

RULES & REGULATIONS

OF THE

CUMBERLAND-FRANKLIN

JOINT MUNICIPAL AUTHORITY

As Adopted By

The Board of Directors

On

February 13, 2003

As Amended through January 1, 2014

TABLE OF CONTENTS

SECTION	NAME	PAGE
A	Application and Permits	A-1
B	“As-Built” Standards	B-1
C	Dedication	C 1-2
D	Definitions	D 1-3
E	Discharge Rules & Regulations	E-1
F	Fees	F-1-5
	1.General Fees	1-2
	2.Connection/Customer Facilities Fees	3
	3.Tapping Fees	4
	4.Special Purpose Fees	5
G	Installation Rules & Regulations	G 1-2
H	Orders of Business	H-1
I	Billing and Collections	I-1
J	Plumbers	J 1-3
K	Pressure Sewer Systems	K-1
L	Reimbursement	L 1-2
M	Replacement of Building Sewer	M-1
N	Pre Treatment	N-1
O	Disconnection/Reduction EDU	O 1-2
P	Proposed Small-Diameter Variable Grade System	P 1-2

Q	Existing Small-Diameter Variable Grade System	Q 1-2
R	Agreement for Reservation of Wastewater Treatment Capacity	R 1-4
S	Locust Street Meter District	S 1

APPLICATION AND PERMITS

1. An owner/developer shall make application for sewer connection permit at the office of the CFJMA on a form provided by the CFJMA. A fee as determined by CFJMA shall accompany the application.
2. The application shall be made for a specifically designated lot/parcel and cannot be assigned to any other individual, entity or lot.
3. All permits are non-transferable and assigned specifically to a lot/parcel.
4. An owner/developer may be issued subsequent permits upon application of proof that proceeding permits have been used based on the following terms:
 - a. If such permit is to be used for a mobile home, the mobile home must be set up and the connection must be made and inspected by CFJMA.
 - b. If the permit is for a permanent building structure, the structure must be under roof and the connection must be made and inspected by CFJMA.
5. The CFJMA may require the applicant to provide a deed or approved subdivision plan to accompany each permit application at its sole discretion.
6. A Domestic and Non-Domestic permit shall expire twelve (12) months after issuance. At the expiration of twelve (12) months, a three (3) month extension of the permit may be granted, for one (1) time, for a fee of \$250 per EDU.
7. The monthly service charge shall begin when the building is connected and inspected by the CFJMA.

“AS-BUILT” STANDARDS

1. An “As-Built” drawing is to be completed in accordance with the CFJMA’s then current standards, including time for submission. An “As-Built” drawing shall be submitted prior to the commencement of the eighteen (18) month maintenance period. The performance bond shall not be released until the “As-Built” drawing is accepted by the CFJMA Board of Directors.
2. An “As-Built” drawing is to be submitted on a twenty-four inch by thirty-six inch (24”x36”) sheet of paper. The drawings shall show direction of North and shall be scaled at one-inch-fifty foot (1” at 50’) horizontal and one-inch-five foot (1” at 5’) vertical.
3. The “As-Built” drawing is to show sewer line diameter, plan and profile on the same sheet, of sewer run from manhole to manhole, with the length of manhole run shown as measured from center of lid to center of lid. Slope percentage of the main line between manholes must be shown, as well as the invert elevation grade entering manholes, the depth of the manhole, and the profile of the existing ground.
4. The “As-Built” plan of the sewer line shall also include the following:
 - a. Manhole numbers and rim elevation
 - b. Lateral “Y” stations and depths (in block)
 - c. Lateral end shall be located with its station along the main sewer line and the distance to the end measured perpendicular to the main sewer line. The depth of the lateral end from the existing end ground surface shall be noted. The lateral size and location shall be specified.
5. Existence of all culvert pipes, gas lines, water lines, electric, etc. as it relates to crossing sewer installation.
6. Road Profile and existing homes shall be included for proper field determination.
7. Match line to existing drawings.
8. Proper deflection angle from one manhole to another.
9. Low pressure sewer sizes, clean-outs, air/vacuum valve and manholes.
10. Show sewer line easements.

DEDICATION

1. The Authority shall accept dedication of a developer's completed sewer line, which lines are constructed pursuant to a duly approved development plan, upon the developer meeting the following conditions:
 - a. After the expiration of the required eighteen (18) months. Following completion, developer shall notify the Authority, in writing, and request acceptance and dedication of the sewer lines. With the request, the developer shall submit a detailed plot, showing the exact size and location of all sewer lines requested for dedication. The developer shall submit any and all other documents requested by the Authority pertaining to said sewer lines as may be necessary to obtain dedication.
 - b. Upon receipt of said request, the Authority may schedule a time and date for TV testing of all lines requested for dedication. The Authority shall notify the developer of said time and date of testing. The developer shall be responsible for all fees and costs related to said testing, including the fees that are representative from the Authority present as inspector.
 - c. The Authority shall arrange for the Authority's Engineer to inspect the lines to assure compliance with the land development plan and all other governmental rules and regulations. The developer shall be responsible to pay all costs and fees of said engineering inspection and review.
 - d. The developer shall be promptly notified of any deficiencies in the sewer lines, which must be corrected before the Authority accepts dedication of sewer lines. The developer shall correct said deficiencies within for (4) months of the date of the deficiency notice. If the corrections are not made within the said time, the initial request for dedication shall be deemed denied.
 - e. Upon written notice to the Authority that the deficiencies have been corrected, the Authority shall have the problem areas re-inspected by whatever means necessary, said inspection fess and costs to be paid by the developer. In the event the deficiency still exists, the Authority and developer shall proceed pursuant to Rules and Regulations of CFJMA until the deficiencies are corrected to the request is denied.

- f. Upon the sewer lines passing any required inspections, including Engineering inspections and review, the developer shall prepare any and all documents necessary to transfer ownership of lines, which may include a Deed of Dedication or Easement, for inspection by the Authority's Solicitor. Upon approval of the Authority's Solicitor, the developer shall execute said documents as required by the Authority and its Solicitor.
- g. Prior to any final approval of such Deeds of Dedication or Easements, the developer must produce a copy of the approved and recorded final subdivision plan identifying book and page number of such recorded plan.
- h. At the next regular business meeting of the Authority following developer's execution of the documents necessary to transfer ownership of the lines, including any easements, said documents may be approved and accepted by the Authority Board of Directors.

DEFINITIONS

Building Sewer-is the sewer line which extends from the sewage drainage system of any structure to the sewer or sewer main, including the lateral and saddle wye on the CFJMA main line.

Single Family Unit-shall mean any group of one (1) or more persons living and cooking together as a single housekeeping unit. No group of persons living and cooking together shall include more than three (3) persons who are not related by birth, legal marriage, adoption or other domestic bond.

Single Unit Domestic Dwelling-shall mean any building intended to provide living quarters for not more than one (1) single family unit.

Multiple Unit Domestic Dwelling-is any building or group of buildings intended to provide living quarters for two (2) or more single family units.

Commercial Building-shall mean hotels, motels, condominiums, boarding houses, cooperative or association housing, apartments, rental units, office buildings, barber shop, beauty shop, stall market, shopping center, industrial building.

Mobile Home Park-are two or more continuous lots, tracts or parcels of land intended for mobile home placement. Each mobile home site shall be constructed to constitute one EDU.

Equivalent Domestic Unit (EDU)-shall mean a sewage flow of 225 gallons per day, with an average strength of 200 milligrams per liter B.O.D. and suspended salvage or equivalent.

Authority-Authority is the Cumberland-Franklin Joint Municipal Authority

Developer-Any landowner, agent or such landowner or tenant with the permission of such landowner, who makes or causes to be made a subdivision of land or of land development.

Land Development-Land development is any of the following activities:

1. Improvement of one lot or two or more contiguous lots, tracts or parcels of Land for any purpose involving:
 - (i) A group of two ore more residential or non-residential buildings, whether proposed initially or cumulatively, or single non-residential building on a lot or lots regardless of the number of occupants or tenants; or

- (ii) The division or allocation of land or space, whether initially or cumulatively, between or among two or more existing or prospective occupants by means of or for the purpose of streets common areas, lease holds, condominiums, building groups or other features.
- 2. A subdivision of land.
- 3. Development in accordance with 53 P.S. CSA § 1053(1.1) et seq.

Authority-shall mean Cumberland-Franklin Joint Municipal Authority

Authority Inspector-shall mean the person or persons appointed by the Authority to inspect and approve any work as required and authorized by the Authority.

Class I Plumber-shall mean a plumber who is responsible for the performance of any plumbing matter or the supervision or direction of others in the performance of plumbing work.

Class II Plumber-shall mean any person performing or assisting in the performance of plumbing work.

Exempt Work-shall mean:

- 1. The installation of hot water heating systems, steam boilers and related piping including steam heating systems, chilled water air cooling systems and other refrigeration piping, overhead fire sprinkler systems, but as to all of the above, only beyond the point at which such systems are connected to the valve controlling the supply of water to such system from the water piping system of the billing involved.
- 2. The installation of storm water and roof drainage.
- 3. The installation of processed piping work within the industrial plants and factories beyond the valve controlling the supply of water to such equipment.
- 4. Work done by properly authorized employees of the Authority in the course of installation and/or maintenance of the water and/or sewer systems of the Authority and equipment related thereto, including sewer service connections and piping; provided, however, that any and all such piping systems listed above having any connection to the sewer system of the Authority shall be subject to inspection by the Authority Inspector.

Exempt Work shall not be considered to be plumbing within the terms of this definition.

Fixture-shall mean any device used for the control or utilization of water or for the heating or cooling of water, or for the reception of waste.

Licensing Board-The Cumberland-Franklin Joint Municipal Authority Board shall be the Licensing Board. The Board may authorize and appoint an agent on its behalf.

Owner-shall mean any person vested with ownership, legal or equitable, sole or partial of any approved property.

Person-shall mean any individual, partnership, company, association, society, trust, corporation, municipality, municipality authority, or other group or entity.

Piping-shall mean any pipe or conduit of any material used to conduct waste water or sanitary or industrial waste from the point of origin thereof to the water system of the Authority or to any other point of disposal.

Plumbing or Plumbing Work-shall mean the act of installing, replacing or removing any piping or fixture, as the same are to find herein on, within or directly serving any premises within the corporate limits of the Authority or any premises served or intended to be served at any time by the sewer system of the Authority.

Regulated Plumbing Work-shall mean the work of installing, repairing or replacing sewer service connections between the sewer system of the Authority and premises or buildings or other facilities served thereby and the work on installing piping and/or fixtures or relocating the same as to find herein in ay premises subject to the Rules and Regulations of the Authority.

Sewer System-shall mean all facilities, as of any particular time, for collecting, pumping, transmitting, treating and disposing of sanitary sewage and/or industrial waste, situated in or adjacent to any member municipality and owned by the Authority.

DISCHARGE RULES & REGULATIONS

1. Special permits required for discharge of cyanide.
 1. Cyanide shall mean, when used in this Ordinance, that chemical compound having a formula “CN.”
 2. No person shall discharge cyanide into any public sanitary sewer in CFJMA system, or into any public sanitary sewer which flows to a public sanitary sewer system in the Borough of Shippensburg or which flows to a waste treatment plant of the Borough of Shippensburg without first having obtained a permit therefore. Permit shall be issued on behalf of CFJMA by the Pre-Treatment Coordinator of the Borough of Shippensburg after payment of the required fee and after determination that all the requirements and applicable rules and regulations are met by the proposed connection. In addition to all other applicable service fees and charges, the Applicant will pay a Special Permit fee of \$200 per year.
 3. The maximum loading of cyanide for all users of the CFJMA system shall be as established by Resolution of the Borough Council of the Borough of Shippensburg, Cumberland-Franklin Counties, Pennsylvania.

GENERAL FEES

1. The Authority, or its designee, shall from time to time identify areas of the system, including pumping stations and collection lines, which, due to the development and proposed development, require upgrade or expansion.
2. Whenever the Authority, or its designee, has identified an area or areas which require upgrade to existing facilities and/or expansion of the existing facilities it shall determine, in accordance with the Municipal Authorities Acts, specifically Section 306, Subsection B(4), The Cost of Said Upgraded Expansion to the Benefited Properties as Provided by the Act.
3. Upon recommendation of its designee, the Authority shall adopt, by Resolution, a fee, to be known as a Special Purpose Fee, to be in addition to the regular and usual fees of the Authority, for the costs to the benefited property of the upgrade and/or expansion which shall be paid by the developer applicant.
4. Sewer user charges are imposed upon and shall be collected from the owner of each improved property which shall be connected to the sewer system, whether such use or benefit therefrom or such connection shall be direct or indirect.
5. All flat rate customers shall be charged \$444 per EDU per year (\$672/LSD), payable at the rate of \$111 per EDU per quarterly billing period, for each sewer user unit. Letterkenny customers will pay a rate of \$56 per EDU and will remain on a monthly billing schedule.
6. For metered customers and where sanitary sewerage and/or industrial waste are discharged into the sewer system from any dwelling, such sewer rentals or charges shall be based on the volume of flow of sanitary sewerage and/or industrial waste discharged into the sewer system, measured in gallons in accordance with the rules, regulations or determinations made pursuant to CFJMA and shall be subject to the minimum and other quarterly charges as required by CFJMA. The minimum charge for each 12,000 gallons of sanitary sewage and/or industrial waste discharged into the sewer system or a fraction thereof per quarter shall be \$111 (\$168/LSD).
7. The minimum charge for sanitary sewerage and/or industrial waste discharged into the sewer system for each additional 1,000 gallons per month shall be \$7.

8. If any type of establishment is to be charged based on a metered rate as determined by the Authority, the owner of the establishment shall install, pay for and maintain a meter approved by this Authority for measuring volumes of sanitary sewerage and/or industrial waste discharged into the sewer system or, in lieu thereof, the Authority may permit such an owner to install and pay for such other means of determining the volume of sanitary sewerage and/or industrial waste discharged into the sewer system and shall be permitted from time to time by the Authority by regulation or individual determination and as shall be approved by the Authority to its satisfaction and subject to all such rules and regulations that shall be imposed by the Authority in connection with this matter.
9. Each single unit domestic unit shall constitute one EDU and pay a flat rate for Sewer service as set forth in CFJMA regulations.
10. All other users of the CFJMA sewer system shall be billed for sewer service at the monthly metered rate as set forth in CFJMA regulations. The Authority reserves the right, at its discretion and without further notice, to change the charge on any structure to a metered rate as provided in these regulations.
11. If the owner of any structure which is required by CFJMA to be metered fails to provide such meter, the Authority may estimate reasonable applicable sewer rental and charges for such property and may require the owner of such property to immediately meter or have service disconnected. If the owner of a property installs a meter as required by CFJMA, having failed previously to do so as required by CFJMA, no rebates will be paid by the CFJMA if the meter readings indicate a lower indicated sewer rental and charge than that estimated by the Authority.
12. The CFJMA may add classifications and sewer rentals and such charges or modifications of these rates for sewer rentals as it may, from time to time, in its sole discretion, deem necessary.
13. The Authority may enter into separate agreements with structure owners, including any school or school district, with respect to sewer rentals and charges to be imposed in those cases where, due to seasonal fluctuations or other unusual circumstances, the sewer rentals and charges set forth shall be deemed by the Authority to be inequitable or unfair to the CFJMA and the structure owner. CFJMA shall impose a surcharge for industrial waste discharged into the sewer system pursuant to these and other regulations promulgated by CFJMA.

CONNECTION / CUSTOMER FACILITIES FEES

1. A Connection Fee shall be imposed and collected by the Authority for each connection of a single unit domestic dwelling, a multiple unit domestic dwelling, and all commercial establishments and mobile home parks which shall physically connect to the Authority's sewer system, whether such connection shall be indirect or direct.
2. A Connection Fee shall be due and payable at the time application is made to the Authority to connect to the sewer system by the owner of the approved property. No sewer permit will be issued until the Application Connection Fee and Tapping Fee are paid to the Authority.
3. The payment of the Connection Fee shall, in no way, be construed to exempt the applicability or payment of the Tapping Fee or Customer's Facility Fee.
4. The Connection Fee shall be \$175 for each and every connection as authorized by these Rules and Regulation. The Connection Fee shall apply to all connections, whether direct or indirect, to the sewer system, to the lines now owned by the Authority or lines now privately owned but intended to be formally dedicated to the Authority and/or lines that are to remain privately owned but connect to the Authority.
5. Customer Facilities Fee shall be charged to cover the inspection of each building sewer connection and is imposed on every unit connected as set forth in these Rules and Regulations. The Fee shall be imposed for each building sewer connection to the Authority sewer system through any service line or main line, whether owned by the Authority or privately.
6. The Customer Facilities Fee is payable prior to connection of the Authority's sewer system at the rate of \$25 per unit connected.

TAPPING FEES

1. CFJMA imposes a Tapping Fee upon each single unit domestic dwelling, each multiple unit domestic dwelling, each commercial establishment, each individual unit and any multiple unit such as an apartment building, condominium, etc., each individual unit or site within a mobile home park which is connected, directly or indirectly to the Authority's sewer system or any privately owned lines connected to the Authority's system.
2. All Tapping Fees are payable prior to connection to the Authority's sewer system. Tapping Fees for each single unit domestic dwellings, or each multiple unit domestic dwelling shall be:
 - a. Locust Street Meter District \$4,500.00
 - b. All other areas \$4,000.00
3. The Tapping Fee for each commercial establishment shall be determined by multiplying \$4,500 Locust Street Meter District/\$4,000 all other areas by the estimated EDU's required. The estimated EDU's for the establishment shall be computed by dividing the estimated daily flow by 225. This result shall be calculated to the nearest one-tenth (.01) of an EDU and shall be a minimum of one (1) EDU. This estimated Tapping Fee shall be adjusted by using the actual average daily flow based on the water meter readings from the first year of full production, usage and/or occupation.

LETTERKENNY SEWER DISTRICT

1. CFJMA imposes a Tapping Fee upon each single unit domestic dwelling, each multiple unit domestic dwelling, each commercial establishment, each individual unit and any multiple unit such as an apartment building, condominium, etc., each individual unit site within a mobile home park which is connected, directly or indirectly to the Authority's sewer system or any privately owned lines connected to the Authority's system.
2. All Tapping Fees are payable prior to connection to the Authority's sewer system. Tapping Fees for each single unit domestic dwellings, or each multiple unit domestic dwelling shall be \$3,800.

3. The Tapping Fees for each commercial establishment shall be determined by multiplying \$3,800 by the estimated EDU's required. The estimated EDU's for the establishment shall be computed by dividing the estimated daily flow by the 225. This result shall be calculated to the nearest one-tenth (.01) of an EDU and shall be a minimum of one (1) EDU. This estimated Tapping Fee shall be adjusted by using the actual average daily flow based on the water meter reading from the first year of full production, usage and/or occupation.

SPECIAL PURPOSE FEE

1. When CFJMA undertakes an expansion of its collection system by building a small diameter variable grade sanitary sewer to serve future customers, a special Purpose fee will imposed to recoup the cost of the expansion.
2. CFJMA will impose a special purpose fee upon each single domestic dwelling, each multiple unit domestic dwelling, each commercial establishment, each individual unit and any multiple unit such as an apartment building, condominium, etc., each individual unit or site within a mobile home park which is connected directly or indirectly to the Authority's sewer system or any privately owned lines connected to the Authority's system.

INSTALLATION RULES AND REGULATIONS

1. In the case of a development, CFJMA may install the stub into the development at the owner/developer's expense; CFJMA may set and install any required manholes, also at the owner/developer's expense.
2. In cases of deep digs, and at the discretion of CFJMA, the owner/developer may be required to obtain equipment and/or operators to install the stub under the direct supervision, direction and control of CFJMA. In such event, the owner/developer, shall be responsible directly for paying the operator and/or equipment owner for the use and time of the equipment.
3. In the case of a property owner, CFJMA shall install all caps to the owner's property line, at the owner's expense. Owners shall be responsible for connecting the residence to the tap at the property line.
4. In the event any public road surface or public road shoulder, state or municipal, is disturbed in the installation of any sewer lines, CFJMA shall install said ports of the line under the road surface, at the owner/developer's expense. CFJMA shall replace said road surface or shoulder, at the owner/developer's expense.
5. CFJMA is responsible for obtaining all road cut permits at owner/developer's expense.
6. At any time, in its sole discretion, CFJMA may require the owner/developer to provide a deposit for the anticipated cost of any work to be performed as required by its rules and regulations.
7. No permit, license and/or certificate for sewer installation shall be issued to any individual or entity which has been charged with and found to be guilty of, or had judgment entered against it, for a violation of any Ordinance or legally enforceable Township Resolution or Resolution of this Authority until such restitution or penalty is ordered by the appropriate Court or other legal authority had been paid or performed in full.
8. In the event of an appeal of an adjudication of said Court, no permit, license or certificate shall be issued until a bond or other appropriate security is deposited with the Authority in an amount equal to 120% of such judgment or penalty amount, pending final adjudication.
9. Upon notification to an owner by CFJMA that a sewage pump is necessary, the owner shall install a sewage pump which meets CFJMA's specifications.

10. Owner shall purchase and install said pump at the property as identified by CFJMA at owner's sole expense and shall pay all applicable tapping, connection and customer facilities fees as required by CFJMA.
11. CFJMA may periodically inspect the pump as the Authority may deem appropriate upon reasonable notice having been made by the Authority to the owner of such inspection.
12. The owner shall be responsible for the entire cost of maintenance, replacement and all inspections of the sewage pump.
13. The owner shall be responsible for the maintenance / or replacement inspection of the one and one-quarter (1 ¼") inch or one and one-half (1 ½") inch discharge line.

ORDER OF BUSINESS

1. All regular and special meetings of CFJMA shall be conducted according to the following Order of Business:
 - Pledge of Allegiance to the Flag
 - Moment of Silence
 - Call to Order
 - Reading of Minutes
 - Public Comment
 - Correspondence
 - Treasurer's Report
 - Invoices
 - Solicitor's Report
 - Old Business
 - New Business
 - Adjournment

2. The Board of Director may, from time to time, direct the publication and posting of the Agenda for any regular or special meeting prior to such meeting in such manner as the Board may determine.

3. Public comment at regular or special meetings shall be governed by the following rules and regulations:
 - a. The period of public comment shall be held at each meeting.

 - b. The Chairman of the Board shall preside over the public comment period and may, within his discretion, recognize individuals wishing to offer comments, require identification of such persons, allocate available time among individuals wishing to comment, and rules out of order scandalous, impertinent and redundant any comment the for discernible purpose of which is to disrupt or prevent the conduct of the business of the meeting.

 - c. The time allocated for public comments at each meeting shall be ten (10) minutes.

 - d. In the event that there is insufficient time for public comment at a meeting, the Board of Directors, at its discretion may defer the public comment period to a meeting held in advance of the next regular or special meeting or until the next regular or special meeting.

Billing and Collections

1. CFJMA shall not accept post-dated checks as payment for any current or delinquent accounts.
2. A Returned Payment Fee of \$30.00 shall be charged for all payments tendered to CFJMA that are returned by the bank unpaid for any reason whatsoever, including but not limited to insufficient funds, account closed, etc. This fee shall be charged for each and every payment returned. CFJMA reserves the right to pursue any legal remedy available, civil or criminal, to collect checks.
3. An Administration Fee of \$25.00 shall be added to all bills for services or supplies provided by CFJMA, excluding regular billings for sewer service.
4. A surcharge of 10% shall be added to the cost of materials supplied by CFJMA, and an additional charge of \$3.00 per ton shall be added for stone needed, for all repairs of customer-owned lines.
5. When a property is connected to the CFJMA sewer system, its owner shall be billed a pro-rata sewer rental for the portion of the month during which service is provided. Billing for its regular sewer rental and charges will begin the following month.
6. All sewer rentals and charges not based upon the reading of meters shall be billed at a flat rate on the first day of each month, or such other time as the Authority may, from time to time, specify. Any payment not postmarked by the 15th of the month shall accrue a late charge of 5% of the past due bill.
7. Estimated bills for sewer rentals and charges shall be mailed promptly after the estimates are made. Any payment not postmarked by the 15th of the month shall accrue a late charge of 5% of the past due bill.
8. Sewer rental and charges based upon meter readings shall be billed promptly after the meter is read and shall cover the period since the last meter reading. Any payment not postmarked by the 15th of the month shall accrue a late charge of 5% of the past due bill.
9. When a bill for sewer rentals or charges becomes more than 30 days past due, CFJMA shall have the right, at its sole discretion, to proceed with collections pursuant to the Water Services Act, 53 P.S. §§ 3102.101 et seq. After proper notice to the property owner and/or tenant, this may result in the termination of water service to the property and, therefore, to its condemnation by the municipality. This action will result in additional charges from CFJMA for certified mail, hand-delivery and/or posting of the requisite notices at the property, as established from time to time by the Authority, and additional fees from the Water Authority.

- 10.** Unless a property is physically disconnected from the sewer system as approved by CFJMA, sewer rentals and charges will be billed to the owner and must be paid within regular terms.

PLUMBERS

1. Contractor's License:

No person not licensed as a Class I Plumber by the Borough of Shippensburg or the Borough of Chambersburg, as hereinafter provided, shall perform, supervise or direct any plumbing work. The work of a person working under the immediate supervision of a licensed Class I Plumber and actually employed by him or by the licensed Class I Plumber's employer shall be deemed to be the work of such licensed Class I Plumber, and the licensed Class I Plumber shall be responsible for the work of such person. The Licensee shall maintain a policy of insurance, renewable annually, providing liability coverage in the amount of \$5,000 for property damage and \$100,000 / \$ 300,000 for personal injury.

2. Permits:

The person who shall desire to obtain a permit from the Authority to perform work in the Authority's area, which work and area is described in these Rules and Regulations, shall report in person to the Authority Office currently located at 725 Municipal Drive, Shippensburg, Pennsylvania. Upon providing evidence that said individual is currently registered as a Master Plumber or Journeyman Plumber in and through either the Borough of Shippensburg or Borough of Chambersburg, and after completing the application and paying the application fee, said individual shall be granted the appropriate permit from the Authority. Said application shall be on a form that is approved by the Board of the Authority and pay a licensing fee currently set at \$25 for a Class I Plumber and \$10 for a Class II Plumber. These fees may be changed at any time by Resolution of the Authority Board.

3. Special Permits:

Any person who shall furnish evidence satisfactory to the Authority Inspector of his skill, experience and current active practice as a plumber, as indicated by a license issued by another Authority as is established from time to time by this Authority, shall be granted a Special License as a Class I Plumber, which shall entitle the holder thereof to do the plumbing work involved in a single, specified contract job. Each such Special License shall designate the work for which it was issued and shall become void upon completion of said work. Such Special License may be suspended or revoked for cause.

4. Limited Permits:

A firm or other establishment, hereinafter referred to as Employer (which employs on a full-time basis a person competent to perform routine plumbing work within its own plant) may request in writing that said employee be issued a Limited Permit as a Class I Plumber, and the Authority Inspector may, at this discretion, issue said Limited Permit under such terms as it may prescribe. An examination may be required by the Authority to determine the competence of the applicant. Said Limited Permit shall entitle the holder thereof to do routine plumbing work and to install plumbing equipment on the premises of his employer, and not elsewhere, as long as he shall remain a full-time employee of the said employer, and said permit shall become void upon termination of said employment. Such Limited Permit shall not authorize the holder thereof to perform, supervise, or assume responsibility for plumbing work performed by any person if not a bona fide employee of said employer.

5. Permit Registration:

Each licensed Class I Plumber, including each holder of Limited License, shall be subject to registration with the Authority on a calendar-year basis. Every permittee wishing to continue in the practice of his trade as a plumber in the Authority area shall, prior to the first day of January of each year, apply at the Office of the Authority for the re-registration of his permit for the ensuing calendar year and shall pay a fee in such amount as is established from time to time by the Authority. Any plumber whose permit has not been properly re-registered shall be considered as an un-permitted person. Any permittee changing the address of his place of business shall notify the Office of the Authority promptly of such change. A registry shall be kept by the Authority of all person holding permits as Class I Plumbers, which shall indicate the address and current status of the registration of the holder thereof. The permit of a Class I Plumber, pursuant to these Rules and Regulations, may be revoked or suspended for cause by the Authority Inspector, subject to the right of appeal to the Authority Board.

6. Certification:

Each permittee shall be issued a permanent certificate showing that he has been granted a permit as a Class I Plumber in an annually renewed pocket card showing that his permit is valid for the current year. Such new card shall be issued each year to each permittee upon payment of the fee aforesaid. A plumber may allow his permit to lapse and may later request a re-issuance thereof upon payment of the required fee without penalty or examination, provided that he does not practice his trade within the terms of these Rules and Regulations during the term his permit has lapsed.

7. Enforcement and Administration:

Any person who shall violate these Rules and Regulations shall be liable, upon summary conviction for a first offense and upon summary conviction for each subsequent offense to a fine of not more than \$300, together with costs of prosecution in each case. Each day the violation shall continue shall be deemed and shall be taken to be a separate offense and shall be punishable as such. Fines and costs imposed under provisions of these Rules and Regulations shall be enforceable and recoverable in the manner at the time provided by applicable law.

PRESSURE SEWER SYSTEMS

1. The Authority may allow the use of pressurized sewer systems with the provision that each system designed will be reviewed by the Authority and its Engineer to the feasibility of its operation and maintenance.
2. If a particular design is accepted by the Authority, and before construction begins, a formal agreement prepared by the Authority's Solicitor shall be signed between the individual, builder or developer and the Authority.
3. The construction of the system shall be inspected by an inspector designated by the Authority. The cost of such inspection, including salaries and expenses shall be paid by the individual builder or developer. A sum equal to the estimated cost of inspection of the construction, plus 10% for administrative costs, shall be deposited with the Authority before the start of construction.
4. When construction of said system is completed, the individual, building or developer, shall deed the system, free of all encumbrances, to the Authority on a form acceptable to the Authority. The system shall be accepted only after an inspection is made by the Authority or its official representative. No house connection shall be made until after the system has been inspected, accepted and formally dedicated to the Authority.

REIMBURSEMENT

1. For a property owner who constructs, or causes to be constructed, at his or her expense any extension of the sewer system of the Authority, the Authority shall provide for the reimbursement to the property owner when the owner of another property not in the development to which the extension was constructed, connects a service line directly to the extension within ten (10) years of the date of dedication of such extension to the Authority. Such reimbursement shall be equal to the collection part of each Tapping Fee collected as result of subsequent connections, less an amount equal to 5% which shall be deemed to represent the appropriate fee for administration expense and services rendered in calculating, collecting, monitoring and disbursing the reimbursement payments to the property owner entitled thereto.
2. The Authority shall notify by Certified Mail, at their last known address, the property owner or owners for whose benefit such reimbursement shall apply within thirty (30) days of the Authority's receipt of such reimbursement payment. In the event that the property owner or owners have not claimed a reimbursement payment within one-hundred twenty (120) days of the mailing of the notice, the payment shall become the sole property of the Authority with no further obligation on the part of the Authority to refund the payment to the property owner or owners.
3. The Authority shall have the right of access at reasonable times to any part of any approved property which shall be served by the sewer system and shall be required for purpose of inspection, measurement, sampling and testing and/or for the performance of other functions relating to service rendered by this Authority through the sewer system.
4. The Authority reserves the right to adopt, from time to time, as authorized by law, such additional rates and charges, classifications, rules and regulations as it shall be necessary and proper in connection with use and operation of the sewer system which additional rates and charges, classifications, rules and regulations shall become part of these Rules and Regulations.
5. The Authority will seek reimbursement for labor and materials to install manhole risers, reconstruct manholes or relocate manholes or sections of the sewer system in Township roadways by receiving 50% of the actual cost of all labor, equipment rental and materials required by CFJMA to install manhole risers or reconstruct manholes, ore reconstruct manholes or relocate manholes or portions of sewer collection lines or sewer facilities located in Township Road right-of-ways, as result of Township repair, relocation, resurfacing or

restructuring of said roadways or berms which amounts shall be reimbursed by the Township to CFJMA; provided, however, that the Township shall be required to provide CFJMA with a notice of the location of the intended road construction which will require manhole risers, reconstruction of manholes, or any changes to the CFJMA sewer system, no less than thirty (30) days prior to the Township's intended date of commencement of construction or resurfacing, which notice shall include the intended date of commencement of construction or resurfacing, and any construction details which will be necessary for CFJMA to order the proper risers or materials. In the event that said notice is not given at least thirty (30) days prior to the commencement of construction or resurfacing of Township roadways wherein affected CFJMA sewer lines or manholes are located, or the Township does not delay paving until the necessary risers or materials are delivered and CFJMA has a reasonable amount of time to install the same, then CFJMA will bill the Township for 100% of the actual costs of all labor, equipment rentals and materials required by CFJMA to complete the necessary work to the manholes and sewer system, which was necessitated by the Township road repair or resurfacing. "Township" shall include any municipality in the CFJMA service area.

Replacement of Building Sewer

1. All costs and expenses, including, but not limited to, permit fees, materials, equipment, labor, inspections, engineering and legal fees, of the construction, maintenance, repair and replacement of a building sewer, to a sewer, shall be borne by the owner of the approved property to which the building sewer is to be connected, maintained, repaired or replaced; such owner of approved property shall indemnify and hold harmless CFJMA from all losses that may be caused, directly or indirectly, as a result of a construction, maintenance, repair or replacement of a building sewer or of a connection of a building sewer to a sewer or sewer main.
2. In the event that CFJMA, or its designee, determines that the system is impaired by a faulty building sewer, CFJMA shall have the option of making immediate repairs to said building sewer and billing the owner of the property for the actual costs of said repairs, plus 15% for administrative costs; sustainer of improved properties shall indemnify and hold harmless CFJMA of all losses that may be caused directly or indirectly, as result of a construction, maintenance, repair or replacement of a building sewer or of a connection of a building sewer to a sewer or sewer main.

PRE-TREATMENT

1. CFJMA adopts, by reference, the Borough of Shippensburg's Pre-Treatment Ordinance, Industrial Pre-Treatment Ordinance and Local Limit Regulations in effect for the Borough of Shippensburg Authority.
2. CFJMA designates the Shippensburg Borough Authority as the Control Authority for Industrial and Commercial establishments in CFJMA's service area.
3. CFJMA authorizes the Borough of Shippensburg Pre-Treatment Coordinator to carry out all inspections, monitoring, sampling and enforcement procedures allowed by the Pre-Treatment Ordinances adopted by reference herein, and any other procedures necessary to comply with or enforce the Industrial Pre-Treatment Program, as it may now be in effect, or as revised from time to time.
4. The Borough Pre-Treatment Coordinator shall inspect all non-domestic waste water dischargers in the CFJMA service area which are identified by CFJMA, and may inspect any others as required by the Pre-Treatment Ordinances and/or the Industrial Pre-Treatment Program.

DISCONNECTION/REDUCTION EDU

A. Disconnection

1. A landowner desiring to disconnect the property from the CFJMA sewage system must provide a written notice to the Authority to begin the process.
2. A disconnection from the building sewer may occur upon request by a landowner in the event a structure currently connected is to be moved or destroyed.
3. A disconnection must be performed at the right-of-way of the property and the building sewer line must be capped at this point.
4. All costs of the procedure, including permits, inspection fees and legal costs will be the responsibility of the owner and must be prepaid at the request of CFJMA before the disconnect process can be begin.
5. A CFJMA representative will inspect the disconnect before backfilling the site.
6. The landowner will sign an agreement provided by CFJMA stating that sewer service to the property has been disconnected and agreeing that any future connection of the property will result in the paying of all then current tapping and connection fees. Upon signing of this agreement and an inspection satisfactory to CFJMA, all billing to the property will be stopped.

B. Reduction of EDU's

1. Upon written notice to the Authority, a landowner may apply to CFJMA for a reduction of EDU's on any property currently charged with more than one (1) EDU and for reasons approved by the Board of Directors of CFJMA.
2. Upon receipt of the written application for reduction, CFJMA representative will investigate the situation and report to the Board as for the advisability of the reduction in EDU's.
3. In the event CFJMA, through its Board of Directors, determine that a reduction of EDU's is appropriate; the landowner will sign an agreement provided by CFJMA stating that the structure has been altered or that the EDU count has been reduced agreeing to pay all permit, inspection and legal fees associated with this reduction and, after the satisfactory agreement has been signed, the billing will be adjusted.

4. The landowner will further state in the agreement that any future increase in EDU's at the property will result in paying the then-current tapping and connection fees and other applicable fees as set by CFJMA.

PROPOSED SMALL-DIAMETER VARIABLE GRADE SYSTEM

A Resolution of Cumberland-Franklin Joint Municipal Authority concerning installation costs and procedures for septic tanks, pumps, and appurtenances that are component parts of **proposed** small-diameter, variable grade sanitary sewer systems, installed by CFJMA to serve existing dwellings and/or EDU's.

WHEREAS, Cumberland-Franklin Joint Municipal Authority (hereinafter CFJMA) may undertake the expansion of its sewer collection system in certain areas by constructing small-diameter, variable grade sanitary sewer systems; and

WHEREAS, the small-diameter, variable grade systems will utilize septic tanks, pumps, and appurtenances as component parts; and

WHEREAS, CFJMA, pursuant to its authority will impose certain fees, costs, and installation procedures on customers who connect to **proposed** small-diameter, variable grade systems, installed by CFJMA to serve existing dwellings and/or EDU's.

NOW, THEREFORE, be it resolved, CFJMA, by and through its Board of Directors and pursuant to its authority under the Municipal Authorities Act of 1945, as amended, does hereby act to impose the following:

1. Customers who desire, or are required, to connect to a **proposed** small-diameter, variable grade system, installed by CFJMA to serve existing dwellings and/or EDU's will be required to pay the Prevailing Total Tapping Fee per EDU, plus \$1000 for component parts, plus CFJMA's normal monthly User Fee; and
2. Such customers will also be responsible for the costs associated with the purchase and installation of all house plumbing modifications, building sewer lines, and all electrical wiring that may be required to connect to CFJMA facilities at the septic tank; and
3. Such customers will insure that all material and workmanship required for all house plumbing, building sewer lines, etc., necessary to connect to CFJMA facilities, are in compliance with CFJMA's "Specifications Governing the Construction of Sanitary Sewer Extensions", as amended, and all applicable plumbing and electrical building codes; and
4. Such customers will provide, as necessary, to CFJMA a legal, recorded easement that permits CFJMA access to a portion of their property to install, inspect, or maintain septic tanks, pumps, or component equipment; and

5. Such customers understand that they will grant such necessary easements to CFJMA without reimbursement, and that CFJMA is responsible for all legal, engineering, and recording costs necessary; and
6. Such customers will not initiate any connection activities until all construction plans have been approved by CFJMA or their agent, until the easement has been recorded, and until CFJMA has authorized connection; and
7. Such customers, after having received all necessary approvals and permits from CFJMA and others, will give CFJMA 72 hours notice prior to proceeding with any connection activities; and
8. Such customers understand that all system components (excluding pumps, wiring, and appurtenance) which are located within the easement are the property of CFJMA, and that all maintenance responsibilities and costs shall be borne by CFJMA; and
9. Such customers further understand that any pumps and associated wiring and appurtenances which may be located within the septic tank situated within CFJMA's easement, is initially purchased and installed by CFJMA, but is owned by the customer; and
10. Such customers who own pumps, wiring, and appurtenances situated within CFJMA's easement understand that CFJMA will perform inspection, repair, and replacement on said equipment, as needed, at the customer's expense; and
11. Such customers who own such pumps also understand that they are responsible for all electrical costs associated with the pump usage; and
12. CFJMA specifically excludes residents of Letterkenny Township located within the proposed Pleasant Hall/Upper Strasburg service area from the Total Tapping Fee mentioned in Section 1. By prior Agreement, such proposed customers are to pay \$2000 per EDU as a Total Tapping Fee and a monthly User Fee based on actual construction costs of the proposed project. All other points of this Resolution, however, shall apply to all future SDVG system customers, Letterkenny Township included.

EXISTING SMALL-DIAMETER VARIABLE GRADE SYSTEM

A Resolution of Cumberland-Franklin Joint Municipal Authority concerning installation costs and procedures for septic tanks, pumps, and appurtenances associated with new dwelling and/or EDU construction that are component parts of **existing** small-diameter, variable grade sanitary sewer systems.

WHEREAS, Cumberland-Franklin Joint Municipal Authority (herein CFJMA) has undertaken the expansion of its sewer collection system in certain areas, by constructing small-diameter, variable grade sanitary sewer systems; and

WHEREAS, the small-diameter, variable grade systems utilize septic tanks as a component part; and

WHEREAS, CFJMA, pursuant to its authority will impose certain fees, costs, and installation procedures on future customers who connect to **existing** small-diameter, variable grade systems.

NOW, THEREFORE, be it resolved, CFJMA, by and through its Board of Directors and pursuant to its authority under the Municipal Authorities Act of 1945, as amended, does hereby act to impose the following:

1. Future customers who desire, or are required, to connect to an **existing** small-diameter, variable grade system will be required to pay the Prevailing Total Tap Fee per EDU, plus CFJMA's normal monthly User Fee; and
2. Such customers will also be responsible for the cost and installation of all house plumbing, building sewer lines, and component parts, such as septic tanks, pumps, etc., that are necessary to connect to the existing system; and
3. Such customers will be required to contact, at the expense, CFJMA's engineer to obtain design instructions that will insure proper positioning of necessary tankage and related equipment; and
4. Such customers will insure that all component parts which are deemed necessary to connect to the system, and their installation, will be in compliance with CFJMA's "Specifications Governing the Construction of Sanitary Sewer Extensions", as amended, and all applicable plumbing and electrical building codes; and

5. Such customers will obtain from CFJMA a standard easement form and will provide, at their expense, to CFJMA a legal, recorded easement that permits CFJMA access to all tanks, pumps, and components necessary for inspection and or maintenance; and
6. Such customers will not initiate any sewerage construction activities until all components and their construction plans have been approved by CFJMA, and until the easement has been recorded, and until CFJMA has issued the customer a sewage permit; and
7. Such customers, after having received all necessary approvals and permits from CFJMA and others, will give CFJMA 72 hours notice prior to proceeding with any construction activities; and
8. Such customers understand that if they are required to use a pump as a component part of their sewer system, ownership of the pump will be retained by the customer, and all future repair or replacement of the pump, its wiring, and appurtenances will be by CFJMA at the customer's expense; and
9. Such customers who may own pumps, understand that they are responsible for all electrical costs associated with the pump usage; and
10. Such customers understand that they must relinquish ownership of all component parts (other than pumps, their wiring, and appurtenances), which are situated within the legal easement granted to CFJMA and that those component parts will become the property of CFJMA; and
11. All such component parts (pumps, wiring and appurtenances not included) located in the legal easement and owned by CFJMA will be maintained by CFJMA and repaired or replaced, as necessary, by CFJMA at CFJMA's expense. All pumps, wiring, and appurtenances which may be present, will be repaired or replaced, as necessary, by CFJMA at the customer's expense.

RESERVATION OF CAPACITY

1. The fee will not exceed 60% of the average sanitary sewer bill for a residential customer in the same service area for the same billing period, per EDU,
2. The fee will be collected only until the Authority charges a tapping fee, which fee shall not be charged until the building permit fee is due,
3. Additional limits on the number of EDU's that may be reserved, calculation of the reservation of capacity fee, and other limits of this program will be detailed in the Policies and Procedures of the Authority and may change from time to time, within statutory limits, by action of the Board of Directors.

RESERVATION OF WASTEWATER TREATMENT CAPACITY AGREEMENT

This Agreement, made and entered into this _____ day of _____, 20____, by and between _____ (hereinafter referred to as "Applicant"), and Cumberland-Franklin Joint Municipal Authority, a Pennsylvania Municipal Authority, (hereinafter "CFJMA"),

WHEREAS, the Applicant wishes to develop real property described on the Exhibit "A" attached hereto and made a part hereof; and

WHEREAS; the Applicant wishes to reserve wastewater treatment capacity for this development; and

WHEREAS; CFJMA is the owner of a wastewater sewage collection system which transports sewage from this member municipality for treatment at the Shippensburg Borough's wastewater treatment facility; and

WHEREAS, CFJMA is willing to allow Applicant to reserve between 50 edu's and 200 edu's of wastewater treatment capacity for a term of between 1 and 3 years for this development under certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual understandings and obligations hereinafter set forth, the Applicant and CFJMA hereby agree as follows:

1. Applicant intends to develop the property herein described pursuant to the plan attached hereto, marked as Exhibit "B" and incorporated herein by reference. In order to facilitate this development, Applicant must be assured that wastewater treatment capacity will be available at the time of development.
2. CFJMA agrees to reserve wastewater treatment capacity for the described property in the amount of _____ edu's for a term of _____ years from the date of this Agreement.
3. Applicant shall pay to CFJMA the non-refundable sum of \$_____ per edu per month, or _____ Dollars (\$_____) on the first day of each month until expiration of the term. Applicant understands that this amount represents 60% of the average sanitary sewer bill for a residential customer, as allowed by the Municipal Authorities Act, 53 Pa.C.S.A. § 5607 (d)(24) as amended by Act 57 of 2003. Said charges are based upon CFJMA's current rates as adopted by CFJMA's Board of Directors for service to CFJMA's customers in effect at the time of execution of this Agreement.

4. Applicant shall pay each of the monthly installments with the first installment due and payable at the time of execution of this Agreement and all subsequent installments due not later than the 15th day of each succeeding month. If Applicant fails to pay the monthly charge hereinabove listed within ten (10) days after the due date, CFJMA may send a notice by regular mail to the Applicant. If the overdue payment remains unpaid by the date of the next monthly payment, this Agreement shall terminate. Ultimate responsibility for prompt payment rests with the Applicant and failure by CFJMA to send an overdue notice and/or failure by the Applicant to receive said notice shall not prevent termination of this Agreement pursuant to the terms of this paragraph.

5. Applicant understands and agrees that the payment made pursuant to this Agreement are only for reservation of capacity. Said payments shall not be credited toward payment of service charges due and payable at the time CFJMA issues a Sewer Connection Permit to Applicant. If Applicant applies for a sewer Connection Permit with CFJMA prior to the termination of this Agreement for Reserved Capacity, this Agreement shall automatically terminate and CFJMA's service charge and any other applicable charges shall become due and payable.

6. Applicant shall not assign, convey or transfer in any manner its rights under this Agreement, either in whole or in part, to another party without prior written notice to CFJMA. If Applicant conveys or transfers in any manner its rights under this Agreement, either in whole or in part, CFJMA shall continue to provide the reserved capacity in the amount hereinabove mentioned only if the property and the projected wastewater flow from the planned development described herein remain the same and the new party or parties agree, in writing, to be bound by this Agreement.

7. Nothing herein shall be construed as creating any personal liability on the part of any officer, director, employee or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CFJMA and the Applicant.

8. At the end of the term of this Agreement, the CFJMA shall have issued Sewer Connection Permits to Applicant for sanitary sewers to serve the entire development. If the Sewer Connection Permits have not been issued, the reservation of capacity shall no longer be available to the Applicant. Serving only part of a project with a lateral extension shall not satisfy this requirement.

9. Any notice to CFJMA required in this Agreement shall be accomplished by first class mail to the Manager of Cumberland-Franklin Joint Municipal Authority, 725 Municipal Drive, Shippensburg, PA 17257.

10. When this Agreement expires, CFJMA may make capacity available to others.

11. The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision hereof shall be instituted and maintained in any court of competent jurisdiction in the county in which the development is located.

12. If any section, clause or provision of this Agreement shall be held invalid, such holding of invalidity shall not affect the validity of any remaining section, clause, paragraph, portion or provision of this Agreement.

13. This Agreement supersedes all previous agreements, oral or written, between CFJMA and the Applicant and represents the whole and entire agreement between the parties. No other agreements or representations, oral or written, have been made by CFJMA. This Agreement may not be altered, modified or amended except in writing properly executed by an authorized representative of CFJMA and the Applicant.

IN TESTIMONY WHEREOF, Witness the signatures of the Applicant and CFJMA, each by its proper officers thereunto duly authorized by resolutions of their respective governing bodies the day, month and year first above written.

ATTEST:

(Applicant's name)

By: _____

ATTEST:

CUMBERLAND-FRANKLIN JOINT
MUNICIPAL AUTHORITY

By: _____

Locust Street Meter District

1. The area of the sewage collection system flowing into its Locust Street meter, formerly known as Contract Areas 4, 5 and 8, shall constitute a new sewer district, to be known as the “Locust Street Meter District.”
2. The tapping fee for all structures within this District shall be \$4,500.00 per EDU, which amount includes the following:

Connection Fee	\$	175.00
Customer Facility Fee		25.00
Tapping Fee		<u>4.300.00</u>
	\$	4.500.00

The Cumberland-Franklin Joint Municipal Authority Open Records Policy

Requests

Public records will be available for inspection and copying at the Authority Office during normal business hours, Monday through Friday, 8:00 AM to 4:30 PM, with the exception of holidays.

Requests shall be in writing and directed to the Authority Secretary at the Authority Office, 725 Municipal Drive, Shippensburg, PA 17257. Written requests shall be a form provided by the Authority and shall include the date of the request, the name and address of the requester, and a clear description of the records sought.

Fees

Paper copies will be \$0.25 per page per side. If mailing is requested, the cost of postage will be charged. If a disk is requested, it will be provided by the Authority at the cost of \$1.00 per disk. A new disk will be necessary each time records are provided. Fax copies will be available at the cost of \$0.50 per page. If "True and Correct Certification" is requested, an additional charge of \$2.00 will be added. Any review of Public Records which includes time spent by Authority staff shall include a charge for time provided at a rate of \$40.00 per hour. Extensive time or research over and above the customary inquire (15 minutes) shall be charged at the Authority rate of \$40.00 per hour. The Authority will require prepayment if the total fees are estimated to exceed \$100.

Response

The Authority will make a good faith effort to provide the requested public records as promptly as feasible. Authority employees shall cooperate with those requesting to review and/or duplicate original Authority documents while taking reasonable measures to protect Authority documents from the possibility of theft and/or modification.

The Authority Secretary shall review all written requests for access to public records. As soon as possible, but no later than five business days after receiving a written request to access public records, the Authority Secretary shall respond to all such requests in a manner consistent with Act 100 of 2002, the Open Records Law.

Appeals Process

If a written request is denied or deemed denied, the requester may file exceptions with the Board of Directors within 15 business days of the mailing date of the Authority's denial. The exceptions shall state grounds on which the requestor asserts that the record is a public record and shall address any grounds stated by the Authority for denying the request.

The Board of Directors shall make a "final determination" on the exceptions within 30 days of the mailing date of the exceptions. The Board of Directors may hold a hearing on the issue during the 30 days. If the Board determines that the denial was correct, it must provide a written explanation to the requester.

The requester may appeal a final determination to the Common Pleas Court or District Justice within 30 days of denial or final determination.
The Cumberland-Franklin Joint Municipal Authority Record Request Form

DATE _____

NAME _____

ADDRESS _____

PHONE NUMBER _____

DESCRIPTION OF RECORDS (for more space, continue on back)

INSTRUCTIONS: PICK-UP FAX MAIL DISK EMAIL

SIGNATURE (When request is fulfilled)

For Office Use Only:

Copies _____ Postage _____ Disk _____ Fax _____

TOTAL COST _____

DATE REQUEST FULFILLED _____

INITIALS OF STAFF MEMBER _____

DATE INFORMATION: Picked up _____ Faxed _____ Mailed _____

