

*Millcreek Township*

*Millcreek Township Sewer Authority*

***RULES AND REGULATIONS***

***GOVERNING THE***

***SANITARY SEWER SYSTEM***

*Adopted March 30, 2004*

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## I. GOVERNING LAWS AND REGULATIONS

These Rules and Regulations are intended to supplement and implement regulations set forth in a number of statutes, ordinances and administrative regulations, as amended and reenacted, these including but not limited to:

- Sewage Facilities Act (Act 537)
- Municipal Authorities Act
- Regulations of the Pennsylvania Department of Environmental Protection (Title 25, Pennsylvania Code)
- Regulations of the Erie County Department of Health
- Millcreek Township Sewer Use Ordinance
- Millcreek Township Sewer Rental Ordinance
- Millcreek Township Public & Private Improvements Code
- Millcreek Township Subdivision & Land Development Ordinance
- Millcreek Township Zoning Ordinance

These Rules and Regulations generally will not repeat substance in these or other laws, ordinances and regulations.

The Township and/or the Authority, as is applicable, shall in January of each year establish personnel rates for that calendar year which include base wages and all benefits. These rates as certified shall be the basis for assessment of personnel charges and overtime rates as they may be imposed under these Rules and Regulations.

## **II. LICENSES, FEES, CHARGES AND FINANCIAL SECURITY**

### **License Required**

No contractor not properly licensed by the Township and the Authority shall perform work related to or involving connection or repair to the sanitary sewer system.

### **Standards for Grant and Retention of License**

A plumber or other contractor holding a current and valid plumbing license issued by the City of Erie shall be eligible to receive and hold a license to perform work involving connections or repairs to the sanitary sewer system.

A copy of a current and valid license issued by the City of Erie shall accompany an application for license, and shall serve as proof that standards for grant of a license have been met.

A contractor must have and maintain in force at all times while an issued license remains in effect liability and workers' compensation insurance protecting the Township and the Authority and third persons from personal injury, property damages, death and other damages arising out of or as a consequence of the contractor's acts or omissions. Minimum limits and required provisions of such insurance are as set forth on the Application for Contractor License form adopted as part of these Rules and Regulations.

Lapse, suspension, revocation or other termination of a City of Erie plumbing license shall be just cause for revocation or suspension of a license issued by the Township and/or the Authority. A person or firm licensed by the Township and/or the Authority whose City of Erie plumbing license is suspended, revoked or terminates by lapse or any other cause shall be obligated to give written notice of such suspension, revocation or termination to the Township or the Authority within five (5) days after receiving notice of such suspension, revocation or termination by the City of Erie.

### **License Application and Fees**

A license fee of \$50.00 is hereby established which is to be paid upon application by a contractor for a license to perform work involving connections or repairs to connections to the sanitary sewer system, pursuant to provisions of Section 1.07.3 of the Sewer Use Ordinance, as may in the future be amended. This fee is imposed on a one-time basis so long as the contractor-licensee remains in good standing. In the event of revocation of a license, a contractor shall be required to pay a new license application fee prior to issuance of a new license.

Application for a license shall be made on the Application for Contractor License Form attached to these Rules and Regulations, as it may in the future be amended. An application must be completed in full.

### **Refusal to Grant License**

The Township and/or the Authority may in its or their discretion refuse to grant or issue a license to any applicant who (a) does not meet eligibility requirements for grant of a license; or (b) fails to submit a complete application and/or provide all required insurance and other information; or (c) fails to tender the financial security required under this Section; or (d) makes a material misrepresentation on the application for registration.

### **Suspension or Revocation of License**

The Township and/or the Authority may suspend or revoke a previously issued license upon a determination that:

- The Applicant has made a material misrepresentation on the application for registration; or
- The Applicant has made a material misrepresentation on an application for permit to connect to the sanitary sewer system; or
- Applicant/Licensee has allowed his, her or its City of Erie plumbing license to lapse, or such license otherwise has been suspended, revoked or terminated; or
- Licensee has failed to maintain in full force and effect all liability and workers' compensation insurance as required by these Rules and Regulations; or
- Licensee has failed to comply with performance or construction standards governing work on the sanitary sewer system; or
- Applicant/Licensee has failed to comply with the Sewer Use Ordinance or these Rules and Regulations.

### **Acceptable Financial Security**

The financial security for proper performance of work subject to a permit to connect or repair a connection to the sanitary sewer system must be in one of the following forms:

- Cash, cashier's check or certified check; or
- Irrevocable letter of credit issued by a Federal- or Commonwealth-chartered lending institution; or
- Restrictive or escrow account(s) in a Federal- or Commonwealth-chartered lending institution.

Surety, performance or similar bonds shall not be acceptable as financial security.

## **Purpose and Required Substance of Financial Security**

Financial security tendered pursuant to issuance of any permit to effect, alter, modify or terminate a connection to the sanitary sewer system shall be tendered and held as security for the proper performance of the work and payment of sums subject to the requested permit in full compliance with the Sewer Use Ordinance, the issued permit and these Rules and Regulations, and to guarantee repairs to streets and/or sewer facilities required as a consequence of such work.

- A. Financial security paid by cashier's or certified check shall be payable to Millcreek Township.
- B. An irrevocable letter of credit shall name Millcreek Township and the Millcreek Township Sewer Authority as beneficiaries and identify the applicant or the applicant's contractor as the obligor. A letter of credit shall further provide that:
  - (i) The letter of credit is given as financial security for the obligor's proper performance of all work in connection with effecting, altering, modifying or terminating a described connection to the sanitary sewer system;
  - (ii) Such letter of credit shall be effective for a period of not less than one (1) year from the date of its issuance;
  - (iii) Upon written certification that work has not been performed in accordance with the issued permit and/or applicable regulations and standards, Millcreek Township and/or the Millcreek Township Sewer Authority, at its or their sole election and free from any claim by the obligor or the issuer, may demand and collect up to the full amount of the letter of credit;
  - (iv) Should work required under the issued permit and applicable regulations not be completed and certified as completed within one year after the date of issuance, the letter of credit shall automatically be extended for an additional period of one year;
  - (v) Should the issuer elect not to renew the letter of credit, it shall give the beneficiaries at least thirty (30) days' prior written notice of its election not to renew, in which event Millcreek Township and/or the Sewer Authority may, upon written demand and free from any claim by the obligor or the issuer, draw up to the full amount of the security.
- C. A restrictive or escrow account must expressly name Millcreek Township as owner (subject to proper performance and release of the security) or specifically assign to Millcreek Township the right to recover up to the full amount of the account as required to defray or reimburse expenses, attorneys' fees and other damages sustained as a consequence of the work and/or secure payment of sums due pursuant to the permit.

### **Required Amount of Financial Security**

Financial security in the amount of Five Thousand Dollars (\$5,000.00) shall be tendered prior to issuance of a permit. Where the applicant or contractor requests or has requested permits for multiple active sites, the total amount of financial security shall be Ten Thousand Dollars (\$10,000.00). All sums received as financial security shall be held and administered in accordance with the following Section.

### **Administration of Financial Security**

All financial security tendered to ensure the proper performance of work and payment of all sums due under a permit shall be held solely for that purpose. Cash or payment by cashier's or certified check shall be retained in an account restricted to use as deposit of financial security. In the event the Township or the Authority determines that an applicant or a contractor has violated the Ordinance, the issued permit or these Rules and Regulations such that the security must be used to repair damage or effect payment of sums due, it or they shall, prior to exercising rights against the security, give to the obligor written notice of intention to do so.

Financial security shall not be released unless all work has been made available for inspection as required by the Sewer Use Ordinance and these Rules and Regulations, and work as completed has been certified as being in compliance with all applicable regulations.

All security shall be released upon certification that all work or payments required have been performed or paid, and written notice of such certification shall be given to the obligor, to the issuer of a letter of credit or to the custodian or escrow agent for a secured or restricted account. Upon completion of required work and payment of sums due in connection with a permit, all sums remaining in the financial security shall be refunded to the obligor.

### **Forms**

Forms for applications for permits, contractors' applications for license and financial security shall be as set forth in the Forms section of these Rules and Regulations.

### **Payment of Fees and Charges**

The Township or the Authority shall not issue permits, licenses or certifications until all fees due therefor have been paid in full.

The Township and/or the Authority may require payment of a deposit toward fees or costs to ensure full payment of undetermined charges. Any sums remaining in a deposit in excess of actual costs shall be refunded to the payor.

**Permit Fees**

Fees to be paid for issuance of a permit to connect to the public and private sewer system or of a permit to repair a building sewer are as follows:

<b>Permit fee for Connection</b>	<b>\$250.00</b>
<b>Permit fee for Repair to or Modification of Building Sewer</b>	<b>\$ 75.00</b>

If a permit expires as defined in the Sewer Use Ordinance, a new permit fee shall be payable upon any subsequent application.

See Section 8 re. fees where owner voluntarily effects termination of an unlawful connection.

**Inspection Fees**

Where an owner, contractor or other person requests that the Township or the Authority perform inspection of work outside of regular Township business hours, a fee for overtime services shall be assessed, in addition to base fees otherwise due for services, in the sum of \$80.00.

The above overtime fee is based on 2004 employee compensation and benefit rates. This fee shall be adjusted annually upon certification by the Township Treasurer or the Authority of then current employee compensation and benefit rates for inspectors (See Section 1).

**Fees for Certification of Existing Connections**

A base fee of \$100.00 is hereby established for provision by the Township and the Authority of inspection services and certification of findings as to existing connections upon request of a property owner or authorized person as provided in Section 1.13.6 of the Sewer Use Ordinance.

This base fee shall cover costs of the following services by the Township or the Authority: (a) field inquiry and scheduling of visit to the premises; (b) office investigation (including identification of soils and water table data); (c) property reconnaissance (including determination of downspout locations, availability of storm sewers, whether trap and clean-out are available and whether sump pump and connection exist, etc.) and consultation by inspector and office staff, with a certification or recommendation for extra measures believed to be necessary. If upon completion of such work, the Township or Authority believes that additional measures are required to enable a complete inspection and certification, fees for additional measures shall be:

<b>Dye test downspouts</b>	<b>\$150.00 *</b>
<b>Splash test downspouts</b>	<b>\$150.00 *</b>
<b>Televise under basement floor</b>	<b>\$250.00</b>
<b>Televise building sewer</b>	<b>\$250.00</b>

\* Add \$150.00 to stated fee if Township must supply the water source



### **III. LAYING BUILDING SEWERS**

#### **Applications for Permits**

Applications for permits to construct building sewers to connect with the public or private sanitary sewer system and/or to effect, repair, alter, replace or terminate a connection to the system shall be made by the owner of the property to be served or by the owner's authorized agent.

Applications shall be made on the form included in these Rules and Regulations and shall be submitted to the Millcreek Township Sewer Authority. All fees and financial security due as to the proposed work shall be tendered with the application for permit.

A tap-in fee may be due and owing under resolution of the Sewer Authority for capital cost reimbursement to the Authority for installation of public sewer mains. Payment of such tap-in fee must be made or arranged for at the time of application for a permit.

#### **Performance of Work**

No work on a building sewer or any other component of a private or the public sewer system shall be done except in conformity with an issued permit and by a contractor duly licensed by the Township and the Sewer Authority.

All work shall be done in strict conformity with requirements of the Sewer Use Ordinance and these Rules and Regulations.

At least 24 hours' prior notice must be given to the Sewer Authority prior to commencement of work.

A Highway Occupancy Permit or local street access permit shall be obtained from the Pennsylvania Department of Transportation or Millcreek Township whenever any excavating is to be performed within the limits of any right of way of a State highway or Township street.

All work shall be subject to inspection and approval by the Township and/or the Authority.

No building sewer connections shall be covered after construction unless and until the connections have been inspected and approved by the Township and/or the Authority.

Notice of completion of construction shall be given to the Sewer Authority immediately upon completion.

Failure to give notices prior to commencement of work, upon completion of work and/or the failure to keep work open and available for inspection shall not excuse defective performance. The Township and/or the Authority shall have the authority to issue stop-work orders or to require that completed work be made available for inspection.

### **Authorized and Prohibited Connections**

Pursuant to the Sewer Use Ordinance, discharge of any surface water, storm water, roof runoff, groundwater or sump discharge into the public sanitary sewer system is prohibited. Any such unlawful connection constitutes a violation of the Sewer Use Ordinance. Any property owner, contractor, subcontractor or other person causing or allowing such a discharge shall be subject to penalties for violation, and shall further be liable for any damages which result to other properties or buildings connected to the public system and for any sums charged to Millcreek Township and/or the Sewer Authority pertaining to flows of such storm water or ground water into the sanitary sewer system.

Only water from bath, toilet, kitchen, laundry, basement floor and garage floor drains, pools and water containing substances in conformance with the Millcreek Township Industrial Waste Ordinance shall be discharged into the sanitary sewer system.

Existing building sewers may be used for connection of new buildings or structures only after the sewers have been inspected and approved by the Township and/or the Authority. A new sewer permit shall be required for all such connections.

No building sewer serving more than one (1) dwelling or other building or structure shall be constructed to connect with the public sanitary sewer system. The Township or the Authority may approve connection of two separate buildings on a single property which cannot be subdivided to a building sewer if it is shown by the applicant that it is not otherwise possible to connect the second building or structure to a public sewer. In the event of approval, a sewer permit shall be required for each building or structure, and the Township and the Authority shall have no responsibility for maintenance of, repair to or damage to any building sewer serving more than one building.

When the basement of any building receives any ground water, a sump pump may be required for the approval of the building drain or building sewer. Discharge from all sump pumps receiving ground water shall not be connected to any sanitary sewer line.

The Township and/or the Authority shall have the authority at any time to enter any property, building or structure to make inspection to determine whether any building sewer is receiving any waters other than sewage which is properly connected to the sanitary sewer system.

No inspection or release of financial security shall be deemed to constitute an approval of or acquiescence to an unlawful connection to the public sanitary sewer system.

Conveyance and connections of storm water, surface water, roof runoff, groundwater and/or sump discharges shall be governed by and effected in compliance with Millcreek Township's Stormwater Management Ordinance and standards in the Township's Public and Private Improvements Code.

## Performance Standards

### Pipe

All sewer pipe to connect with the public sewer system shall be between 4" and 8" in diameter. Where pressure sewers are authorized, they shall conform with specifications or recommendations of the pump manufacturer.

Gravity System Piping used shall be either:

- Belltite or equal cast-iron slip or mechanical joint pipe as approved by the American Water Works Association; or
- PVC-ASTM 3034-SDR-35 or ABS-ASTM 2751-SDR-35 or Schedule 40 pipe, with joint material to be rubber ring, solvent cement or equivalent subject to prior approval by the Township and/or the Authority.

Pressure System Piping used shall be:

- PVC-ASTM 2241 - SDR 21 or PVC-ASTM D1785 - Schedule 40 or Polyethylene ASTM 2239 - SDR 11.5.

### Traps and Clean Outs

Trap, clean-out and fresh air inlet assembly shall be in accordance with the detail set forth in these Rules and Regulations (See Section 12).

If repairs or alterations are made to a building sewer serving a property which does not have a trap, clean-out and/or fresh air inlet as required by these Rules and Regulations, a trap, clean-out and/or fresh air inlet shall be installed in the course of such repairs or alterations.

Gravity building sewers of more than 75 feet in length shall have cleanouts installed at 75-foot intervals and shall be left accessible for maintenance.

Installation All sewer pipe shall be installed at an even grade from the horizontal trap to the public sewer main of not less than one-quarter inch per foot.

All joints shall be water tight.

The ends of all pipes not immediately connected for use shall be securely closed with materials approved by the Township and/or the Sewer Authority.

The inside of every building sewer connection, after it is laid, shall be left smooth and perfectly clean throughout its entire length.

Bedding and backfill materials shall be as specified by the pipe manufacturer.

Backfill materials and compaction requirements under highways or streets and within rights of way shall be as specified in the Highway Occupancy Permit or Township street access authorization.

No building sewer shall be covered prior to inspection and approval by the Township and/or the Authority.

Permit Required All connections and other work to the public or private sanitary sewer system shall be effected only in accordance with these Rules and Regulations by a contractor holding a valid license issued by the Township or the Authority, and only after a permit authorizing such work has been issued.

All work shall be in accordance with the Sewer Use Ordinance and with the permit authorizing the work.

Inspections All work shall be open and available for inspection by the Township and/or the Authority until such time as either shall certify its proper completion.

## IV. REGULATION OF CONNECTIONS

### Act 537 Planning Modules

Approval by the Sewer Authority and the Township of an application for approval of a sewage facilities planning module under Act 537 to accommodate a proposed development or use shall not constitute approval of permits to connect to the sanitary sewer system, nor shall such approval constitute any contract granting to the applicant a right to approval of applications for permits to connect to the sewer system except as may be specifically provided in the approval or in these Rules and Regulations.

The Township and/or the Authority shall have authority to deny approval of a submitted Act 537 planning module if the proposed development or use would violate regulations in applicable Federal or State laws, the Township's Sewer Use Ordinance or any agreement or order pertaining to limitations on the number of connections to the sanitary sewer system or the allocated flows authorized in the sanitary sewer system. In the alternative, the Township and/or the Authority shall have authority to impose conditions upon approvals and/or to limit the scope of the application in order to comply with such statutes, ordinances, agreements and/or orders.

Where limitations on the number of allowed connections to the sanitary sewer system and/or limitations on allowed capacity of flows in the sewer system have been imposed under a statute, ordinance, regulation, agreement or order:

- A. The Township and/or the Authority, in considering a submitted Act 537 planning module application, shall have authority to limit the application to a defined number of new connections or volume of anticipated new flows and to disapprove any application which does not meet required limitations.
- B. Where such Act 537 planning module application involves a proposed development or a use in a municipality whose sewer system is tributary to Millcreek's system, the Township and/or the Authority shall not approve an application proposing more new connections or additional flows than can be immediately be authorized or allowed, absent a written agreement with the tributary municipality or sewer authority which includes specific provisions that ensure control by the Township and/or the Authority over the actual connections.
- C. Absent a written agreement with a tributary municipality or its sewer authority, approval by the Township and/or Authority of new connections and/or additional flows shall be on a first-come, first-served basis, with no additional new connections authorized once the maximum allocated number of new connections or volume of new flows in a given year has been reached.

## **Conditions of Service**

The Township and/or the Authority shall furnish sewerage service only in accordance with the Sewer Use Ordinance, the Sewer Rental Ordinance and these Rules and Regulations, all as may in the future be amended or supplemented.

No application for service, contract, license or agreement shall be inconsistent or conflict with such regulations, and all work performed and use of the sewer system pursuant to an approved permit shall be in accord with all regulations.

The furnishing of public sewer service may be refused if:

1. Sewage flows are found or estimated to be excessive; or
2. The character of the sanitary wastes to be discharged is determined to be unsatisfactory; or
3. The application for permit, Act 537 planning module application, contract or agreement is determined to be inconsistent with regulations governing the sewer system; or
4. Provision of such service would cause a violation of or is not in compliance with an existing order, agreement or compact; or
5. Work performed under a permit or the proposed or actual use of a premises is contrary to the permit and/or to regulations governing the sewer system.

## **Permits to Connect**

No connection shall be made to the sanitary sewer system without an application for permit to connect first being submitted and approved by the Township and/or the Authority.

Applications shall be made on the Application for Permit to Connect form included in these Rules and Regulations.

All permit application and tap-in fees, and all financial security shall be paid and tendered prior to issuance of a permit.

The property owner shall be responsible for the veracity of information set forth on an application for permit.

All work shall conform with the submitted and approved permit.

An application for permit will be denied if it fails to meet requirements for permits or if any of the above conditions for service are not met.

## **V. MAINTENANCE AND REPAIRS**

### **Ownership and Responsibility**

The Township and Authority shall be responsible for inspections, repairs to, maintenance of and reconstruction of the public sanitary sewer main.

Owners of properties abutting the public sanitary sewer main and the right-of-way or easement in which the main is located shall be responsible for inspections, repairs to, maintenance of and reconstruction of the building or private sewer and all appurtenances of such building or private sewer, from the building(s) to the main.

The Authority and/or the Township shall own and maintain the motor, pump and shredder portions of a grinder pump only if either has provided it as part of a public project. In all other cases, the Owner shall own and maintain the grinder pump and all appurtenances. In all cases, the property owner shall be responsible for payment of charges for electrical service for operation of a grinder pump.

Service connections shall be maintained by the owner but shall be deemed to be owned by the Township and/or the Authority. In their sole discretion and when it or they determine that the same is necessary or appropriate, the Township and/or the Authority shall replace existing service connections attaching to the public sewer main.

Neither Millcreek Township nor the Sewer Authority shall provide service calls to sewer lines or appurtenances for which property owners are responsible.

### **Permits Required for Repairs**

A permit shall be required prior to performance of any work to repair or alter a building sewer or private sewer connecting to the sanitary sewer system.

See also Sections II, III and IV, as they pertain to requirements for permits prior to performance of work.

### **Notices Upon Findings During Work**

If, in the course of inspections or repairs to a building or private sewer line for which the owner is responsible, the owner or the owner's contractor has reason to believe that there may be an obstruction to or defect in the sewer main, such owner or contractor shall promptly notify the Township. Such communications should not be made unless there is a basis for belief that there is an obstruction to or defect in the sewer main.

If an owner or occupant of a property, or a plumber or other contractor performing work related to a sanitary sewer or connection should discover existence of an unlawful connection to the sanitary sewer system, that person or firm shall be obligated to report such detected connection immediately to the Township's Sewer Department.

### **Township Assistance in Unique Situations**

When the Township or the Authority determines that, by virtue of topography, grade or other factors not within an owner's control, certain properties may experience backups from the main, independently of storm events affecting all properties, the Township shall notify owners of such properties and propose measures to protect the properties from such exposures.

In many cases, installation of a backwater valve will remedy these conditions.

In such cases, and where the property owner is willing to share in expense and secure installation, the Township, by prior agreement, shall either provide the backwater valve or, at its election, offer to pay one-half of total installation and materials expenses not exceeding a specified amount. The Township will not provide labor for construction or installation. The property owner will be responsible for installation, cleaning and future maintenance of the valve and all costs associated therewith aside from the contribution by the Township or the Authority. Such agreement shall be on that form adopted and attached to these Rules and Regulations.

If an owner declines to participate, the Township and/or the Authority will not be responsible for maintenance of the building sewer or for any damages resulting from impact of topography, grade or other unique factors upon operation of the system.



## VI. INSPECTIONS

### General Requirements

All work is subject to inspection and approval by the Township.

The Township or the Authority, using criteria such as total length and/or difficulty involved, may determine that continuous inspection is required and that a Developer Agreement is a more appropriate vehicle by which to achieve the purpose of these Rules and Regulations.

No building sewer connections shall be covered after construction unless and until the work has been inspected and approved by the Township.

Notice of completion of construction of any building sewer or private sewer or alteration thereof shall be given to the Sewer Authority immediately upon completion. All connections to the sanitary sewer system shall be identified on the application for permit and shall be constructed as shown on the approved permit. All work shall be inspected prior to approval of the construction.

The Township and/or the Authority shall have the right at any time to enter any building or property to make an inspection to insure that construction has been done in strict conformity with an approved permit.

Existing building sewers may be used for connection of new buildings only after the sewers have been inspected and approved by the Township.

New building sewers may be used for connection of new buildings only after the sewers have been inspected and approved by the Township.

Inspections generally shall be made during normal business hours of the Township. If an owner or an owner's contractor requests an inspection outside of normal Township hours and such request can be accommodated, the owner must first tender payment of the prescribed overtime inspection fees.

## **VII. INSPECTIONS AND CERTIFICATIONS ON REQUEST**

### **General Provisions**

Upon written request by the property owner, prospective purchaser or agent or contractor of either, the Township shall have authority to inspect a property for the purpose of determining whether its connection(s) to the sanitary sewer system is or are in accordance with the Sewer Use Ordinance and these Rules and Regulations governing the sewer system.

### **Request for Inspection and Certification**

Such request shall be made on a form as appended to these Rules and Regulations and must be accompanied by a written authorization signed by the property owner allowing the Township or Authority to inspect the property for the purpose of addressing such request.

All information required on the request form must be provided by the requester and all fees due must be tendered with the request or the request will not be honored. It will not be the responsibility of the Township or the Authority to contact the requester or the owner to seek information, authorization or payment of required fees.

Inspections in many cases require a water source. If the request as submitted indicates that there is no existing water source, the requester must indicate with the request how a water source will be provided for the inspection.

It is the responsibility of the requester and owner to ensure access to the property for inspection.

### **Purpose and Scope of Inspections**

The general purpose of the inspection will be to determine whether any connections of storm water, ground or surface water, roof or other runoff or other matters not authorized under the Sewer Use Ordinance to be connected have been effected on the property to the sanitary sewer system and, if such unlawful connections exist, to identify them.

The inspections should include:

1. Checking downspouts; and
2. Camera images from the main to the building; and
3. Inspection of floor drains and internal connections.

Seasonal or weather conditions can affect the scope of inspections (as an example, inspections are more thorough when conducted during times of year when ground water is higher).

If an inspection made on request determines that one or more connections prohibited by the Sewer Use Ordinance exist, the Township and the Authority shall address the violation(s) in accordance with the Ordinance and the provisions of Part 9 of these Rules and Regulations.

## **Fees**

The base fee for an inspection and certification is as set forth in Section 2 of these Rules and Regulations.

If additional services are deemed necessary to enable a complete inspection and certification, the requester must authorize and tender payment for such additional services before they will be performed.

If fees in addition to the base fee are due, no certification shall be issued until all fees are paid in full. If additional services required to ensure a complete inspection are not authorized, the certification shall be subject to noted limitations.

## **Inspections**

Upon receipt of a completed request form and payment of all fees, a representative of the Authority or the Township's Sewer Department will contact the owner or other person designated on the request to schedule an inspection. If that person cannot be contacted directly, a voice mail message shall be left or, if no voice message can be made, a written notice seeking to schedule an inspection shall be mailed to the owner or other designated person, with a copy or message to the requester.

It is the responsibility of the requester or the owner to make arrangements for a scheduled inspection. The Authority and the Township will not make multiple attempts to contact persons.

After an inspection has been scheduled, one or more Township personnel will visit the subject property. Clean-outs must be accessible at the time of the inspection.

If the property does not have an accessible trap and clean-out, the inspection may require use of camera and other equipment, which shall involve additional charge for the inspection.

If additional fees are due because a second visit was required, or because base services indicate a need for additional services, these fees shall also be paid prior to the second visit or full investigation.

If base services indicate a need for additional services to conduct full investigation and such additional services are not authorized by the requester, the certification shall be subject to limitations noted in the certification.

Inspections shall include the full scope set forth above whenever possible.

## **Certifications**

A certification shall be issued to the requester via U.S. first class mail, with a copy to the owner.

Certifications shall be made on the form adopted for use, such form to be an appendix to these Rules and Regulations.

If the inspection was unable to include all components of its scope, limitations on the inspection shall be noted and the certification shall be subject to such limitations.

If an inspection discloses existence of one or more unlawful connections, such connection(s) will be identified on the certification.

The substance of the certification shall be set forth on the issued form. The Township and the Authority will not expand on or modify a certification in subsequent communications unless a corrected certification is found to be appropriate.

## **VIII. INSPECTIONS AND TERMINATION OF UNLAWFUL CONNECTIONS**

### **Unlawful Connections**

The Sewer Use Ordinance prohibits certain connections to the sanitary sewer system. These “unlawful” connections include, but are not limited to:

1. Discharge of any storm water, surface drainage, ground drainage, roof runoff, subsurface drainage or unpolluted industrial process waters; and;
2. Discharge of substances or materials which are expressly prohibited in the Ordinance.

### **Elimination of Inflow and Infiltration of Storm Water**

Millcreek Township and the Millcreek Township Sewer Authority are committed to reducing and preventing the inflow and infiltration of storm waters into the sanitary sewer system. These actions are required not only to ensure compliance with the Sewer Use Ordinance but to ensure proper operations of the sanitary sewer system and comply with orders and agreements governing its operations.

The Township’s Board of Supervisors has adopted a formal policy committing the Township to inspection of properties and measures to eliminate unlawful connections to the sanitary sewer system. A copy of the Township Resolution establishing this policy, as may in the future be amended, is included as an appendix to these Rules and Regulations and is incorporated by reference in these Rules and Regulations.

### **Intentions and Purposes of Program**

The Board of Supervisors hereby establishes a commitment to reduce and prevent the inflow and infiltration of storm waters, subsurface and surface ground waters, runoff from roofs and impervious surfaces and the like into the sanitary sewer system.

The Township shall consistently enforce current regulations on future development activities to ensure that public and private sanitary sewer facilities are constructed and used in accordance with established standards and that stormwater management measures do not connect with or infiltrate into the sanitary sewer system.

The Board of Supervisors hereby establishes a commitment to identify unlawful connections of storm waters, ground waters, and the like to the sanitary sewer system and to effect removal and termination of those connections, with appropriate measures taken to properly convey the storm water in ways authorized under current regulations.

The Township, working with the Sewer Authority, shall inspect properties in Millcreek Township to determine whether unlawful discharges of storm or ground waters into the sanitary sewer system exist and, if such unlawful connections are found, to effect termination of all such unlawful connections.

Priority areas and needs of the sanitary sewer system shall be established and agreed to by the Township and the Authority from time to time, and inspection efforts generally shall be focused on defined priority areas of the Township. Such priorities shall include, but not be limited to:

1. Areas of the Township which are subject to any existing orders or agreements calling for reduction of the inflow and infiltration of stormwater or found to be materially affected by such inflow and infiltration;
2. Areas of the Township in which inflow and infiltration of stormwater has been found to cause deficiencies in operation of the sanitary sewer system;
3. Areas of the Township in which inflow and infiltration of stormwater has been found to contribute to sanitary sewer flows exceeding or approaching exceedance of authorized capacity in the system;
4. Areas of or properties in the Township as to which inflow and infiltration of stormwater is believed to cause or increase risk of damage to properties.

Subject to meeting its other obligations for public services, the Township shall devote to the program of inspections and termination of unlawful connections existing personnel and, as the Township or the Authority should deem appropriate, third parties under contract. Township personnel shall be assigned to conduct or assist the program as is deemed by the Supervisors to be necessary or appropriate to meet these commitments.

Implementation of this program will largely involve personnel in the Township's Sewer Department and administrative assistance by the Authority, but will also require the assistance of personnel in other Township departments, including but not limited to Streets, Engineering and Administration. Departments' supervisory and other personnel shall ensure that assistance, coordination and other services are provided as required and in a timely manner.

The express purposes are to identify and terminate unlawful connections to the sanitary sewer system. Administration and enforcement of this program, and of applicable provisions of the Sewer Use Ordinance, shall be consistent with the procedures established and shall place primary importance on securing or effecting compliance with regulations of the Sewer Use Ordinance.

1. To the extent practicable, the program shall place primary focus on obtaining access to properties, making appropriate inspections and effecting disconnection of unlawful connections.

2. If means of inspecting connections are available at an additional cost where a property owner fails or refuses to allow access to the property as required in the Ordinance, those alternative means should be employed at the owner's cost, after prior notice, in lieu of enforcement actions simply to obtain access to a property.
3. Effecting termination of identified unlawful connections is of primary importance, and shall be accomplished pursuant to remedies available under the Sewer Use Ordinance or other applicable laws.
4. These Rules and Regulations shall provide for consistent use of notices and actions in the implementation of the program. Absent a written resolution adopted by the Board of Supervisors, these procedures shall apply in all cases. This Board and the individual Supervisors in their elected or employed capacities shall not otherwise alter, modify or negate these policies and procedures.

### **Inspection of Properties to Identify Unlawful Connections**

The Sewer Department, working with the Authority and other Township departments, shall inspect properties in and areas of the Township to determine whether any connections of storm water, surface, subsurface or ground drainage, roof runoff or unpolluted industrial process waters to the sanitary sewer system exist.

When inspections are to be conducted in a defined area of the Township or upon defined individual properties, written notice of the intention to inspect should be given to the property owner, this notice to request that the owner contact either the Authority or the Sewer Department to schedule an inspection. Written notice is not required in cases of emergency or unscheduled inspections.

If a property owner fails or refuses to respond to requests for a response so that an inspection can be scheduled, the Township and/or the Authority shall conduct an inspection during normal business hours. If an owner desires a specific day or time for an inspection, it is the owner's duty to so indicate in response to the submitted notices.

If access to the interior of a building is required for the conduct of a regular inspection and the owner has not responded to a request for inspection within 15 days after the date of a written notice or telephone request, the Township and/or the Authority may either effect an inspection from the mains or commence an enforcement action to secure access to the property.

Traps and clean-outs shall be accessible, and it is the property owner's duty to ensure that such facilities exist and are accessible. The Township and the Authority shall not be responsible for installation, accessibility or condition of traps and clean-outs, nor shall they be responsible for any damage which may result in the course of an inspection by virtue of there being no accessible clean-out. If no accessible clean-out exists on a property:

1. The Township shall effect an inspection. If the owner authorizes an inspection from the interior, inspection shall be done in that manner if feasible. If the owner does not authorize inspection from the interior or an interior inspection is not feasible, the inspection shall be done from the main, with the additional cost of that inspection to be paid by the owner.
2. Owners not having a clean-out or an accessible clean-out will not be required to install one unless inspection determines that an unlawful connection exists. In that event, the owner shall in the course of work to terminate the connection add the required clean-out.

### **Confirmation of Inspection - No Unlawful Connections Found**

If a property owner has fully cooperated in the conduct of an inspection and the inspection has disclosed no unlawful connections to the sanitary sewer system, the Township or the Authority on a form to be adopted shall provide the owner with confirmation that the inspection disclosed no unlawful connections.

### **Termination of Unlawful Connections**

If an inspection discloses that an unlawful connection to the sanitary sewer system exists:

1. Written notice of violation of the Sewer Use Ordinance shall be given to the property owner. The notice shall be dated and include at least the following information: (i) detail of the violation; (ii) the unlawful connection(s) to be terminated; (iii) allowance of a period not exceeding 60 days from the date of the notice in which the owner can rectify the violation by disconnecting the unlawful connection(s) and redirect storm water or other discharge in proper fashion; (iv) a statement that a civil action for enforcement of the Ordinance shall be commenced if the violation is not rectified by the owner by the date set forth in the notice; (v) a statement of the fine(s) prescribed in the Ordinance for each day of violation; and (vi) a reminder that the Township can also act to disconnect the unlawful connection at the owner's cost and recover such costs from the owner.
2. The written notice shall advise that the owner or occupant must contact the Authority or the Sewer Department prior to effecting a disconnection from the sanitary sewer system or a re-routing of the disconnected discharge, so that work can be inspected and certified.
3. If a stormwater or other discharge is to be redirected, that work must comply with Township ordinances and must also be inspected and certified.



All costs of effecting disconnection of an unlawful connection to the sanitary sewer system and of redirecting the disconnected discharge in accordance with Township regulations shall be paid by the owner.

If an unlawful connection is determined by the Township or the Authority to involve volumes or nature of flows or other factors which require immediate action to disconnect it from the sanitary sewer system, the Township or the Authority shall give to the owner written notice that the owner must immediately terminate the connection and that the Township, in the event the owner should fail to do so, will terminate the connection at the owner's cost and shall then collect all costs of such termination from the owner.

Inspections of termination of unlawful connections to the sanitary sewer system and of redirection of disconnected flows shall be conducted by one Township inspector whenever possible.

In the event a property owner voluntarily acts to terminate unlawful connections to the sanitary sewer system and redirect disconnected flows in accordance with Township regulations, fees generally due for inspections of the disconnection and redirection shall be waived.

The Township or the Authority will ensure that inspection personnel are available to conduct inspections until 5 p.m. on normal business days of the Township. If an owner or an owner's contractor requests an inspection of work outside of normal business hours, on weekends or on Township holidays, the owner shall first be obligated to pay an overtime inspection fee in amount commensurate with the overtime costs incurred.

If an owner fails or refuses to terminate an unlawful connection to the sanitary sewer system and/or to redirect such unlawful discharge in a manner consistent with Township regulations, the Township and/or the Authority shall commence enforcement actions, as deemed appropriate, to cite the owner for violation of the Sewer Use Ordinance and/or to effect disconnection and redirection as authorized in the Ordinance, with all costs thereof to be paid by the owner, and/or to commence an action to compel the owner to terminate the unlawful connection(s) and redirect disconnected discharge so as to comply with Township regulations. All costs, expenses and fees of attorneys and other professionals incurred in any such proceeding shall be payable by the owner and shall be included in any judgment.

### **Administration and Enforcement**

The Manager of the Sewer Authority, the Township's Secretary and Solicitor and the supervisor of the Sewer Department shall be responsible for administration and implementation of this Policy, and shall have authority to request and obtain assistance from other departments and personnel as necessary. The Manager of the Authority, the Township's Secretary, the Solicitor or their designee may commence and prosecute actions to enforce the Ordinance and this policy.

Fees for permits and inspections shall be as established in Rules and Regulations governing the sanitary sewer system, unless expressly waived or modified in this Policy

### **Coordination of Program and Options Available to Affected Owners**

Prior to commencement of investigations in a defined area of the Township, the Streets Department shall be notified and shall promptly inspect catch basins and other storm sewer facilities in the area. Catch basins shall be cleaned out and repaired as necessary.

To the extent practicable, areas of the Township to be inspected should first be reviewed to identify potential problems or constraints that might affect alternative measures of redirecting stormwater as unlawful connections are terminated. Specific constraints or additional alternatives identified in this review should supplement the general standards of implementing this policy.

If a property having an unlawful connection of stormwater to the sanitary sewer system abuts an existing storm sewer or storm drainage channel along the street, the disconnected stormwater discharge should generally be redirected to that storm sewer or drainage channel, as applicable.

If a property having an unlawful connection of stormwater to the sanitary sewer system does not abut but is located near an existing storm sewer or drainage channel along the street, the owner generally will be expected to construct an extension to the existing storm sewer, drainage channel or other acceptable conveyance system.

If a property does not abut or is not located near an existing storm sewer or other acceptable conveyance system, or if this would be a more feasible or cost-efficient alternative, an owner may construct a dry well on the owner's property and redirect stormwater flows to that dry well. Standards for dry wells are as set forth in the Public & Private Improvements Code (P&PI Code).

If other alternatives do not exist or are not feasible, the Township will assist owners in an affected area in creation of a storm sewer district. Costs of such project shall be paid by the affected or benefitted properties or owners, and construction must comply with standards in the P&PI Code.

Where a number of property owners in an area are required to take similar actions, this policy should not be enforced in such ways as would impose on certain owners disproportionate costs when other owners would receive benefits without paying a commensurate share of expenses.

Information obtained by the Township and/or the Authority regarding fees of local plumbing firms for work related to termination of unlawful connections and/or redirection of storm water flows and will be made available to owners upon their request.

### **Collection of Fees or Expenses**

Fees not previously paid or expenses incurred by the Township in the administration and enforcement of this program shall be invoiced to the property owner, and shall be the responsibility of the owner. If sums due are not paid within thirty (30) days after the date of an invoice, such sums which do not relate to abatement of a nuisance shall be charged and assessed as additional sewer rental. Expenses for abatement of a nuisance shall be collected in accordance with the general law governing assessment and collection of municipal claims and liens.

## **IX. ON-LOT SEWAGE DISPOSAL SYSTEMS**

### **General Standards**

An on-lot sewage disposal system shall not be authorized unless:

1. The proposed system meets all requirements for such system as established by the Erie County Department of Health, the Pennsylvania Department of Environmental Protection, the United States Environmental Protection Agency and other applicable governmental agencies and further complies with standards set forth in this Section; and
2. The proposed system is consistent with the Township's and/or the Authority's Act 537 Sewage Facilities Plan; and
3. The proposed system will not cause or expose a risk of harm to neighboring properties, public facilities, the public health and/or the public safety.

Notwithstanding approvals by other governmental agencies, the Township and/or the Authority may refuse to allow an on-lot sewage disposal system where it or they determine(s) that such system would not comply in all respects with these Rules and Regulations.

### **Permit Required**

No on-lot sewage disposal system shall be constructed or placed on any property in Millcreek Township prior to issuance of a permit therefor by the Authority and/or Township.

A request for permit shall set forth all information required for a permit to make, alter or terminate a connection to the sanitary sewer system, and shall be accompanied by all required approvals from other governmental agencies and detail regarding the proposed location and specifications of the system.

The fee for a permit to allow an on-lot sewage disposal system shall be \$75.00, which shall be payable at the time an application for permit is submitted.

### **Conditions on Permit**

Approval of a permit for an on-lot sewage system shall be subject to the condition, to be set forth on an approved permit, that at such time as public sewer service becomes available which can serve the subject property, the owner of the property shall then be obligated to connect to the public sanitary sewer system and said permit for on-lot sewage disposal shall become null and void.

## **X. NOTICES TO TOWNSHIP AND AUTHORITY**

### **Notices Generally**

Notices to the Township and the Authority generally and as required under these Rules and Regulations should be given as follows:

Millcreek Township Sewer Department  
3608 West 26<sup>th</sup> Street  
Erie, PA 16506-2037  
Telephone: (814) 835-6721  
Fax: (814) 835-6615

### **Notices When Deficiency in Main is Suspected**

If a property owner or contractor for a property owner, in the course of work or repairs for which the owner is responsible under these Rules and Regulations or otherwise, should have reason to believe that a defect exists in a public sewer main or facility, such owner, contractor or other person shall promptly notify the Sewer Department or the Authority and report such information, including the reason(s) for belief that a defect in the public sewer main or facility exists.

The registration or license of a contractor who submits such report without proper basis may be suspended or revoked upon a determination that such report was made without basis in fact.

### **Other Required Notices**

All other notices to the Township and the Authority, including but not limited to those specified in Section V of these Rules and Regulations, shall be given as set forth above.

## **XI. FORMS**

The following forms are adopted and shall be used for the purposes indicated:

Application for License

Summary of Requirements - Financial Security

Application for Permit

Owner's Release (Section 5-2)

Request for Inspection and Certification

Owner's Authorization

Certification after Inspection

Notice of intention to conduct inspection

Second notice of intention to conduct inspection

Notice that accessible clean-out required for inspection

Notice of unlawful connection after violation noted other than from inspection

Notice of unlawful connection to accompany enforcement notice

Enforcement notice

Owner's Authorization and Consent

Notice that no unlawful connection found after inspection

Developer's Agreement

These forms may in the future be amended and/or supplemented.

**MILLCREEK TOWNSHIP  
MILLCREEK TOWNSHIP SEWER AUTHORITY**

**APPLICATION FOR CONTRACTOR LICENSE**

(Fee of \$50.00 is payable upon submission of application)

Applicant: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

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**CONTRACTOR INFORMATION**

Type of Entity (individual, partnership, corporation, etc.): \_\_\_\_\_

Name of President, CEO, Managing Partner, etc.): \_\_\_\_\_

Does Applicant have employees? \_\_\_\_\_ If "yes," # of employees: \_\_\_\_\_

Type of Equipment owned or leased by Applicant: \_\_\_\_\_

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Will Applicant perform its own excavation work? Yes \_\_\_\_\_ No \_\_\_\_\_

Is the Applicant licensed or registered by the State or any municipality or municipal authority to perform plumbing and/or excavation work? Yes \_\_\_\_\_ No \_\_\_\_\_

If Applicant is a registered contractor with the State, a municipality or an authority, please state:

<u>Govt. Unit</u>	<u>Reg./Lic. #</u>	<u>Name/Title/Address/Phone of Entity's Official</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please provide at least 3 references for work which is similar to that you would be performing if this application is approved. Please provide company names, individual names and phone numbers:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR LICENSE (Page 2 of 2)**

**INSURANCE INFORMATION**

The following limits of insurance coverage are required:

General Liability and Property Damage: \$1,000,000 Bodily Injury  
\$50,000 Property Damage

(This coverage must include **independent contractors, completed operations** and **contractual liability**. The contractual coverages fund the hold-harmless agreement required as part of this application. If you perform your own excavation, coverage for **collapse hazard** and **underground property damage** must also be provided.)

Automotive Liability: \$100,000/\$300,000 Bodily Injury  
\$50,000 Property Damage

Workers' Compensation: Legally required limits if firm has employees

General Liability Insurance Agent: \_\_\_\_\_

Agent's Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Vehicle Liability Insurance Agent: \_\_\_\_\_

Agent's Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Worker's Compensation Agent: \_\_\_\_\_

Agent's Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**Certificates of insurance evidencing the required coverages must be submitted with this application. If any coverage lapses or is terminated, Millcreek Township's approval of this application stops and is suspended automatically, and applicant will not then be permitted to perform work in connection with the sewer system. Renewal certificates should be mailed promptly to the Millcreek Township Sewer Authority to prevent this situation from occurring.**

**CONTRACTOR'S AGREEMENT**

As a contractor requesting a license to perform work in connection with the Millcreek Township sanitary sewer system, I certify that I am familiar with the requirements for such work as contained in the Township's Sewer Use Ordinance and its Rules and Regulations Governing the Sanitary Sewer System. I agree that all work performed by the Applicant shall comply with these requirements. The Applicant agrees to indemnify Millcreek Township and the Sewer Authority for and hold them harmless against (a) any and all claims of a property owner or others arising out of work on building sewers or main lines to be connected to the Sewer System and (b) any and all damages to the Sewer System and any costs or expenses, including attorneys' fees, incurred by the Township or the Authority as a consequence of the Applicant's failure to comply with rules and regulations in the course of Applicant's work. I certify that I am authorized to make this Agreement and submit this application on behalf of the Applicant.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Application approved, subject to compliance with the Ordinance and Rules and Regulations.**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## **FINANCIAL SECURITY FORMS**

### **Letter of Credit**

A letter of credit must be issued by a Federal- or Pennsylvania-chartered lending institution. In addition to customary requirements for a letter of credit, the document must state:

Obligor: Name of contractor and address

Beneficiaries: Millcreek Township  
Millcreek Township Sewer Authority  
3608 West 26<sup>th</sup> Street  
Erie, PA 16506-2037

Purpose: Secure proper performance by the Obligor of all work in connection with effecting, altering, modifying or terminating a connection and constructing building sewers or mains for property known as \_\_\_\_\_.

Term: Not less than one (1) year from date of issuance.

Should work required under the issued permit and applicable regulations not be completed and certified as completed within one year after the date of issuance, the letter of credit shall automatically be extended for an additional period of one year.

Exercise: Upon written certification by Millcreek Township or the Millcreek Township Sewer Authority that work has not been performed in accordance with the issued permit and/or applicable regulations and standards, Millcreek Township and/or the Millcreek Township Sewer Authority, at its or their sole election and free from any claim by the obligor or the issuer, may demand and collect up to the full amount of the letter of credit.

Nonrenewal: Should the issuer elect not to renew the letter of credit, it shall give the beneficiaries at least thirty (30) days' prior written notice of its election not to renew, in which event Millcreek Township and/or the Sewer Authority may, upon written demand and free from any claim by the obligor or the issuer, draw up to the full amount of the security.

### **Restricted or Escrow Account**

A restrictive or escrow account must expressly name Millcreek Township as owner (subject to proper performance and release of the security) or specifically assign to Millcreek Township the right to recover up to the full amount of the account as required to defray or reimburse expenses, attorneys' fees and other damages sustained as a consequence of the work and/or secure payment of sums due pursuant to the permit.



**MILLCREEK TOWNSHIP**

**APPLICATION FOR PERMIT  
TO MAKE, ALTER OR TERMINATE CONNECTION  
TO THE SANITARY SEWER SYSTEM**

Erie County Index No. (33) \_\_\_\_\_

Permit No. \_\_\_\_\_

The undersigned hereby applies for a permit to make, alter, modify or terminate a connection to the Millcreek Township public sanitary sewer system. A plan of the premises subject to this application and showing the proposed connection, alteration or termination and the proposed sewer facilities is attached hereto and is made a part of this application. The undersigned promises and agrees that if a permit is issued, the proposed work shall be done in accordance with regulations of the Millcreek Township Sewer Use Ordinance, Rules and Regulations Governing the Sanitary Sewer System, construction standards of the Millcreek Township Sewer Authority and the terms of this application.

Permit Fee: \$ \_\_\_\_\_

Tap-In Fee: \$ \_\_\_\_\_

Other Fees: \$ \_\_\_\_\_

Owner Name(s): \_\_\_\_\_

Owner(s) Address: \_\_\_\_\_

\_\_\_\_\_ Telephone: \_\_\_\_\_

Subject Property: \_\_\_\_\_

Subdivision: \_\_\_\_\_ Lot No.: \_\_\_\_\_

Street(s) Involved: \_\_\_\_\_

Intended Use of  
Property After  
Connection \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_ Telephone: \_\_\_\_\_

Address for Billing: \_\_\_\_\_

A Plan of the proposed property and work is attached to this application. This application must be signed by the property owner unless the owner(s) has/have submitted to the Millcreek Township Sewer Authority a writing authorizing a third party to submit this application on owner's behalf *and* agreeing to be bound by all obligations on the permit.

Date: \_\_\_\_\_

\_\_\_\_\_

**APPLICATION FOR PERMIT  
TO MAKE, ALTER OR TERMINATE CONNECTION  
TO THE SANITARY SEWER SYSTEM**

**PAGE 2 OF 2**

**PLAN OF SUBJECT PROPERTY AND PROPOSED WORK:**

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(FOR SEWER AUTHORITY USE ONLY)

Application     GRANTED                       DENIED                      Date: \_\_\_\_\_

Contractor/Owner Financial Security on File?     YES                       NO

Reason(s) for Denial: \_\_\_\_\_

Work Authorized: \_\_\_\_\_

**This permit is valid for one year from the above date of approval, and expires unless extended  
on request of the owner and for good cause shown.**

Authority Representative: \_\_\_\_\_

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(To be completed after connection and inspection)

Date of            Sewer Inspection                      \_\_\_\_\_                      Drain Inspection                      \_\_\_\_\_

Connection Location: \_\_\_\_\_

Inspected Work                       APPROVED                       DISAPPROVED                      Reason(s): \_\_\_\_\_

Date: \_\_\_\_\_                      Inspector Signature: \_\_\_\_\_

**RELEASE AND ACKNOWLEDGMENT**

The Undersigned(s), (“Owner”) is/are the owner(s) of that property in Millcreek Township, Erie County, Pennsylvania commonly known as: \_\_\_\_\_, which is served by the Millcreek Township sanitary sewer system.

I/We have been advised by representatives of Millcreek Township and/or the Millcreek Township Sewer Authority that because of topography, grade or other unique circumstance beyond control of Owner, Millcreek Township and the Millcreek Township Sewer Authority, installation of a backwater valve at the property would help to protect the property against backups of sewage. Conditioned on this Release and Acknowledgment, Millcreek Township and/or the Millcreek Township Sewer Authority have offered to provide the following: \_\_\_\_\_.

In consideration of the above, Owner hereby agrees as follows:

1. Owner shall be solely responsible for installation, cleaning and future maintenance of the backwater valve and all costs associated with installation, repair, operation and replacement of the valve except for the Township’s and Authority’s contribution defined above.
2. Owner shall be solely responsible for installation of the valve and its accessories.
3. Owner releases and waives any and all claims and causes of action of any nature against Millcreek Township and the Millcreek Township Sewer Authority which pertain to or arise from installation of the backwater valve, operation, maintenance, repair or replacement of the valve and potential damages to the floor of the building which might result from the absence of or maintenance of footer drains and/or a sump pump system.

Date: \_\_\_\_\_ (SEAL)  
Owner Signature

Date: \_\_\_\_\_ (SEAL)  
Owner Signature

Original in MTSA File  
Copy to Owner

**MILLCREEK TOWNSHIP  
REQUEST FOR INSPECTION OF SEWER CONNECTIONS**

The undersigned requests that Millcreek Township inspect the described property to determine whether any connections to the sanitary sewer system exist which violate the Sewer Use Ordinance. If the undersigned is not the owner, the written consent to and authorization of the owner is attached.

Property Address: \_\_\_\_\_

Record Owner(s): \_\_\_\_\_

Name of Requester(s): \_\_\_\_\_

Requester Address: \_\_\_\_\_

Requester's Phone #: \_\_\_\_\_ Requester's Fax #: \_\_\_\_\_

Person to Contact for Inspection: \_\_\_\_\_

Contact's Relationship if not Owner: \_\_\_\_\_

Contact's Phone #: \_\_\_\_\_ Contact's Fax #: \_\_\_\_\_

Requested Times/Days for Inspection: \_\_\_\_\_

Reason for Request: \_\_\_\_\_

Is a clean-out accessible on the property? \_\_\_\_\_ (If not, see below)

If clean-out is accessible, where is it located? \_\_\_\_\_

Is there a water source to the property? \_\_\_\_\_

If no water source, how will requester/owner provide water source? \_\_\_\_\_

Fees paid with Request: \$ \_\_\_\_\_

Fee payment includes base fee plus: \_\_\_\_\_

Request Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Requester

Send Request with Fee Payment and Owner Authorization, if required, to:

**Millcreek Township Sewer Authority**  
**3608 West 26<sup>th</sup> Street**  
**Erie, PA 16506-2037**

**MILLCREEK TOWNSHIP**

**OWNER'S AUTHORIZATION TO CONDUCT INSPECTION**

Property Address: \_\_\_\_\_

Owner's Name(s): \_\_\_\_\_

Requester's Name: \_\_\_\_\_

TO: Millcreek Township  
Millcreek Township Sewer Authority

I understand that the above-named Requester will submit to you a written request that the above property, owned by the undersigned, be inspected to determine whether any unlawful connection(s) have been effected to the public sanitary sewer system. I/We acknowledge that an "unlawful" connection can include such things as discharge into the sanitary sewer system of storm waters, roof runoff, ground waters, surface drainage or subsurface drainage, as well as defective building sewers which allow infiltration of ground or storm waters into the sanitary sewer system.

You are hereby authorized to enter upon my/our property for the purpose of conducting the requested inspection. The undersigned will be present to allow access into buildings on the property or will ensure that an authorized representative is present to do so. I/We understand that traps and clean-outs must be accessible at the time of the inspection so that the building sewer(s) can be inspected. If the traps and clean-out at the property is covered by carpeting, furniture or other items, these items will be removed to allow access for the inspection.

I/We understand that damage can result from attempts to inspect if the traps and clean-outs are not present or accessible. If traps and clean-outs are not made accessible at the time of inspection, we release Millcreek Township and the Millcreek Township Sewer Authority from all claims relating to damage to carpeting or other items, including the building sewer, which result from reasonable conduct of the inspection in the circumstances.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

**MILLCREEK TOWNSHIP  
CERTIFICATION OF SANITARY SEWER CONNECTIONS**

Subject Property: \_\_\_\_\_

Type of Building(s): \_\_\_\_\_

Name(s) of Owner(s): \_\_\_\_\_

Date of Inspection(s): \_\_\_\_\_

Inspector(s)'s Name: \_\_\_\_\_

The inspection of the property included:

Downspouts (note # and locations) \_\_\_\_\_

Floor drains (note # and locations) \_\_\_\_\_

Camera images from the sewer main \_\_\_\_\_

All downspouts and floor drains were inspected except as follows (indicate reasons) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ No connections to the sanitary sewer prohibited by the Sewer Use Ordinance were noted **OR**

\_\_\_\_\_ Connections to the sanitary sewer prohibited by the Sewer Use Ordinance were noted

Detail re. unlawful connections: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Limitations, if any, on the inspection and this certification (with reasons): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Original to Requester

Copy to Property Owner

Copy in Township File with Request and Authorization

(Notice of Intended Inspection)

Dear Sanitary Sewer Customer:

The Millcreek Township Sewer Authority and Millcreek Township are responsible for conducting inspections of the sanitary sewer system to prevent storm or “clean” water from entering and overloading the sanitary sewer system. “Clean” water generally is water that has not been contaminated and does not require treatment prior to discharge. Rainfall, ground or subsurface drainage, sump discharges and roof runoff are examples of “clean” water.

The Township’s Sewer Use Ordinance prohibits connection of “clean” water discharges into the sanitary sewer system. Despite this, many connections of “clean” water to the sanitary sewer have been found. No sanitary sewer system can accommodate both sanitary sewerage and “clean” water. Unlawful connections to the sanitary sewer system have resulted in:

- Backup of sewage and flooding of basements.
- Substantial costs to rate payers of transporting and treating “clean” water.
- Discharges to protect against sewage backups that lead to fines paid by the system.
- Sanitary flows exceeding our system’s allowed capacity and prompting surcharges.
- Expensive capital projects that cause rate increases to all users of the system.

The Township and Authority are committed to identifying and eliminating these unlawful connections. We recognize that many property owners may not even know that there is an unlawful connection of “clean” water to the sanitary sewer. Your area and your property have been identified as having significant potential for an unlawful connection.

In the near future, you will receive a call from Phil Cardella, the Township Sewer Inspector, to schedule an inspection. You may also call the Authority’s office and speak with Jan Agnello (835-6721, ext. 326) to make an appointment for an inspection. Our ordinance requires owners to allow access to their property for inspections and we hope you will cooperate with these efforts. Mr. Cardella and other inspectors will have identification when they visit to inspect. If there is any need to verify that an inspector is an authorized representative, you may contact this office during normal business hours. It is important that there be access to the clean-out in your basement at the time of the inspection.

Thank you in advance for your cooperation. Others in your area are also being contacted. Please understand that the process of inspection takes time with our limited staff.

Very truly yours,

Dated: \_\_\_\_\_

\_\_\_\_\_  
George W. Riedesel, P.E., Manager

(Followup if no response to request for inspection)

(Date)

Owner Name  
Street Address  
City, State, Zip

Re: Inspection of Sanitary Sewer Connections

Dear \_\_\_\_\_:

Millcreek Township and the Millcreek Township Sewer Authority have reason to believe that your property may have a connection of "clean" or storm water to the sanitary sewer system.

The Millcreek Township Sewer Use Ordinance requires that owners allow access by the Township and the Authority to properties so that inspections can be conducted. An owner's failure or refusal to allow access or inspections can lead to imposition of fines for each day of violation.

Millcreek Township's Sewer Inspector has attempted to contact you to schedule an inspection, but no response to his request has been received. To avoid the need for proceedings under the ordinance, please contact Jan Agnello at this office (835-6721, ext. 326) to make an appointment for an inspection of your service lateral and connection. The business card for the inspector is enclosed. You may also try to reach him at his cell phone number. Access to the clean-out in your basement will be required at the time of the inspection.

If we do not hear from you by \_\_\_\_\_ so that an inspection can be scheduled, we will have to begin enforcement proceedings regarding failure or refusal to allow access to your property. We hope you will make this unnecessary by responding promptly to this letter.

Very truly yours,

---

George W. Riedesel, P.E., Manager

cc: Richard Bridger  
Philip Cardella  
INSP#2LT/SEWER



(Letter re. inaccessible clean-out)

(Date)

Owner Name  
Street Address  
City, State, Zip

Re: Sanitary Sewer Inspection

Dear \_\_\_\_\_:

Recently, a Millcreek Township Sewer Inspector visited your home to inspect connections to the sanitary sewer system. At that time, there was no access to the clean-out in your basement.

Access to the clean-out is necessary for an inspection, and would also be necessary if you ever have a sewer problem.

Please locate the clean-out and make it accessible for inspection. Please then give me a call at 835-6721, extension 326 so that another appointment can be made to complete this inspection. Your prompt attention will be appreciated.

Very truly yours,

---

Janice K. Agnello  
Executive Assistant

(Notice where apparent violation noted other than from inspection)

(Date)

Owner Name  
Street Address  
City, State, Zip

Re: Unlawful Connection to Sanitary Sewer

Dear \_\_\_\_\_:

It has come to the attention of Millcreek Township and the Millcreek Township Sewer Authority that your property may have a connection of storm or “clean” water to the sanitary sewer system. The Township’s Sewer Use Ordinance prohibits and declares unlawful connections of ground, subsurface or surface drainage or of roof runoff or sump discharges to the sanitary sewer system. The ordinance also authorizes actions to terminate unlawful connections and imposes fines for each day of a violation.

Rather than pursuing enforcement proceedings, we request that you call Jan Agnello in this office at 835-6721, ext. 326 to schedule an inspection of your service lateral and connection. Access to the clean-out in your basement will be required at the time of inspection.

If an inspection should determine that there is no unlawful connection, no further action would be needed. If inspection discloses existence of an unlawful connection, we would provide you with detail of how you can eliminate that connection without legal proceedings being needed.

If we do not hear from you within 15 days after the date of this letter, we will have no choice but to begin actions to enforce the ordinance. We look forward to hearing from you.

Very truly yours,

---

George W. Riedesel, P.E., Manager

cc: Richard Bridger  
Philip Cardella

(Letter to accompany enforcement notice)

(Date)

Owner Name  
Street Address  
City, State, Zip

Re: Unlawful Connection to Sanitary Sewer

Dear \_\_\_\_\_:

It has been determined by Millcreek Township and the Millcreek Township Sewer Authority that your property has a connection of ground or storm water to the sanitary sewer system. Millcreek's Sewer Use Ordinance prohibits such connections, imposes fines for each day of a violation and authorizes measures to terminate the connections.

I am enclosing with this letter an Enforcement Notice citing you with violation of the ordinance. The notice provides detail as to the violation and how it can be rectified.

Before taking action that might lead to imposition of substantial fines, we would like to work with you to assist you in terminating the unlawful connection. To rectify the violation, you must make repairs within 60 days after the date of this letter that will terminate the unlawful connection to the sanitary sewer and redirect ground or storm water in another way that complies with Township ordinances.

Please contact Jan Agnello in this office at 835-6721, ext. 326 when you know that the work will be done, so that an inspector can be present to monitor the disconnection and other work. If work is done without inspection and ends up not meeting standards, additional work would be required. If the unlawful connection is not disconnected within 60 days, fines for each day of violation as recited in the enforcement notice can be imposed. You may contact the Township's Inspector, Phil Cardella (873-4449), or Mrs. Agnello may be able to offer suggestions as to how the unlawful connection can be terminated.

Thank you in advance for your cooperation in this matter.

Very truly yours,

cc: Richard Bridger  
Philip Cardella  
ENFLTR/SEWER

---

George W. Riedesel, P.E., Manager

TOWNSHIP OF MILLCREEK  
3608 West 26th Street  
Erie, PA 16506-2037

**ADMINISTRATIVE ENFORCEMENT NOTICE  
(REMEDIAL ACTION REQUIRED)**

Notice Date: \_\_\_\_\_ Index No. \_\_\_\_\_

**TO:** \_\_\_\_\_, Owner  
of property known as \_\_\_\_\_.

**YOU HAVE VIOLATED SECTION \_\_\_\_\_ OF THE MILLCREEK TOWNSHIP  
SEWER USE ORDINANCE (ORDINANCE NO. 2004-4, AS AMENDED.**

**DATE OF YOUR VIOLATION:** \_\_\_\_\_.  
**YOU VIOLATED THE ORDINANCE BY** \_\_\_\_\_  
\_\_\_\_\_.

**YOU ARE HEREBY DIRECTED TO TAKE THE FOLLOWING ACTION ON OR  
BEFORE \_\_\_\_\_ TO REMEDY THE VIOLATION AND AVOID  
IMPOSITION OF A FINE FOR VIOLATION:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**YOU MUST OBTAIN A PERMIT IF WORK WILL BE DONE TO A SEWER  
CONNECTION. ALL WORK MUST BE INSPECTED, AND NOTICE MUST BE GIVEN  
TO THIS OFFICE SO AN INSPECTION CAN BE SCHEDULED. IF YOU BELIEVE YOU  
HAVE REMEDIED THE VIOLATION, PLEASE CONTACT THE UNDERSIGNED AT  
833-1111 ON MONDAY THROUGH FRIDAY FROM 8 A.M. UNTIL 4:30 P.M. EXCEPT  
ON TOWNSHIP HOLIDAYS.**

**IF YOU DO NOT REMEDY THE VIOLATION BY THE DATE SET FORTH  
ABOVE, A CIVIL ACTION FOR ENFORCEMENT AND FOR JUDGMENT FOR FINES  
AND COSTS WILL BE FILED IN THE OFFICE OF THE DISTRICT JUSTICE. FINES  
PRESCRIBED FOR THE VIOLATION ARE \$600.00 FOR EACH DAY THE VIOLATION  
CONTINUES. IN ANY ENFORCEMENT ACTION, THE TOWNSHIP IS ALSO  
ENTITLED TO RECOVER ATTORNEYS' FEES.**

\_\_\_\_\_  
Signature of Code Enforcement Officer

Title: \_\_\_\_\_

**AUTHORIZATION AND CONSENT**

Property Address: \_\_\_\_\_

The Undersigned(s) is/are the owner(s) of the above property and will be referred to in this document as the "Owner".

Owner has been advised by Millcreek Township and/or the Millcreek Township Sewer Authority (collectively referred to as "Millcreek") that one or more discharges of storm water from the above Property have been connected to the sanitary sewer system, in violation of Millcreek regulations.

Owner understands that this violation can be rectified only by termination of the unlawful connection(s).

Owner has advised Millcreek that Owner is nor or may not be able to afford the costs of repairs necessary to terminate the unlawful connection(s).

Owner authorizes Millcreek and its employees or contractors to:

1. Enter onto the Property and into the building(s) on the Property served by the sanitary sewer, to conduct inspections to identify any unlawful connection(s) to the sanitary sewer system and determine how such connection(s) can best be terminated; and
2. Obtain proposals or quotations from one or more plumbing firm(s) for the work needed to terminate the unlawful connection(s).

Owner understands that Millcreek will then advise Owner of the work believed to be necessary and of the cost proposals it has received. Owner then will have the right either to retain a firm to do the needed work directly for Owner or to then enter into a written contract with Millcreek under which Millcreek would secure a firm to provide the work and submit to Owner an assessment for such costs. If Owner later decides that Millcreek should have the work done and assess Owner for its costs, Owner understands that a lien would be filed against the Property if the assessment was not paid within 30 days. Owner also understands that interest accrues on unpaid assessments at the rate of ten percent (10%) per year.

Date: \_\_\_\_\_

\_\_\_\_\_  
Owner Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Owner Signature

**CONSENT TO REPAIRS AND ASSESSMENT**

Property Address: \_\_\_\_\_

The Undersigned(s) is/are the owner(s) of the above property and will be referred to in this document as the "Owner".

Owner on \_\_\_\_\_ signed an Authorization and Consent which authorized Millcreek Township and the Millcreek Township Sewer Authority (collectively "Millcreek") to inspect Owner's Property and secure proposals or quotations for work to terminate unlawful connections from the Property to Millcreek's sanitary sewer system.

Millcreek's investigation determined that one or more unlawful connections exist at the Property. Millcreek has discussed with Owner the results of its investigation and has advised Owner of the proposals or quotations received from plumbing firms to do that work necessary to terminate the unlawful connection(s). A copy of the quotation or proposal of the firm which Owner is satisfied is most reasonable in price and quality of work is attached to this Consent.

Owner does not have the financial ability to pay in full the costs of the needed work.

Owner understands that if Millcreek secures performance of the needed work at the Property, Owner is responsible for costs of the work as it benefits the Property and rectifies a violation of Millcreek regulations. Owner has been advised that if an assessment for the costs of the work is not paid in full within 30 days after the assessment date, a lien would be filed against the property and interest on the unpaid assessment would accrue at the rate of 10% per year.

With this knowledge, Owner hereby agrees that Millcreek should retain the plumbing firm whose proposal is attached to this Consent to perform work necessary to terminate the unlawful connection(s) at the Property to the sanitary sewer. Owner understands that upon completion of the work and its payment to the retained firm, Millcreek will issue its assessment for said costs to Owner. If Owner does not pay the assessment in full within 30 days after its date, interest on the unpaid amount will accrue at 10% per year from the assessment date and Millcreek Township shall have authority to file a municipal lien for such costs in the Erie County Court of Common Pleas which shall be a lien against Owner's Property until paid in full.

Date: \_\_\_\_\_

\_\_\_\_\_  
Owner Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Owner Signature

(Notice that no unlawful connection detected in inspection)

(Date)

Dear

Thank you for your cooperation in allowing an inspection of your property's sewer connections.

I write to confirm that Millcreek Township's inspection on \_\_\_\_\_ disclosed no indication of any connections to the sanitary sewer system which violate the Township's Sewer Use Ordinance.

Thank you again for your cooperation.

Sincerely,

---

Copy for property file

## DEVELOPER AGREEMENT

THIS AGREEMENT made and entered into the \_\_\_\_\_ day of February, 2004

BETWEEN:

DEVELOPER, INC., a Pennsylvania Business Corporation whose principal office is located at 0000 Street, Millcreek Township, Erie County, and Commonwealth of Pennsylvania, hereinafter referred to as "Developer"

AND

MILLCREEK TOWNSHIP SEWER AUTHORITY, an Authority created under and by virtue of the Municipality Authorities Act of 1945, as amended, with its principal office located in the Township of Millcreek, County of Erie and State of Pennsylvania, hereinafter referred to as "Authority".

WITNESSETH:

WHEREAS, the Developer is the owner of land in Millcreek Township known generally as the \_\_\_\_ Subdivision located at 0000 Street, which is further identified as part of land identified by deed recorded at the Erie County Recorder of Deeds in record book 000 on page 0000 and also as Erie County Index No. 33-000-000-000.00 and as Millcreek Map Parcel No. 000-000; and

WHEREAS, the Developer has submitted design plans to the Authority for approval of sanitary sewers to be installed in \_\_\_\_ Street, (the "Sewer Extension"), to serve the development known as the \_\_\_\_ Subdivision and the developer agrees to construct the Sewer Extension in accordance with the Authority's requirements; and

WHEREAS, the Developer has received conditional approval from the Supervisors of Millcreek Township for the final plan of the \_\_\_\_ Subdivision by letter from the Engineer of Millcreek Township; and

WHEREAS, the Developer has obtained permit approval for the Sewer Extension from the Pennsylvania Department of Environmental Protection.

NOW THEREFORE, in consideration of their intent to be legally bound hereby and other good and valuable consideration, the parties hereto agree as follows:



1.

Sewer Extension - the term Sewer Extension as used herein shall mean all the sanitary sewer pipe and manholes, and any fittings and connections related thereto. It shall also include, where applicable, all pumping stations, force mains, electrical equipment, fencing, valves and any facilities related thereto. Any and all sanitary sewer facilities proposed for construction by Developer which are to become part of the Millcreek Township Sanitary Sewer System are herein defined as the Sewer Extension.

2.

Developer further agrees that said construction shall be in compliance with the Authority's General Specifications for Sewer Main Installation, and the Township of Millcreek Specifications covering backfill, which are incorporated herein by reference, and that such construction shall be subject to inspection and approval by Authority or its agents. The safety of all persons present at and in the vicinity of the site of the work performed pursuant to this Agreement shall be the responsibility of Developer and any contractor employed by Developer, and it shall not be the responsibility of Authority or the Township of Millcreek. Developer and any contractor employed by Developer shall ensure that during the progress of the work there is compliance with the regulations of the Occupational Safety and health Administration relating to "Excavations, Trenching and Shoring," 29 C.F.R. {{1926.650 through 1926.653, and the regulations of the Pennsylvania Department of Labor and Industry relating to "Excavations and Construction," 34 PA. Code {{33.271 through 33.319. Authority shall have the right, but not the obligation, to inspect the work site for compliance with such regulations. The undertaking of inspections by the Authority's engineers or authorized representatives of the Authority shall not be construed as supervision of actual construction nor make the engineers or the Authority responsible for providing a safe place or safe conditions for the performance or work under this agreement or contract by contractor, or contractors' employees or those of the suppliers or subcontractors. It is the sole responsibility of the contractor to provide a safe place and safe conditions for the performance of work and the sole responsibility of the contractor to enforce suitable rules, including all rules promulgated pursuant to the Occupational Safety and Health Act, 29 U.S.C. §651 *et seq.* and implementing regulations, for the safe prosecution of the work and for the safety and health of the workers employed on the project.

3.

Developer further understands and agrees that it will assume all costs and expenses in connection with the construction of the Sewer Extension, including but not limited to the cost of all labor, material, equipment, charges and fees of any kind.

If any portion of the Sewer Extension is constructed within a state right-of-way, Developer agrees to restore the area within the state right-of-way according to the requirements of PennDOT, and further Developer agrees to warranty such restoration for a period of two years.

It is specifically understood and agreed that Developer hereto shall restore the surface of any public or private property, or way through which this Sewer Extension shall be constructed to the condition that existed prior thereto, and at its own expense.

It is specifically understood and agreed that Developer hereto shall contact any Property Owners in at least 48 hours in advanced of any planed disruption of any utility services or road closings. It is also agreed that Developer shall contact Millcreek Township and the Millcreek Township School District regarding said road closings.

It is recognized and understood that Developer may employ a contractor for the purpose of actually constructing the Sewer Extension but, it is also specifically understood and agreed that such employment shall not in any way absolve Developer of any of its obligations under this Agreement.

4.

Developer also agrees to protect and hold harmless the Authority and the Township of Millcreek, and their agents and employees from any and all costs and expenses occasioned by the repair, replacement or maintenance of the Sewer Extension due to defective materials and/or workmanship for a period extending eighteen (18) months beyond the date of its acceptance by the Authority.

5.

Upon completion of the work of construction and final inspection and acceptance by Authority, ownership of the Sewer Extension shall vest in the Authority and all right, title and interest of Developer therein shall cease and terminate; it being the intention of the Developer to convey title to the Authority and to dedicate the Sewer Extension to public use, and the approval and acceptance by the Authority shall be deemed to be acceptance of said dedication. The Developer, upon completion of the construction of the Sewer Extension, agrees to dedicate the rights-of-way in which the Sewer Extension is constructed, by recording a dedication map at the Erie County Recorder of Deeds, after said map has been approved and signed by the Supervisors of Millcreek Township.

6.

If any portion of the Sewer Extension is not constructed within a dedicated right-of-way, Developer agrees upon completion to provide the Authority with an executed Deed of Grant conveying ownership of the Sewer Extension and a twenty (20) foot wide easement, in which the Sewer Extension and appurtenances are constructed for the purpose of operating and maintaining the Sewer Extension. Thereafter, no connection to the Sewer Extension or any house branch shall be made at any time by Developer or any other party or person without first obtaining consent in writing from the Authority and/or Township of Millcreek.

7.

Developer also understands and agrees not only to construct at its own expense the Sewer Extension, but also agrees to pay to the Authority at the time of execution of this Agreement, a Developer Fee for the privilege of tapping into the existing sanitary sewage system, which fee includes services to be furnished by Authority, including design review, inspection, testing and asbuilt plan preparation.

The Developer Fee referred to above is calculated at \$3.50 per lineal foot of gravity sanitary sewer constructed, \$2.00 per lineal foot of forcemain constructed, and \$50.00 per service connection as follows:

FROM MH 0+00 TO MH 4+28 (Example)

428	lineal feet @ \$3.50 per foot =	\$1,498.00	
5	service connection @ \$50.00 ea.=	\$ 250.00	
		\$1,748.00	\$1,748.00

FROM MH 0+00 TO MH 4+28 (Example)

428	lineal feet @ \$3.50 per foot =	\$1,498.00	
200	Lineal feet @ \$2.00 per foot =	\$ 400.00	
3	service connection @ \$50.00 ea.=	\$10,000.00	
	Total Developer Fee:	\$11,898.00	

In the event the expenses incurred by the Authority as a direct result of construction of the Sewer Extension exceed the fee above, the Developer agrees to pay the additional expenses to the Authority.

8.

Developer also agrees to pay any Tapping Fees that may be due on Developer's property from previous sewer extensions. This Tapping Fee must be paid to the Authority as part of this Agreement.

9.

It is specifically understood and agreed between the parties hereto that Developer shall construct all of the proposed Sewer Extension in a continuous manner and shall minimize construction delay to the greatest extent possible.

10.

It is specifically understood and agreed between the parties hereto that Developer shall upon completion of the project, prepare an asbuilt drawing plan. The Authority's inspectors will indicate on the Developer's original sewer design plans and engineer's cut sheets the actual field measurements and will turn over copies of all asbuilt records and measurements to Developer. It will be the responsibility for the Developer to prepare an asbuilt design plan on reproducible drawing media. All inverts and manhole rim elevations shall be field verified by the Developer and indicated on the plans. If any sewer lines, laterals, or manhole locations deviate from the original plans, it will be the responsibility of the Developer to have the changes accurately shown on the asbuilt drawings. All drawings shall show sewer line stationing of all manhole and lateral connections. All drawings will be "D" size (36" x 24") and will be at 1" = 50' scale. The Sewer Authority will maintain all asbuilt records of all sewers and sewer connections installed at the time of initial sewer construction.

11.

Developer agrees to obtain all permits applicable to the construction of the Sewer Extension.

12.

It is understood and agreed between the parties hereto that Millcreek Township will operate the Sewer Extension under a separate agreement between Millcreek Township and the Authority.

13.

In the event that Developer undertakes to construct the sewer extension as contractor, or, if Developer contracts with a third party for construction of all or part of the herein-described sewer extension, Developer agrees to indemnify and hold harmless Authority and the Township of Millcreek from any and all claims for personal injury of any person whether or not an employee of Developer, Authority or the Township of Millcreek, arising out of or related to the construction of the sewer system which is the subject of this Agreement, whether or not the injured party alleges and proves that the loss is attributable in whole or part to any act of omission or commission, breach of duty or negligence on the part of Authority and/or the Township of Millcreek, said indemnity shall hold Authority and the Township of Millcreek harmless from any and all suits, costs, expenses of defense, including attorney fees, judgments and costs, even if it is alleged that said Authority and/or Township were active or passively negligent.

14.

Developer or Contractor agrees to take out, pay for and maintain until completion of the work required by this Agreement, comprehensive broad term public liability insurance and contractual liability insurance. The contractual liability insurance shall insure Developer against liability to Authority and the Township of Millcreek under the provisions of paragraph 13 of this Agreement. A standard certificate of insurance form must be provided to Authority prior to the start of construction. No exclusions shall be indicated on the certificate under public liability coverage. Additional insurance coverage's such as auto liability, excess liability and workers' compensation, including the amounts of coverage provided, shall also be indicated on Developer's certificate of insurance. The comprehensive broad form public liability insurance shall be at least in the amount of \$3,000,000 each occurrence for bodily injury, \$1,000,000 any one account of property damage, the aggregate limit of not less than \$3,000,000. Developer agrees that like insurance requirements, except the contractual liability insurance requirements apply to all contractors connected with the work described herein. Prior to commencement of the work which is the subject of this Agreement, Developer and all contractors shall provide Authority with proof of compliance with the insurance provisions of this Agreement, satisfactory to Authority.

15.

This Agreement is binding on all the heirs, successors and assigns of all parties to this Agreement.

16.

It is agreed by the parties hereto that with respect to any controversy arising in relation to or out of this Agreement, that the laws of Pennsylvania shall apply.

17.

The Developer hereto agrees to indemnify, protect and hold harmless the Authority, its members and employees from any and all claims, lawsuits and other liability including costs of defense arising from construction of the Sewer Extension. Developer shall require the same indemnification from any and all contractors employed by Developer in construction of the Sewer Extension.

18.

Developer is specifically aware of the provisions of Ordinance No. 2004-4 of the Township of Millcreek, enacted March 30, 2004, which inter-alia, prohibits the introduction of any storm water, surface drainage, ground drainage, roof runoff, or subsurface drainage into the public sanitary sewer system. Developer warrants to the Authority that any and all construction done under the within Developer Agreement, whether done by Developer or by Developer's subcontractors or assigns, shall be in compliance with said Ordinance No. 2004-4; Developer hereby agrees to indemnify Authority and the Township of Millcreek for the actual cost of correcting any construction done by Developer, its subcontractors and assigns, in violation of the aforesaid Ordinance No. 2004-4, the Millcreek Township Public and Private Improvements Code or the Rules and Regulations Governing the Millcreek Township Sanitary Sewer System.

19.

The Authority agrees to use its best efforts to charge and collect tapping fees from the owners of properties along the Sewer Extension who request a connection. The Developer agrees to indemnify and hold harmless the Authority from all costs and expense including costs of defense, by reason of any cause of action or claim brought against the Authority to prevent collection of tapping fees. The tapping fees will be collected by the Authority in accordance with the Authority's procedures and existing laws. The amount of the tapping fees to be collected will be determined by dividing the cost and fees of the Sewer Extension by the total property frontage benefited by the Sewer Extension. However, no tapping fee will be charged for any service to the property owned by the Developer as of the date of this Agreement. Any tapping fees collected by the Authority will be refunded to the Developer for a period of ten (10) years following completion of the Sewer Extension.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

DEVELOPER

\_\_\_\_\_  
SIGNATURE / TITLE

WITNESS:

\_\_\_\_\_

MILLCREEK TOWNSHIP SEWER AUTHORITY

\_\_\_\_\_  
CHAIRMAN

ATTEST:

\_\_\_\_\_  
SECRETARY

DEVAGRT/MLK/SEWER

## **XII. CONSTRUCTION STANDARDS**

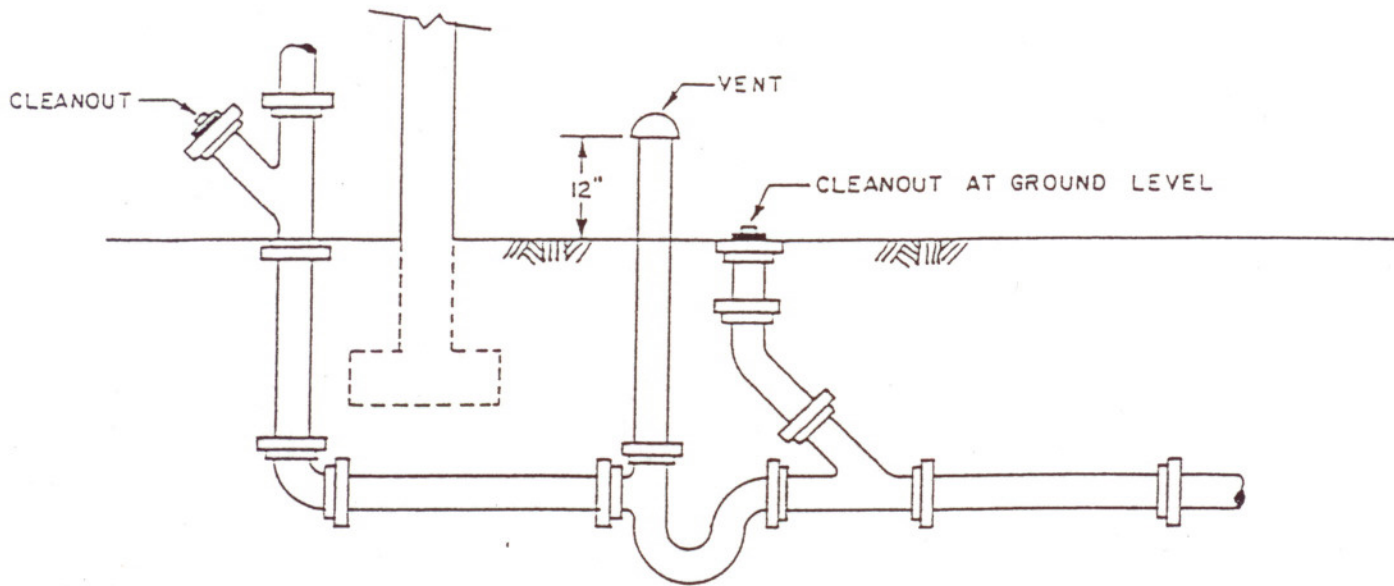
Performance standards for building and branch sewers are as set forth in Part 3.

Standards for traps and clean-outs are as set forth on the attached drawing.

Additional and updated standards for materials and construction shall be established by amendment of these Rules and Regulations.

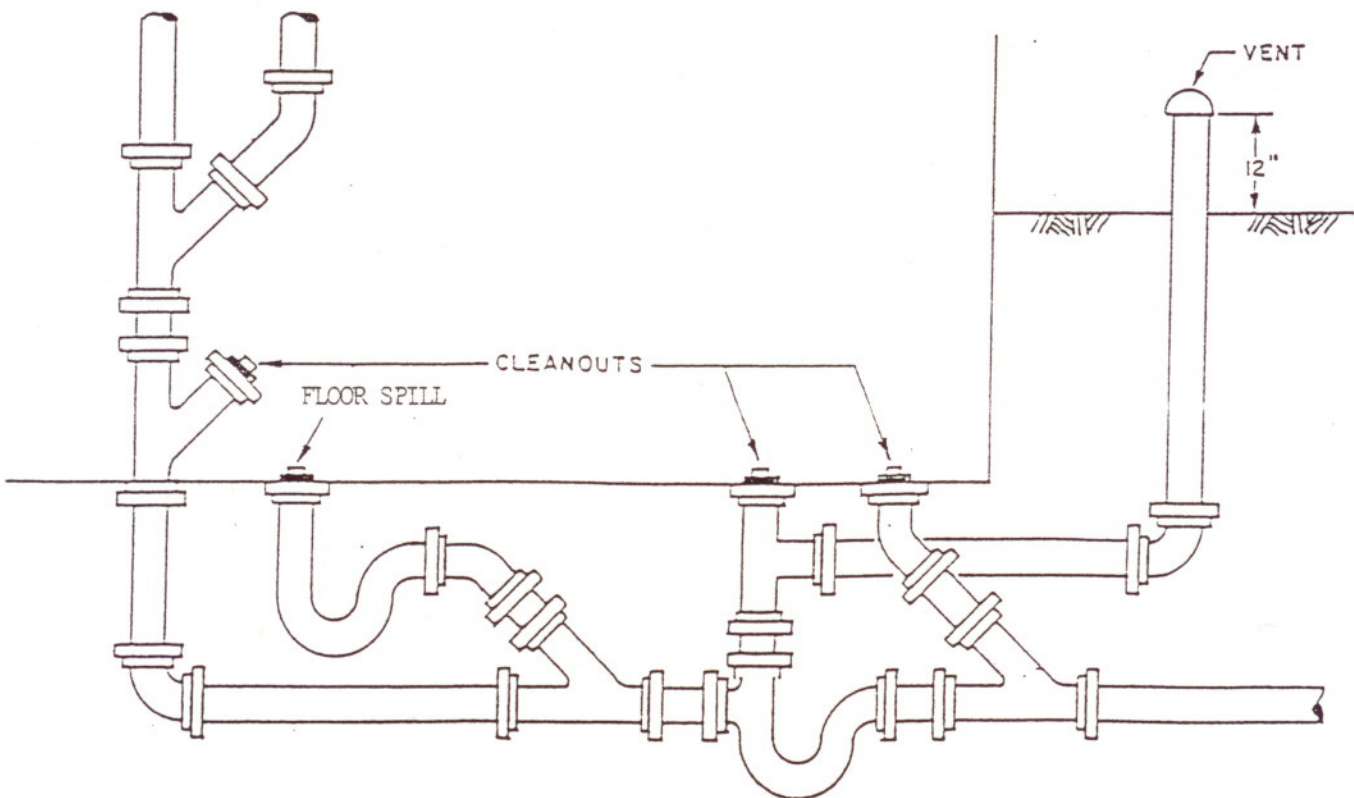
# MILLCREEK TOWNSHIP

## SANITARY SEWER BUILDING CONNECTIONS SEWER TRAP AND CLEANOUT ASSEMBLY



### OUTSIDE BUILDING OR MOBILE HOME

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### INSIDE BUILDING