

SEWER SERVICE AGREEMENT

THIS AGREEMENT made this 26th day of July, 2004, by and between the TOWNSHIP OF HALIFAX, Dauphin County, Pennsylvania, a township of the second class organized and operating under the laws of the Commonwealth of Pennsylvania, with its offices at 214 North River Road, Halifax, PA, 17032, hereinafter referred to as the "Township," and the HALIFAX MUNICIPAL AUTHORITY, a municipality authority incorporated under the laws of the Commonwealth of Pennsylvania with offices located at 2nd & MARKET ST Halifax, PA, 17032, hereinafter referred to as the "Authority."

RECITATIONS

The Authority owns and operates a wastewater collection system and a wastewater treatment plant, collectively referred to as the "Sewer System," operating under permits issued by the Pennsylvania Department of Environmental Protection (hereinafter "DEP"); and

The Township has determined that certain areas of the Township are not acceptable for on-site sewage disposal and require sewage service; and

The Authority's Sewer System has capacity to provide sewer service to additional customers and can be expanded to provide additional capacity if necessary; and

The Township desires that sewer service be provided to Township residents by the Authority; and

The Township desires that the Authority be permitted to administer the operation and use of the Sewer System in a businesslike manner, including the collection of such fees and charges as the Authority has established for connection to and use of the Sewer System, and for the Authority to establish the standards for the construction and maintenance of the parts of the Sewer System so as to make it effective and useful;

NOW THEREFORE, for and in consideration of the mutual promises contained herein, and each party intending to be legally bound hereby, the parties agree and covenant as follows:

Incorporation of Recitations

1. The foregoing Recitations are incorporated into and made a part of this Agreement.

Provision Of Sewer Service Within The Township

2. Subject to the terms and conditions of this Agreement, the Township agrees to allow the Authority to: (1) provide sewer service within the Township; (2) require all sewer construction within the Township for sewers intended to be, or with the potential to become, dedicated to the Authority to meet the Authority's construction standards; and (3) assess and collect fees, charges, and costs from Township residents served or to be served by the Sewer System.

Sewer Service Planning

3. The Township will designate those areas of the Township in which the Authority may provide sewer service by means of delineation of the areas in the Comprehensive Plan adopted under the provisions of the Municipal Planning Code, or in the Sewage Facilities Plan adopted under the provisions of the Sewage Facilities Act. The designated areas may be revised from time to time by revision of the Comprehensive Plan or by adoption of a Sewage Plan Revision or a DEP Module effecting an amendment of the Sewage Facilities Plan.
4. Except as specially provided in this Agreement or as otherwise agreed by the parties in a subsequent agreement, designation by the Township of an area to receive sewer service shall not obligate the Authority to construct any Sewer System facilities or to provide sewer service to such areas.
5. The Authority will cooperate with the Township during the planning process by providing necessary information so that the Comprehensive Plan or the Sewage Facilities Plan update or amendment may be completed or revised in a timely and accurate fashion. When a Sewage Facilities Plan is involved, the Township shall include the Authority in its planning activities in an advisory role.
6. The cost of preparing Comprehensive Plan revisions and Sewage Facilities Plan amendments and updates shall be paid as follows:
 - a. All costs associated with making revisions to the Township Comprehensive Plan shall be borne by the Township.
 - b. All costs associated with routine Sewage Facilities Plan Revisions initiated by a DEP Module shall be borne by the Township.

- c. Costs associated with Sewage Facilities Plan Update Revisions undertaken by a formal Plan Update process shall be shared by the Township and the Authority as follows:
 - i. All costs shall be itemized on a Task Activity Report ("TAR") submitted to and approved by the DEP, which may be revised from time to time with DEP approval;
 - ii. During development of the TAR, the Township will cooperate with the Authority to provide a TAR that is acceptable to both parties; should the parties be unable to agree, however, the Township, as the entity regulated by the Sewage Facilities Act, shall have the final word on the contents of the TAR;
 - iii. The engineer that prepares the TAR shall, to the extent practicable, provide an itemization of those costs associated with Plan elements that are expected to be associated with areas in which sewer service by the Authority is planned;
 - iv. Upon completion of the Sewage Facilities Plan Update process, and following DEP approval of the revised Sewage Facilities Plan, the engineer will provide a cost breakdown based on actual costs of planning activities associated with areas in which sewer service by the Authority is planned; it is recognized by both parties that the final costs may differ from the cost estimates discussed in item iii above;
 - v. The net DEP-approved planning costs associated with areas in which sewer service by the Authority is planned (after adjustment for any grants received) shall be shared equally by the Township and Authority. Upon presentation of an itemization of these costs to the Authority by the Township, the Authority shall pay its half-share to the Township.
7. This Agreement is not exclusive. Should the planning activities identify an entity that can provide sewer service to some portion of the Township that is not being served by, or is not designated to be served by the Authority and is not located within a reasonable distance of the Sewer System, and which the Township determines to be competent and capable of providing such service, the Township may enter into a service agreement with that entity. Provided, however, that those portions of the Township already served by or designated to be served by the Authority shall not be served by another entity unless the Authority agrees

otherwise in writing.

- a. For purposes of the above paragraph, the term “those portions of the Township already served by, or designated to be served by the Authority” is hereby defined as areas identified in the Township’s Sewage Facilities Plan as areas to be served by the Authority, or areas within a reasonable distance of such an identified area such that extension of sewers into the area by the Authority can be done practicably and economically.

Township To Enact A Sewer Service Ordinance As A Condition Precedent

8. The Township will enact an Ordinance (hereinafter, the “Sewer Service Ordinance”) that requires all properties on which any portion of the principal residence or building is within one hundred fifty (150’) feet of a sewer to connect to the sewer within sixty days of receipt of a notice to connect served on the property owner by the Township. The Ordinance shall provide that such connections shall be required regardless of whether sewer service is available by gravity or by a pressure connection.
9. The Sewer Service Ordinance shall provide that all sewage-related facilities constructed by property owners for connection to the Sewer System, or intended to be dedicated to the Township or the Authority, shall be constructed according to the standards established by the Authority.
10. The Sewer Service Ordinance shall provide that a notice to connect (“NTC”) may be served on property owners by the Authority after not less than thirty days’ notice to the Township of the Authority’s intent to serve the NTC. Upon receipt of said notice, the Township shall have the right to notify the Authority that the NTC must be deferred for a period chosen by the Township, not to exceed five years after receipt of the notice of intent to issue the NTC.
 - a. The right to defer shall apply only to residential properties existing at the time this Agreement is executed. No right to defer shall apply where the Authority initiates any construction of sanitary sewer lines.
 - b. Should the Township’s Sewage Enforcement Officer determine that the property in question is not adequately served by a properly functioning on-lot sewer system, then the Township’s right to require deferral of the NTC shall not apply.
 - c. The Authority agrees that the decision of the Township whether or not to defer service of a NTC to a property owner under the terms of the Sewer

Service Ordinance and this Agreement shall be at the sole discretion of the Township.

- d. The Township shall notify every property owner that is subject to a deferral of the period that has been deferred, the necessity of connection to the sewer system when the period expires, and the need to notify a buyer of the property of the deferral.
11. The Sewer Service Ordinance shall provide that upon construction of Sewer System facilities in the Township, all new construction subject to connection to the Sewer System as set forth above (*i.e.*, where the principal building is within one hundred fifty feet of a sewer) shall be required to obtain a sewer connection permit as required by the Authority before a building permit will be issued by the Township.
12. The Sewer Service Ordinance shall provide that the Authority may directly assess those Township residents who are required to connect to the sewer system the application fees, connection fees, tapping fees, special facility fees, and other fees (hereinafter collectively referred to as "all applicable fees") as are authorized by law. Property owners subject to a deferral pursuant to Paragraph 10 above shall have the right to pre-pay all applicable fees at the then prevailing rates at the time payment is made. If property owners subject to a deferral do not pre-pay all applicable fees in effect at the time of such deferral, the amount of all applicable fees paid by such property owners will be the amount in effect at the time of connection.
13. The Sewer Service Ordinance shall provide that the Authority may directly assess Township residents that are served by the Sewer System such service fees and costs as are authorized by law and in accordance with the rates established by the Authority as provided by law.
14. The Sewer Service Ordinance shall provide that the failure of a Township resident to pay such fees or charges as may be due to the Authority shall constitute a summary offense, subject, upon conviction thereof, to such penalties as are authorized by law to be imposed for such offenses.
15. The enactment of a Sewer Service Ordinance substantially as provided above is a condition precedent and failure to enact such an ordinance within one hundred thirty (130) days of the execution of this Agreement shall render this Agreement void and discharge all of the obligations of the parties hereto; provided, however, that the time limit for enactment may be extended once in writing by the

- Authority for a period not to exceed an additional one hundred (100) days.
16. The Sewer Service Ordinance, once enacted, shall be kept in full force and effect and shall be enforced as allowed by law so as to effectuate the purposes of this Agreement. Should a violation of the Sewer Service Ordinance be brought to the attention of the Township, the Township will take such action as it determines is necessary to cause the violation to cease.
 17. Neither the Sewer Service Ordinance nor any other act of the Township shall affect the right of the Authority to require compliance with its rules and regulations for the construction and use of its sewer system, nor shall it impair the Authority's right to collect fees and charges associated with connection to and use of the sewer system.

Authority's Obligations

18. The Authority shall construct (or oversee the construction), maintain, and operate the Sewer System in accordance with accepted practices so as to keep it, and all of its components, in good repair and working order and to provide sufficient and reliable sewer service and comply with all applicable laws and regulations, current or future, and all permits, orders and requirements lawfully made by the Environmental Protection Agency, the Pennsylvania Department of Environmental Protection, or other authorized governmental agency.
19. Upon the request of the Township, the Authority shall make available for inspection and copying any and all records related to the construction of the Sewer System or any component thereof within the Township; all records related to the calculation of fees, rates and charges imposed on any Township resident; and all records related to the assessment and collection of rates and charges from any Township resident.

Special Rate Districts In The Township Limited

20. The Authority hereby agrees and covenants that it will not establish special sewer rates for Township residents or "rate districts" within the Township that are different from rates charged to residents of Halifax Borough, unless it first presents information at a regular or special public meeting of the Township Supervisors in support of the establishment of such rates or such a rate district. Such information shall include calculations showing that the provision of sewer service to the proposed area entails costs that exceed the average cost of service for all other areas on a per-EDU basis.

Authority Reserves The Right To Plan Sewage Facilities Expansions/Improvements

21. This Agreement does not obligate the Authority to expand, improve, or augment any Sewage Facilities.
22. The Authority shall, as allowed by available resources, provide sewer service to those areas of the Township provided for by the appropriate planning documents. When an expansion, improvement, or addition to its facilities, including the wastewater treatment plant, is necessary to increase the service, the Authority will conduct such studies and inquiries as are necessary to determine how such an expansion, improvement, or addition can be effectuated in the shortest reasonable time and shall endeavor to construct such expansions, improvements, or additions within such time. Provided, however, that this Agreement does not obligate the Authority to expend resources or incur debt beyond its ability to pay.
23. This Agreement does not constitute a reservation of sewage treatment capacity by the Township or an obligation to provide sewage treatment capacity to any Township residents. Capacity availability and reservation shall be accomplished through the Sewage Facilities Planning process or by other agreements between the Authority and persons desiring to obtain such capacity.

Relations Between the Parties

24. The parties hereto covenant and agree that neither shall be liable to the other in damages for a failure to strictly comply with the terms of this Agreement by reason of or resulting from an act of God, riot, sabotage, public calamity, flood, fire, strike, or other event beyond its reasonable control. In the event of damage to the Sewer System from such a cause, the Authority shall proceed promptly to remedy the consequences of the event at its own cost and expense.
25. Each party hereto agrees to indemnify, defend, and save harmless the other party against all costs, losses, damage, causes of action, or penalties incurred on account of any injury to any person or property occurring in the performance of this Agreement and due to the negligence or wrongdoing of the party, including its agents, assigns, contractors, or employees.

This Agreement

26. This Agreement represents the entire agreement between the parties and no prior or contemporaneous agreement, understanding, or communication shall be admissible to prove the terms hereof.

27. This Agreement may only be amended in writing by agreement of the parties.
28. Should any provision of this Agreement for any reason be held to be illegal, unenforceable, void or invalid, no other provision of this Agreement shall be affected and this Agreement shall then be construed and enforced as if such illegal, unenforceable, void or invalid provision had not been contained herein.
29. The failure of a party to insist on the strict performance of this Agreement or any of its terms shall not serve as a waiver or a course of dealing in any future dealings with regard to that term or of any other.

Assignment by the Authority

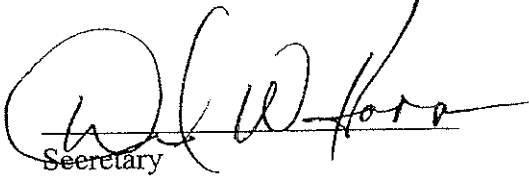
30. This Agreement concerns matters of public health and safety and shall be kept in effect so as to protect public health, safety and welfare.
31. The Authority may assign this Agreement to another entity serving the same function of providing sewer service, including another municipality authority, a private enterprise, or a municipality, provided that the assignee shall sign an agreement to abide by the terms of this Agreement and any amendments hereto, and provided that prior to the assignment the Authority notifies the Township of its intention of doing so.
32. Should the Authority be dissolved by the Borough of Halifax as provided by law, this Agreement shall be assigned by the Authority prior to such dissolution to the entity that acquires the Sewer System or that portion of the Sewer System situate in the Township. Such an assignment, if not explicitly made, shall be deemed to have been made by the operation of this Agreement prior to the dissolution of the Authority.

Term

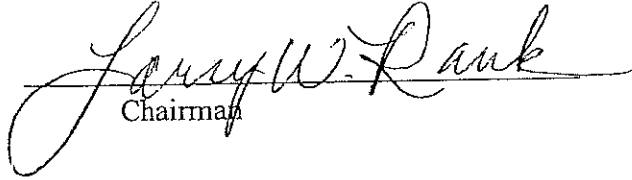
33. This Agreement, including any amendments thereto, shall remain in effect for a period of twenty years from the date of execution. Thereafter, this Agreement shall automatically renew for consecutive periods of ten years unless one party provides written notice to the other at least one year in advance of the termination date of its intent to terminate the Agreement.

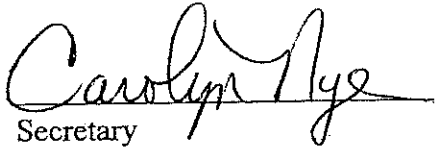
The parties hereto have caused this Agreement to be executed by their respective duly authorized officers, attested, and their corporate seals affixed as authorized by resolutions adopted by their respective Boards at public meetings, as appears in the minutes.

ATTEST

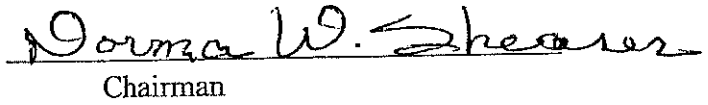

Secretary

HALIFAX MUNICIPAL
AUTHORITY


Chairman


Secretary

HALIFAX TOWNSHIP


Chairman

SEWER SERVICE AGREEMENT

This AGREEMENT made this 13th day of April, 2015, by and between the TOWNSHIP OF HALIFAX, Dauphin County, Pennsylvania, a Township of the Second Class organized and operating under the laws of the Commonwealth of Pennsylvania, with its offices at 102 Fisher Street, Halifax, Pennsylvania 17032, hereinafter referred to as the "Township," and the HALIFAX AREA WATER AND SEWER MUNICIPAL AUTHORITY a municipality authority incorporated under the laws of the Commonwealth of Pennsylvania with offices located at 203 Armstrong Street, Halifax, Pennsylvania 17032, hereinafter referred to as the "Authority."

RECITATIONS

The Authority owns and operates a wastewater collection system and a wastewater treatment plant, collectively referred to as the "Sewer System," operating under permits issued by the Pennsylvania Department of Environmental Protection (hereinafter "DEP"); and

The Township has determined that certain areas of the Township are not acceptable for on-site sewage disposal and require sewage service; and

The Authority's Sewer System has capacity to provide sewer service to additional customers and can be expanded to provide to Township residents by the Authority; and

The Township desires that the Authority be permitted to administer the operation and use of the Sewer System in a businesslike manner, including the collection of such fees and charges as the Authority has established for connection to and use of the Sewer System, and for the Authority to establish the standards for the construction and maintenance of the parts of the Sewer System so as to make it effective and useful:

NOW THEREFORE, for and in consideration of the mutual promises contained herein, and each party intending to be legally bound hereby, the parties agree and covenant as follows:

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Sewer Service Planning

3. The Township will designate those areas of the Township in which the Authority may provide sewer service by means of delineation of the areas in the Comprehensive Plan adopted under the provisions of the Municipal Planning Code, or in the Sewage Facilities Plan adopted under the provisions of the Sewage Facilities Act. The designated areas may be revised from time to time by revision of the Comprehensive Plan or by adoption of a Sewage Plan Revision or a DEP Module effecting and amendment of the Sewage Facilities Plan.
4. Except as specially provided in this Agreement or as otherwise agreed by the parties in a subsequent agreement, designation by the Township of an area to receive sewer service shall not obligate the Authority to construct and Sewer System facilities or to provide sewer service to such area.
5. The Authority will cooperate with the Township during the planning process by providing necessary information so that the Comprehensive Plan or the Sewage Facilities Plan update or amendment may be completed or revised in a timely and accurate fashion. When a Sewage Facilities Plan is involved, the Township shall include the Authority in its planning activities in an advisory role.
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 - iii. The engineer that prepares the TAR shall, to the extent practicable,

provide an itemization of those costs associated with Plan elements that are expected to be associated with area on which sewer service by the Authority is planned;

- iv. Upon completion of the Sewage Facilities Plan Update process, and following DEP approval of the revised Sewage Facilities Plan, the engineer will provide a cost breakdown based on actual costs of planning activities associated with areas on which sewer service by the Authority is planned; it is recognized by both parties that the final costs may differ from the cost estimates discussed in item iii above;
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7. This agreement is not exclusive. Should the planning activities identify an entity that can provide sewer service to some portion of the Township that is not being served by, or is not designated to be served by the Authority and is not located within a reasonable distance of the Sewer System, and which the Township determines to be competent and capable of providing such service, the Township may enter into a service agreement with that entity. Provided, however, that those portions of the Township already served by or designated to be served by the Authority shall not be served by another entity unless the Authority agrees otherwise in writing.
- a. For purposes of the above paragraph, the term “those portions of the Township already served by, or designated to be served by the Authority” is hereby defined as areas identified in the Township’s Sewage Facilities plan as areas to be served by the Authority, or areas within a reasonable distance of such and identified area such that extension of sewers into the area by the Authority can be done practicably and economically.

Township To Enact A Sewer Service Ordinance As A Condition Precedent

8. The Township will enact an Ordinance (hereinafter, the “Sewer Service Ordinance”) that requires all properties on which any portion of the principal residence or building is within one hundred fifty (150’) feet of a sewer to connect to the sewer within sixty days of receipt of a notice to connect served on the property owner by the Authority. The Ordinance shall provide that such connections shall be required regardless of whether sewer service is available

by gravity or by a pressure connection.

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10. The Sewer Service Ordinance shall provide that a notice to connect ("NTC") may be served on property owners by the Authority after not less than thirty days notice to the Township of the Authority's intent to serve the NTC. Upon receipt of said NTC, the Township shall have the right to notify the Authority that the NTC must be deferred for a period chosen by the Township, not to exceed five years after the receipt of the notice of intent to issue the NTC.
 - a. The right to defer shall apply only to residential properties existing at the time this agreement is executed.
 - b. No right to defer shall apply where the Authority initiates any construction of sanitary sewer lines.
 - c. Should the Township's Sewage Enforcement Officer determine that the property in question is not adequately served by a properly functioning on-lot sewer system, then the Township's right to require deferral of the NTC shall not apply.
 - d. The Authority agrees that the decision of the Township whether or not to defer service of a NTC to a property owner under the terms of the Sewer Service Ordinance and this Agreement shall be at the sole discretion of the Township.
 - e. The Township shall notify every property owner that is subject to a deferral of the period that has been deferred, the necessity of connection to the sewer system when the period expires, and the need to notify a buyer of the property of the deferral.
11. The Sewer Service Ordinance shall provide that upon construction of Sewer System facilities in the Township, all new construction subject to connection to the Sewer System as set forth above (*i.e.*, where the principal building is within one hundred fifty feet of a sewer) shall be required to obtain a sewer connection permit as required by the Authority before a building permit will be issued by the Township.
12. The Sewer Service Ordinance shall provide that the Authority may directly assess those Township residents who are required to connect to the sewer system the application fees, connection fees, tapping fees, special facility fees, and other fees

(hereinafter collectively referred to as "all applicable fees") as are authorized by law. Property owners subject to a deferral pursuant to Paragraph 10 above shall have the right to pre-pay all applicable fees at the then prevailing rates at the time of such deferral, the amount of all applicable fees paid by such property owners will be the amount in effect at the time of connection.

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14. The Sewer Service Ordinance shall provide that the failure of a Township resident to pay such fees or charges as may be due to the Authority shall constitute a summary offense, subject, upon conviction thereof, to such penalties as are authorized by law to be imposed for such offenses.
15. The enactment of a Sewer Service Ordinance substantially as provided above is a condition precedent and failure to enact such an Ordinance within one hundred eighty (180) days of the execution of this Agreement shall render this Agreement void and discharge all of the obligations of the parties hereto; provided, however, that the time limit for enactment may be extended once in writing by the Authority for a period not to exceed an additional one hundred (100) days.
16. The Sewer Service Ordinance, once enacted, shall be kept in full force and effect and shall be enforced as allowed by law so as to effectuate the purposes of this Agreement. Should a violation of the Sewer Service Ordinance be brought to the attention of the Township, the Township will take such action as it determines is necessary to cause the violation to cease.
17. Neither the Sewer Service Ordinance nor by other act of the Township shall affect the right of the Authority to require compliance with its rules and regulations for the construction and use of its sewer system, nor shall it impair the Authority's right to collect fees and charges associated with connection to and use of the Sewer System.

Authority's Obligations

18. The Authority shall construct (or oversee the construction), maintain, and operate the Sewer System in accordance with accepted practices so as to keep it, and all of its components, in good repair and working order and to provide sufficient and reliable sewer service and comply with all applicable laws and regulations, current or future, and all permits, orders and requirements lawfully made by the Environmental Protection Agency, the Pennsylvania Department of Environmental Protection, or other authorized governmental agency.

19. Upon the request of the Township, the Authority shall make available for inspection and copying any and all records related to the construction of the Sewer System or any component thereof within the Township; all records related to the calculation of fees, rates and charges imposed on any Township resident; and all records related to the assessment and collection of rates and charges from any Township resident.

Special Rate Districts In The Township Limited

20. The Authority hereby agrees and covenants that it will not establish special sewer rates for Township residents or "rate districts" within the Township that are different from rates charges to resident of Halifax Borough, unless it first presents information at a regular or special public meeting of the Township Supervisors in support of the establishment of such rates or such a rate district. Such information shall include calculations showing that the provisions of sewer service to the proposed area entails costs that exceed the average cost of service for all other area on a per-EDU basis.

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23. This Agreement does not constitute a reservation of sewage treatment capacity to any Township residents. Capacity availability and reservation shall be accomplished through the Sewage Facilities Planning process or by other agreements between the Authority and person desiring to obtain such capacity.

Relations Between the Parties

24. The parties hereto covenant and agree that neither shall be liable to the other in damages for a failure to strictly comply with the terms of this Agreement by reason of or resulting from an act of God, riot, sabotage, public calamity, flood, fire, strike, or other event beyond its reasonable control. In the event of damage to the Sewer System from such a cause, the Authority shall proceed promptly to

remedy the consequences of the event at its own cost and expense.

25. Each party hereto agrees to indemnify, defend, and save harmless the other party against all costs, losses, damage, causes of action, or penalties incurred on account of any injury to any person or property occurring in the performance of this Agreement and due to the negligence or wrong doing of the party, including its agents, assigns, contractors, or employees.

This Agreement

26. This Agreement represents the entire agreement between the parties and no prior or contemporaneous agreement, understanding, or communication shall be admissible to prove the terms hereof.
27. This Agreement may only be amended in writing by agreement of the parties.
28. Should any provision of this Agreement for any reason be held to be illegal, unenforceable, void or invalid, no other provision of this Agreement shall be effected and this Agreement shall then be construed and enforced as if such illegal unenforceable, void or invalid provision had not been contained herein.
29. Failure of a party to insist on the strict performance of this Agreement or any of its terms shall not serve as a waiver or a course of dealing in any future dealings with regard to that term or of any other.

Assignment by the Authority

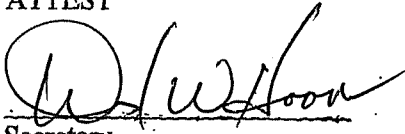
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31. The Authority may assign this Agreement to another entity serving the same function of providing sewer service, including another municipality authority, a private enterprise, or a municipality, provided that the assignee shall sign an agreement to abide by the terms of this Agreement and any amendments hereto, and provided that prior to the assignment to the Authority notifies the Township of its intention of doing so.
32. Should the Authority be dissolved as provided by law, this Agreement shall be assigned by the Authority prior to such dissolution to the entity that acquires the Sewer System or that portion of the Sewer System situate in the Township. Such as assignment, if not explicitly made, shall be deemed to have been made by the operation of this Agreement prior to the dissolution of the Authority.

Term

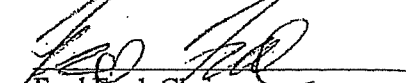
33. This Agreement, including any amendments thereto, shall remain in effect for a period of twenty years from the date of execution. Thereafter, this Agreement shall automatically renew for consecutive periods of ten years unless one party provides written notice to the other at least one year in advance of the termination date of its intent to terminate the Agreement.

The parties hereto have caused this Agreement to be executed by their respective duty authorized officers, attested, and their corporate seals affixed as authorized by resolutions adopted by their respective Boards at public meetings, as appears in the minutes.

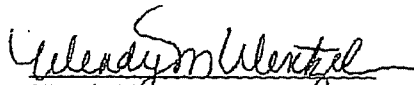
ATTEST


Secretary

HALIFAX AREA WATER AND
MUNICIPAL AUTHORITY


Fred Ford, Chairman

HALIFAX TOWNSHIP


Wendy Wentzel, Secretary

 chairman
Kenneth E. Bechtel, II, Chairman

RESOLUTION NO. 85-7

A RESOLUTION BY THE TOWNSHIP OF HALIFAX AUTHORIZING THE APPROPRIATE TOWNSHIP SUPERVISORS TO UNDERTAKE THE FORMATION OF A JOINT MUNICIPAL AUTHORITY TO PROVIDE WATER SERVICES TO HALIFAX BOROUGH AND HALIFAX TOWNSHIP AS PREVIOUSLY PROVIDED BY THE BOROUGH OF HALIFAX, DAUPHIN COUNTY, PENNSYLVANIA.

WHEREAS, the Borough of Halifax has provided a community water treatment and distribution system providing water to dwellings and businesses located in the Borough of Halifax and in portions of Halifax Township for the past 30 years; and

WHEREAS, the Borough of Halifax has deemed it appropriate to transfer the operation of these water services to a municipal authority to be formed by the Borough of Halifax jointly with the Township of Halifax, both of Dauphin County, Pennsylvania; and

WHEREAS, Halifax Township Supervisors deem it appropriate to join with the Borough of Halifax to proceed with the formation of a municipal water authority to take over the water treatment and distribution as presently carried on by the Borough of Halifax.

NOW THEREFORE, be it resolved that the Township of Halifax does hereby order and direct that the appropriate Township officers undertake any and all necessary steps to draft and pass the appropriate ordinances and file the necessary documents with the Department of State in order to form a municipal authority for the provision of the aforesaid water services.

ADOPTED this 11 day of MARCH, 1985.

ATTEST:

Melvin N. Hoob

(SEAL)

TOWNSHIP OF HALIFAX OF THE
COUNTY OF DAUPHIN, PENNSYLVANIA

By: Martha E. Zimmerman
Chairman of the
Board of Supervisors

~~SECTION 1. NAME OF AUTHORITY~~

ARTICLE I - THE AUTHORITY

Section 1. Name of Authority. The name of the Authority shall be as specified in its Articles of Incorporation, to wit Halifax Area Water Authority.

Section 2. Seal of Authority. The seal of the Authority shall contain the name of the Authority and the year of its incorporation, and shall be in the form of the seal impressed in the margin hereof, opposite this section.

Section 3. Office of Authority. The office of the Authority shall be at the Halifax Boro Office Building in Halifax, Pennsylvania, but the Board of the Authority, by proper resolution, may designate any other place as the office of the Authority.

ARTICLE II - OFFICERS

Section 1. Officers. The officers of the Authority shall be a Chairman, a Vice Chairman, a Secretary and a Treasurer, to be elected from the members of the Board of the Authority; provided, however, that the Secretary need not be a member of the Board. The Board shall have the right, if it desires, to designate an Assistant Secretary and an Assistant Treasurer.

Section 2. Chairman. The Chairman shall preside at all meetings of the Board of the Authority. Except as otherwise authorized by resolution of the Board of the Authority, the Chairman shall sign all contracts deeds and other instruments made by the Authority. At each meeting the Chairman shall submit such recommendations and information as he may consider proper concerning the business, affairs and policies of the Authority.

Section 3. Vice Chairman. The Vice Chairman shall perform the duties of the chairman in the absence or incapacity of the Chairman, and in case of the resignation or death of the Chairman the Vice Chairman shall perform such duties as are imposed on the Chairman until such time as the Board of the Authority shall appoint a new Chairman.

Section 4. Secretary. The Secretary shall keep the records of the Authority, shall act as secretary of the meetings of the Board of the Authority and record all votes, and shall keep a record of the proceedings of the Board of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to his office. He shall keep in safe custody the seal of the Authority, and shall have power to affix such seal to all proceedings and resolutions of the Board of the Authority and to all contracts and instruments authorized to be executed by the Authority.

Section 5. Treasurer. The Treasurer shall have the care and custody of all funds of the Authority, and shall deposit the same in the name of the Authority in such bank or banks as the Board of the Authority may select. The Treasurer shall sign all orders and checks for the payment of money, and shall pay out and disburse such moneys under the direction of the Board of the Authority. Except as otherwise authorized by resolution of the Board of the Authority, all such orders and checks shall be countersigned by the Chairman. He shall keep regular books of accounts showing receipts and expenditures, and shall render to the Board of the Authority at each regular meeting (or oftener when requested) an account of his transactions and also of the financial condition of the Authority. He shall give such bond for the faithful performance of his duties as the Board of the Authority may determine.

Section 6. Additional Duties. The officers of the Authority shall perform such other duties and functions as may from time to time be required by the Board of the Authority or the By-Laws or rules and regulations of the Authority.

Section 7. Election or Appointment. The Chairman, Vice Chairman and Treasurer shall be elected at the annual meeting of the Board of the Authority from among the members of the Board of the Authority, and shall hold office for one year or until their successors are elected and qualified. The Secretary shall also be elected at the said annual meeting, provided, however, that the Secretary need not be a member of said Board.

Section 8. Vacancies. Should the office of Chairman, Vice-Chairman, become vacant, the Board of the Authority shall elect a successor from its membership, at the next regular meeting, and such election shall be for the unexpired term of said office. Should the office of the Secretary or Treasurer become vacant, the Board of the Authority shall elect a successor at the next regular meeting and such election shall be for the unexpired term of said office.

Section 9. Additional Personnel. The Authority may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions, as prescribed by the Municipality Authorities Act of 1945, as from time to time amended, and all other laws of the Commonwealth of Pennsylvania applicable thereto. The selection and compensation of such personnel shall be determined by the Board of the Authority subject to the laws of the Commonwealth of Pennsylvania.

Section 10. Bond*. The Treasurer of the Authority shall give bond in the sum of \$100,000.00 which bond shall be approved by the Board of the Authority and the premium for which shall be paid by the Authority.

ARTICLE III - MEETINGS

Section 1. Annual Meeting. The Annual meeting of the Board of the Authority shall be held on the 3rd Monday of January, at 8:00 P.M., at the regular meeting place of said Board. In the event such date shall fall on a legal holiday, the annual meeting shall be held on the next succeeding secular day.

Section 2. Regular Meetings. Regular meetings may be held without notice at such times and places as may from time to time be determined by resolution of the Board of the Authority.

Section 3. Special Meetings. The Chairman of the Board of the Authority may, when he deems it expedient, and shall upon the written request of two members of the Board of the Authority, call a special meeting of the Board of the Authority for the purpose of transacting any business designated in the call. The call for a special meeting may be delivered to each member of the Board of the Authority or may be mailed to the business or home address of each member thereof two days or more prior to the date of such special meeting. At such special meeting no business shall be considered other than as designated in the call, but if all of the members of the Board of the Authority are present at a special meeting, any and all business may be transacted at such special meeting.

Section 4. Quorum. At all meetings of the Board of the Authority three of the members of the Board shall constitute a quorum for the purpose of transacting business; provided, however, that a smaller number may meet and adjourn to some other time or until a quorum is obtained.

Section 5. Order of Business. At the regular meetings of the Board of the Authority the following shall be the order of business:

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| 1. Roll Call. | 5. Report of the Treasurer. |
| 2. Reading and approval of minutes of previous meeting. | 6. Report of Committee. |
| 3. Bills and communications. | 7. Unfinished Business. |
| 4. Report of the Secretary. | 8. New Business |
| | 9. Adjournment. |

All resolutions shall be in writing, and shall be copied in the Journal of the proceedings of the Board of the Authority.

Section 6. Manner of Voting. The voting on all questions coming before the Board of the Authority shall be by roll call, and the ayes and nays shall be entered upon the minutes of such meeting, unless the vote is unanimous of all members present, and in that case the minutes shall so indicate.

ARTICLE IV - AMENDMENTS

Section 1. Amendments to By-Laws. The By-Laws of the Authority shall be amended only with the approval of at least three of the members of the Board of the Authority at a regular or special meeting.

*Adopted June 24, 1985**
9:00 PM

RULES, RATES, AND REGULATIONS
of

Halifax Area Water Authority

These Rules and Regulations are a part of the contract with every consumer who uses the water facilities and every such consumer, by utilizing the facilities, agrees to be bound thereby.

SECTION I - DEFINITIONS

- 1.01 "Authority" shall mean Halifax Area Water Authority, a municipality authority organized and existing under provisions of the Pennsylvania Municipality Authorities Act of 1945, approved May 2, 1945, P.L. 382, as amended and supplemented.
- 1.02 "Board" shall mean the governing body of the authority.
- 1.03 "Borough" shall mean the Borough of Halifax, Dauphin County, Pennsylvania.
- 1.04 "Township" shall mean the Township of Halifax, Dauphin County, Pennsylvania.
- 1.05 "Consumer" shall mean a Person who, prior to, upon or after the effective date hereof, has contracted or shall contract for water service for a Consumer Unit and/or a Person who, upon or after the effective date hereof, is receiving or shall receive water service for a Consumer Unit.
- 1.06 Equivalent Dwelling Unit - hereinafter referred to as "EDU" shall mean:
- A. A building under one roof and occupied by one family or business; or
 - B. A combination of buildings in one enclosure or group and occupied by one family or business; or
 - C. One side of a double building or house having a solid vertical partition wall; or
 - D. Each room or group of rooms in a building occupied or intended for occupancy as a separate business or as separate living quarters by a family or other group of Persons living together or by a Person living alone, with the exception of a government approved nursing home which will be considered as one EDU; or
 - E. Each apartment, office or suite of offices in a building or house having several such apartments, offices or suites of offices and using in common one or more hallways and one or more means of entrance.

- 1.07 "Person" shall mean any individual, firm, partnership, company, association, society, corporation, trust, governmental body or an agency, department or political subdivision thereof or any other group or entity.
- 1.08 "Water System" shall mean the existing waterworks, water supply works and water distribution facilities constructed and acquired by this Authority, together with all appurtenant facilities and properties which this Authority has acquired or hereafter shall acquire, from time to time, in connection therewith, including all property, real, personal, and mixed, rights, powers, licenses, easements, rights of way, privileges, franchises and other property or interests in property of whatsoever nature used or useful in connection with such facilities, and together with all additions, extensions, alterations, improvements and betterments thereof or thereto which may be made or acquired, from time to time, by this Authority.

SECTION II - APPLICATIONS, CONTRACTS

- 2.01 Any property owner desiring the introduction of a service line or lines from the Authority's main line into owner's premises or an extension or alteration to any of the existing service pipes, or fixtures must first make a written application, for a permit, on the form furnished by the Authority, signed by the owner of the premises, or a duly authorized agent, which application shall together with the Rules and Regulations of the Authority, regulate and control the service of water to such premises.
- 2.02 The plumber shall within forty-eight (48) hours after such completion and test return the permit to the office of the Authority with a detailed and full report in writing of all work done, material used in installing the service under permit, and the installation so made shall be subject to the inspection and approval of the Authority; until such approval is granted, the water line shall not be used.
- 2.03 The water shall not be turned on to any premises in which an initial service has been installed until the connection fee is paid in full.

SECTION III - SERVICE LINES

- 3.01 Upon the approval of the application and the issuance of a permit for water service the Authority will tap the main and insert the corporation stop after receiving notice as hereinafter provided. The property owner or the party requesting service to such property shall be responsible for the installation and material costs for the complete service lateral and all fittings from the Authority's main into and including any portion through the property owner's premises that he wishes to extend the service line. It shall be the responsibility of the property owner to maintain such service line.

- 3.02 The Authority must be notified at least one day before any service is to be installed, such notice must be delivered to the Authority Office and shall state the street and lot number or location, the name of the owner and/or tenant and the exact time when the trench will be ready for making the connection
- 3.03 The complete service line shall be kept in good condition by the owner. Upon failure to do so, service shall be discontinued.
- 3.04 Only authorized personnel of the Authority shall turn the corporation stop on or off.
- 3.05 All service lines shall have a least 3 $\frac{1}{2}$ ' of cover and shall not be laid in the same trench with, nor within three (3) feet of a sewer, sewer connection, and open excavation, or vault.
- 3.06 In all new services or replacement of existing services where two or more consumers are supplied with water from the same service line, a separate curb stop and curb box must be provided for each consumer.
- 3.07 When two or more consumers are supplied through a single service, any violation of the Rules and Regulations of the Authority by either of any of said consumers shall be deemed a violation as to all, and the Authority may take such action as could be taken against a single consumer. The Authority may however give the consumer, who is not in violation of the Authority Rules and Regulations, a reasonable time to provide a separately controlled service.
- 3.08 Only materials approved by the Authority shall be utilized in installing service lines. Current specifications for pipe and fittings approved by the Authority can be secured at the Authority's office. Also See: "Pipe Materials" in Section IV of Developer's Specifications.
- 3.09 All water main extensions to the Authority's distribution system shall be made in accordance with the Authority's "Developer's Specifications".

SECTION IV - SUPPLY OF WATER

- 4.01 Any party, whether owner or tenant of the premises occupied, desiring a supply of water, must make a written application on the form furnished by the Authority, which must be properly approved by the Authority, or its duly authorized agent before the water will be turned on. The owner of the property will be held responsible for all water bills and the proper observance of the Rules and Regulations of the Authority.

- 4.02 No owner or tenant of any premises supplied with water by this Authority will be allowed to supply other persons or families or other premises, except by written permission from the Authority. Consumers who violate this rule may have their water shut off after a notice of five (5) days and it may remain so until the water Authority is satisfied that the Rules and Regulations will be observed; and a "resumption of service" fee* is paid by the customer. *(See Fee Schedule). See Section XIII of these Rules and Regulations.
- 4.03 The Authority reserves the right at all times, after due notice*, to shut off the water for non-payment of water bills, or for neglect or refusal to comply with the Rules and Regulations of the Authority and to charge a resumption of service fee. *See Section 10.07 and 10.09 of these Rules and Regulations.
- 4.04 Service may be discontinued for any of the following reasons:
- A. For misrepresentation in application as to property or materials used in installing the service line.
 - B. For the use of water for any other property or purpose than that described in the application.
 - C. For the waste of water thru, including but not limited to, leaks in service line or fixtures.
 - D. In case of vacancy of the premises. Also see Section 4.08 of these Rules and Regulations.
- 4.05 The Authority shall have the right to cut off the water without notice in case of breakdowns or for other unavoidable causes or for the purpose of making necessary repairs, connections, etc. Reasonable notice will be given when practicable.
- 4.06 The Authority shall not be liable for a deficiency or failure in the supply which may be occasioned by shutting off water to make repairs or connections or failure of supply from any cause beyond its control. The Authority reserves the right to restrict the supply of water in case of scarcity or whenever the public welfare may require it.
- 4.07 No pumps will be permitted to be connected with the water pipes so as to draw water directly from main or service pipes.
- 4.08 In the event a property is not inhabited for a period of three (3) months or more, the Authority will, upon notice in advance, make the following charges for water:
- Area I - Charge to turn water off and charge to turn water on in accordance with the fee schedule listed in Section XIII of these Rules and Regulations.
- Area II - Charge to turn water off and charge to turn water on in accordance with the fee schedule listed in Section XIII of these Rules and Regulations.

When the premises are vacated, the consumer must give notice at the office of the Authority that the water may be shut off; the consumer and/or the owner will be responsible for the water rent until such notice is given. When a vacancy is properly reported, an allowance will be made for the period of vacancy but not for less than one month.

- 4.09 A new application must be made on any change in occupancy of property as described in any application, and the Authority shall be at liberty to discontinue the water supply until such new application has been made and approved.
- 4.10 Customers desiring an abatement of water bills shall report the same in writing to the office of the Authority giving reasons for such request.

SECTION W - METERS

- 5.01 The service line to which the Authority will attach a meter must be either a separately controlled service line supplying a single consumer or where more than one consumer is connected to a single metered service line, the owner of the property on which the meter is situated shall be responsible for the total payment based on the number of EDU's and the total gallonage registered on that meter during the usual billing period. See Section X of these Rules and Regulations for specific method of billing.
- 5.02 Property owners with both public water supply and private water supply shall establish one of the following water supply systems:
- A. A water supply system for the public water supply and a water supply system for the private water supply, completely independent of each other.
 - B. A water metering and backflow prevention arrangement as shown in the appendix of these regulations - listed as "Typical water meter arrangement for combined water supply".
 - C. Abandon private water supply.

Under no circumstances shall a combination public and private water supply system be connected and turned on prior to inspection and written approval of the system by an authorized representative of the Authority.

- 5.03 Meters shall be placed within the property lines, and in convenient location within a building or in a concrete or brick pit with suitable cover. In no case shall any person other than an authorized agent of the Authority change or alter or interfere with the meter in any way. The Authority may allow the use of materials equal to those listed above for the construction of a meter pit box; provided, however, such material must be first approved in writing by the Authority.

- 5.04 A stop and waste shut off valve must be properly placed at the expense of the consumer, directly ahead of the meter so as to drain the meter and pipes when the water is shut off.
- 5.05 In all cases a check valve must be placed at the expense of the consumer, directly after the meter, and before any outlets ~~are outlets~~ are taken off the service pipe, to prevent injury to the meter.
- 5.06 The consumer and/or the owner must, at all times, properly protect the meter from injury by frost or any other cause and will be held responsible for repairs to meter made necessary due to the negligence of the consumer and/or owner.
- 5.07 In case a meter stops registering it will be promptly changed or repaired and the bill will be estimated on the basis of the average amount for previous corresponding periods, if possible, or as many quarters as the same owner or occupant used said premises, if less than four quarters.
- 5.08 Should any consumer question the accuracy of a meter measuring the water delivered to such consumer's premises, the consumer may, upon application to the Authority and making a deposit as set forth in the schedule*, to defray the cost, have said meter tested. Should the test show the meter in question to be correct within 4%, the consumer shall forfeit the deposit made.

* (See Fee Schedule) See Section XIII of these Rules and Regulations.

SECTION VI - LEAKS, DEFECTIVE PLUMBING

- 6.01 The Authority shall not be liable for any damage resulting from leaks, broken pipes, or from any other cause occurring to or within any house or building, and it is expressly stipulated by and between the Authority and the consumer that no claims shall be made against the said Authority on account of the bursting or breaking of any main or service pipe or any attachment of said Water Works.

SECTION VII - INSPECTION AND ACCESS TO PROPERTIES

- 7.01 The Authority, by its duly authorized agents, shall at all reasonable hours have access to the water pipes, fixtures and meters upon the premises, or within the house, for the purpose of turning the water on or off, examining the water pipes and fixtures, and for repairing, reading or replacing the meters. Authority has no responsibility to check or inspect a consumer's water lines.

SECTION VIII - OPENING AND CLOSING VALVES AND CURB STOPS

- 8.01 No person or persons, except the Authority's duly authorized agent shall open or close the curb stops or valves in any public or private line.

SECTION IX - USE OF FIRE HYDRANTS

- 9.01 No fire hydrants may be opened or any water used therefrom for sprinkling streets, for building or any purpose, without permission in writing from the Authority, except in case of fire or by Fire Companies to test the hydrants*.
*(See Fee Schedule and Penalties).

SECTION X - WATER BILLS - CALCULATIONS, CHARGES, COLLECTION

- 10.01 Water bills shall be calculated on a quarterly basis unless otherwise specified.
- 10.02 The Authority shall attempt to mail the bill to the property owner or consumer at least fifteen (15) days before the due date. Failure to bill within said time period shall not extend the due date or discount period of any bill.
- 10.03 Bills and notices relating to the Authority or its business shall be mailed or delivered to the consumer's last known address as shown by the books of the Authority, and the Authority shall not be otherwise responsible for delivery.
- 10.04 If bills are paid by mail, the date on which such mail is received will be considered the date of payment.
- 10.05 Failure to receive a bill shall not exempt any consumer from payment of such bill and penalties therein. The presentation of a bill to the consumer is only a matter of accommodation and not a waiver of this rule.
- 10.06 All bills are due and payable within thirty (30) days of billing date; thereafter, a 5% penalty shall be added. After a period of sixty (60) days there shall be an interest charge of 1.5% per month, effective from the due date.
- 10.07 If a water bill is not paid within ninety (90) days from the date of the bill, a notice of discontinuance of service shall be given to the customer where water service can be discontinued. Said notice will give a total of one hundred twenty (120) days from the original date of the bill to pay said bill and penalties in full or the water service will be shut off. In the event that the water service cannot be discontinued, the customer shall be advised that unless the bill is paid within ten (10) days from the date of the notice suit will be instituted before a district justice to collect the amount due, and that the customer will be liable for the additional costs incurred in connection with such suit.

- 10.08 In the event that a water bill is being sent to and paid by someone other than the property owner (ie: a tenant), it shall be understood that the property owner is ultimately responsible for payment of said water bill.
- 10.09 Any service discontinued on account of non-payment of water rent will not be turned on again until all arrearages and a resumption service fee is paid*.
*See Section XIII of these Rules and Regulations.

SECTION XI - CONNECTION FEES

- 11.01 A connection fee shall be charged whenever a tap is made into a main. (See Section XIII of these Rules and Regulations)
- 11.02 The connection fee covers the cost of making the tap in main, and the meter. All excavation, other materials, including the corporation stop, the curb box and curb stop, and labor to be furnished by the applicant. The meter furnished will be 3/4" X 5/8" size. If a larger meter is requested or a tap larger than 2" is required, the applicant shall pay the additional cost.

SECTION XII - CHANGING RULES, RATES AND REGULATIONS

- 12.01 The Authority reserves the right to change or amend from time to time these Rules, Rates and Regulations for the use of water.

SECTION XIII - CHARGES, FEES AND PENALTIES

13.01 Water Connection Fees:

A. Residential	\$150.00	- \$500.00	750.00
B. Commercial*	\$250.00	- \$750.00	1000.00
C. Industrial	\$300.00	- \$1000.00	1250.00

Base rates take effect May 1 1998

*Jan. 30, 1997
Rate schedule*

* The Commercial rate shall be charged for service for multiple dwelling units - served with one service line.

etc charge of \$400.00 per unit - Inspection fee \$25.00 for service

13.02 Charges and Penalties:

- A. In the event the water is turned off for any cause, a fee of \$5.00 shall be charged to and paid by the consumer before the water is turned on again.
- B. Penalty for using water without notifying the Authority to commence billing: \$25.00 per each month.
- C. Penalty for the opening of and/or using water from a fire hydrant without permission of the Authority: \$25.00.

13.03 Deposit for Meter Testing:

A. For 5/8" to 1" meters-----	\$20.00
For 1 1/4" to 2" meters-----	\$50.00
For over 2" meters-----	\$125.00

13.04 Fire Protection:

A. Fire hydrants

Charge to municipalities-----^{20.00}~~\$31.25~~ per quarter
per fire hydrant

Charges to other than
municipalities-----^{75.00}~~\$96.00~~ per quarter
per fire hydrant

B. Sprinkler Systems

Sprinkler Service line of 4" diameter--
\$22.50 per quarter

Sprinkler Service line of 6" diameter--
\$50.00 per quarter

Sprinkler Service line of 8" diameter--
\$90.00 per quarter

SECTION XIV - CONSTRUCTION OF WATER DISTRIBUTION SYSTEM

14.01 When a person develops and/or subdivides any land within the Township or Borough by any ordinance of the Township or Borough to provide for the installation of public water distribution facilities at his own expense with his own forces, or under separate contract, provided that he first applies for and obtains authorization from the Authority to proceed with such construction in conformity with approved Developer's Specifications as established by the Authority.