

CLARKS SUMMIT BOROUGH

SEWER USE ORDINANCE

2012-10

RULES AND REGULATIONS FOR SEWER SERVICE

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ARTICLE 1 - GENERAL PROVISIONS

1.1 Purpose and Policy

This ordinance sets forth uniform requirements for Users of the Publicly Owned Sewer System for the **Borough of Clarks Summit** (herein "**Borough**") and enables the **Borough** to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code [U.S.C.] section 1251 et seq.) and the General Pretreatment Regulations (Title 40 of the *Code of Federal Regulations* [CFR] Part 403). The objectives of this ordinance are:

- A. To prevent the introduction of pollutants into the Publicly Owned Treatment Works that will interfere with its operation;
- B. To prevent the introduction of pollutants into the Publicly Owned Treatment Works that will pass through the Publicly Owned Treatment Works, inadequately treated, into receiving waters, or otherwise be incompatible with the Publicly Owned Treatment Works;
- C. To protect both Publicly Owned Treatment Works personnel who may be affected by wastewater and sludge in the course of their employment and the general public;
- D. To promote reuse and recycling of industrial wastewater and sludge from the Publicly Owned Treatment Works;
- E. To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the Publicly Owned Treatment Works; and
- F. To enable Clarks Summit-South Abington Township Joint Sewer Authority (herein "Authority") to comply with its National Pollutant Discharge Elimination System permit conditions, sludge use and disposal requirements, and any other Federal or State laws to which the Publicly Owned Treatment Works is subject.

This ordinance shall apply to all Users of the Publicly Owned Treatment Works. The ordinance authorizes the issuance of individual wastewater discharge permits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires User reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

1.2 Administration

Except as otherwise provided herein, the **Borough/Township** shall administer, implement, and enforce the provisions of this ordinance. Any powers granted to or duties imposed upon the **Borough/Township** may be delegated by the **Borough/Township** to a duly authorized **Borough/Township** employee.

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1.3 Abbreviations

The following abbreviations, when used in this ordinance, shall have the designated meanings:

BOD – Biochemical Oxygen Demand
BMP – Best Management Practice
CFR – *Code of Federal Regulations*
COD – Chemical Oxygen Demand
USEPA – U.S. Environmental Protection Agency
gpd – gallons per day
IU – Industrial User
mg/L – milligrams per liter
NPDES – National Pollutant Discharge Elimination System
POTW – Publicly Owned Treatment Works
RCRA – Resource Conservation and Recovery Act
TSS – Total Suspended Solids
TKN – Total Kjeldahl Nitrogen
TP – Total Phosphorus
U.S.C. – United States Code

1.4 Definitions

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this ordinance, shall have the meanings hereinafter designated.

- a. Ammonia Nitrogen as N. Shall mean ammonia nitrogen as determined pursuant to the procedure set forth in the latest edition of “Standard Methods for the Examination of Water and Wastewater”, published by American Public Health Association, Inc.
- b. Authority. Shall mean the Clarks Summit-South Abington Township Sewer Authority, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania, as located in Lackawanna County, Pennsylvania or any designated agent, representative, or employee acting on behalf of the Authority.
- c. Billing Unit. Shall mean the unit of measure by which charges for Service, Annual User Charge shall be assessed against each Improved Property connected to the Sewer System, as determined in accordance with these Rules and Regulations or in any existing or subsequent resolution of the **Borough/Township**, which shall be deemed to constitute an equivalent unit of service provided to the typical single-family Dwelling Unit.
- d. Biochemical Oxygen Demand or BOD. Shall mean the quantity of oxygen, expressed in mg/l, utilized in the biochemical oxidation of organic matter under standard laboratory procedure for five (5) days at twenty (20) degrees Centigrade. The standard laboratory procedure shall be that found in the latest edition of “Standard

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Methods for the Examination of Water and Wastewater: published by the American Public Health Association, Inc.

- e. **Borough. Borough of Clarks Summit/Clarks Green, Lackawanna County, Pennsylvania and/ or any designated agent, representative, or employee acting on behalf of the Borough.**
- f. **Building Sewer.** Shall mean the pipe leading from the sewage drainage system of any structure on improved property to the grinder pump or point of gravity connection with the Lateral serving such Improved Property.
- g. **Categorical Pretreatment Standard or Categorical Standard.** Any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. section 1317) that apply to a specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.
- h. **Categorical Industrial User.** An Industrial User subject to a categorical Pretreatment Standard or categorical Standard.
- i. **Chemical Oxygen Demand or COD.** A measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.
- j. **Commercial Establishment.** Shall mean any room, group of rooms, building or enclosure used or intended for use in the operation of one business enterprise and containing plumbing. "Commercial Establishment" includes institutional facilities.
- k. **Commonwealth.** Shall mean the Commonwealth of Pennsylvania.
- l. **Connection Ordinance.** Shall mean the Ordinance enacted by the **Borough/Township**, compelling all Owners of Improved Property accessible to the Sewer System to connect to such Sewer System and use the same in accordance with the **Borough/Township's** ordinances, resolutions, rules, and regulations.
- m. **Connection Unit.** Shall mean each individual building or portion of a building, which is designed or adaptable to separate Ownership whether for commercial, educational, industrial, or residential use. A school, factory, apartment house, office building, or other multiple unit structure whose individual apartments or units are connected to a common internal sewage system and which are not commonly subject to separate Ownership shall be considered as one connection unit but may be considered multiple Billing Units in accordance with these rules and regulations.
- n. **Customer.** The word "Customer", as used herein, means the Owner contracting for or using sewer Service on a single Premises, or connection unit; and the word "Customers" means all so contracting for and using Service.

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- o. Department of Environmental Protection or DEP. Department of Environmental Protection of the Commonwealth of Pennsylvania, or any duly authorized official of said agency.
- p. Existing Facility. Shall mean any building, structure or installation from which there is or may be a discharge of wastewater, the construction of which started before the adoption of this Ordinance.
- q. Residential Establishment. Shall mean any room, group of rooms, house trailer, building or other enclosure connected, directly or indirectly, to the Sewer System and occupied or intended for occupancy as living quarters by an individual, or family excluding institutional facilities.
- r. Educational Establishment. Shall mean any room, group of rooms, building, house trailer, mobile home, or other structure, connected directly or indirectly, to the Sewer System and used or intended for use, in whole or in part, for educational purposes, including both public and private schools.
- s. Environmental Protection Agency or EPA. The U.S. Environmental Protection Agency, or any duly authorized office of said agency.
- t. Equivalent Dwelling Unit or EDU. Shall mean a unit of a combination of wastewater flow and organic strength that is comparable to wastewater discharged from a single Residential Establishment.
- u. Fats, Oils, and Grease or FOG. Shall mean any substance, such as a vegetable, animal or other product that is used in, or is a by-product of, the cooking or food preparation process, and that turns or may turn viscous or solidifies with a change in temperature or other conditions.
- v. Grab Sample. A sample that is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes).
- w. Improved Property. Any property upon which there is erected a structure intended for continuous or periodic habitation, occupancy or use by human beings or animals and from which structure Sanitary Sewage, Industrial Wastes or both shall be or may be discharged, which is located within the Sewer Area and subject to the Connection Ordinances.
- x. Industrial Establishment. Shall mean any Improved Property, used or intended for use, wholly or in part, for the manufacturing, processing, cleaning, laundering or assembling of any product, commodity or article, or any other Improved Property from which wastes, in addition to or other than Sanitary Sewage, shall or may be discharged.

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- y. Industrial Wastes. Shall mean any and all solid, liquid or gaseous substance or waterborne wastes or forms of energy rejected or escaping in the course of any industrial, manufacturing, trade or business process or in the course of the development, recovery or processing of natural resources, other than Sanitary Sewage, which may be discharged from an Industrial Establishment.
- z. Interference. A discharge that, along or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTWO, its treatment processes or operations or its sludge processes, use or disposal; and therefore, is a cause of a violation of the Authority's NPDES Permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent State or local regulations: section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.
- aa. Institutional Establishment. Shall mean any room, group of rooms, building or other enclosure connected, directly or indirectly, to the Sewer System, including institutional facilities, and Educational Establishments, which do not constitute a Commercial Establishment, a Residential Establishment or an Industrial Establishment.
- bb. Lateral. Shall mean that part of the Sewer System extending from a Main, which is normally located in the Street right-of-way, to the property line, which is the point of connection of the Building Sewer or grinder pump. If there shall be no improvement on the property, then "Lateral" shall mean that part of the Sewer System, 1) extending from said Main to the curb box provided for future extension to a grinder pump, or 2) extending from said Main to a point of future connection to the Building Sewer, if and when said property is improved.
- cc. Mains/Main Sewers/Sewer Mains. Collection pipelines which are generally located in streets, highways, public ways or rights of way or private rights-of-way and which are used to collect wastewater.
- dd. Main Extensions. Extensions of collection pipelines constructed beyond existing facilities and exclusive of Building Sewers.
- ee. mg/l. Shall mean the weight of a substance in milligrams divided by the volume of the solution in liters.
- ff. Multiple Use Improved Property. Shall mean any Improved Property upon which there shall exist any combination of Residential Establishment, Commercial Establishment, Industrial Establishment, Educational Establishment, Institutional Establishment or other similar establishments.

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- gg. **New Facility.** Shall mean any new building, structure, facility, or installation from which there is (or may be) discharge of wastewater, the construction of which commenced after the adoption of this Ordinance. An Existing Facility which experiences significant remodeling or modification, as determined by the **Borough/Township**, can also be considered a New Facility.
- hh. **Oil and Grease.** Shall mean any material, but particularly biological lipids and mineral hydrocarbons, that is recovered as a substance soluble in an organic extracting solvent using an appropriate analytical method approved under 40 CFR 136. It also includes other material extracted by the solvent from an acidified sample and not volatilized during the extraction procedure.
- ii. **Owner.** The word “Owner”, whenever the same appears herein, means the Person, firm or corporation or association having an interest as Owner, or a Person, firm or corporation representing itself to be the Owner, whether legal or equitable, sole or only partial, in any Premises which is or is about to be supplied with sewer by the **Borough/Township**; the word “Owners” means all so interested.
- jj. **Pass Through.** A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the Authority’s NPDES Permit, including an increase in the magnitude or duration of a violation. This is not the conveyance pass-through service maintained between municipalities.
- kk. **Person.** Shall mean any individual, partnership, company, association, society, trust, corporation or other group or entity, including municipalities, municipal authorities, school districts and other units of government.
- ll. **pH.** Shall mean the logarithm of the reciprocal of the concentration of hydrogen ions, expressed in moles per liter of solution, indicating the degree of acidity or alkalinity of a substance.
- mm. **Pollutant.** Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g. pH, temperature, TS, turbidity, color, BOD, COD, toxicity, or odor).
- nn. **Premises.** The word “Premises”, as used herein, means the property or area, including improvements thereto, to which sewer Service is or will be provided and, as used herein, shall be taken to designate:
 - i. A building under one roof owned or leased by one Customer and occupied as one residence or one place of business: or
 - ii. A building or group of buildings owned by one Customer and located on one lot, with one service connection: or

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- iii. The one side of a double house having a solid vertical partition wall; or
 - iv. Each side of each part of a house or building occupied by one family, including a one-Person family, even though the closet and/or other fixtures be used in common; or
 - v. Each apartment, office or suite of offices, and/or place of business located in a building or group of buildings, even though such buildings in a group are interconnected by a tunnel or passageway, covered area way, or a patio or by some similar means or structure; or
 - vi. A public building devoted entirely to public use, such as a town hall, schoolhouse, fire engine house; or
 - vii. A single vacant lot or park or playground; or
 - viii. Each house in a row of houses; or
 - ix. Each dwelling unit in a row of houses, a dwelling unit being defined as a building or a portion thereof with exclusive culinary facilities designed for occupancy and used by one Person or one family (household); or
 - x. Each individual and separate place of business and/or occupancy located in one building or group of buildings such as those commonly designated as shopping centers, supermarket areas, office buildings or professional centers and by such other terms; or
 - xi. Each dwelling unit in a public housing development owned and operated by the United States of America, a municipal subdivision of the Commonwealth of Pennsylvania, or an agency or instrumentality of the United States or the Commonwealth of Pennsylvania, by a philanthropic foundation or organization or some such similar body or organization; or operated under private Ownership; or
 - xii. Each mobile home, whether located on owned or leased land.
 - xiii. A parcel or parcels of property for which a subdivision is being planned or constructed.
- oo. Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except diluting the concentration of the pollutants unless allowed by an applicable Pretreatment Standard.
- pp. Property. See "Premises".
- qq. Publicly Owned Treatment Works or POTW. A treatment works, as defined by section 212 of the Act (33 U.S.C. section 1292), which is owned by the Authority. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature.
- rr. Rate Schedule. The entire body of effective rates, rentals and charges, including Connection, Customer Facilities, and Tapping Fees, Reservation of Capacity Fees,

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- and such other charges allowed by the Municipality Authorities Act, 53 P.S. §5601, et seq., as amended, from time to time, or such other Act of the Commonwealth of Pennsylvania, as adopted by the **Borough/Township** from time to time are made a part of these Rules. A Rate Schedule stating charges and rates effective as of the date of adoption of these Rules is attached hereto as Appendix 1 and incorporated by reference.
- ss. Rules. These Rules Governing Sewer Service, as adopted by the **Borough/Township**, together with Appendices and Exhibits hereto, as they may be amended or supplemented from time to time.
 - tt. Sanitary Sewage. Shall mean the normal water-carried household and toilet wastes from any Improved Property.
 - uu. Sewer. Shall mean any pipe, main or conduit constituting a part of the Sewer System and used or usable for collection and transportation of Sanitary Sewage and Industrial Wastes.
 - vv. Sewer Area. Shall mean that area of the Borough/Township served by the Sewer System as determined and designated, from time to time, by the Borough/Township.
 - ww. Sewer Service. Provision of sewer service to or from a Premises.
 - xx. Sewer System. Shall mean all facilities existing, at any particular time, acquired, constructed, operated, and/or owned by the Borough/Township, for collecting, grinding, pumping, transporting, treating and disposing of Sanitary Sewage and/or Industrial Wastes.
 - yy. Slug Load or Slug Discharge. Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in Article 8 of this ordinance. A Sludge Discharge is any discharge of non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, or NPDES Permit conditions.
 - zz. Standard Construction and Material Specifications. Shall mean the current standard construction and material specifications for sanitary sewer extensions of the **Borough/Township** as duly approved, from time to time, by resolution of the **Borough/Township**.
 - aaa. Stormwater. Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.
 - bbb. Streets. Shall mean and shall include any street, road, lane, court, cul-de-sac, alley, public way or public square, and including such streets as are dedicated to public use, and such streets as are owned by private Persons.

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- ccc. Total Kjeldahl Nitrogen or TKN. Total Kjeldahl Nitrogen as determined pursuant to the procedure set forth in the latest edition of “Standard Methods for the Examination of Water and Wastewater”, published by American Public Health Association, Inc.
- ddd. Total Suspended Solids or Suspended Solids. Shall mean suspended solids as determined pursuant to the procedure set forth in the latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association, Inc.
- eee. Total Phosphorus as P. Total Phosphorus as determined pursuant to the procedure set forth in the latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association, Inc.
- fff. **Township.** Shall mean the South Abington Township, Lackawanna County, Pennsylvania and/ or any designated agent, representative, or employee acting on behalf of the Township.
- ggg. User. See definition of “Customer”.
- hhh. User Charges or User Fees. The charges or fees for Service as established by the Borough/Township and set forth on its Rate Schedule.
- iii. Wastewater - shall mean the liquid and water-carried wastes from dwellings, commercial establishments, industrial facilities and institutions, whether treated or untreated.
- jjj. Wastewater Treatment Plant. That portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

ARTICLE 2 - CONDITIONS OF SERVICE

2.1 General Service Conditions

The **Borough/Township** will furnish Service only in accordance with these Rules as they may be amended from time to time. These Rules are hereto made and are a part of every application; contract; agreement or license entered into between the Owner or Customer and the **Borough/Township**.

The **Borough/Township** hereby reserves the right, so often as it may deem necessary, to alter, amend, and/or repeal the Rates and/or these Rules, or any part, and in whole or in part to substitute new Rates, Rules, which when altered and amended shall forthwith, without notice become and thereafter be a part of every such application, contract, agreement or license in effect at the time of such alteration, amendment and/or adoption.

Before Service will be provided by the **Borough/Township**, the applicant for Service shall be in compliance with all of the terms of these Rules, and the applicant shall have

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paid any applicable connection fees, customer facilities fees and tapping fees, and shall have paid any other fees and charges due to the **Borough/Township**.

2.2 **Duty to Notify Of Changes in Premises**

The Customer or Customers shall notify the **Borough/Township** promptly relative to any changes in the number of Premises, the number at any time being subject to determination by the **Borough/Township**.

2.3 **Property Owner's Primary Responsibility**

The property Owner(s), in all instances, rather than tenant(s), shall be primarily and ultimately liable for the payment of User Charges for Service(s) provided by the **Borough/Township**, and all costs and fees incurred in the collection thereof. All **Borough/Township** Services accounts shall be in the name of the Owner(s) only; provided, however, that all previous and existing written agreements and/or arrangements by and between **Borough/Township** and any Owner(s)/landlord(s) to bill the tenant(s) for public sewer Services may remain in effect until new or different tenant(s) assume occupancy of the property(ies) involved, immediately upon which change in occupancy all of such previous and existing agreements and/or arrangements by and between **Borough/Township** and any Owner(s)/landlord(s) to bill the tenant(s) for Services shall terminate; provided, further, however, that such delay in the implementation of **Borough/Township's** policy requiring all **Borough/Township** Services accounts to be in the name of the Owner(s) only, and the 'phase-out' of previous and existing agreements and/or arrangements by and between **Borough/Township** and any Owner(s)/landlord(s) to bill the tenant(s) for Services, shall apply only to those accounts relative to which the Owner(s) had acknowledged in writing said Owner's(s') ultimate liability for the tenant's(s') user charges.

2.4 **Discontinuance of Service**

Discontinuance of Service by the **Borough/Township** for nonpayment of a bill shall not cancel the application for Service nor constitute a waiver of this rule. Service may be discontinued by the **Borough/Township** and in the discretion of the **Borough/Township** in accordance with 53 P.S. §2261, et seq., as amended, by requesting the water service provider, if any, to terminate water service.

The Customer shall not terminate its Service or disconnect its facilities from the Sewer System Premises or permit the disconnection or removal of facilities serving the property without the consent of the **Borough/Township**. Breach of this provision shall subject the Customer to liability for damage to **Borough/Township** property, and shall not terminate or suspend Customers' liability for User Charges or fees, nor shall it stop the accrual of such charges and fees.

2.5 **Reinstatement of Service after Discontinuance**

Service may be reinstated under a proper application upon the payment of all proper charges or amounts provided in the Rate Schedule of rates or rules of the **Borough/Township** due from the applicant, including payment of any required deposit,

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and all of **Borough/Township's** costs and expenses incurred in enforcing those rights as set forth in 53 P.S. §2261, *et seq.*

2.6 Suspension of Service

- a. Service may be temporarily terminated when such termination is necessary, in the opinion of the **Borough/Township** or the Authority, to stop an actual or threatened discharge which presents or may present an imminent and substantial danger to the health and welfare of persons or the environment, or which causes or has the potential of causing interferences with the treatment system or violation of any condition of the Authority's NPDES Permit.
- b. If, in the opinion of the **Borough/Township**, the exigencies of the situation require immediate action, the **Borough/Township** shall take such steps as deemed necessary, including immediate severance of the sewer connection, without giving the user prior notice. Where applicable, however, the **Borough/Township** shall make reasonable attempts to promptly notify the user, in person or by telephone, before taking any action. In any event, within 48 hours after any temporary termination of service is imposed or other action is taken, the **Borough/Township** shall either place in the mail or personally deliver to the user a notice of the termination or other action taken.
- c. **Owner's Compliance:** Any Customer notified of a suspension of wastewater treatment service and/or his permit shall immediately stop or eliminate contribution to the Sewer System. In the event of a failure of the Customer to comply voluntarily with the suspension order, or in the event the exigencies of the situation otherwise require, **Borough/Township** shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the Sewer System or endangerment to any individuals.
- d. **Duration of Suspension:** Any suspension shall continue until such time as, in the opinion of **Borough/Township**, the suspension is no longer necessary.
- e. **Written Report Required:** A detailed written report describing the causes of the hazardous discharge and the measures taken to prevent any future occurrence shall be submitted to **Borough/Township** within five (5) days of the date of occurrence.
- f. **Customer's Right to Conference:** Any Customer aggrieved by a temporary termination under Article 2.6 shall have the right to an informal conference with the **Borough/Township** regarding the temporary termination. Such conference shall be held within two (2) business days of the receipt of the written request.

2.7 Suspension of Service due to Emergency

The **Borough/Township** shall have the right as necessity may arise in any case of breakdown, emergency or for any other unavoidable cause, to suspend Service temporarily in order to make necessary repairs, connections, and to do such other work. The **Borough/Township** will use all reasonable and practical measures to notify the Customer of such discontinuance of Service. In such cases, the **Borough/Township** shall

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not be liable for any damage or inconvenience suffered by the Customer or any claim against it at any time for interruption in Service, or for any other causes beyond its control; and such temporary interruption of Service shall not entitle the Customer to any abatement or deduction in or from the User Charges, nor the refund of any portion of such User Charges paid in advance during or for the time of such interruption. When Service is to be temporarily interrupted, notice shall be given, when practicable, to all Customers affected by the interruption, stating the probable duration of the interruption of Service and also the purpose for which the interruption is made. Nothing in these Rules contained, however, shall be construed as a guarantee, covenant or agreement of the **Borough/Township** to give notice of any Service interruption due to emergencies or otherwise.

ARTICLE 3 – APPLICATION FOR SERVICE

3.1 Application for Sewer Service

A written application, prepared on the form furnished by the **Borough/Township**, must be submitted to the **Borough/Township** by the Owner of property connected to the Sewer System or desiring to connect to said system for the purpose of requesting Service; said application to be signed by the Owner of the Premises or his duly authorized agent.

3.2 Approval of Applications

All applications are subject to payment of all required fees and compliance with all regulations relative thereto prior to commencement of the work or Service requested therein.

3.3 Contract Application

The application for Service shall be a binding contract on both the Customer and the **Borough/Township** upon approval by the **Borough/Township**. Unless otherwise set forth in a special contract with the **Borough/Township**, Rates and Fees for Service shall accrue from the date the Service has been connected to the Premises.

3.4 Contract with Delinquents

No agreement will be entered into by the **Borough/Township** with an applicant for Service until all arrears for sewer rents, bills for maintenance or repairs or other charges due from applicant at any Premises now or theretofore owned or occupied by applicant, shall have been paid or until satisfactory arrangements for payment of such unpaid bills shall have been made.

3.5 Terms of Contract

All contracts covering Service shall continue in force from quarter to quarter, subject to the billing period, unless ten (10) days written notice is given by either party of a desire to terminate the contract.

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3.6 Special Contract

The **Borough/Township** may require, prior to approval of Service, a special contract other than application for Service under the following conditions:

- a. If required by provision of the Rate Schedule, the duration of the contract to be specified in the schedule.
- b. If the construction of an extension and/or other facilities is necessary.
- c. Where Service is provided from a main, which does not abut the frontage of the property to be served.
- d. If deemed necessary by the **Borough/Township**.

3.7 Governmental Regulations

The contract for sewer Services shall at all times be subject to such changes or modifications as may be directed by action of the Legislature of the Commonwealth or other controlling, legislative or regulatory body.

3.8 New Application Requirements

A new application must be submitted and approved by the **Borough/Township** upon any change in Ownership of the property, or upon any change in the Service as described in the application.

In connection with a change in Service, any Customer making any material change in the size, character or extent of equipment or operations utilizing Service, or whose change in operations results in an increase in the use of sewer, shall immediately give the **Borough/Township** written notice of the nature of the change and, if necessary, amend their application. Failure of a Customer to do so will subject the Customer to liability for the increased User Charges, including penalties and interest thereon, from the date the use increased.

In instances where conditions change such that sewer usage increases, the Customer shall be liable for an additional tapping fee computed in accordance with the resolutions of the **Borough/Township** then in effect.

Failure to pay the increased Fees as assessed by **Borough/Township** shall subject the Customer and Customer's property to a Municipal Claim in favor of **Borough/Township**, in accordance with these Rules and the Municipal Claims and Tax Liens Act.

3.9 Renewal of Service Following Repairs

Service will be renewed following repairs to a service line connection or service line extension under a proper application when the conditions under which such Service was discontinued are corrected and upon the payment of all charges provided in the Rate Schedule and Rules of the **Borough/Township** due from the applicant.

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3.10 Condition of Plumbing and Electrical Systems

The piping, fixtures and electrical system on the property of the Customer shall be in satisfactory condition at the time service facilities are connected and Service provided and at all times thereafter. The **Borough/Township** will not be liable in any case for any accidents, breaks or leakage that in any way are due to the connection with the Sewer System (including leakage or plumbing problems arising at the time of work performed by the **Borough/Township**), unless caused by gross **Borough/Township** negligence.

ARTICLE 4 - SEWER CONNECTIONS

4.1 General Sewer Service Connection Requirements

No connection shall be made to the Sewer System unless the manner in which the connection is made and the materials and workmanship employed in effecting such connection shall comply with the requirements of the applicable plumbing codes and the **Borough/Township's** Standard Construction and Material Specifications. It shall also be necessary for all connections to comply with any special requirements imposed by these Rules.

4.2 Sewer Permit Required

No Person shall uncover, connect with, make any opening into or use, alter or disturb, in any manner, any part of the Sewer System without first obtaining a "Sewer Permit" from the **Borough/Township**.

4.3 Application for Sewer Permit

Application for a Sewer Permit required under Article 4.2 shall be made by the Owner of the Property served or to be served or by the duly authorized agent of such Owner. The **Borough/Township** shall require the payment of a Sewer Permit fee, in addition to such other amounts payable as described hereinafter, in such amount as shall be designated by **Borough/Township** resolution, from time to time. Such Person also shall furnish all appropriate charges, surcharges, fees and assessments imposed by the **Borough/Township** against such Owner hereunder, or by other resolutions of this **Borough/Township**, have been paid or will be paid prior to connection.

4.4 Advance Notice of Time of Connection

No Person shall make or cause to be made a connection of any Property to the Sewer System until such Person shall have given notice to the **Borough/Township** at least two (2) business days prior to when such connection will be made so that the **Borough/Township** may inspect the work, connection and necessary testing. No Building Sewer shall be covered until it has been inspected and approved by the **Borough/Township**. If any part of a Building Sewer is covered before so being inspected and approved, it shall be uncovered for inspection at the sole cost and expense of the Owner of such Improved Property.

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4.5 Point of Connection

All Building Sewers shall be connected to the Sewer System only at a point designated by the **Borough/Township** and where, if applicable, a Lateral has been provided.

4.6 On-Lot Sewage System Connection Prohibition

No privy vault, cesspool, sinkhole, septic tank or similar receptacle at any time may be connected to a Sewer. Where an Improved Property, at the time of connection to a Sewer, is served by its own sewage disposal system or device, the existing house sewer line shall be broken on the structure side of such sewage disposal system or device and attachment shall be made, with proper fittings, to continue such house sewer line, as a Building Sewer, all as is more fully set forth in the Connection Ordinance.

4.7 Elevation of Point of Connection

The invert of a Building Sewer at the point of a gravity connection shall be at the same or a higher elevation than the invert of the Sewer. Where any building drainage system is too low to permit gravity flow to the Lateral the sewage discharge from such building drainage system shall be lifted by means approved by **Borough/Township** and discharged through the Building Sewer.

4.8 Construction Safety Measures

Every excavation for a Building Sewer shall be guarded adequately with barricades and lights to protect all Persons from damage and injury. Streets, sidewalks and other public property disturbed in the course of installation of a Building Sewer shall be restored, at the sole cost and expense of the Owner of the Improved Property being connected, in a manner satisfactory to the **Borough/Township**. If any Person shall fail or refuse, upon receipt of written notice from the **Borough/Township**, to remedy any condition with respect to a Building Sewer deemed unsatisfactory in the opinion of the **Borough/Township**, within thirty (30) days of receipt of such notice, the **Borough/Township** may refuse to permit such Person to discharge Sanitary Sewage and/or Industrial Wastes into the Sewer System until such conditions shall have been remedied to the satisfaction of the **Borough/Township**.

4.9 Right to Access

This **Borough/Township** shall have the right of access at reasonable times, during construction and after, to any part of any Property served by the Sewer System as shall be required for purposes of inspection, measurement, sampling and testing and for performance of other functions relating to Service rendered by the **Borough/Township** through the Sewer System.

4.10 Inspection

Building Sewers shall be subject at all times to the inspection and approval of the **Borough/Township** or its duly authorized representative.

4.11 Liability of Improper Discharge

Any Person who discharges or permits to be discharged any material to the Sewer System except through approved connections will be subject to such charges as the

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Borough/Township may establish and shall hold harmless and indemnify the **Borough/Township** from any costs and charges imposed by any governmental agency with jurisdiction, in addition to being subject to any penal provisions imposed by the Pennsylvania Department of Environmental Protection or the United States Environmental Protection Agency.

4.12 Separate Connections

Except as otherwise provided in this Article 4, each Connection Unit shall be connected separately and independently to the Sewer System through a Building Sewer. Grouping of more than one connection unit on one Building Sewer shall not be permitted except under special circumstances and for good sanitary reasons or other good cause shown and then only after special permission of the **Borough/Township**, in writing, shall have been secured and subject to such rules, regulations, and conditions as may be prescribed by the **Borough/Township**. The installation of such separate Building Sewers and Laterals shall be made at the expense of the property Owners.

4.13 Contractors/Plumbers

All contractors/plumbers and qualified individuals making connection to the Sewer System shall comply with all Federal, state and local requirements and all Rules and Regulations of the **Borough/Township** and the specifications of the **Borough/Township's** Engineer.

4.14 Inspection Required

No connection shall be made to the Sewer System or the pipe trench covered or trench backfilled unless and until the Building Sewer installation has been inspected and approved, in writing, by both a **Borough/Township** representative and the **Borough/Township** designee under any Statewide Building Code, and all inspections have been satisfactorily completed and all permits and approvals, if any are required, have been received and provided to the **Borough/Township**.

4.15 Water Contaminated by Use

All water contaminated by use must be discharged into the Sewer System, including water from sinks and washing machines. Conversely, the discharge of roof, storm, surface, or building foundation water or drainage into the Sewer System is expressly prohibited. Floor drains in basements subject to groundwater infiltration or flooding which are connected to the Sewer System must be removed and permanently sealed to the **Borough/Township's** satisfaction.

4.16 Owner Responsible for Costs

All costs and expenses for the construction of a Building Sewer, including testing, shall be borne by the Owner of the Property to be connected; and such Owner shall indemnify and save harmless the **Borough/Township** from all loss or damage which may be occasioned, directly or indirectly, as a result of construction of a Building Sewer.

If required for Service to a Property, the Building Sewer may be constructed by the **Borough/Township**, at the expense of the property Owner. The **Borough/Township**

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shall have the right to repair a damaged Building Sewer at the Owner's expense; and such Owner shall indemnify and save harmless the **Borough/Township** from all loss or damage which may be occasioned, directly or indirectly, as a result of the repair of a Building Sewer. If the **Borough/Township** installs or repairs a Building Sewer, the cost of such work is subject to a Municipal Lien to enforce collection of the unpaid costs.

If a Lateral does not exist for a Property, all costs and expenses for the construction of a Lateral shall be borne by the Owner of the Property to be connected; and such Owner shall indemnify and save harmless the **Borough/Township** from all loss or damage which may be occasioned, directly or indirectly, as a result of construction of the Lateral. A Lateral shall be constructed at the expense of the **Borough/Township** if the Property has previously been assessed fees providing for such a Lateral.

4.17 Special Requirements

Whenever, in the opinion of the Engineer or other duly authorized representative of the **Borough/Township**, special conditions require additional safeguards or more stringent specifications to be observed, then, and in that event notwithstanding any other provisions of the Rules or requirements of the applicable Municipality's Plumbing Code, the **Borough/Township** specifically reserves the right to refuse to permit a connection to be made to its Sewer System until such special requirements or specifications as may be stipulated by the **Borough/Township** or its Engineer have been satisfied.

ARTICLE 5 - MAINTENANCE OF BUILDING SEWERS

5.1 Responsibility for Building Sewer Maintenance

Every Building Sewer of any Improved Property shall be maintained at all times in a sanitary and safe operating condition by the Owner of such Improved Property. Property Owner shall comply with all maintenance and discharge rules imposed by the **Borough/Township**, including those which may be set forth, in writing, separately from these rules from time to time. It shall be Property Owner's responsibility to ensure that Property Owner's tenants, if any, comply with all maintenance and discharge rules imposed by the **Borough/Township**. Further, in the event the **Borough/Township** determines that the Owner or Customer was responsible for causing blockage in an area which would ordinarily be the responsibility of the **Borough/Township** by placing inappropriate material into the Building Sewer or caused by trees on Owner's Property, the **Borough/Township** reserves the right to require reimbursement from the Owner.

5.2 Replacement of Building Sewer

In the event it becomes necessary to replace a Building Sewer, the Owner or Customer shall notify the **Borough/Township** and such a replacement shall be subject to the specifications and inspection provisions of these Rules. The Owner shall be responsible for all costs of replacement of the Building Sewer.

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ARTICLE 6 - SEWER MAIN EXTENSION REQUIREMENTS

6.1 General Sewer Main Extension Requirements

The extension of sewer mains to and from, or connected to, the Sewer System of the **Borough/Township** shall be in accordance with the following Rules and the Municipality Authorities Act, 53, Pa. C.S.A. §5601, et seq., as amended. All extensions shall be connected to Main Sewer(s) lines owned by the **Borough/Township**, and shall be dedicated to and become property of the **Borough/Township** after inspection and acceptance by the **Borough/Township**. Nothing herein shall require the **Borough/Township** to accept a Main inside or outside its geographical jurisdiction or otherwise located.

6.2 When Sewer Main Extension is Required

A Main extension shall be required by the **Borough/Township** in all or any one of the following instances:

- a. For the furnishing of Service to an individual Premises whose property line does not abut a Main sewer line installed in a public or private right-of-way and owned by the **Borough/Township**.
- b. For the furnishing of Service to a group of individual Premises whose property lines do not abut Main sewer lines installed in a public or private right-of-way and owned by the **Borough/Township**.
- c. For the furnishing of Service to a group of Premises located within the limits of a recorded plan of lots where the developer of the plan is desirous of obtaining Service for the lots.
- d. Such other similar instances as the **Borough/Township** may determine.

6.3 Minimum Length of Sewer Main Extension

The extension of a sewer main shall include the entire quantity of pipeline and appurtenant facilities required to conduct the flow of sewage from the Premises constructed or to be constructed to the existing Sewer System of the **Borough/Township**. Sewer collection mains in existing **Borough/Township** rights-of-way shall extend, at a minimum, to the mid-way point of the frontage of the last property for which the Owner has requested sewer service.

All developers shall extend sewer mains for the entire length of any roads or cartways, as those roads or cartways are shown on the approved subdivision plans, from the point of connection to the existing **Borough/Township** main or any main otherwise installed by the developer to the terminus of such roads or cartways, to the property line of the developer or to the end of any cul-de-sac. The **Borough/Township** may waive this provision in whole or in part, but only by Board action taken at a regular or specially convened meeting of the **Borough/Township** or as otherwise shown on an approved plan.

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For an individual Premises for which sewage service is requested situated on land having extensive frontage on the public right-of-way beyond the Premises, the limit of the required extension shall be based on the minimum frontage required for a buildable lot as set forth in the zoning code of the municipality in which the property is located unless otherwise waived as indicated above.

In the event that sewer main extensions within any subdivision shall require pumping in order to allow for flow of sewage into the collection system of the **Borough/Township**, the developer shall be responsible for the planning, construction and dedication to the **Borough/Township** of such pumping station. The plans of such pumping facilities shall be subject to the review and prior approval of the **Borough/Township** and its Engineers. Upon the satisfactory completion of such facilities, such pumping facilities may be offered for dedication in accordance with the provisions of this Article 6. Alternatively, the **Borough/Township** may allow private sewer main extensions, pumping stations, or facilities on such terms and conditions that it deems acceptable. All costs associated with the planning, construction and maintenance (for the required 18-month period) of such pumping facilities shall be the sole responsibility of the applicant/developer.

6.4 Application for Extension

A written application must be submitted to the **Borough/Township** for the purpose of requesting approval of a Main extension and Service therefrom, said application to be accompanied by plans showing the proposed location of said extensions and other pertinent conditions, said application to be signed by the Owner or Owners, to be subject to the terms and conditions as are hereinafter set forth and included herein, and to the execution of a sewer agreement, which agreement shall regulate and control the installation of sewer line extensions.

The applications shall be accompanied by accurate plans showing the proposed location of the extensions, the layout of the streets and roads, the layout of existing and proposed plans of lots, and other pertinent data, such plans to be in sufficient detail to permit the **Borough/Township** to review and approve the plans.

Applicants for sewer line extensions shall be required to provide a preliminary estimate of extension cost.

Nothing herein shall oblige the **Borough/Township** to accept for dedication such Mains.

6.5 Sewer Main Extension Procedure

Extensions of sewer lines will be performed by the Person or Persons requesting the extension. The party requesting the sewer extension shall be responsible for the payment of the total cost of the extension project.

Sewer Main extensions required to serve residential, commercial, and industrial or lot plan developments shall be designed by the Applicant/Developer subject to **Borough/Township** approval, and shall comply with the following conditions:

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- a. Plans and specifications for extensions and additions to the Sewer System of the **Borough/Township** must be prepared by qualified engineering firms. Such plans and specifications so prepared shall be signed and sealed by a responsible official of the engineering firm and submitted for review by the **Borough/Township** Engineer and for approval of the **Borough/Township**. No construction of any sewer main intended to be connected to the Sewer System of the **Borough/Township** shall be undertaken until such plans and specifications are approved by **Borough/Township** and a permit is issued by the Pennsylvania Department of Environmental Protection, when required.
- b. All extensions shall be located on areas acceptable to the **Borough/Township**.
- c. Unless waived, all extensions shall be designed in such a manner as will permit future extensions thereof with rights-of-way dedicated thereof whenever applicable.
- d. All sewer lines shall be constructed in complete accordance with the **Borough/Township's** standards and specifications, as established, from time to time, by the **Borough/Township**, and in accordance with applicable federal, state and local statutes, ordinances and regulations.
- e. The Owner/Developer and its Contractor, where applicable, shall be required to provide the **Borough/Township** with performance and payment bonds in the full amount of the work construction cost in accordance with applicable law and the Agreement required to be entered into between Owner/Developer and **Borough/Township**. Nothing herein shall preclude the **Borough/Township** under the Municipalities Planning Code from allowing the work in lieu of bonding or otherwise as permitted by law.
- f. The Owner's Contractor shall provide the **Borough/Township** with certificates of insurance in the amounts specified by the **Borough/Township**.
- g. All work shall be inspected on a full-time basis by the **Borough/Township's** representative, the Owner to be responsible for the payment of all inspection costs. The owner shall schedule inspection work with the **Borough/Township** at least seven days in advance. Owner shall be responsible for any cancellation costs.
- h. The Owner shall be responsible for all **Borough/Township** costs incurred in connecting to existing **Borough/Township** facilities, including engineering costs and legal fees incurred by the **Borough/Township** with respect to the proposed extension.
- i. Prior to acceptance of completed facilities, the Owner shall furnish the **Borough/Township** with an eighteen (18)-month maintenance bond in accordance with applicable law.

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6.6 Dedication

If after completion of any Main installed by a Person or a contracting firm other than the **Borough/Township**, and if an acceptable offer of dedication is not received immediately upon completion of the work, at the **Borough/Township's** option, the **Borough/Township** may withhold Service, or the **Borough/Township** may discontinue any Service improperly instituted by the Developer, or the **Borough/Township** may disconnect Owner/Developer's line from the **Borough/Township** System with all costs associated therewith to be paid by Owner/Developer. The **Borough/Township** reserves the right to compel dedication.

6.7 Responsibility for Cost

The entire cost of the requested sewer Main extension, including appurtenances shall be borne by the Person or Persons requesting or requiring the extension, the **Borough/Township** to be subject to no cost. The **Borough/Township** will be subject to payment of such refunds as are agreed in writing.

The cost of a sewer Main extension or installation shall include, but not be limited to, the following as applicable:

- a. The cost of all designs and/or plan review.
- b. The cost for installation of the Sewer Mains and Laterals. All gravity Mains shall have a minimum diameter of eight (8) inches. Larger diameter Mains may be required by the **Borough/Township** based on Service Area conditions.
- c. The cost of connections to the existing main lines, including all costs incurred by the **Borough/Township**.
- d. The cost of all valves, valve boxes, fittings, and all related work, including the testing of the extension.
- e. The cost of all lands and rights of way.
- f. The cost of all inspection.
- g. The cost of all governmental permits and inspection.
- h. All legal, engineering and administrative and overhead costs.
- i. All costs incurred by the **Borough/Township** pertaining in any way to the proposed extension or installation, including, but not limited to, all of the foregoing.

6.8 Payment of Costs

The Owner shall deposit with the **Borough/Township**, prior to the execution of any work, a sum of money sufficient to pay all of the **Borough/Township's** estimated costs associated with the proposed extension, including engineering, legal and administrative

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costs, as determined by the **Borough/Township** in its reasonable discretion, the deposit to be made upon the execution of an Agreement between the **Borough/Township** and the Owner. The amount of deposit shall be determined by the **Borough/Township** from time to time, and a minimum balance must be maintained in the escrow account. If the balance of the account falls below the minimum established by the **Borough/Township**, the **Borough/Township** may demand additional deposits from time to time in its sole discretion.

6.9 Agreement

The Owner shall enter into an Agreement with the **Borough/Township**, prior to the execution of any work, the Agreement to contain such pertinent conditions which include, but are not limited to, the following:

- a. The cost of all work to be borne by the Owner.
- b. The materials and workmanship to be in accordance with the Specifications of the **Borough/Township** as established by the **Borough/Township** Engineer.
- c. The Streets in which the extension is to be located may be dedicated to public use, the lines and grades thereof established and the rough grading completed. Where a line is located in a private right-of-way easement, said right-of-way easement may be dedicated to the **Borough/Township** for its use and benefit, in a form acceptable to the **Borough/Township**.
- d. The Ownership title to all installations shall be conveyed to and vested in the **Borough/Township**, when approved by the **Borough/Township**.
- e. The Owner shall be responsible for maintenance of any sewer main facilities for a period of eighteen (18) months following acceptance and dedication of such improvements by the **Borough/Township**. The Owner shall be responsible for maintaining cash security, on deposit with the **Borough/Township** or under a letter of credit acceptable in form and substance to the **Borough/Township** of an amount equal to fifteen percent (15%) of the construction costs as security for Owner's maintenance responsibilities for such eighteen (18)-month period.
- f. The **Borough/Township** to have the right to make further extensions beyond or laterally from the extensions, such extensions not to be considered as connections subject to any refund.
- h. Such other related requirements of the **Borough/Township**.

6.10 Installation Specifications

All sewer lines shall be installed in accordance with the detailed specifications of the **Borough/Township** as determined by the **Borough/Township** Engineer from time to time.

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ARTICLE 7- GENERAL SEWER USE REQUIREMENTS

7.1 General Discharge Prohibitions

No User shall introduce or cause to be introduced into the Sewer System any pollutant or wastewater which causes Pass through or Interference. These general prohibitions apply to all Users of the POTW whether or not they are subject to categorical Pretreatment Standards or any other National, State, or local Pretreatment Standards or Requirements.

No User shall discharge or shall cause to be discharged any storm water, surface water, spring water, ground water, roof runoff, subsurface, drainage, building foundation drainage, cellar drainage or drainage from roof leader connections into the Sewer System.

7.2 Specific Discharge Prohibitions

Except as otherwise provided in these Rules and Regulations, no person, partnership, corporation or other legal entity shall discharge or cause to be discharged any of the following described wastes or waters into the Sewer System:

- a. Wastewater having a temperature greater than 140 degrees F or which will inhibit biological activity in the treatment plant resulting in Interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104 degrees F;
- b. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause Interference or Pass Through;
- c. Fats, oils, or greases of animal or vegetable origin in concentrations greater than 100 mg/L;
- d. Stormwater, surface water, ground water, artesian well water, roof runoff, subsurface drainage, building foundation drainage, swimming pool drainage, condensate, deionized water, Noncontact Cooling Water, and unpolluted wastewater, unless specifically authorized by the **Borough/Township** and the Authority;
- e. Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause Interference with the POTW;
- f. Trucked or hauled pollutants, including septage, except at discharge points designated by the Authority;
- g. Any liquids, solids or gases which by reason of their nature and quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any way to the Sewer System. This includes, but is not limited to, wastestreams with a closed-cup flashpoint of less than 140 degrees F using the test methods specified in 40 CFR 261.21.

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At no time, shall two (2) successive readings on an explosion hazard meter, at the point of discharge into the system (or at any point in the system) be more than five percent (5%) nor any single reading over ten percent (10%) of the Lower Explosive Limits (LEL) of the meter. Prohibited materials include, but are not limited to, gasoline, fuel oil, kerosene, naphtha, benzene, paint, ethylbenzene, toluene, xylene, ethers, bromates, carbides, hydrides and sulfides, and any other substances which the **Borough/Township**, the Authority, the Commonwealth, or the EPA has notified the Customer is a fire hazard or found to be detrimental to the treatment process;

- h. Pollutants which result in the presence of toxic gases, vapors, or fumes within the Sewer System in a quantity that may cause acute worker health and safety problems;
- i. Any noxious or malodorous gas or substance which either singly or by interaction with other wastes, shall be capable of creating a public nuisance or hazard to life or of preventing entry into the Sewer System for maintenance and repair or which may cause acute worker health or safety problems;
- j. Any water or waste containing any solid wastes with particles greater than one-half inch (1/2") in any dimension, resulting from preparation, cooking and dispensing of food and from handling, storage and sale of produce, which wastes commonly are known as garbage, which have not been ground by household-type garbage disposal units or other suitable garbage grinder;
- k. Any solids or viscous substances which may cause obstruction to the flow in the Sewer System or other interference with proper operation of the wastewater treatment facility such as, but not limited to: animal guts or tissues, paunch manure, bones, hair, hides or fleshings, feathers, entrails, whole blood, ashes, cinders, sand, spent lime, stone or marable dust, metal, glass, straw, shavings, grass clippings, rages, spent hops, waste papers, strings, wood, plastics, gas tar, asphalt residues, residues from refining, or processing of fuel or lubricating oil, mud, or glass grinding or polishing wastes, dental floss, wool or other fibers;
- l. Having a chlorine demand in excess of 12 mg/L at a detention time of 20 minutes;
- m. Detergents, surface-active agents, or other substances which might cause excessive foaming at the Wastewater Treatment Plant;
- n. Any water or waste having a pH lower than 6.0 or higher than 9.0 or having any corrosive property capable of causing damage or hazard to structures or equipment of the Sewer System or to personnel engaged in operation and maintenance thereof;

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- o. Any pollutants that are hazardous waste pursuant to 40 C.F.R. Part 261 unless such pollutant is subject to the domestic sewage exemption under 40 C.F.R. §261.4(a)(1)(ii);
- p. Any pollutant which causes Pass Through or Interference through at the Authority's Wastewater Treatment Plant;
- q. Any water or waste containing any toxic or poisonous substance in such quantity as to constitute a hazard to humans or animals or to interfere with any water treatment process of the Sewer System or that will pass through the Sewer System in such condition so that it will exceed State, Federal and other existing requirements. Samples taken to determine the maximum allowable concentration shall be at the point of discharge to the Sewer System;

Upon the promulgation of the Federal Categorical Pretreatment Standards for a particular industrial subcategory, the Federal Standard shall apply unless the Authority establishes more stringent limits. The **Borough/Township** shall notify all affected Users of the applicable reporting requirements under 40 C.F.R., Section 402.12.

- r. Containing wastes which are not amenable to biological treatment or reduction in existing treatment facilities, specifically non-biodegradable complex carbon compounds;
- s. Having an instantaneous slug flow greater than five percent (5 %) of the average daily sewage flow at the Authority's Wastewater Treatment Plant;
- t. Any water or waste containing total solids of such character and quantity that special or unusual attention or expense shall be required to handle such water or waste at the Authority's Wastewater Treatment Plant for wastewater treatment processes.
- u. Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the Wastewater Treatment Plant's effluent quality, thereby violating the Authority's NPDES Permit;
- v. Unused prescription medications, narcotics, and/or pharmaceuticals.
- w. Any wastewater containing radioactive wastes, radioactive substances and/or isotopes;
- x. Any substance prohibited by any Permit issued by the Commonwealth of Pennsylvania; or
- y. Any other substance prohibited by resolution, rule or regulation of the **Borough/Township** or Authority hereafter adopted from time to time.

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7.3 Fats, Oils, and Grease Control

a. Applicability

The following facilities shall discharge all wastewater from sinks, dishwashers, drains, and any other fixtures through which Grease may be discharged, into an adequately sized, properly maintained, and functioning Grease Interceptor before the discharge enters the Sewer System:

- i. Every commercial Food Establishment;
- ii. All Food Courts;
- iii. All other Persons discharging Grease in amounts that, in the opinion of the **Borough/Township**, will, alone or in concert with other substances from the discharges of other facilities, have a reasonable chance to impede or stop the flow of the Sewer System.
- iv. All areas of intensified dwelling, including, but not limited to: adult day care facilities, assisted living facilities, convalescent homes, day nursing and child care facilities, in which food preparation occurs, hotels, motels in which there is a commercial food preparation service, nursing homes, retirement and life care communities and homes, and truck stops with commercial food service, schools, and colleges, shall be required to have Grease Interceptors. Modifications to Existing Facilities that do not add new buildings or new Grease generating activities are exempt from this requirement.

Grease Interceptors shall not be required for single-family residences, duplexes, triplexes, quadplexes, or apartment complexes, unless the **Borough/Township** first determines there are discharges from the property that may create problems in the Sewer System. The determination shall be made based upon an investigation of the property and a comparison of the content and amount of discharge from the property with the discharges of other properties similar in size and use. Upon a determination that the discharges will create problems in the Sewer System, the **Borough/Township** may require the installation of a sufficiently sized Grease Interceptor to treat the discharges.

b. Compliance

An Existing Facility shall be required to install an approved, adequately sized, and properly operated and maintained Grease Interceptor when any of the following conditions exist:

- i. It is found by the **Borough/Township** to be contributing Grease in quantities sufficient to cause sewer line stoppages or necessitate increased maintenance on the Sewer System in order to keep main line stoppages from occurring.

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- ii. It is remodeling the food preparation or kitchen waste plumbing facilities in such a manner to be subject to a permit.
- iii. Its discharge contains Oil and Grease in excess of 100 milligrams per liter (mg/L) and the Owner does not perform Best Management Practices.

The **Borough/Township** may waive the requirement for a Grease Interceptor provided the Owner can verify that only domestic wastewater is being discharged. The **Borough/Township** may require testing by the Owner in connection with this request, with all costs for this testing being the Owner's expense.

New Facilities required by this or other applicable ordinances to maintain a Grease Interceptor shall install such a unit prior to commencement of discharge to the Sewer System.

c. **Discharge Criteria**

The following prohibitions shall apply:

- i. Where FOG are a by-product of food preparation and/or cleanup, reasonable efforts shall be made to separate waste Oil and Grease into a separate container for proper disposal. Except as contained in by-products of food preparation and/or clean up, waste Oil and Grease shall not be discharged to any drains or Grease Interceptors. Such waste shall be placed in a container designed to hold such waste and either utilized by industry or disposed of at a suitable disposal site.
- ii. None of the following agents shall be placed directly into a Grease Interceptor, or into any drain that leads to the Grease Interceptor:
 - a. Emulsifiers, De-emulsifiers, surface active agents, enzymes, degreasers, or any type of product that will liquefy Grease Interceptor Wastes.
 - b. Any substance that may cause excessive foaming in the Sewer System.
 - c. Any substance capable of passing the solid or semi-solid contents of the Grease Interceptor to the Sewer System.
 - d. Illegal discharge items, such as hazardous wastes including, but not limited to, acids, strong cleaners, pesticides, herbicides, paint, solvents, or gasoline.
 - e. Use of Grease Interceptor treatment products, including bacteria, designed to digest Grease, is specifically prohibited without prior written consent of the **Borough/Township**.

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- i. Acceptance of such products for use may be considered only where a valid screening test, showing the product's ability to treat the Wastewater and to produce an influent in compliance with this Ordinance, has been performed in accordance with methods outlined and approved by the Township.
 - ii. If a product is approved, each User shall obtain written permission from the **Borough/Township** to use the product.
 - iii. The influent to Grease Interceptors shall not exceed 140 degrees Fahrenheit (140°F). The temperature at the flow control device Inspection Port shall be considered equivalent to the temperature of the influent.
 - iv. Toilets, urinals, and other similar fixtures shall not discharge through a Grease Interceptor.
 - v. All waste shall only enter the Grease Interceptor through the inlet flow control device, then the inlet pipe.
 - vi. Where food-waste grinders are installed in a non-residential establishment, the waste from those units shall discharge directly into the building drainage system without passing through a Grease Interceptor.
 - vii. The concentration of FOG that can be discharged to the Sewer System shall not exceed 100 mg/L if the User does not perform Best Management Practices.
- d. **Grease Interceptor Construction**
- i. Any Owner responsible for discharges requiring a Grease Interceptor shall, at his own expense and as required by the **Borough/Township**, provide plans and specifications for equipment and facilities of a design type and design capacity to the **Borough/Township** for prior approval. The Grease Interceptor must be in compliance with the current applicable plumbing codes.
 - ii. The style, type and location of each interceptor or separator shall be approved by the **Borough/Township** using the specifications of the latest edition of the BOCA Basic National Plumbing Code as guidelines.
 - iii. The Owner shall locate the Grease Interceptor in a manner that provides easy accessibility for cleaning and inspection and maintain the Grease Interceptor in effective operating condition. The **Borough/Township** shall inspect the Grease Interceptor during construction and upon completion.
 - iv. An Inspection Port shall be provided for the flow control device regulating flow into the Grease Interceptor.

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- v. Except for Under the Sink Grease Traps, each Grease Interceptor shall be located outside of a building or structure in an area accessible for service, and so installed and connected that it shall be at all times easily accessible for inspection, and for cleaning and removal of the intercepted waste. Inspection Ports and Monitoring Ports shall be in areas where vehicles may not temporarily block access to inspection. The use of ladders or the removal of bulky equipment or stored materials in order to access Inspection or Monitoring Ports shall constitute a violation of accessibility. A Grease Interceptor shall not be installed in any part of a building where food is handled. The location of all Grease Interceptors, Inspection Ports, and Monitoring Ports shall meet the approval of the **Borough/Township** and shall be shown on the approved building plans.
 - vi. A one-piece removable metal plate covering the entire Grease Interceptor shall be preferred as an Inspection Port, though at the discretion of the **Borough/Township**, standard manhole ports may be installed over each divider in the Grease Interceptor. In either case, all parts of the Grease Interceptor shall be easily accessible for cleaning and visual inspection.
 - vii. A Monitoring Port, where required by the **Borough/Township**, shall be provided for ease in sampling the treated effluent from the Grease Interceptor and shall be as close as possible to the connection with the Sewer System within the bounds of the Existing Facility's property. The Monitoring Port shall be installed according to the specifications of the **Borough/Township**. The Monitoring Port shall be installed and maintained at the Owner's expense. An Owner shall properly place, monitor, and maintain the Monitoring Port so that wastewater samples taken from the Monitoring Port are representative of wastewater leaving the Grease Interceptor. It shall be unlawful for an Owner to divert wastewater around a Monitoring Port into the Sewer System.
- e. **Grease Interceptor Maintenance**
- i. Unless otherwise specified by the **Borough/Township**, each Grease Interceptor in active use should be cleaned at least once every 90 days or more frequently as needed to prevent carry over of Grease into the Sewer System, unless it can be demonstrated to the **Borough/Township** that the pumping frequency can be performed at greater intervals with Best Management Practices. The **Borough/Township** may specify cleaning more frequently when quarterly pumping is shown to be inadequate. Additional pumping may be required during time periods where increased loading is anticipated. Any Generator desiring a schedule less frequent than 90 days shall submit a request to the **Borough/Township** along with testing (as required by the **Borough/Township**) and copies of the cleaning records for the last four cleanings, including measurements of the thickness of the surface scum/Grease layer and solids.

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- ii. Written records, maintained by the property Owner or facility management, shall be required to document required maintenance and lawful disposal of all accumulated material, and must be produced to the **Borough/Township** at least every ninety (90) days.
- iii. All Wastewater removed from each Grease Interceptor shall be disposed of at an appropriate disposal site. In no way shall the pumped material be returned to any private or public portion of the Sewer System, without prior written approval from the **Borough/Township**.

7.4 Other Sewer Interceptors

- a. **Oil Interceptors:** An oil interceptor shall be required to receive drainage from work areas of Commercial, Institutional and Industrial Establishments where the possibility exists that petroleum products could become mixed with wastewater. This includes, but not by way of limitations, repair garages, gasoline stations and factories.
- b. **Special Purpose Interceptors:** Interceptors shall be required at Commercial, Institutional and Industrial Establishments where the nature of their operation is such that a substance detrimental to the Sewer System could enter the wastewater stream. Sand or grit from car washes, string or rags from commercial laundries, and animal parts from butcher shops are examples of facilities where special purpose interceptors may be required.
- c. An Existing Facility shall be required to install an approved, adequately sized, and properly operated and maintained Oil and/or Special Purpose Interceptor when it is found by the **Borough/Township** to be contributing oil, sediments, or any other pollutants in quantities sufficient to cause sewer line stoppages or necessitate increased maintenance on the Sewer System in order to keep main line stoppages from occurring.

7.5 National Categorical Pretreatment Standards

Users must comply with the categorical Pretreatment Standards found at 40 CFR Chapter I, Subchapter N, Parts 405-471.

7.6 Right to Revision

The Borough/Township reserves the right to establish, by ordinance or in individual wastewater discharge permits, more stringent Standards or Requirements on discharges to the POTW consistent with the purpose of this ordinance

7.7 Dilution

No User shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable Pretreatment Standard or Requirement.

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ARTICLE 8 - INDUSTRIAL WASTE DISCHARGE REQUIREMENTS

8.1 General Industrial Waste Discharge Requirements

No User will discharge or cause to be discharged into the sewage collection system any industrial waste or commercial process water without prior application for and receipt of a written permit from the **Borough/Township**. All industrial waste is subject to regulation by the Authority and the Authority reserves the right, at its discretion, to refuse connection to the Sewer System, or to compel discontinuance of the use of the sewers, or to compel pretreatment of industrial wastes by an industry.

8.2 Special Agreements

Nothing contained herein shall be construed as prohibiting any special agreement or arrangement between the **Borough/Township** and the Owner of an Improved Property allowing Industrial Wastes of unusual strength or character to be admitted into the Sewer System with the written consent of the Authority.

8.3 Pretreatment Facilities

Where necessary or appropriate, in the opinion of the **Borough/Township** or the Authority, the Owner of an Improved Property shall provide, at the sole expense of the Owner, suitable pretreatment facilities acceptable to the **Borough/Township** and the Authority.

- a. **Plans/Specifications:** Plans, specifications and any other pertinent information relating to proposed facilities for preliminary treatment and handling of Industrial Wastes shall be submitted for approval of the **Borough/Township** and the Authority. No construction of any such facility shall commence until approval has been obtained, in writing, from the **Borough/Township** and the Authority, and until approval has been obtained, in writing, from any and all regulatory bodies having jurisdiction.
- b. **Maintenance and Inspection:** Such facilities for preliminary treatment and handling of Industrial Wastes shall be continuously maintained, at the sole expense of the Owner, in good operating condition satisfactory to the **Borough/Township** and the Authority. The **Borough/Township** and the Authority shall have access to such facilities at reasonable times for purposes of inspection and sampling.

8.4 Dilution Prohibition

No User shall ever increase the use of process water or, in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the Federal Categorical Pretreatment Standards, or in any other pollutant-specific limitation developed by the **Borough/Township**, the Authority, or Commonwealth.

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8.5 Industrial Waste Questionnaire

Any Person desiring to make or use a connection through which Industrial Wastes shall be discharged into the Sewer System shall file with the **Borough/Township** a completed "Industrial Wastes Questionnaire", furnished by the Authority, which shall supply pertinent data, including estimated quantity of flow, characteristics and constituents of the proposed discharge. The cost of obtaining all such data shall be borne by the Person desiring to make or use the connection to the Sewer System.

8.6 Industrial Waste Contribution Reports

- a. Ten (10) days prior to the first day of March, June, September and December of each year, each major contributor of Industrial Wastes shall file with the **Borough/Township** a report on the quality and quantity of their discharge. The report forms shall be supplied by the **Borough/Township**. A copy of the completed report shall also be filed with the Authority.
- b. Major contributors shall consist of those whose total discharge exceeds 10,000 gallons per day, has in its waste a toxic pollutant or, in the judgment of the Authority, would have a significant impact on the Authority's treatment plant or the quality of its effluent.

8.7 Sampling, Analysis, and Inspection Requirements

- a. **General:** Sanitary wastewater and/or Industrial Wastewater being discharged into the Sewer System shall be subject to periodic sampling, inspection, and testing. Sampling, inspection, and testing shall be made by the **Borough/Township** as frequently as may be deemed necessary.

Basic testing normally associated with periodic monitoring shall be performed by representatives of the **Borough/Township**; however, the discharger shall be financially responsible for all testing costs when any one (1) parameter exceeds the allowable limit as established herein. A discharger shall be financially responsible for all testing costs when it has been deemed necessary to provide continued sampling and testing because of a discharger's non-compliance with the rules and regulations as set forth herein.

- b. **Sampling Location:** When required by the **Borough/Township**, the Owner of any Improved Property serviced by a Building Sewer carrying Industrial Wastes shall install, at his expense, a suitable control manhole, together with such necessary meters and other appurtenances in the Building Sewer, to facilitate observations, sampling and measurement of the waste flow.

In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the Building Sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the Sewer

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System and to determine the existence of hazards to life, limb, and property. (The particular analyses involved will determine whether a twenty-four (24) hour composite of all outfalls of a Premises is appropriate or whether a grab sample or samples be taken).

- c. **Analytical Testing:** All measurements, tests, and analysis of the characteristics of waters and wastes to which reference is made herein shall be determined in accordance with the latest edition of "Standard Methods for Examination of Water and Waste Water", published by the American Public Health Association, Inc. and shall be determined by or under the direct supervision of a "qualified analyst" at the control manhole provided, or upon suitable samples taken at such control manhole.
- d. These sampling provisions contained herein are not meant to replace or supercede any industrial obligations relative to the USEPA Categorical Pretreatment Standards.

8.8 Change in Type of Wastes

Any Industrial Establishment discharging Sanitary Sewage and/or Industrial Wastes into the Sewer System and contemplating a change in the method of operation which will alter the characteristics and/or volume of such wastes being discharged shall notify both the **Borough/Township** and the Authority, in writing, at least ten (10) days prior to institution of such change.

8.9 Mechanical Garbage Grinders

The use of mechanical garbage grinders in Industrial or Commercial Establishments shall not be permitted without prior approval from the **Borough/Township**.

8.10 Regulatory Devices

The **Borough/Township** has the right to require Industrial Establishments having large variations in rates of waste discharge to install suitable regulating devices for equalizing waste flows to the Sewer System.

ARTICLE 9 - CHARGES AND FEES

9.1 Imposition of Fees

The **Borough/Township** hereby does impose fees against Owners who desire to or are required to connect to the **Borough/Township's** Sewer System. The fees shall be based on the duly adopted Rate Schedule in effect at the time of application for connection or at a time to which the Owner and **Borough/Township** agree.

9.2 Types of Fees

The fees charged by the **Borough/Township** may include Connection Fees, Customer Facilities Fees, and Tapping Fees, and any and all such other fees as may be authorized

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by the Municipality Authorities Act, 53 P.S. §5601, et seq., as amended, from time to time, or such other Act of the Commonwealth of Pennsylvania or its agencies.

9.3 Calculation of Fees

All such fees payable by the Owner of a Property shall be calculated by multiplying the amounts of the various fees times the number of Equivalent Dwelling Units assigned for the property's use. The **Borough/Township**, in its sole discretion, shall determine the appropriate number of Equivalent Dwelling Units to be assigned to a particular property, taking into consideration all Department of Environmental Protection Regulations and Industry reference publications.

9.4 Time Fees are Due and Payable

All fees shall be due and payable by such Owner at the time application is made for Sewer Service unless payment previously was made by such Owner or a prior Owner for such Property.

9.5 Collection and Failure to Collect

The aforesaid fees shall be collected in the manner of a Municipal Lien filed against the applicable Property or by any other process authorized by law.

9.6 User Charges

User Charges for access to and use of the Sewer System are hereby imposed upon the Owner of each Improved Property which has been or should have been connected to the Sewer System, for use of the Sewer System, whether such use is direct or indirect, and for services rendered by the **Borough/Township** in connection therewith, and shall be payable as provided herein.

9.7 Accrual of User Charge

User Charges shall be collected from the Owner of each Improved Property commencing the on the date of occupancy, as determined by the **Township/Borough** policy, the date of activation of water service account, or as otherwise determined by **Township/Borough** policy.

9.8 Calculation of User Charges

User Charges applicable to any Improved Property constituting a Residential Establishment, a Commercial Establishment, an Educational Establishment, an Industrial Establishment or an Institutional Establishment shall be calculated, imposed and collected on the basis of one of the following methods, in the sole discretion of the **Borough/Township**:

a. Flat Rate Basis:

Each Improved Property billed on a flat rate basis shall be charged a specific amount per EDU applicable to such Improved Property, which specific amount shall be determined, from time to time, by the **Borough/Township**.

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If the use or classification of any Improved Property changes during a quarter-annum period, the User Charge shall be prorated by the **Borough/Township** to the nearest calendar month. The appropriate credit or charge shall appear on the statement for the next succeeding quarter-annum period.

The annual Flat Rate User Charge payable per Billing Unit shall be determined by Resolution of the **Borough/Township** from time to time.

b. **Metered Rate Basis:**

User Charges for any Improved Property, in the discretion of the **Borough/Township**, may be determined on a Metered Rate Basis calculated according to:

- i. Metered volume of potable water usage by the Improved Property, adjusted, if appropriate, by the **Borough/Township**, or
- ii. Actual metered volume of wastewater discharged by the Improved Property into the Sewer System.
- iii. In either of the foregoing cases, such User Charges shall be computed in accordance with the metered rate as established by Resolution of the **Borough/Township** from time to time.

c. **Estimated Rate Basis:**

User Charges may be based upon the **Borough/Township**'s estimate of potable water consumed by any Improved Property per quarter-annum and billed in accordance with the Metered Rate Schedule adopted by Resolution of the **Borough/Township** from time to time.

9.9 **Multiple Use Improved Properties**

Should any Multiple Use Improved Property, as defined in Article I, Definitions, share a common connection to the Sewer System or to a common structure, each such user shall pay a separate User Charge as though it were housed in a separate structure and had a direct and separate connection to the Sewer System. Said User Charge shall be computed in accordance with Article 10.7 of these Rules and Regulations.

9.10 **Owner-Supplied Information**

The Owner of any Improved Property discharging Sanitary Sewage and/or Industrial Wastes into the Sewer System shall furnish to the **Borough/Township**, including by way of the application for Sewer Permit described in Article 4.3, all information deemed essential or appropriate by the **Borough/Township** for the determination of all applicable User Charges and surcharges. The costs of obtaining such information shall be borne by such Owner of the Improved Property.

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Upon failure of the Owner to provide adequate information, the **Borough/Township** shall estimate applicable User Charges and surcharges based upon available information, or until such time as adequate information is received. There shall be no rebate of past payments if the Owner's refusal to provide such information results in overpayment.

9.11 Special Agreements Permissible

Nothing herein contained shall be deemed to prohibit the **Borough/Township** from entering into separate or special agreements with Owners of Property with respect to Fees or User Charges to be imposed in those cases where, due to special or unusual circumstances, the Fees or User Charges set forth herein shall be deemed by this **Borough/Township**, in its sole discretion, to be inequitable, or that it is in the best interest of this **Borough/Township** to do so.

9.12 Quarterly Billing Period

User Charges and surcharges, as applicable, shall be payable on either a monthly or quarterly basis, and shall cover a billing period consisting of either the following billing period or the immediately preceding billing period.

9.13 Waiver of Charges Only by Board

No officer or employee of the **Borough/Township** is authorized to reduce, vary or exempt charges imposed herein or other provisions of this Resolution without official action by the Board of the **Borough/Township**.

ARTICLE 10 – BILLS AND PAYMENT

10.1 Place and Time of Payment

Payments of User Charges shall be due and payable upon the applicable billing date, at the office of the **Borough/Township**, in the appropriate amount, computed in accordance by Resolution, which shall constitute the net bill. Payment made or mailed and postmarked on or before the last day of such thirty (30) calendar day period shall constitute payment within such period. If the end of such thirty (30) calendar day period shall fall on a legal holiday or on a Sunday, then payment made on or mailed and postmarked on the next succeeding business day or Saturday shall constitute payment within such period.

10.2 Duration of Owner's Liability

Every Owner of Improved Property shall remain liable for the payment of User Charges until the date on which title to the Improved Property is transferred to a new Owner by recorded instrument.

10.3 Basis for Preparation of Bills

All bills for services furnished by the **Borough/Township** will be based on the Rate Schedule of the **Borough/Township** then in effect. All bills shall be rendered and are due and payable as established by the quarterly or such other period, at the option of the **Borough/Township**

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10.4 Owner Liable for Bill

The Owner of every Premises shall be liable for the payment of all bills as rendered.

10.5 Temporary Service Charges

The charges for Temporary Service and other miscellaneous service shall be set forth elsewhere herein and/or in the Rate Schedule.

10.6 Billing and Collection of Fees and Charges

- a. All bills for fees/sewer rents/user charges (the “bill” or “bills”) are due and payable immediately as of the billing date stated on the bill, and within no more than thirty (30) days of the billing date in order to avoid the imposition of a late payment penalty. Acceptance or remittance of bills on the last day of said thirty (30) day period shall be determined as evidenced by the postmark of the United States Post Office.
- b. If bills are not paid within sixty (60) days of the billing date, a delinquent notice may be served upon the Owner(s) of the Premises, in accordance with the “Municipal Claims and Tax Liens Act”, 53 P.S. §7106.(a.3)(1) – (4), as amended, and Service may be terminated [in accordance with the provisions of the “General Municipal Law”, 53 P. S. §2261., as amended, relative to Owner-occupied Premises, and the “Utility Service Tenants Rights Act”, 68 P. S. §399.1, *et seq.*, relative to tenant-occupied Premises]. If Service is thus shut off/discontinued/terminated, Service shall not be restored until all unpaid bills, penalties, interest, costs and fees, including, without limitation, the turn-off and turn-on charges specified herein, are paid in full or arrangements satisfactory to **Borough/Township** are made for such payment in full.
- c. The **Borough/Township** shall mail or deliver the bills and notices to the customer(s) at the address given in the application for Service [or to such different address as shall have been specified in writing by the Owner(s) of the Premises], and the **Borough/Township** shall not be responsible for said Owner’s(s’) acceptance or receipt thereof. Every Owner of any property which is connected to the **Borough/Township’s** Sewer System initially shall provide the **Borough/Township** with and thereafter shall keep the **Borough/Township** advised of said Owner’s(s’) correct current mailing address. Failure of any Person to receive quarterly bills for sewer and/or water rentals or charges shall not be considered an excuse for nonpayment, nor shall such failure result in an extension of the period of time during which the bill shall be payable.
- d. Any check received by the **Borough/Township** in payment of any bill due unto the **Borough/Township** which is returned unpaid by the financial institution for any reason shall be charged against the account involved and, in addition, charges shall be made against said account for cost of handling, for each call for collection and for any other costs involved, such charges to be as currently in effect. Bills paid by checks which are subsequently returned by the financial institution due to insufficient funds

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- or closed accounts shall bear an additional penalty of Twenty-Five Dollars (\$25.00), or as amended from time to time by the **Borough/Township**.
- e. Sewer charges imposed by the **Borough/Township** shall be payable in accordance with the current Rate Schedule. All bills with respect to sewer rentals and charges shall be rendered quarterly on or about the first (1st) days of the new billing period for Service during the preceding period.
 - f. If sewer rentals, charges, or fees are not paid unto and received by the **Borough/Township** within thirty (30) calendar days after the billing date, an additional penalty sum of Ten Percent (10 %) shall be added to such bill, which bill, plus such additional penalty sum, shall constitute the adjusted gross bill. If sewer rentals or charges are not paid within sixty (60) calendar days after the billing date, the adjusted gross bill shall bear interest, payable to the **Borough/Township**, at the rate of **one and one-half percent (1½%)** per month, or fraction thereof, compounded until paid in full and received by the **Borough/Township**.
 - g. If sewer rentals or charges are not paid unto and received by the **Borough/Township** within thirty (30) calendar days after the billing date, a written reminder of nonpayment may be provided to the Owner(s) of the Premises, by first class mail, within thirty-five (35) – forty (40) days of the billing date. If sewer rentals or charges are not paid unto and received by the **Borough/Township** within sixty (60) calendar days after the billing date, a formal delinquent account notice shall be forwarded to the Owner(s) of the Premises, in accordance with the provisions of the “Municipal Claims and Tax Liens Act”, 53 P.S. §7106.(a.3)(1) – (4), as amended.
 - h. Whenever Service to any Premises shall begin after the first day or shall terminate before the last day of any billing period, sewer rentals or charges for such period shall be prorated on a monthly basis for that portion of the quarterly billing period during which such Premises was served by the **Borough/Township**’s Sewer System.
 - i. Partial payment for sewer rents shall be accepted only upon the advance, written approval of the **Borough/Township**. Provided, however, that even if the **Borough/Township** gives advance written consent to a payment plan, all bills not paid in full when due, or any remaining balance thereof, shall be subject to penalty and interest charges.
 - j. Fees as established by the Rate Schedule may be charged for a duplicate copy of the current bill, for any request for calculation and preparation of an interim bill requested for a billing unit due to a change in tenant(s) or Ownership, or for copies of a previous year’s billings.
 - k. All sewer rents not paid when due in accordance with applicable law, ordinances, policies and procedures shall be subject to collection and lien pursuant to the provisions of the "Municipal Claims and Tax Liens Act" [53 P.S. 7106(a)], together

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with all charges, expenses and fees incurred in the collection of any delinquent account, including reasonable attorney fees under Section 7601(a.1) of said Act.

1. The following Policy and Procedure shall apply to the collection of delinquent sewer accounts that are not paid in full and received by the **Borough/Township** within the time period set forth in the delinquent account notice specified in subparagraph (g) hereinabove and municipal claims/liens filed in connection therewith:
 - i. If the subject delinquent sewer account is not paid in full within the time limit specified in the delinquent account notice, the **Borough/Township** Office shall promptly forward the delinquent account to the **Borough/Township** Solicitor for the filing and Service forthwith of a Municipal Claim/Lien.
 - ii. If the subject delinquent sewer account is not paid in full within thirty (30) days after the filing and service of the Municipal Claim/Lien, the **Borough/Township** Solicitor shall forthwith file and serve the Writ of Scire Facias and reduce the claim/lien to judgment in accordance with law.
 - iii. If the subject delinquent sewer account is not paid in full within sixty (60) days after the filing and service of the Municipal Claim/Lien, sewer service(s) to the Premises may be terminated in accordance with the procedures set forth in the “General Municipal Law”, 53 P.S. §2261., et. seq. and the “Utility Service Tenants Rights Act”, 68 P.S. §399.1, et seq.
 - iv. If the subject delinquent sewer account is not paid in full within thirty (30) days of the entry of judgment on the claim/lien, the **Borough/Township** Solicitor shall forthwith cause a Writ of Execution to be issued and thereafter proceed with the judicial sale of the subject property(ies)/Premises.
 - v. The **Borough/Township** may also proceed in an action in law or in equity. The owner shall be liable for all costs of collection including but not limited to attorneys fees, penalties, service fees, collection agency fees, interest, and sewer charges. The **Borough/Township** reserves the right to adopt or modify all such costs of collection by Resolution.
 - vi. Continuing direction and authorization is hereby given and granted to the **Borough/Township** Office and **Borough/Township** Solicitor to follow and enforce the collection procedures outlined herein, until each delinquent sewer account, including sewer rents, costs, fees, penalty, interest and attorney fees, are paid in full as due on and as of the date of payment.
 - vii. The **Borough/Township** reserves unto itself the right to terminate service for nonpayment of any sewer bills, fees, charges or other sums due to the **Borough/Township**. Termination of service shall be governed by these Rules, applicable law [in accordance with the provisions of the “General

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Municipal Law”, 53 P. S. §2261., as amended], and rules of court of the Commonwealth of Pennsylvania.

ARTICLE 11 - MISCELLANEOUS

11.1 Access for Inspection

The **Borough/Township** shall have the right of access, at all reasonable times, to any part of any Improved Property as necessary for purposes of inspection, observation, measurement, sampling and testing and for performance of other functions relating to service rendered by the **Borough/Township**

11.2 Power to Excavate

The **Borough/Township** shall have the power to make such excavations as are required for the proper execution of the work.

11.4 Only Rules Binding

No agent or employee of the **Borough/Township** shall have authorization to bind it by any promise, agreement or representation not provided for in these Rules without approval of the **Borough/Township** Board.

11.5 Service of Notices

All notices and bills relating to the **Borough/Township** or its business shall be deemed to have been properly served if left upon the Premises of the Customer or if mailed to the Customer, directed to, or left at his address as shown on the records of the **Borough/Township**. Failure on the part of the Customer to receive a notice or a bill following proper service by the **Borough/Township** shall not excuse the Customer for payment of all amounts due, including penalties for late payment.

The **Borough/Township** will send all such notices and bills to the address given on the application for Service until a notice of change, in writing, has been filed with the **Borough/Township** by the applicant.

All notices of a general character, affecting or likely to affect a large number of Customers, shall be deemed to have been properly given or served if advertised in the newspaper designated by the **Borough/Township**.

11.6 Complaints

Complaints relative to the character of the Service furnished or of bills rendered must be made in writing and delivered to the main office of the **Borough/Township**.

11.7 Miscellaneous Work and Service Furnished by the Municipality

Unless otherwise prohibited by Regulatory Agency's written direction or the **Borough/Township's** operating permits, the cost of repair and/or restoration of **Borough/Township** facilities damaged due to the actions of others shall be paid for by those responsible therefor. All bills for such work and Services furnished by the

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Borough/Township shall be rendered by the **Borough/Township** and be due and payable within Fifteen (15) days after the date of presentation. Acceptance or remittance of such bills on the last day of this fifteen (15) day period shall be determined as evidenced by the postmark of the United States Post Office. The **Borough/Township**, if necessary, will take appropriate legal action, including the filing and enforcement of Municipal Claims as set forth in Article 11 of these Rules, to recover all monies due if payment is not made to the **Borough/Township**.

11.8 Attorney Fees

Pursuant to and in accordance with the provisions of Pennsylvania's "Municipal Claims and Tax Liens Act", 53 P. S. §7106.(a), (a.1), (a.2) and (a.3), as amended, attorney fees shall be collected in connection with the collection of delinquent accounts, including municipal claims and municipal liens, in accordance with the schedule of fees adopted by Resolution of the **Borough/Township** Board from time to time, which Fees the Board hereby finds to be reasonable, in light of the factors set forth in Section 7106.(a.1)(1) – (4) [53 P. S. §7106.(a.1)(1) – (4)] of the said Act.

11.9 Service Agreements

The **Borough/Township** asserts its primary right to provide Sewer Service in its Sewer Area. Notwithstanding the **Borough/Township's** primary right to provide such Service, the **Borough/Township** may enter into written service provider agreements upon such terms and conditions it deems acceptable.

11.10 Enforcement

a. Penalties

- i. Any person, partnership, corporation or other legal entity who shall violate these Rules and Regulations shall be subject, upon summary conviction for a first offense and upon summary conviction for each subsequent offense, to a fine of not less than one hundred dollars (\$100) nor more than one thousand dollars (\$1,000), together with costs of prosecution in each case, and in default of payment of such fine shall be subject to imprisonment up to 90 days. Each day that a violation continues shall be deemed as a separate offense and shall be punishable as such. Each discharge of a substance in excess of the maximum allowable concentration shall also be deemed and shall be taken as a separate violation. In addition to the penalties provided herein, the **Borough/Township** may sue at law or in equity to enjoin violations herein and in addition to damages may recover reasonable attorney's fees, court costs, court reporter's fees, and other expenses of litigation by appropriate suit at law or in equity against the person, partnership, corporation, or other legal entity found to have violated these Regulations, or the orders, rules, regulations, and permits issued hereunder.
- ii. In addition to assessment penalties and liens, under subsection (i), any person who violates or permits a violation of this Ordinance, upon being found liable therefore in a civil enforcement proceeding before a district justice or

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magisterial district judge, shall pay a fine and/or penalty of not less than one hundred (\$100.00) dollars nor more than one thousand (\$1,000.00) per violation, plus all court costs, including reasonable attorney's fees incurred by the **Borough/Township** in the enforcement of this Ordinance. Each day the violation exists shall constitute a separate offense. In any case where a penalty for a violation has not been timely paid, and the person against whom the penalty was imposed is found to have been liable therefore in civil proceedings, the violator shall be liable for the penalty imposed, including additional daily penalties for attorney's fees incurred by the **Borough/Township** in the enforcement proceedings. If the violator neither pays nor timely appeals the judgment, the **Borough/Township** may enforce the judgment pursuant to the applicable rules of civil procedure.

- iii. In addition to all of the remedies, the **Borough/Township** is authorized to exercise and reserves all rights of enforcement and remedies for Municipal Claims and Tax Liens as permitted by law.
 - iv. In addition to or in lieu of a civil action before a district justice or magisterial district judge, or Court, the **Borough/Township** may enforce this Ordinance in equity. The appropriate officers or agents, including **Borough/Township** Manager, of the **Borough/Township** are hereby authorized to seek equitable relief, including injunctions, to enforce compliance herewith.
- b. The **Borough/Township** shall be exempt from the payment of costs in any civil case brought to enforce this ordinance.
 - c. Each day a violation occurs shall be a separate offense.
 - d. The reasonable attorney's fees shall be at the rate of one hundred and twenty-five (\$125) dollars per hour. Said sum may be amended by Resolution of the **Borough/Township**, from time to time.
 - e. The **Borough/Township** Manager shall be authorized to proceed with enforcement remedies under this Ordinance unless otherwise directed by the **Borough/Township** excepting however, filing of liens under subsection 11.10(a)(i) and 11.10(a)(iii) which shall proceed as otherwise allowed by law."

11.11 Copies of Rules

Copies of these Rules are available for review at the **Borough/Township** Office at all times during regular business hours, and are available for purchase at said Office for \$20.00 per copy unless otherwise modified by **Borough/Township** Resolution.

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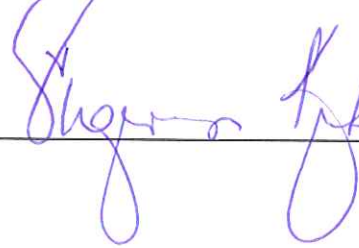
ENACTED as a Resolution of **Borough/Township** this

12th day of SEPTEMBER, 20 12

ATTEST:

 Council President

9/12/12

By:  Borough Mayor, Sect.

