Greater Hazleton Joint Sewer Authority

INSTRUCTIONS – APPLYING FOR A SEWER PERMIT

- 1. Obtain a Sewer Permit Application packet from the Greater Hazleton Joint Sewer Authority offices located at 500 Oscar Thomas Drive, Valmont Industrial Park, in West Hazleton, PA 18202. -- Phone: (570) 454-0851, or on-line at www.ghjsa.org.
- 2. Read the Application carefully. Draw on Page 2 (Plot Plan for Sewer Lateral Service) or attach a plot plan showing the approximate level of your lateral connection relative to the main sewer line. Include the location where it exits the building or structure and the point at which it connects to the main sewer line. The plot plan will be reviewed by the Authority and/or its Engineer.
- 3. Make a check payable to "GHJSA" for the amount indicated on the Application for Sewer Permit and remit to the Authority along with the completed Application. This will be payment in full for the connection fee and corresponding inspection(s). An agent of the Authority will sign the Application for the purpose of acknowledging receipt of payment of the connection and inspection fees. NOTE: This permit and corresponding fees relate only to GHJSA tapping fees. The municipality, or their Municipal Authority, may charge their own fees, and it is the responsibility of the applicant to contact the respective municipality, or Municipal Authority, to pay all relevant fees. Checks returned from the bank for any reason shall immediately void the permit.
- 4. A separate "Developer's Agreement" with the Authority is required for all non-residential projects and residential projects greater than 2 EDU.
- 5. The Authority will then issue a Letter of Sewer Connection Allocation and a Sewer Permit Approval Document for the Project. This will allow you to apply for a Building Permit at the respective municipal office (City of Hazleton, Borough of West Hazleton, Hazle Township, Sugarloaf Township). Component 3 Planning Modules required by PA DEP can be completed by the Authority and returned to the developer.
- 6. After the lateral connection is completed to the main sanitary sewer line, and before any portion of the lateral and connection is covered or backfilled in any way, you shall notify the Authority, giving a forty-eight (48) hour notice, so a Sewer Inspector can inspect and verify the work is completed to the Authority's specifications. The Sewer Inspectors signature of approval will indicate compliance with the conditions of the Sewer Permit. In the event a lateral connection is covered or otherwise backfilled, the applicant, at applicant's expense, shall re-expose the sewer line to allow for inspection.
- 7. You are reminded that an issued Sewer Permit may subsequently be revoked for reasons as explained in the Application Addendum.

The undersigned Applicant hereby acknowledges receipt of a copy of these instructions on the date indicated below.

| Signature of Appli | icant | Date |
|--------------------|-------|---------------|
| Applicant's Name | | Phone Number: |
| Address | | |
| | | |

Greater Hazleton Joint Sewer Authority

CHECK LIST OF ITEMS

FOR APPLICATION OF SEWER PERMITS

- 1. A written request for Sewer Service describing the use of property and number of EDUs being requested (400 gallons per day = 1 EDU)
- 2. A copy of Deed of Ownership of the Property
- 3. A Detailed Drawing of the Site that includes the following information:
 - a. The depth and location of the sewer line lateral, cleanouts, and connection to main sewer line
 - b. The size of the lot and the lot number
 - c. The location of the house/structure on the lot including location, length, and depth of the sewer lateral and cleanouts
 - d. The point of connection of the lateral to the main sewer line
 - e. The name of the street in which the main sewer line is located
 - f. The number of the nearest manhole located for the proposed lateral connection
- 4. A completed Application for Sewerage Permit signed by the property owner. (For non-residential properties and all properties greater than 2 EDU an additional signed Agreement with the Authority is required)
- 5. A check or money order made payable to Greater Hazleton Joint Sewer Authority for the Sewer Permit Fee (Tap-In Fee)
- 6. A Sewer Permit Application Approval Document will then be completed by the GHJSA or its Agent

*Upon approval of the Sewer Permit and issuance of the Approval Document, the GHJSA will forward a copy of said Permit to the zoning office of the respective municipality where the project is located as a step toward obtaining a municipal Building Permit.

**Note that payment of Sewer Permit Fee (Tap-In Fee) as determined by GHJSA is required prior to the Authority issuing a sewer connection allocation for the project, a letter approving sewer connection allocation, and/or a Component 3 Sewer Planning Module.

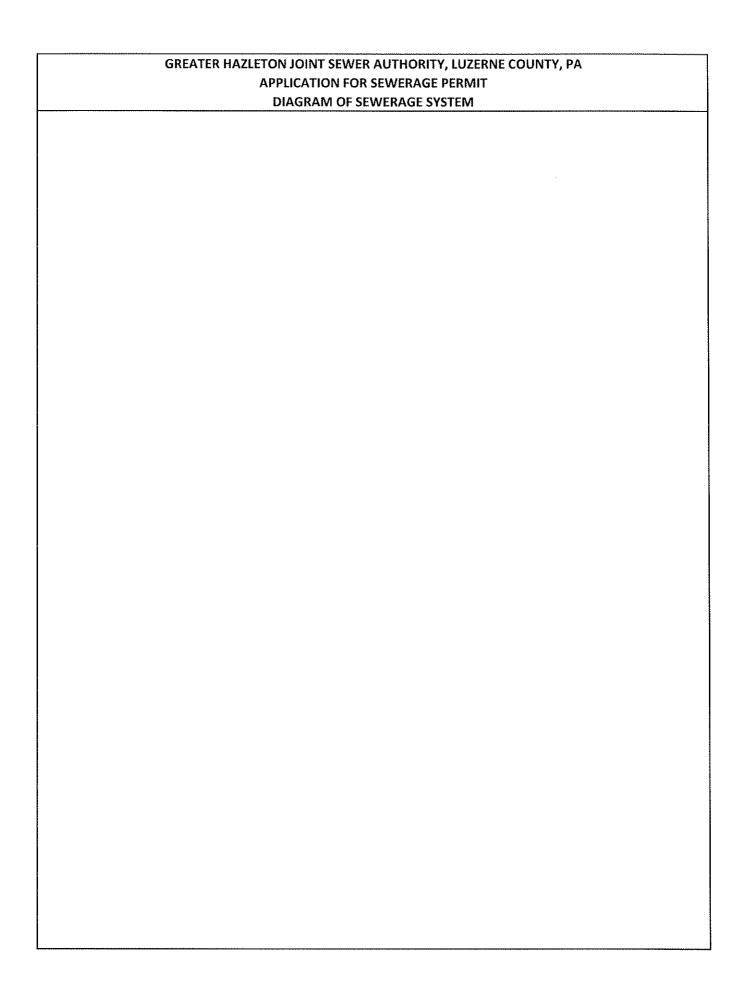
Greater Hazleton Joint Sewer Authority Application for Sewerage Permit

The undersigned Applicant understands that false statements hereon are made subject to the criminal penalties of 18 PA C.S.A. 4904 relating to unsworn falsification to Authorities.

This applies to false statements made anywhere on this application for sewerage permit.

| | term "Sewerage Inspector" as used herein refers to an employed Sewerage Inspector of the Greater Hazleton Joint Sewer Authority to perform the functions of a Sewerage Inspector | * ' |
|----------|--|---|
| | term "Applicant" as used herein refers to all the undersigned applicants, be they one or more | re |
| | Sewerage Permit Number | |
| | Date Filed: | Permit Fee \$ |
| | | (Payable to GHJSA at the time of filing this application) |
| 1 | Service Address/Specific Location | |
| 2 | Owner's Name (As appears on Deed) | |
| 3 | Owner's Address | |
| 4 | Present Use of Structure (& No. of Families) | |
| 5 | Present Building List Type & No. of Units | |
| 6 | Present Use of Land & Dimensions of Land | |
| 7 | Site Location Municipality and Zoning District | |
| 8 | Type of Work: New Structure Existing S | tructure |
| | Addition | n |
| 9 | Proposed Use of Land | ' |
| 10 | Type of Water Service to the Property City Water | er Well Other |
| 11 | Distance to Nearest Sewer Main (ft) | |
| 12 | Name/Street of Sewer Line Intended for Connection | |
| 13 | Name of Applicant(s) | |
| 14 | Signature of Applicant(s) | |
| 15 | Address of Applicant | |
| | | |
| | *** Do Not Write Below This L | .ine*** |
| 1 | Application Approved and Permit Hereby Granted | Yes No |
| 2 | Date Permit Granted | Land 1.15 |
| 3 | If Denied, Reason for Permit Denial | |
| Ì | | |
| | nclusion: The site plans and specifications of the above sewage dis | |
| | mpliance with the provisions of the Pennsylvania Sewage Facilities | Act, as amended, and the |
| sta | ndards adopted pursuant to said act. | |
| <u>ς</u> | wage Inspector for the Greater Hazleton Joint | Date |
| | wer Authority, Luzerne County, PA | <i>bace</i> |

Note that this permit applies to sewerage only and shall not relieve the applicant from ontaining such other permits as may be required by law.



APPLICATION ADDENDUM TO THE GREATER HAZLETON JOINT SEWER AUTHORITY FOR A SANITARY SEWER CONNECTION PERMIT

The Applicant hereby affirms and avers to the following:

Application is hereby made to the Greater Hazleton Joint Sewer Authority (the Authority) for a permit to install or alter a sanitary sewer line (connection) on the undersigned Applicant's real property and/or to connect or tap on to the Authority's existing sanitary sewer system as shown on the attached diagram location. The following information and attachments, together with said location diagram, is made part of and incorporated into this Application.

The Applicant agrees that any error, misstatement or misrepresentation contained in this Application or attachments and diagrams thereto or failure to conform to the requirements and regulations of the Authority, either with or without intention on the part of the Applicant or any change in the location, size, or an increase in the number of permitted Units or use of the Authority's systems made subsequent to the issuance of any permit hereunder without written approval of the Authority or the failure of the Applicant to keep open said sewer system and connection for inspection by the Authority or any violation by the Applicant, its agent, workmen or assigns of any Authority covenants or violation of any of the Authority's rules and regulations, including failure to pay fees and/or charges imposed by the Authority shall constitute sufficient grounds for the revocation by the Authority of any permit issued to the Applicant. It is Applicant's responsibility to report any changes (that is any changes or deviations from the permitted approved work and the actual physical construction) to the Authority and pay all additional Authority fees. The Authority reserves the right to revoke issued permits for any violation of any of the Authority's Rules or Regulations.

In the event that a permit is revoked, the Applicant shall immediately disconnect all permitted lines and connections from the Authority's sewer system. In the event the Applicant does not do so, the Applicant hereby authorizes and permits the Authority, its agents, workmen and assigns, to enter onto their property and disconnect the subject sewer connection or sewer lines. The Applicant shall be solely responsible for all costs and fees associated with any such disconnection. The Applicant, by signing this Application, agrees that the Applicant has received and read and agrees to and shall abide by all existing Authority resolutions, rules and regulations, including but not limited to the Authority's charges and fees.

The Applicant agrees that the Applicant has received and read the Authority's Standard Construction Specifications and Details Documents.

The Applicant shall give the Authority forty-eight (48) hours' Notice and the Authority shall have forty-eight (48) hours to make any inspections of said connection or tap-ons to the Authority's sanitary sewer system.

Applicant shall never discharge or introduce any storm water (including rain water from roof drains and ground water from sump pumps) or other prohibited matter into the Authority's sanitary sewer systems.

This Application shall automatically become part of and be incorporated into any permit issued hereunder.

Any part of this Application or the permit determined by a Court to be void or invalid shall be severable from the remainder of this Application which shall remain in full legal force and effect.

The Applicant(s), hereby verifies that all the statements made by the Applicant on this Application are true and correct. All the foregoing statements and this verification are made

subject to the penalties of 18 Pa. C.S.A. Section 4904 of the Pennsylvania Crimes Code. All the covenants and promises hereunder shall run with the Applicant's real property and shall survive the transfer of title of said real property.

If Applicant does not use the subject EDU connection allocation within one (1) year of the date of this Application, then said allocation shall be rescinded and a new Application must be submitted or an extension be granted, in writing, by the Authority.

The Applicant, his, her, its and/or their heirs, successors and assigns, intend to be and shall be legally bound hereby all the foregoing and all that contained in this Application and further verifies hereby that all the statements made by the Applicant on this Application are true and correct.

| Applicant Signature | Date |
|------------------------|-----------------------|
| Applicant – Print Name | |
| Address | |
| City, State, Zip Code | |
| Telephone Number | GHJSA Accepted By: |
| | |
| | Date |

DEVELOPER'S AGREEMENT

(This Agreement is to be used when the request is for connection of two (2) or more Equivalent Dwelling Units (EDU) to the Authority's sewer system).

| THIS AGREEMENT made this day of | , by and |
|---|----------------------------------|
| between | , with its principal office |
| and place of business at | |
| Pennsylvania, hereinafter referred to as "Developer", and the | Greater Hazleton Joint Sewer |
| Authority, a body politic and corporate organized and exis | sting under the Pennsylvania |
| Municipality Authorities Act of 1945, as amended, with its principality | pal office and place of business |
| at 500 Oscar Thomas Drive, West Hazleton, Pennsylvania, 183 | 202, hereinafter referred to as |
| "Authority". | |
| WHEREAS, in order for the Authority to provide proper | sanitary sewage service for its |
| present and future customers as prescribed and mandated by th | e Pennsylvania Department of |
| Environmental Protection ("DEP"), it has had to process thro | ugh and with the Department |
| extensive engineering and other documentation, resulting in DI | EP's granting, authorizing and |
| allocating to the Authority certain connection allocations; and | |
| WHEREAS, all allocations and corresponding permits | are conditioned upon all fees |
| being paid in full; and | |
| WHEREAS, pursuant to the requirements of the DEI | P, the Authority conditionally |
| allocates EDUs to | (Developer) for the |
| payment of for the property know | vn and referred to as: |
| ; and | |

WHEREAS, all said allocation(s) to Developer shall be subject to the covenants and conditions of this Agreement, as hereinafter detailed.

WITNESSETH:

NOW THEREFORE, in consideration of the following covenants and promises, the parties hereto, intending to be legally bound thereby, agree as follows:

- 1. The subject connection allocation(s) are conditioned upon Developer's full payment prior to the issuance of the sewer permit of all of the Authority fees, including but not limited to: tapping fees, connection fees, customer facility fees, inspection fees, permit fees, and permit application fees.
- 2. In the event that Developer does not pay all related fees, then the connection allocation and corresponding permit shall be revoked.
- 3. The Agreement shall ensure to the benefit of and be legally binding upon the parties hereto, their heirs, successors and assigns, and shall be enforceable in law and in equity.
- 4. In the event that the Developer has not used (the connections are not physically made and inspected) within one calendar year from the date of this Agreement, then the subject allocation(s) shall be rescinded.
- 5. This Agreement and the corresponding connection allocations cannot be assigned to any other party.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Agreement the date first above written.

| WITNESS: | |
|----------|--|
| WITNESS: | GREATER HAZLETON JOINT SEWER AUTHORITY |
| | BY: |

| | | | | : ss. : | | | |
|---|--|------------------------------|----------------------------|------------|-----|----------------|-----------------------------|
| On this, the | _ day | of | | | | , before | e me, a notary |
| public, the undersigned office | | | | | | | |
| acknowledged him/herse | | | | | | | , of |
| | _, and | that l | | | | | |
| being authorized to do so, exe | | | | | | | |
| by signing the name of the | said | | | | | by hi | m/herself as a |
| | | | | | | | |
| IN WITNESS WHER | , | | | | | | |
| | | | | | | | Notary Public |
| | | | | | | | |
| COMMONWEALTH OF P | ENNS | YLVA | ANIA | : | | | |
| COMMONWEALTH OF PI | ENNS | YLVA | ANIA | : : ss. | | | |
| COUNTY OF LUZERNE | | | | : | | , before | e me, a notary |
| COUNTY OF LUZERNE On this, the | _ day | of | | : | | | |
| COUNTY OF LUZERNE On this, the public, the undersigned office | _ day | of onally | appeare | : ed | | | , who |
| On this, the public, the undersigned office acknowledged him/herse | _ day r, pers | of onally to | appeare | ed | | | , who |
| COUNTY OF LUZERNE On this, the public, the undersigned office | _ day r, pers elf _, and | of onally to that l | appeard be he/she i | eds, as su | sch | | , who |
| On this, the public, the undersigned office acknowledged him/herse being authorized to do so, exceptions. | _ day r, pers lf _, and ecuted | ofonally to that l | appeard be he/she in | eds, as su | sch | he purposes th | , who of of erein contained |
| On this, the public, the undersigned office acknowledged him/herse being authorized to do so, except by signing the name of the | _ day r, pers lf _, and ecuted said | ofonally to that l | appeard be he/she in | eds, as su | sch | he purposes th | , who of of erein contained |
| On this, the public, the undersigned office acknowledged him/herse being authorized to do so, exceptions. | _ day r, pers lf _, and ecuted said | ofonally to that l | appeard be he/she in | eds, as su | sch | he purposes th | , who of of erein contained |

Notary Public