joint Authority Rates, Rules & Regulations effective December 6, 2011, as revised.

(b) All payments which shall be due and remain unpaid for a period of ninety (90) days shall be entered as a lien pursuant to the Pennsylvania municipal lien law against the real estate of the developer for which such charges were unpaid.

(c) The Authority may, in its discretion, cancel all or any portion of the remaining Reserved Capacity of a subdivision or land development for which a payment shall be due and remains unpaid for a period of ninety (90) days.

Section 13. Adjustment to Charges. Annually, after completion of the annual billing period, an Owner or Developer who has Reserved Capacity may apply to the Authority to have the Reserved Capacity and charges adjusted to reflect capacity utilized by connection to the sanitary sewage system during the preceding period

(a) Residential subdivisions. For each EDU connected to the system during such period and for which the full tapping fee has been paid, the Owner or Developer's Reserved Capacity shall be reduced by one EDU, and the Reservation of Capacity Fee for the current period shall be reduced to reflect each EDU so connected.

(b) All other subdivisions, land developments and projects. The Authority, in accordance with its Regulations, will determine if any adjustment to the Reservation of Capacity Fee is warranted based on the changes to the property use and number of EDU's determined by the Authority to be needed.

Section 14. Amendment of Rates. The rates established for the Reservation of Capacity Fee as set forth in Section 10 hereof may be amended hereafter from time to time by the Board by duly adopted resolution and noted in the rate schedule which is part of these Regulations. Said rates shall be calculated as permitted by law.

6.	<u>Engineer Fees</u> - see Engineer Rate Schedule attached	
7.	<u>Sewer Certification</u>	\$ 35.00
8.	<u>Returned Check Fee</u>	\$ 50.00
9.	<u>Sewer System Specifications</u>	\$ 125.00
10.	<u>Sewer System Plans</u>	\$ 15.00/page
11.	<u>UMJA Regulations</u> - complete set	\$.25/page
12.	<u>Sampling Fees</u> - time and material as described above	
13.	<u>Inspections and Miscellaneous Fees:</u>	
	Manhole Coring	\$250.00/Manhole
	Drill Rental for Installation of Saddle Connection	\$120.00/Saddle
	Television Inspection of Private Lateral	\$250.00/Lateral
	Television Inspection of Private Lateral from Main	\$500.00/Lateral
	Tap Inspection	\$360.00/tap
	Manhole Inspection	\$500.00/Manhole
	Pressure Clearing	\$275.00 for the 1 st Hour, \$175.00/hour for each hour thereafter
	Mainline Inspection	Time & Materials
	Administrative Fees	Time & Materials
14.	<u>Interest on Delinquent Accounts after Lien filed</u>	10% per annum
15.	<u>Rates for Authority Personnel</u>	
	Executive Superintendent	\$57.90
	Assistant Superintendent	\$53.60
	Chief Operator	\$49.28
	Lab Supervisor	\$42.21
	Collection System Operator	\$34.45
	Laborer/Trainee	\$29.21
	Bookkeeper	\$39.94
	Billing Secretary	\$35.30
	Administrative Assistant	\$35.30

16. Sewer Facility Planning Module Review Fee
- | | |
|--|--|
| Planning Module Review | (Cost included as part of plan review) |
| Planning Module Preparation Fee
(minimum fee based on Engineer's prevailing rate) | \$ 2,500.00 |
17. Sewage Facility Plan Review Escrow (All fees listed below are to be paid in the form of an escrow which must be posted prior to the commencement of any work by the Authority's Engineer and/or Solicitor.)
- | | |
|--|---------------|
| a. Single Family Dwelling | \$3,500.00 |
| b. Subdivision consisting of no more than two (2) EDUs | \$5,000.00 |
| c. Development consisting of three (3) or more EDUs | \$10,000.00 |
| | (minimum fee) |
18. Water Shut-off Procedure Fees
- | | |
|--|--------------------|
| In-Office Services and Property Posting | \$150.00 |
| Field Services for being present at property
for water shut-off | \$75.00 |
| Water tum-off or tum-on charge - recurring
charges | |
| East Greenville | \$40.00 |
| Pennsburg | \$25.00 |
| Red Hill | \$25.00 to \$50.00 |
- All additional fees UMJA is required to pay to any water provider for water shut-off or tum-on, as may be assessed from time to time
19. Reservation of Capacity Fee \$340.00/year (billed quarterly)
20. Transfer of Capacity
- | | |
|--|--------------------|
| a. <u>Administrative Fee.</u> A one-time, non-refundable fee sought to be transferred must be submitted to the Authority with the application | \$30.00/EDU |
| b. <u>Escrow for Professional Fees.</u> The escrow is for payment of the professional consultants' fees of the authority. The escrow must be replenished as determined by the Authority. Actual fees are based on professional consultant's hourly rates published herein and are nonrefundable. | \$500.00 (minimum) |

21. Right to Know Expenses

Black & White Copies	\$0.25/page
Color Copies	\$0.50/page
Conversion to paper	\$0.25/page
Certification	\$5.00/Record
CD/DVD/Flash Drive	Actual Cost
Blueprints and Specialized Documents	Actual Cost
Facsimiles	Actual Cost
Other Media	Actual Cost
Postage	Actual Cost

22. Fats, Oils, and Grease Program.

FOG Permit Fee	\$75.00
Failure to make application Penalty	\$50.00
Fines	
First Offense	Written Warning
Second Offense	\$300.00
Third Offense	\$600.00
Fourth Offense	\$1,000.00

UMJA Solicitor Fees for Collection of Delinquent Accounts

<u>Legal Services</u>	<u>Fee for Services</u>
Initial Review and sending demand letter	\$80.00
Prepare and file Lien and Satisfaction	\$250.00
Serve Municipal lien on Customer and prepare to file Affidavit of Service	\$80.00
Reinstatement of Lien	\$80.00
Prepare and file Writ of Scire Facias	\$310.00
Obtain reissued Writ of Scire Facias	\$80.00
Prepare Motion for Alternate Service	\$275.00
Prepare Default Judgment	\$200.00
Prepare letter under Pa R.C.P. 237.1	\$80.00
Prepare Writ of Execution	\$950.00
Attendance at Sheriffs sale, review Schedule of Distribution and resolve Distribution issues	\$800.00
Prepare Petition to Re-access damages	\$250.00
Prepare Petition for Fire & Clean sale	\$400.00
Preparation and filing of Civil Complaint with District Justice	\$150.00
Attendance and representation at District Justice hearing	\$300.00
Prepare and file Notice of Executions; Notice to Defendant	\$150.00
Obtain Order and filing of Notice of Judgment/transcript of Civil case	\$150.00
Service not covered above - prevailing current hourly rate of solicitor	

Approved 12.6.11
Correction approved 2.7.12
Amendment approved 6.5.12
Amendment approved 4.2.13
Amendment approved 4.1.14
Amendment approved 4.7.15
Amendment approved 7.7.15
Amendment approved 9.1.15
Amendment approved 3.1.16
Amendment approved 4.5.16
Amendment approved 2.7.17
Amendment approved 8.8.17
Amendment approved 3.6.18
Amendment approved 12.4.18
Amendment approved 6.15.2023

Spotts, Stevens and McCoy | 2023 Rate Schedule

[VALID THROUGH DECEMBER 31, 2023] Description ⁽¹⁾	Hourly Rate
Administrative Support	\$60
Technician, Project Support	\$88
Design Drafter, Specialist I, GIS Technician, Project Representative, Construction Observer, Graduate Surveyor	\$102
Designer, Graduate Planner, Specialist II, Senior Project Representative, Senior Construction Observer, Graduate Engineer, Graduate Geologist, Environmental Specialist, GIS Specialist, IEQ Specialist, Graduate Landscape Architect, Technical Specialist, Survey Crew Chief, Energy Specialist	\$120
Senior Designer, Surveyor, Planner, Specialist III, GIS Analyst, Senior Environmental Specialist, Engineer, Geologist, Senior Survey Crew Chief, Energy Analyst, Senior Graduate Geologist, Senior Graduate Engineer	\$130
Project Engineer, Project Geologist, Specialist IV, Registered Landscape Architect, Senior Industrial Hygienist, Certified Planner, Project Manager, Construction Specialist, Senior Planner, Senior Surveyor, Sr. GIS Analyst	\$144
Technical Manager, Senior Engineer, Senior Geologist, Senior Certified Planner, Senior EHS Specialist, Senior Project Manager, Senior Registered Landscape Architect, Specialist V, Senior Technical Specialist	\$152

These rates apply to all projects executed and billed on a standard time and expense basis. These rates do not include applicable sales tax. Project related expenses chargeable to the client include travel and living expenses for all personnel required to be away from the office in connection with the work; postage and shipping costs of samples and other materials; job expendable materials and supplies; special equipment rental; printing; reproduction; and the use of SSM Group, Inc. and its employees' vehicles. Overtime rates of 1.5 times normal rates apply to non-exempt employees for projects requiring overtime previously approved by the client. The services of outside consultants or specialists are charged at cost plus ten percent (10%). Standard billing terms apply.

(1) The terms "Engineer", "Land Surveyor" and "Geologist" are strictly limited to those individuals who are registered professionals in their respective disciplines. Use of these terms in titles or by reference is governed by the Engineer, Land Surveyor and Geologist Registration Law, 63 P.S. § 148 et seq and Regulations of the State Registration Board for Professional Engineers, Land Surveyors and Geologists, 49 PA CODE, Chapter 37. The Specialist categories above include graduate engineers, graduate land surveyors and graduate geologists not registered in Pennsylvania.

Appendix A

**UPPER MONTGOMERY JOINT AUTHORITY
PROTOCOL FOR
INTRA-LOT INSPECTION & REPAIR
PRIVATE SANITARY SEWER FACILITIES**

When it has been determined, as the result of a closed circuit television and/or other type of inspection by UMJA personnel, that private sanitary sewage facilities are in disrepair thus allowing extraneous ground and/or surface water to enter UMJA's sewage collection system and thus causing the connection to be deemed illegal under both UMJA and PADEP rules and regulations, the following procedures shall be followed by the lot owner or its designated agent.

1. Owner and/or its plumber and plumbing contractor shall contact UMJA, attention Executive Superintendent at (215) 679-5133, to obtain, gain access to or otherwise inspect all information (e.g., CCTV images, still photos) such as to allow owner a better understanding of the general location and magnitude of the problem gravity sanitary lateral pipe(s) within owner's lot.
2. In advance of retaining someone to facilitate the necessary repairs, Owner shall check applicable Borough (either East Greenville, Pennsburg, or Red Hill) or Upper Hanover Township ordinance to determine if local registration and/or pre-qualification and permitting for work is required for any plumbers, general contractor or plumbing contractor they may retain.
3. Owner shall be solely responsible for retaining and paying a qualified plumber, general contractor, or plumbing contractor to perform all actual repair work.
4. It is suggested that any individual plumber or plumbing/general contractor retained by lot owner to facilitate any repair be required to show proof of insurance prior to being retained.
5. Prior to the initiation of any excavation, contractor shall thoroughly examine the site to determine working room, site access constraints and related conditions.
6. Prior to the initiation of construction and within the time designated in state statutes, contractor shall make the requisite construction PA ONE CALL.
7. At the pre-determined location of the probable pipe defect, contractor shall excavate to expose the pipe.

8. Once the pipe is exposed, contractor shall stabilize the area in and around the excavation. No further work will be done until UMJA is contacted.
9. Upon notification, UMJA's designated representative will inspect the area of exposed pipe after which the following repair protocol shall be followed:
 - a. CAST IRON PIPE
 - (1) If a root(s) intrusion or a cracked pipe(s) or a crushed pipe(s) or a leaking joint(s) or a joint(s) that show evidence of leaking are encountered, then the owner must either reline the entire pipe or remove and replace the entire lateral with a new 4"0 SDR 26 PVC lateral from the property line to a point below the vertical projection of the outside face of the dwelling or building. The option of relining the entire lateral should be considered under those circumstances where root intrusion or cracked/crushed pipe is evident or where leaking at pipe joints is evident.
 - b. POLYVINYL CHLORIDE PIPE (PVC)
 - (1) If a root(s) intrusion or a cracked pipe(s) or a crushed pipe(s) or a leaking joint(s) or a joint(s) that show evidence of leaking are encountered, spot repairs such as the use of spool pieces and Dresser® clamps will be allowed. Owner will also be allowed the option of replacing the entire lateral with a new 4" 0 SDR 26 PVC lateral from the property line to a point below the vertical projection of the outside face of the dwelling or building. The option of relining the entire lateral should be considered under those circumstances where no root intrusion or cracked/crushed pipe is evident but where leaking at pipe joints is evident.
 - c. CLAY PIPE - VITRIFIED OR NON-VITRIFIED
 - (1) If a root(s) intrusion or a cracked pipe(s) or a crushed pipe(s) or a leaking joint(s) or a joint(s) that show evidence of leaking are encountered, then the owner must either reline the entire pipe or remove and replace the entire lateral with a new 4"0 SDR 26 PVC lateral from the property line to a point below the vertical projection of the outside face of the dwelling or building.
 - d. INACTIVE LATERALS (ALL PIPE TYPES)
 - (1) If the lateral is determined to be inactive in that it is currently connected to UMJA's sewage collection system but no longer connected to a building, house, or other source of sanitary sewage discharge, UMJA must be contacted prior to any work being performed. UMJA will

inspect condition prior to and during servicing. The owner must permanently seal the lateral at the transition from the UMJA service lateral to the private lateral. The lateral line shall be plugged with non-shrink cement grout for approximately 18 inches in length. Care shall be taken to ensure that the cement grout is not allowed to enter or extend into the sewer.

10. UMJA shall be notified of date and timeframe when defective pipe is to be removed so it can inspect via closed circuit television to determine if any other repairs are needed. No excavation can be back-filled until UMJA's representative has inspected and, if necessary, tested the repair and, having found all to be acceptable, has given approval to commence with back-filling. If the repairs are deemed by UMJA to be unsatisfactory, the UMJA representative will state so, and the owner will be responsible for having the repairs performed satisfactorily. Any new or additional repairs required as a result of a disapproval by UMJA shall require the owner to notify UMJA prior to backfilling and permitting a follow-up inspection by UMJA. This process shall be repeated as necessary until UMJA has given its written approval of the repairs.
11. All backfill shall be with either clean native material that is free of large rocks, roots, clods, foreign objects, or any other dense, sharp edged non compactable material or with select material. Initial backfill and pipe bedding extending from 4" under to 12" over the repaired section shall be select material as specified by UMJA. Care shall be taken that nothing other than select material is used within the 4" under to 12" over pipe envelope.
12. The initial grade of the existing lateral shall be maintained.
13. UMJA may require the installation of a double-way cleanout at the transition point between UMJA's service lateral and the private lateral and a cleanout manhole for future access.
14. Owners are advised that it is in their long-term interest not to plant trees or deep-rooted large plants or shrubs directly over the route of the lateral. They are further advised not to place any building addition foundation or footings, or patio piers or footings or any other type of either heavy or load bearing structural member over the lateral.
15. Owners are further advised to keep a written record of measurements by which the exact location of the lateral can be re-established without future excavation.