

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 Sewerage Permit and remit to the Authority along with the completed Application. This will be payment in full for the tapping fee and corresponding inspection(s). An agent of the Authority will sign the Application for the purpose of acknowledging receipt of payment of the tapping 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. Upon approval by the Authority’s Board of Directors, 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 Inspector’s 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. The applicant understands and agrees that the Authority has the right to revoke the subject permit at the Authority’s discretion at any time during the application, permitting, and inspection process, based upon applicant’s failure to meet all terms and conditions as contained in the Application Addendum attached hereto.

The undersigned Applicant hereby states that the applicant has read the instructions and acknowledges receipt of a copy of these instructions on the date indicated below.

Signature of Applicant

Date

Applicant’s Name

Phone Number:

Address

*****Reminder – Forty-Eight (48) Hour Notice for Inspection --- Call (570) 454-0851*****

Greater Hazleton Joint Sewer Authority

CHECK LIST OF ITEMS

FOR APPLICATION FOR SEWERAGE PERMITS

1. A written request for Sewer Service describing the use of property and number of EDUs being requested (230 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 (Tapping 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 (Tapping Fee) as determined by GHJSA is required prior to the Authority issuing a sewer connection allocation for the project, and/or 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.

The term "Sewerage Inspector" as used herein refers to an employed Sewerage Inspector of the Greater Hazleton Joint Sewer Authority or any agent hired by the Greater Hazleton Joint Sewer Authority to perform the functions of a Sewerage Inspector

The term "Applicant" as used herein refers to all the undersigned applicants, be they one or more

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 Structure
 Addition Alteration
- 9 Proposed Use of Land _____
- 10 Type of Water Service to the Property City Water 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 Line***

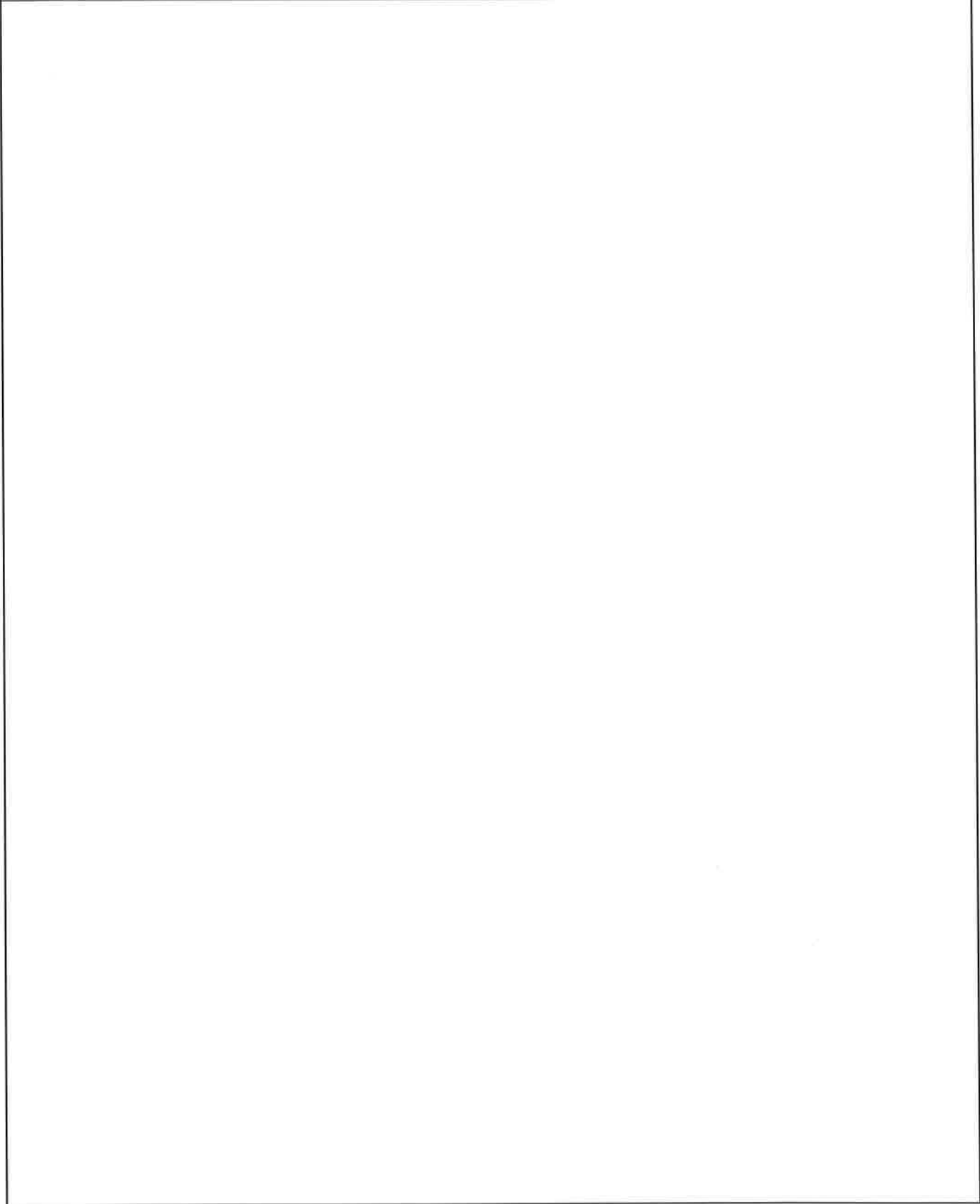
- 1 Application Approved and Permit Hereby Granted Yes No
- 2 Date Permit Granted _____
- 3 If Denied, Reason for Permit Denial _____

Conclusion: The site plans and specifications of the above sewage disposal system are (are not) in compliance with the provisions of the Pennsylvania Sewage Facilities Act, as amended, and the standards adopted pursuant to said act.

Sewerage Inspector for the Greater Hazleton Joint Sewer Authority, Luzerne County, PA

Date _____

**GREATER HAZLETON JOINT SEWER AUTHORITY, LUZERNE COUNTY, PA
APPLICATION FOR SEWERAGE PERMIT
DIAGRAM OF SEWERAGE SYSTEM**



**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, following Notice and a reasonable opportunity to cure.

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, provided that Developer has not requested and been granted an extension, in writing, by the Authority.

The Developer/Applicant has the option, on an annual basis, to request a one-year extension to the term of the Developer's Agreement and the Permit. The request shall be made in writing to the Authority. The Authority shall respond to the Applicant's request in writing within five days after the next regularly scheduled Regular Monthly Meeting of the Authority's Board of Directors. Said request for an extension shall not unreasonably be withheld.

The Authority shall, at its sole discretion, based upon competent engineering advice and all other factors and conditions relating to the sanitary sewage system existing at the time of Application and the particular development plan, reasonably determine the sewer capacity, if any, to be allocated to the Applicant for the Development. If requested by the Authority, Applicant shall cooperate with the Authority's engineer and provide all documentation, calculations and other information requested by the Authority's engineer for review and validation of the Applicant's requested EDU allocation.

The Authority has the right to review and correspondingly determine the number of EDU's to be allocated to the Applicant.

If the actual EDU usage upon completion of the project is reasonably determined by the Authority to be substantially different than the original allocation amount, the Applicant shall be

required to submit a revised Sewage Facilities Planning Module to DEP. Payment for additional EDU's (or refund for unused EDU's) shall be made upon DEP's approval of the revised Planning Module submission.

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 "Applicant", and the Greater Hazleton Joint Sewer Authority, a body politic and corporate organized and existing under the Pennsylvania Municipality Authorities Act of 1945, as amended, with its principal office and place of business at 500 Oscar Thomas Drive, West Hazleton, Pennsylvania, 18202, 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 the Pennsylvania Department of Environmental Protection ("DEP"), it has had to process through and with the Department extensive engineering and other documentation, resulting in DEP's granting, authorizing and allocating to the Authority certain connection allocations; and

WHEREAS, EDU allocations shall not be issued until full payment for said EDU's has been received by the Authority; and

WHEREAS, a sewage connection permit shall not be issued until all fees are paid in full; and

WHEREAS, pursuant to the requirements of the DEP, the Authority allocates _____ EDUs to _____ (Developer) for the payment of _____ for the property known 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. All fees, including, but not limited to tapping fees, connection fees, inspection fees, and permit fees shall be paid prior to the issuance of the subject EDU's.
2. In the event that Developer does not pay all related fees, then the connection allocation and corresponding permit shall not be issued.
3. The Agreement shall inure 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) the subject EDU's within one calendar year from the date of this Agreement, then the subject allocation(s) shall be rescinded, subject to the provisions of Section 5 hereof.
5. The Developer/Applicant has the option, on an annual basis, to request a one-year extension to the term of the Developer's Agreement. The request shall be made in writing to the Authority. The Authority shall respond to the Applicant's request in writing within five days after the next regularly scheduled Regular Monthly Meeting of the Authority's Board of Directors. Said request for an extension shall not be unreasonably be withheld.
6. The Authority shall, at its sole discretion, based upon competent engineering advice and all other factors and conditions relating to the sanitary sewage system existing at the time of application and the particular development plan, reasonably determine the sewer capacity, if any, to be allocated to the Applicant for the Development. If requested by the

Authority, Applicant shall cooperate with the Authority's engineer and provide all documentation, calculations and other information requested by the Authority's engineer for review and validation of the Applicant's requested EDU allocation.

7. The Authority has the right to review and correspondingly reasonably determine the number of EDU's to be allocated to the Applicant.

8. If the actual EDU usage upon completion of the project is reasonably determined by the Authority to be substantially different than the original allocation amount, the Applicant shall be required to submit a revised Sewage Facilities Planning Module to DEP. Payment for additional EDU's (or refund for unused EDU's) shall be made upon DEP's approval of the revised Planning Module submission.

9. This Agreement and the corresponding connection allocations cannot be assigned to any other party.

10. In the event that any one or more of the provisions contained in this Agreement, or the application thereof, in any circumstance, shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of such provisions or provisions in any other circumstance shall not be affected or impaired thereby, and the remaining provisions contained in this Agreement shall remain in full force and effect and be construed and interpreted as if such invalid or unenforceable provision or provisions were never included. The provisions of this Agreement shall be severable.

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: _____

COMMONWEALTH OF PENNSYLVANIA :

: **ss.**

COUNTY OF LUZERNE :

On this, the _____ day of _____, _____, before me, a notary public, the undersigned officer, personally appeared _____, who acknowledged him/herself to be _____, of _____, and that he/she is, as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said _____ by him/herself as a _____.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Notary Public

COMMONWEALTH OF PENNSYLVANIA :

: **ss.**

COUNTY OF LUZERNE :

On this, the _____ day of _____, _____, before me, a notary public, the undersigned officer, personally appeared _____, who acknowledged him/herself to be _____, of _____, and that he/she is, as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said _____ by him/herself as a _____.

5/26/2021

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Notary Public