

**WASTEWATER SYSTEM RATES, RULES AND
REGULATIONS OF THE BEDFORD TOWNSHIP
MUNICIPAL AUTHORITY AMENDMENT**

The Wastewater System Rates, Rules and Regulations of the Bedford Township Municipal Authority (hereinafter "BTMA" or "Authority") are hereby amended to add the following:

Section 23 Sanitary Sewer Pressure Testing at Property Transfer

23.01. No person shall construct, install, maintain, repair, operate, use or allow an Illegal Storm or Surface Water Connection. This prohibition expressly includes, without limitation, Illegal Storm or Surface Water Connections made prior to the adoption of these Rules and Regulations, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

23.02. No person shall sell or otherwise transfer real estate within the Township of Bedford on which a building or improvement exists which is provided with sewer services by BTMA without first delivering unto the purchaser a Certificate of Sewage Compliance or Temporary Certificate of Sewage Compliance issued by BTMA.

23.03. As used in this Section 23, the following definitions shall apply:

A. **Person**: Any person, syndicate, associate, partnership, firm, corporation, institution, agency, Authority, or other entity recognized by law as the subject of rights and duties.

B. **Certificate of Sewage Compliance**: An official statement from BTMA stating that there are no known illegal storm or surface water connections into the

F. **Sewer Lateral:** All piping, including the property line viewport, on the customer's side of the Connection Stub. In those cases where, due to distance from the Sewer Main, it is necessary to extend a Sewer Lateral through neighboring public or private property, the installation and maintenance of the entire Sewer Lateral shall be the responsibility of the Customer.

G. **Connection Stub:** The short section of pipe, including the tapping fee or saddle, between the sewer main collection line and the customer's viewport. In most cases, the Connection Stub will terminate at the customer's viewport situated at the customer's property line. In some cases, due to distance from the Sewer Main, the Connection Stub may terminate at a point other than the customer's property line. The Connection Stub is considered part of the Sewer Main, owned and maintained by the Authority.

H. **Customer:** The individual or individuals, partnership, association, company, municipality, or any entity whatsoever becoming the contractual applicant or actually using the sanitary sewer service of the Authority and responsible for payment therefor, as provided in the Rules & Regulations of the Authority.

I. **Owner:** Any and all persons vested with title, legal or equitable, sole or partial, of a Building or other real estate.

J. **Building:** Each single-family dwelling unit, multiple dwelling unit, multiple use unit, store, shop, office, business, institutional, commercial, or industrial unit; contained within any structure; erected and intended for continuous or periodic habitation, occupancy, or use by humans or animals; from which wastewater may be discharged.

mentioned testing, no Certificate of Sewage Compliance will be issued until the illegal connections/malfunctioning drainage system are removed/repared, and/or the entire Sewer Lateral is replaced from the foundation wall to the property line. The system must be retested. The Authority must inspect all work performed and witness all tests. Failure to have the Authority inspect the work may result in the Authority requiring the uncovering of any pipe or other structure to view the repair, at the cost of the Applicant. A Certificate of Sewage Compliance shall expire ten (10) years following the date of issuance.

23.05. A Temporary Document of Certification may be issued at the Authority's sole discretion when either:

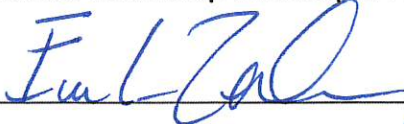
A. The Applicant proves that such testing cannot be performed because of weather conditions, and when such is the case, the Applicant shall provide the Authority with security in the amount of Three Thousand (\$3,000.00) Dollars to guarantee that the appropriate test will be performed. The Applicant will cause to have performed the appropriate test within fourteen (14) days of subsequent written notification from the Authority, which will be given at such time as weather conditions make such testing possible. In addition, the Applicant shall provide a signed written acknowledgment from the purchaser of the real estate, agreeing to correct, at the said purchaser's sole expense, any violations/defects that may be discovered as the result of subsequent tests. Nothing in this subsection shall prohibit any purchaser from requiring the Applicant to reimburse the purchaser for any costs incurred; provided, nevertheless, that primary liability shall run with the land and no such agreement shall affect the Authority's enforcement powers or excuse the then current owner from performance.

remedial work that may be required in order to satisfactorily connect to the new Sewer Main.

2. If the Applicant applies for a Temporary Document of Certification, pending the completion of an anticipated Authority project, the Applicant shall provide the Authority with security in the amount of Three Thousand (\$3,000.00) Dollars to guarantee that the appropriate remedial work and subsequent testing will be performed. In addition, the Applicant shall provide a signed written acknowledgment from the purchaser of the real estate, agreeing to correct, at the said purchaser's sole expense, any violations/defects that may be discovered as the result of subsequent tests. Nothing in this subsection shall prohibit any purchaser from requiring the Applicant to reimburse the purchaser for any costs incurred; provided, nevertheless, that primary liability shall run with the land and no such agreement shall affect the Authority's enforcement powers or excuse the then current owner from performance.

This Amendment to the Rules and Regulations was approved February 7, 2024.

Bedford Township Municipal Authority



GTHK

Attest:



Secretary