

SCOTT TOWNSHIP SEWER AND WATER AUTHORITY
RULES AND REGULATIONS GOVERNING SEWER SERVICE
 LAST REV: NOVEMBER 2024

These Rules and Regulations (“Rules”) are adopted by the Scott Township Sewer & Water Authority (“STSWA” or “Authority”) pursuant to the PA Municipal Authorities Act, 53 Pa.C.S. Section 5607, for the purpose of establishing procedures and regulations for the connection to, and use of, the wastewater collection system owned and operated by the Authority (the “Sewer System”) which serves portions of Scott Township, Lackawanna County, Pennsylvania (the “Township”). They are a part of the contract with every Person who accepts public sewer service from the Authority and every Person, by connecting to or using the system agrees to be bound hereby. These Rules are administered by the Authority, which has the sole authority and responsibility for their interpretation and any required decisions or approvals, subject to the laws and administrative agency regulations of the Commonwealth of Pennsylvania, in general, and, specifically, Pennsylvania’s Municipality Authorities Act.

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ARTICLE I

DEFINITIONS

Unless the context specifically and clearly indicates otherwise, the meaning of terms and phrases used shall be as follows:

"Ammonia Nitrogen as N" shall mean ammonia nitrogen as determined pursuant to the procedure set forth in the latest edition of "Standards Methods for the Examination of Water and Wastewater" published by American Public Health Association, Inc.

"Authority" shall mean the Scott Township Sewer & Water Authority of the Commonwealth;

"Billing Unit" shall mean the basis on which Connection and Service shall be assessed against each Residential Establishment, Commercial Establishment, Industrial Establishment, Institutional Establishment, Educational Establishment or any combination thereof or any other Property, Premises, or Connection Unit, connected to the Sewer System, as determined in accordance with these Rules and Regulations or in any existing or subsequent resolution of the Authority, and which shall be deemed to constitute an equivalent unit of service to the typical single-family dwelling unit. See **"EDU"**

"B.O.D." (Biological Oxygen Demand) shall mean the quantity of oxygen, expressed in ppm by weight, 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 Methods for the Examination of Water and Wastewater" published by the American Public Health Association, Inc.

"Board" shall mean the governing body of the Authority.

"Building Sewer" shall mean the pipe leading from the sewage drainage system of any structure on property to the grinder pump or point of connection with the Lateral serving such Property.

"Commercial Establishment" shall mean any room, group of rooms, building or enclosure connected, directly or indirectly, to the Sewer System and used or intended for use in the operation of a business enterprise for the sale or distribution of any product, commodity, article or service.

"Commonwealth" shall mean the Commonwealth of Pennsylvania;

“Connection Charges” shall mean those fees or other charges allowed by the Municipality Authorities Act, adopted by the Authority and imposed against and collected from all those who desire or are required to connect to the Sewer System as set forth in the Rate Schedule.

“Connection Ordinance” shall mean the Ordinance or Ordinances enacted by the Township, or other municipalities inter-alia, compelling all Owners of Improved Property accessible to the Sewer System to connect to such Sewer System and use the same in accordance with such ordinance(s) and Authority’s resolutions, rules, and regulations.

“Connection Unit” shall mean each individual building or portion of a building, which is designed or adaptable to separate ownership or occupancy 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 will be considered multiple Billing Units in accordance with these rules and regulations.

“Customer” the word “Customer”, as used herein, means the Owner contracting for Sewer Service for his own use or use by a tenant or other occupant of a single Property, Premises, or Connection Unit; and the word “Customers” means all so contracting for Sewer Service.

“DEP” or “Department of Environmental Protection” the Department of Environmental Protection of the Commonwealth of Pennsylvania or any agency or successor thereto.

“Domestic Strength Sanitary Sewage” shall mean normal water-carried household and toilet wastes discharged from a Residential Establishment. 250 mg/l BOD₅; 250 mg/l TSS; 25 mg/l Total Nitrogen.

“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.

“Equivalent Dwelling Unit” (“EDU”) shall mean the unit of service provided to one single-family Residential Establishment. See **“Billing Unit”**

“Industrial Establishment” shall mean any 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 Property located in the

Sewered Area from which wastes, in addition to or other than Sanitary Sewage, shall be discharged.

"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.

"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, charitable organizations and other nonprofit organizations which do not constitute a Commercial, Residential or Industrial Establishment.

"Lackawanna River Basin Sewer Authority" or "LRSBA" shall mean the entity that accepts and treats all wastewater accepted and conveyed by STSWA.

"Lateral" shall mean that part of the Sewer System extending from a Sewer Main to the curb or property line or, if no such Lateral shall be provided, then "Lateral" shall mean that portion of, or place in, a Sewer that is provided for connection of any Building Sewer;

"Main" or "Mains" shall mean the 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 and convey wastewater to the wastewater treatment facility.

"Main Extension" shall mean any extension of collection pipelines constructed beyond existing facilities excluding Building Sewers.

"mg/l" shall mean the weight of a substance in milligrams divided by the volume of the solution in liters.

"Multiple Use Property" shall mean any Property upon which there shall exist any combination of Residential Establishment, Commercial Establishment, Industrial Establishment, Educational Establishment, Institutional Establishment or other similar establishments.

"Owner" shall mean any and all Person or Persons having an interest as Owner, or any Person, representing itself to be the Owner, whether legal or equitable, sole or only partial, in any Property or Premises which is or is about to be supplied with Sewer Service by the Authority; the word "Owners" means all so interested.

"Person" or "Persons" shall mean any individual, partnership, company, association, society, trust, corporation, municipality, municipality authority or other group or entity or any combination thereof.

"pH" shall mean the logarithm of the reciprocal of the concentration of hydrogen ions, expressed in grams per liter of solution, indicating the degree of acidity or alkalinity of a substance.

"ppm" shall mean parts per million parts water, by weight.

"Premises" as used herein shall mean 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:

- a. A building under one roof owned or leased by one Customer and occupied as one residence or one place of business; or
- b. A building or group of buildings owned by one Customer and located on one lot, with one service connection; or
- c. The one side of a double house having a solid vertical partition wall; or
- d. 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
- e. Each apartment, condominium, town house, 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
- f. A public building devoted entirely to public use, such as a town hall, schoolhouse, fire engine house; or
- g. A single vacant lot or park or playground; or
- h. Each house in a row of houses; or
- i. 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
- j. 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
- k. 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
- l. Each mobile home, whether located on owned or leased land.

m. A parcel or parcels of property for which a subdivision is being planned or constructed.

"Property" or "Improved Property" shall mean any property within the Sewered Area upon which there is a Premises or other erected structure intended for continuous or periodic habitation, occupancy or use by human beings or animals and from which structure Sanitary Sewage and/or Industrial Wastes shall be or may be discharged. This shall also include a vacant property which is proposed for development of a structure or structures from which sanitary sewage and/or industrial wastes shall be discharged.

"Rate Schedule" shall mean the entire body of effective rates, rentals, charges, and fees, including Connection, Customer Facilities, and Tapping Fees, Reservation of Capacity Fees, User Charges, late fees, penalties 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, as adopted by the Authority 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 C and incorporated by reference.

"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.

"Sanitary Sewage" shall mean normal water-carried household and toilet wastes from any Improved Property;

"Sewer" shall mean any pipe or conduit constituting a part of the Sewer System used or usable for sewage collection purposes;

"Sewer System" shall mean all facilities, as of any particular time, for collecting, transmitting, treating or disposing of Sanitary Sewage and/or Industrial Wastes, situate in or adjacent to this Township, and owned by the Authority;

"Sewered Area" shall mean the geographic area served by the Sewer System as determined and designated, from time to time, by the Authority.

"Sewer Service" or "Service" shall mean the availability of the Sewer System or actual collection and disposal of Sanitary Sewage to or from a Premise.

"Sewer System" shall mean all facilities existing, at any particular time, acquired, constructed, operated, and/or owned by the Authority, for collecting, grinding, pumping, transporting, treating and disposing of Sanitary Sewage and/or Industrial Wastes.

"Standard Construction Specifications" shall mean the current standard construction and material specifications for sanitary sewer extensions of the Authority and the Property Owner connection and installation requirements of the Authority as duly approved, from time to time, by resolution of the Authority.

"Street" shall mean and shall include any street, road, lane, court, cul-de-sac, alley, public way or public square, including such streets as are dedicated to public use, and such streets as are owned by private Persons.

"Total Phosphorus as P" shall mean 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.

"Total Solids" shall mean solids determined by evaporating at 100°C a mixed sample of wastewater 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. Total solids include floating solids, Suspended Solids, Settleable Solids and Dissolved Solids, as defined below:

"Suspended Solids" shall mean solids determined by standard laboratory procedure in the waste.

"Settleable Solids" shall mean solids that settle in an Imhoff cone from a standard sample of waste.

"Dissolved Solids" shall mean solids that are dissolved in the waste and cannot be settled but can be determined by evaporation.

"Township" shall mean the Scott Township, Lackawanna County, Pennsylvania, a political subdivision of the Commonwealth, acting by and through its Board of Supervisors, or, in appropriate cases, acting by and through its authorized representatives.

"User" see definition of "Customer".

"User Charges" or "User Fees" shall mean the charges or fees for Service as established by the Authority and set forth on its Rate Schedule attached hereto as Appendix C.

ARTICLE II

CONDITIONS OF SERVICE

2.1 GENERAL: The Authority will furnish Service only in accordance with these Rules and Regulations (“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 and the Authority. These Rules are applicable to all Service Areas of the Authority.

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

2.2 REQUESTS FOR SERVICE - GENERAL: Before Service will be provided by the Authority, the applicant for Service shall request service in accordance with [Article III](#) of these Rules and be in compliance with all other terms of the these Rules and the terms and conditions of any developer’s agreement.

2.3 DUTY TO NOTIFY AUTHORITY OF CHANGES IN “PREMISES”: The Customer shall notify the Authority promptly relative to any changes in the number and/or use of Premises, the number at any time being subject to determination by the Authority.

2.4 PROPERTY OWNER’S(S’) PRIMARY RESPONSIBILITY: The property Owner(s), in all instances, rather than tenant(s), shall be liable for the payment of all User Charges for Service(s) provided by the Authority, and all costs and fees incurred in the collection thereof. All accounts shall be in the name of the Owner only; provided, however, that a written agreement by and between the Authority and any Owner to bill the tenant for Service may be negotiated, but Owner shall still be liable.

2.5 DISCONTINUANCE OF SERVICE: Discontinuance of Service by the Authority caused by a change in ownership or 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 Authority and in the discretion of the Authority in accordance with 53 P.S. §2261, et seq., as amended, by requesting the water service provider, if any, to terminate water service and by forfeiting capacity for the Owner’s property in writing.

2.6 REINSTATEMENT OF SERVICE AFTER DISCONTINUANCE: Service may be reinstated upon receipt of an application for service if discontinuance was due

to a change in ownership of the Property and upon the payment of all charges set forth in the Rate Schedule due from the applicant, including payment of any required deposit, and all costs and expenses incurred by the Authority in enforcing those rights as set forth in 53 P.S. §2261, et seq.

2.7 DISCONNECTION OF SERVICE: The Customer shall not terminate its Service to the Premises or disconnect its facilities from the System or permit the disconnection or removal of facilities serving the Property without the consent of the Authority. Breach of this provision shall subject the Customer to liability for damage to Authority 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.

2.8 SUSPENSION OF SERVICE DUE TO EMERGENCY: The Authority 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 Authority will use all reasonable and practical measures to notify the Customer of such discontinuance of Service. In such cases, the Authority shall 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 contained in these Rules, however, shall be construed as a guarantee, covenant or agreement of the Authority to give notice of any Service interruption due to emergencies or otherwise.

ARTICLE III

APPLICATION FOR SERVICE AND CONTRACTS

3.1 APPLICATION FOR SEWER SERVICE: A written application to STSWA, prepared on the approved form, furnished by the Authority in Appendix C herein, must be submitted to the Authority by the Owner of property requiring connection to the Sewer System or desiring to connect to the System for the purpose of requesting Service; the application shall be signed by the Owner of the Property or his duly authorized agent.

Commercial and Industrial clients shall establish an ESCROW account with the Authority in the amount of \$3,500.00 to cover review fees associated with applications for sewer service.

3.2 APPROVAL OF APPLICATIONS: Approval of all applications is subject to the payment of all required fees, and reimbursements and compliance with all regulations relative thereto, including any written agreements or easements between the Authority and the Owner, and LRBSA and the Owner prior to commencement of the work or Service requested therein.

3.3 APPLICATIONS, A CONTRACT: The application for Service shall be a binding contract on both the Customer and the Authority upon approval by the Authority. Unless otherwise set forth in a special contract with the Authority, Rates and Fees for Service shall accrue from the date the Service has been connected to the Premises.

3.4 APPLICATIONS, INDUSTRIAL: All Industrial Users shall complete and submit the Industrial Questionnaire in addition the application for sewer service and submission of the standard Application Form. Refer to [Article X](#) for additional guidance.

3.5 CONTRACT WITH DELINQUENTS: No agreement will be entered into by the Authority 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.

3.6 TERM OF CONTRACT: All contracts for Service shall continue in force from billing period to billing period subject to the provisions in [Article II](#) above relating to the discontinuance, disconnection and temporary suspension of service.

3.7 SPECIAL CONTRACT: The Authority 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. Where Service is known or is reasonably anticipated to discharge unusual loading volumes or characteristics into the system.
- E. If deemed necessary by the Authority.

3.8 CONDITIONAL APPROVAL & CONSTRUCTION IMPROVEMENTS: It will be at the Authority's discretion to issue a conditional approval for service when improvements are required at the property requesting service. If, in the Authority's judgement, it determines that there is a reasonable risk of prohibited wastes entering the sewer conveyance system if the customer fails to complete the specified improvements at the property, the Authority may request an Escrow Account to secure the funds to complete the proposed improvements. The account shall be valued at 100% of the estimated construction cost.

3.9 METERING CONTRACT: The Authority may require a Metering Contract if at the Authority's discretion it is required or appropriate in order to determine sewer rental charges as described in [Article XI](#). It shall be the Authority's right to inspect metering devices utilized in this determination. It will be in the Authority's power to complete inspections as often as it deems necessary to monitor or enforce applicable requirements. Contract Fees will be administered per the terms provided in [Article XI](#). This contract may be amended from time to time as determined necessary by the Authority, or as required by Township Ordinance or State Law.

3.10 GOVERNMENTAL REGULATIONS A PART OF CONTRACT: All contracts for Service shall be at all times subject to such changes or modifications as may be directed by action of the Commonwealth or other controlling, regulatory body.

3.11 NEW APPLICATION UPON CHANGE IN OWNERSHIP OR TENANCY OR CONDITIONS OF SEWER USE: A new application must be submitted and approved by the Authority upon any change in Ownership of the Property, Premises, or Connection Units 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 Authority 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.

If conditions change such that sewer usage increases, the Customer shall be liable for any additional fees including tapping fees computed in accordance with the resolutions of the Authority then in effect. Failure to pay the increased fees as assessed by the Authority shall subject the Customer to a Municipal Claim in favor of the Authority, in accordance with these Rules and the Municipal Claims and Tax Liens Act.

3.12 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 Authority due from the applicant.

3.13 CONDITION OF PLUMBING AND ELECTRICAL SYSTEMS/AUTHORITY NOT LIABLE: The piping, fixtures and electrical system needed to provide Service to the Property shall be in satisfactory condition at the time of connection and Service provided and at all times thereafter. The Authority 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 Authority).

ARTICLE IV

SEWER SERVICE CONNECTIONS, PROCEDURE AND SPECIFICATIONS

4.1 GENERAL 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 Township's plumbing code and the Authority's Standard Construction 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 Authority and LRBSA.

4.3 APPLICATIONS FOR SEWER PERMIT: Application for a Sewer Permit required under **Article 4.2** shall be made by the Owner of the Improved Property served or to be served or by the duly authorized agent of such Owner. Application for sewer Permits occur subsequent to application for sewer service The Authority and LRBSA shall require the payment of a Sewer Permit fees, in addition to such other amounts payable as described hereinafter, in such amount as shall be designated by Authority resolution, from time to time. Such Person also shall make payment of all appropriate charges, surcharges, fees, reimbursements, and assessments imposed by the Authority against such Owner or Property hereunder, or by other resolutions of this Authority. All such amounts must have been paid or will be paid prior to connection. Permit requirements of the LRBSA are found Appendix A.

4.4 ADVANCE NOTICE OF TIME OF CONNECTION: No Person shall make or cause to be made a connection of any Improved Property or Premises to the Sewer System until such Person shall have given the Authority at least two (2) business days' notice of the time when such connection will be made so that the Authority may inspect the work, connection and perform necessary testing. No Building Sewer shall be covered until it has been inspected and approved by this Authority. 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. It is the intention of the Rules and Regulations that the entire connection be inspected at one time; however, if the Owner feels that special conditions warrant more than one inspection, he may request the same, subject to such additional inspection fees as the Authority shall determine.

4.5 COSTS OF CONSTRUCTION/CONNECTION: All costs and expenses, including electrical costs, of construction and connection of a Building Sewer to a Sewer System shall be borne solely by the Owner. Every Owner connecting to the Sewer System shall agree to indemnify and save harmless the Authority from and against any and all loss or damage that may be occasioned to the Sewer System or any

other property of the Authority or any other third party property, directly or indirectly, as well as from any action, cause of action, claim or judgment, including any costs and reasonable attorney fees incurred in defending such action, cause of action, claim or judgment, as a result of construction of a Building Sewer System or of connection of a Building Sewer to a Sewer System.

4.6 PLACE OF CONNECTION: All Building Sewers shall be connected to the Sewer System only at a place designated by the Authority and where, if applicable, a Lateral has been provided.

4.7 GRAVITY CONNECTION REQUIREMENTS: Lateral pipes shall be connected to provide positive gravity drainage at the designated point of connection. All laterals shall meet the STSWA lateral size requirements as outlined below and as defined by the Pennsylvania DEP. Each unit of multi-unit dwellings shall be provided with an individual lateral connection point.

RESIDENTIAL - MIN 4-inch, MAX - 6-inch.

COMMERCIAL - MIN 6-inch, MAX - As Required

INDUSTRIAL - MIN 6-inch, MAX - As Required

Materials - SDR 35 PVC, Gasketed Joints, All fittings must be PVC or DIP

Sewer Cleanouts - Max Spacing - 150-feet, Lat Size two-way cleanouts

4.8 CONNECTION OF ON LOT SEWAGE SYSTEM PROHIBITED: No privy vault, cesspool, sinkhole, septic tank or similar receptacle at any time may be connected to the System. Where an Improved Property, at the time of connection to the System, 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, Standard Construction Specifications and these Rules.

4.9 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 Lateral, so as to provide drop which will prevent backup of sewage. 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 the Authority and discharged through the Building Sewer.

4.10 LOW PRESSURE SEWAGE CONNECTION REQUIREMENTS: Sewer laterals to residential customer which will not allow for gravity sewer connections shall require a low-pressure sewer connection. Low pressure sewer connections shall require the installation of a grinder pump and low-pressure lateral and other appurtenances. The lateral shall be a minimum size of 1.25-inches, nominal diameter, and High-density polyethylene (HDPE). Fittings shall be butt fusion weld or electrofusion HDPE or stainless steel. Refer to STSWA's design specifications and

details for additional information. Grinder pumps shall be in accordance with [Article V](#) Commercial and Industrial users, requiring pumping for service shall submit design for review by the Authority or their representative.

4.11 MAINTENANCE BY PROPERTY OWNER: Every Building Sewer shall be maintained at all times in a sanitary and safe operating condition by the Owner of such Property. Property Owner shall comply with all maintenance and discharge rules imposed by the Authority, 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 occupants of the Premises or tenants, if any, comply with all maintenance and discharge rules imposed by the Authority.

4.12 CONSTRUCTION SAFETY MEASURES: Every excavation for a Building Sewer shall be guarded adequately with barricades and lights to protect the public and prevent 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 this Authority. If the Owner shall fail or refuse, upon receipt of written notice from the Authority, to remedy any condition with respect to a Building Sewer deemed unsatisfactory in the opinion of the Authority, within Thirty (30) days of receipt of such notice, this Authority may refuse to permit such the discharge Sanitary Sewage and/or Industrial Wastes into the Sewer System until such conditions shall have been remedied to the satisfaction of the Authority.

4.13 AUTHORITY'S RIGHT TO ACCESS: The Authority and or Authority assigned Personnel shall have the right of access at reasonable times, during construction and after, to any part of any Premises served by the Sewer System as shall be required for purposes of inspection, determining compliance, measurement, sampling and testing, emergency repairs or maintenance, and for performance of other functions relating to Sewer Service rendered by this Authority through the Sewer System.

4.14 INSPECTION: Building Sewers shall be subject at all times to the inspection and approval of the Authority, or its duly authorized representative.

4.15 LIABILITY FOR 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 Authority may establish and shall hold harmless and indemnify the Authority from any costs and charges imposed by any governmental agency with jurisdiction, in addition to being subject to any penal provisions imposed by the Township or Pennsylvania Department of Environmental Protection or the United States Environmental Protection Agency (EPA). In addition, such Person shall also indemnify the Authority and hold it harmless from any action or cause of action brought by other Authority customers or

any third party who suffers any loss, damage, and/or injury as a result of an improper discharge.

4.16 SEPARATE CONNECTIONS: Except as otherwise provided in this [Article IV](#), 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 Authority, in writing, shall have been secured and subject to such rules, regulations, and conditions as may be prescribed by the Authority. The installation of such separate Building Sewers and Laterals shall be made at the expense of the property Owners.

4.17 SEPARATE CONNECTION EASEMENTS: If the grouping of more than one connection / unit is permitted, the owners shall at their own expense prepare an easement that highlights the owners' responsibilities for future maintenance, ownership, replacement, and liability of the grouped connection. The easement shall be recorded in the courthouse and a copy provided to the Authority before the issuance of the connection permit. Maintenance responsibility shall rest with the owners, but the Authority shall have the rights to access and construction of the laterals shall be in accordance with the Authority's standards.

4.18 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 of the Authority and the Authority's Standard Construction Specifications.

4.19 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 the Authority's representative, and all Township inspections have been satisfactorily completed and all permits and approvals, if any are required, have been received and provided to the Authority.

4.20 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, sump pumps, 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 Authority's satisfaction.

4.21 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 Authority 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 Authority, at the expense of the property Owner. The Authority shall have the right to repair a damaged Building Sewer at the Owner's expense; and such Owner shall indemnify and save harmless the Authority from all loss or damage which may be occasioned, directly or indirectly, as a result of the repair of a Building Sewer.

4.22 SPECIAL REQUIREMENTS: HARMFUL DISCHARGES: Harmful Discharges that result in a detrimental impact to the Sewer System due either: 1) to the nature of the waste and its effect on the treatment process; or 2) to the impact on hydraulic conditions of the Sewer System; are prohibited, unless the following special requirements, approved by the Authority or its Engineer, have been implemented to protect the integrity and safety of the Sewer System.

4.22.A GREASE, OIL AND DETRIMENTAL SUBSTANCES: Installation of sewer interceptors and separators; duty to maintain interceptors and separators; duty to maintain private pump stations; and duty to maintain maintenance records and submit same to authority

1. GREASE INTERCEPTORS: A grease interceptor shall be required to receive the grease-laden drainage from plumbing fixtures and equipment located in the food preparation areas of commercial and industrial establishments. This includes, but not by way of limitation, facilities such as: restaurants, motels, hotels, bars, cafeterias, schools, and meat processing facilities.

2. OIL INTERCEPTORS: An oil interceptor shall be required to receive drainage from work areas of commercial 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.

3. SPECIAL PURPOSE INTERCEPTORS: Interceptors shall be required at commercial 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.

4. ACCESSIBILITY AND MAINTENANCE: Each interceptor or separator shall be installed so as to be readily accessible for service and maintenance. Interceptors and separators shall be maintained by periodic removal of accumulated grease, scum, oil, solids, etc. and by disposal of the material in a lawful manner. All interceptors shall be pumped at least every ninety (90) days, or more frequently if the accumulated grease, scum, oil and solids exceed 25 percent of the total volume of the device.

Disposal shall be in accordance with appropriate laws. The Authority should be notified prior to each pumping. Also, the owner/operator of the facility shall obtain a pumping receipt after each pumping and provide a copy of the receipt to the Authority for their records within two weeks of said pumping.

5. STANDARD CARE AND CLEANING: *A pressurized deep cleaning of each interceptor or separator is established at a minimum of once per year.* Adjustments to this schedule may be requested after one (1) year of operation. This request shall require a visual inspection by the Authority. The owner/operator of the facility is responsible for the arrangement and costs associated with pressurized cleaning. The Authority should be notified prior to each cleaning. Also, the owner/operator of the facility shall obtain a receipt after each cleaning and provide a copy of the receipt to the Authority for their records within two weeks of said pumping.

6. SPECIFICATIONS: The style, type and location of each interceptor or separator shall be approved by the Authority or the Authority's Engineer prior to construction. Criteria will come from the specifications of the Authority.

7. OPERATIONAL CRITERIA: Specific criteria for the proper implementation and function of grease interceptors can be found in Appendix C - Standard Specification-Interceptors and Separators

8. INSPECTION AND RECORDS: Authority Personnel may make periodic inspections of these facilities and associated records to assure proper installation, maintenance, and disposal procedures are being practiced. Written records, maintained by the property Owner or facility management, shall be required to document required maintenance and lawful disposal of all accumulated material. The Authority may require the periodic submission of this documentation.

9. FAILURE TO INSTALL AND/OR MAINTAIN A REQUIRED INTERCEPTOR; AND FAILURE TO PROVIDE MAINTENANCE RECORDS. In the event that an Owner fails to install or maintain a grease, oil or special Interceptor required by the Authority pursuant to these Rules, it shall be deemed to be a discharge of Prohibited Wastes into the Sewer system. In the event that an Owner fails to provide the records, when requested, as required in Subsection 8 of this Section, such failure shall also be deemed a discharge of Prohibited Wastes. Those who discharge Prohibited Wastes into the Sewer System are in violation of [Article IV](#) and shall be subject to the provisions of Section 9.8 of these Rules.

10. PRIVATE PUMP STATION MAINTENANCE, ACCESS AND REQUIREMENT TO KEEP MAINTENANCE RECORDS. Any Owner who has a Pump Station on its property that is privately owned and discharges into the System, hereinafter referred to as "Pump Station Owner", must maintain the Pump Station to prevent the discharge of Prohibited Wastes into the System. Each Pump Station shall

be readily accessible for maintenance and service. Pump Stations shall be maintained by periodic removal of grease, solids, debris, obstructions, etc. and by disposal of the material in a lawful manner. A recommended schedule for the Pump Station in question shall be provided to the Pump Station Owner, but maintenance shall be done more frequently if needed. The Pump Station Owner shall maintain records of the periodic maintenance and any necessary disposal. Authority Personnel may make periodic inspections of the Pump Station and shall also periodically request copies of the records of such maintenance, including records of the proper disposal of grease and other contaminants taken out of the Pump Station. If the Owner fails to properly maintain the Pump Station and/or fails to provide records of such maintenance, as well as the proper discharge of any Prohibited Wastes, such failure shall also be deemed a discharge of Prohibited Wastes. Those who discharge Prohibited Wastes into the Sewer System are in violation of [Article IX](#) and shall be subject to the provisions of these Rules.

4.22.B HARMFUL HYDRAULIC IMPACTS: INSTALLATION OF EQUALIZATION STORAGE AND SEWER SYSTEM IMPROVEMENTS

1. CONTROLS TO BE IMPLEMENTED: Discharges resulting in detrimental impacts on the hydraulic conditions of the Sewer System are prohibited. Equalization Storage and/or Sewer System Improvements shall be required to be installed as set forth below or whenever, in the sole judgment of the Authority, they are deemed necessary to protect the integrity and safety of the Sewer System.

2. EQUALIZATION STORAGE: Equalization Storage (EQ Storage) shall be required to receive and store maximum peak daily flows from any property that, in the judgment of the Authority, would cause harmful hydraulic impacts to the Sewer System, including existing and new development of such property. The EQ Storage volume provided shall be adequate to store the maximum peak daily flows to be subsequently released into the Sewer System at a rate that will not cause harmful hydraulic impacts to the Sewer System. If pumping is required, the operation of the pumps shall not cause harmful hydraulic conditions within the Sewer System. This may require the use of variable frequency drives. The required EQ Storage volume may be located within the pump station wetwell or within a separate storage facility. EQ Storage facilities shall be designed and fitted with aeration and mixing equipment to prevent septic conditions from occurring within the facility, and to prevent solids from settling. The aeration equipment may serve as the mixing equipment as long as it can be shown by design calculation that adequate mixing will be provided by the aeration equipment.

3. SEWER SYSTEM IMPROVEMENTS: Sewer System Improvements, including not by way of limitation larger diameter sewer mains, sewage pumping stations, etc. shall be required to convey flows from any property that, in the judgment of the Authority, would cause harmful hydraulic impacts to the Sewer System, in lieu of, or

in combination with EQ Storage.

4. ACCESSIBILITY AND MAINTENANCE: All required EQ Storage Facilities and Sewer System Improvements shall be installed so as to be readily accessible for service and maintenance.

5. DESIGN STANDARDS: EQ Storage Facilities and Sewer System Improvements shall be designed in accordance with standard engineering practice; in accordance with the Authority's standards and specifications; and in accordance with applicable federal, state and local statutes, ordinances and regulations.

6. INSPECTION AND RECORDS: Authority Personnel may make periodic inspections of all facilities not owned by the Authority and shall have access to all records to assure proper installation, maintenance, and disposal procedures are being practiced. Written records, maintained by the property Owner or facility management, shall be required to document required maintenance and to show that oxygen levels are being maintained to prevent septic conditions within the EQ Storage facilities and to show that adequate mixing is being provided to prevent the settling of solids within the EQ Storage facilities. Written records, maintained by the property Owner or facility management, shall be required to document required maintenance and lawful disposal of all accumulated material. The Authority may require the periodic submission of all associated documentation.

7. AGREEMENT: All proposed Equalization Storage Facilities and Sewer System Improvements shall be subject to an Agreement between the Owner and the Authority as set forth in [Article III](#).

ARTICLE V

GRINDER PUMPS

5.1 GENERAL: It is the policy of the Authority that the use of conventional gravity sewage collection facilities, wherever technically practical, is in the best interest of the Authority, its customers and the Township. Grinder pump units shall only be used for Premises that cannot be served by gravity Building Sewers meeting the requirements of the Authority.

5.2 GRINDER PUMP SPECIFICATIONS: Residential Grinder Pump units shall be semi-positive displacement E-One DHO71 Grinder Pump Station, or an approved equal as determined by the Authority or Authority's Engineer. Commercial & Industrial use Grinder Pump Units shall be duplex stations designed to meet applicable industrial parameters as specified herein and flow demands of the facility. Prior to the issuance of the connection permit, Commercial and Industrial Grinder Pump customers shall submit shop drawings for Proposed Grinder Pump Installations to the Authority or the Authority's Engineer.

5.3 COMMERCIAL/INDUSTRIAL GRINDER PUMP SUBMITTAL PROCEDURE: Prior to application for service, Owner's Engineer shall provide plans, specifications, and calculations to the Authority and the Authority's Engineer for review. Calculation shall provide information necessary to determine constituent characteristics and volume of discharge being contributed to the central sewer treatment system and hydraulic evaluation of the service lateral.

5.4 PUMP ACQUISITION COSTS AND ACCESS TO GRINDER PUMP: The Owner of any Improved Property to be connected to the Sewer System is responsible for paying all costs associated with the purchase, installation, inspection, and maintenance of any Grinder Pump Unit required to service the property. When the Authority provides a grinder pump or accessories, the Owner shall be required to reimburse the Authority for the costs of acquiring a grinder pump or accessories to service such Improved Property. The amount of such costs shall be as determined, from time to time, by the Authority. Every grinder pump installed by the Authority to service a Property, Premises, or Connection Unit, shall be owned and maintained by the customer. The Authority shall, at all times, have the right of access to the Improved Property for servicing or removing such grinder pump. Every grinder pump installed by the customer shall remain the property of the customer and the Authority shall, at all times, have the right of access to the Improved Property for servicing or removing such grinder pump.

5.5 ELECTRIC SERVICE AND CONTROLS: Every Improved Property connected to the Sewer System and having use of a grinder pump shall provide for the service of electrical current and placement of appropriate controls for the installation and operation of a grinder pump as prescribed by the Authority. The Owner of such

Improved Property shall be responsible for paying the cost of electricity consumed by the grinder pump installed to service the Improved Property. Controls shall provide audible and visual alarm and shall be visible and accessible from the property frontage, or other right-of-way or Maintenance Easement at point of connection to the public sewer. All temporary wet storage wells serving grinder pump installations which are connected to the public sewer shall be equipped with level alarm activated automated pumping systems.

5.6 COSTS OF AUTHORITY MAINTENANCE: If a grinder pump is damaged, as determined by Authority, as a result of Owner's failure to comply with the recommendations for proper maintenance or use of the pump, the costs of repair shall be the Owner's responsibility. Such costs shall be billed and payable in accordance with these Rules. The Authority shall be entitled to a Municipal Claim, to be perfected as set forth hereinbelow, for Owner's failure to pay the costs incurred in repairing the pump.

5.7 COMPLIANCE WITH MAINTENANCE / USE RECOMMENDATIONS: Owner shall comply with all use and maintenance requirements or recommendations with respect to the grinder pump system.

ARTICLE VI

METERS

6.1 METERING CONTRACT: The Authority may permit, prior to approval of Service, a metered connection under the following conditions:

1. The use is a commercial or industrial customer
2. As deemed necessary by the Authority

The Authority, being responsible for funding, operation, maintenance, and administration costs of the sewer system, is responsible to fix, charge, and collect sewer rentals, charges, and other fees from users. For the purpose of determining the amount of sewer rental or other fee payable to the Authority, STSWA may allow for a customer to maintain a meter at the property for service. In some cases, the volume of water used by the customer shall be the criteria for billing purposes and shall be determined (1) from meters installed and maintained by the Water Company; or (2) from meters approved by the Authority and installed and maintained by the User; or (3) when in the opinion of the Authority it is not practical to make such determination in any other manner, from estimates or measurements made by the Authority which estimates or measurements shall be final.

6.2 COMMERCIAL/INDUSTRIAL USERS: Metered Service may be made available to all commercial and industrial customers who maintain a connection to the central sewer system.

6.3 METER SPECIFICATIONS:

1. Domestic Water Metering
 - a. Commercial – Positive Displacement, Turbine, or Spool Type Magnetic Meters
 - b. Industrial - Positive Displacement, Turbine, or Spool Type Magnetic Meters
2. Sanitary Sewer Effluent Metering
 - a. Commercial – Parshall’s Flume with Ultrasonic Level Sensing, or Spool Type Magnetic Meters for pump applications
 - b. Industrial - Parshall’s Flume with Ultrasonic Level Sensing, or Spool Type Magnetic Meters for pump applications
3. Software – Shall have the ability to read flow measurements directly on device, and remotely. Remote read shall be compatible with Authority’s receiving device.
4. Location(s) – Domestic water meters shall be placed immediately upon waterline’s entrance into dwelling or building and prior to any fixture. Sanitary sewer effluent meters shall be placed in manholes or defined metering vaults prior to connection to the sanitary system.

6.4 METER ACCESSIBILITY: Authority shall have the right to access meter(s) from time to time for the purposes of reading, inspecting, calibrating, and/or conducting of regular maintenance activities as necessary. Access rights hereunder shall be self-executing, however, the Municipal Authority, its agents and employees are authorized to secure a warrant authorizing and requiring access for the purposes set forth herein.

6.5 READING AND RECORDING METERS: For the purpose of determining the amount of sewer rental or other fee or charge payable, the Authority shall have access at all reasonable times to all properties served by the Sewer System and any meters used for establishing or determining sewer service charges. Meters may be accessed as often as monthly or as necessary to determine appropriate rental charges as determined by the Authority. All meter readings shall be conducted by the Authority and/or their designee.

6.6 METER CALIBRATION: All meters shall be calibrated every other year, from the date of installation. Calibration shall be completed by a contractor who, in the Authority's opinion, is qualified to provide meter calibrations. Calibration certificates shall be provided to the Authority by December 31st of the year of calibration. It is the User's responsibility to maintain the records which prove calibrations have been completed, in accordance with these regulations. In the event that the User is provided water service by a public or private water utility, the Authority shall have the right to extend the meter calibration frequency. If the User does not comply with the calibration requirements, Authority shall have the right to contract with a preferred calibration contractor, have a calibration completed, and bill the user for the services provided by said contractor and all administrative fees associated with the calibration.

ARTICLE VII

MAINTENANCE OF BUILDING SEWERS

7.1 RESPONSIBILITY FOR MAINTENANCE/GENERAL: The maintenance of Building Sewers shall be the obligation of the Owner or Customer. Further, in the event the Authority determines that the Owner or Customer was responsible for causing blockage in an area which would ordinarily be the responsibility of the Authority by placing inappropriate material into the Building Sewer, the Authority reserves the right to require reimbursement from the Owner for all costs incurred, including labor, as well as any damages resulting therefrom.

7.2 REPLACEMENT OF BUILDING SEWER: In the event it becomes necessary to replace a Building Sewer, the Owner or Customer shall notify the Authority, 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.

ARTICLE VIII

NEW SERVICE SEWER MAIN EXTENSIONS

8.1 GENERAL: The extension of sewer mains to and from, or connected to, the Sewer System of the Authority 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 Authority and shall be dedicated to and become property of the Authority after inspection and acceptance by the Authority within the Service Area.

8.2 WHEN EXTENSION IS REQUIRED: A Main extension shall be required by the Authority in all or any one of the following instances:

1. 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 Authority.
2. 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 Authority.
3. 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.
4. Such other similar instances as the Authority may determine.

8.3 MINIMUM LENGTH OF SEWER MAIN EXTENSION / PUMPING STATIONS: 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 Authority. Sewer collection mains in existing Authority 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 Authority 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 Authority may waive this provision regarding spur roads in whole or in part, but only by Board action taken at a regular or specially convened meeting of the Authority.

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.

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 Authority, the developer shall be responsible for the planning and construction of such pumping station. If the proposed pump station will service multiple separate Customers, the Authority will consider the pumping station for dedication to the Authority. The plans of such pumping facilities shall be subject to the review and prior approval of the Authority and its Engineers. Upon the satisfactory completion of such facilities, and if the Authority is willing to accept the pumping station for dedication, such pumping facilities shall be offered for dedication in accordance with the provisions of this Article VIII. 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.

No new low pressure sewer systems requiring installation of grinder pumps for a Premises being subdivided into multiple lots will be permitted to connect to the Authority's Sewer System without express review and approval by the Authority.

8.4 APPLICATION FOR EXTENSION: A written application must be submitted to the Authority 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 Authority to review and approve the plans.

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

8.5 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 Authority approval, and shall comply with the following conditions:

A. Plans and specifications for extensions and additions to the Sewer System of the

Authority 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 Authority Engineer and for approval of the Authority. No construction of any sewer main intended to be connected to the Sewer System of the Authority shall be undertaken until such plans and specifications are approved by Authority and a permit is issued by the Pennsylvania Department of Environmental Protection, when required.

B. All extensions shall be located in dedicated streets or within rights-of-way dedicated for public use. Where required sewer line easements (Easement) have not been recorded, the Authority shall be provided with a written Easement suitable for recording. The Easement shall be a minimum width of 30 feet and to the extent possible, the Easement shall be uniform in shape, and parallel to property lines with the sewer line placed in the middle area of the right-of-way. The entire post-construction Easement shall be accessible for maintenance. The Easement document shall be accompanied by individual legal descriptions and plots for each lot on which the Easement is located, as well as an overall easement location plan for the entire project. Such descriptions and plots shall be in a form acceptable to the Authority.

C. All extensions shall be designed in such a manner as will permit future extensions thereof with the dedication of the Easement, whenever applicable, providing for further extensions.

D. All sewer lines shall be constructed in complete accordance with the Authority's standards and specifications, as established, from time to time, by the Authority's Engineers, and in accordance with applicable federal, state and local statutes, ordinances and regulations. The standards and specifications established in Appendix C of these Rules and Regulations; however, the Authority reserves the right to revise these standards and specifications, so any Owner/Developer shall verify the standards and specifications with the Authority Consulting Engineer prior to commencing construction.

E. The Owner/Developer and its Contractor, where applicable, shall be required to provide the Authority 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 Authority.

F. The Owner's Contractor shall provide the Authority with certificates of insurance in the amounts specified by the Authority.

G. All work shall be inspected on a full-time basis by the Authority's representative, the Owner to be responsible for the payment of all inspection costs.

H. The Owner shall be responsible for all Authority costs incurred in connecting to existing Authority facilities, including engineering costs and legal fees incurred by the Authority with respect to the proposed extension.

I. Prior to acceptance of completed facilities, the Owner shall furnish the Authority with an Eighteen (18)-month maintenance bond in accordance with applicable law.

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

8.7 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 Authority to be subject to no cost. The Authority 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 this Authority based on Service Area conditions.
- C. The cost of connections to the existing main lines, including all costs incurred by the Authority.
- 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 Easements.
- F. The cost of all inspections.
- G. The cost of all governmental permits and inspections.
- H. All legal, engineering, administrative, and overhead costs.
- I. All costs incurred by the Authority pertaining in any way to the proposed extension or installation, including, but not limited to, all of the foregoing including the dedication of the equipment and the grant of any Easement.

8.8 PAYMENT OF COSTS: The Owner shall deposit with the Authority, prior to the execution of any work, a sum of money sufficient to pay all of the Authority's estimated costs associated with the proposed extension, including engineering, legal, and administrative costs, as determined by the Authority in its reasonable discretion, the deposit to be made upon the execution of an Agreement between the Authority and the Owner. The amount of deposit shall be determined by the Authority 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 Authority, the

Authority may demand additional deposits from time to time in its sole discretion.

8.9 AGREEMENT: The Owner shall enter into an Agreement with the Authority, 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 Authority as established by the Authority Engineer.
- C. The Streets in which the extension is to be located must 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, an Easement shall be dedicated to the Authority for its use and benefit, in a form acceptable to the Authority.
- D. The Ownership title to all installations shall be conveyed to and vested in the Authority, when approved by the Authority.
- 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 Authority. The Owner shall be responsible for maintaining cash security, on deposit with the Authority or under a letter of credit acceptable in form and substance to the Authority 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 Authority 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.
- G. The payment of refunds to the Applicant for additional new Customers connecting by way of a Lateral to the extension to be subject to such conditions as set forth in the Agreement, and to limiting number of years for the payment of refunds. No refunds are to be made unless the collection part of the tapping fee is received from other the new Customers for the privilege of obtaining direct Service from the extension, through a service line connection or sewer lateral. There is no refund for new Customers connecting to subsequent extensions of initial the extension.
- H. Such other related requirements. A sample form of the Agreement is set forth in Appendix D of these Rules and Regulations.

8.10 INSTALLATION SPECIFICATIONS: All sewer lines shall be installed in accordance with the Authority's Standard Construction Specifications attached as Appendix C which may be amended by the Authority from time to time.

ARTICLE IX

PROHIBITED WASTES & DISCHARGES

9.1 PROHIBITED WATER DISCHARGE: No person 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.

9.2 PROHIBITED WASTEWATERS AND INDUSTRIAL WASTE DISCHARGES: No Person will discharge or cause to be discharged into the sewage collection system any industrial waste or commercial process water without first obtaining the permission of the THE AUTHORITY's Board to do so. 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.

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. Any liquid or vapor having a temperature higher than 104 degrees Fahrenheit or heat in amounts that will inhibit biological activity within the Sewer System resulting in interference;
- B. Any water or waste containing more than 100 mg/l of fats, tar, oil and/or grease;
- C. Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a discharge at a flow rate and/or pollutant concentration which will cause interference with any sewage treatment process;
- D. Any trucked or hauled pollutants, except if approved by the Authority and only at discharge points designated by the Authority;
- E. Any substance which may cause the treatment process effluent or any product of the treatment plant (WWTP) such as residues, sludges, or scums to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case, shall a substance discharged to the WWTP cause the WWTP to be in non-compliance with sludge use or disposal criteria, guidelines, or regulations developed under Section 405 of the Act; any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or State criteria applicable to the sludge management method being used;
- F. 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. 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, ethylbenzene, toluene, xylene, ethers, bromates, carbides, hydrides, sulfides, paint, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, and any other substances which the Authority, the Commonwealth or the EPA has notified the Customer is a fire hazard or found to be detrimental to the treatment process;

Any pollutants with a closed cup flashpoint of less than 140 degrees Fahrenheit;

G. 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;

H. 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;

I. 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: grease, garbage with particles greater than one-half inch (1/2") in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, feathers, entrails, whole blood, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rages, spent hop, 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;

J. Having a chlorine demand in excess of 12 mg/l at a detention time of 20 minutes;

K. Any water or waste having a pH (as determined by this Authority) 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;

L. 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);

M. Any pollutant which causes pass through or interference;

N. Any wastewater containing toxic pollutants in sufficient quantity either singly or by interaction with other pollutants, or injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the POTW, or to exceed the limitation set forth in a Categorical Pretreatment Standard. A toxic pollutant shall include, but not be limited to any pollutant identified pursuant to Section 307 (a) of the Act;

Upon the promulgation of the Federal Categorical Pretreatment Standards for a particular industrial subcategory, the Federal Standard, if more stringent than limitations imposed under this regulation for sources in that subcategory, shall immediately supersede the limitations imposed under this regulation. The Authority shall notify all affected Users of the applicable reporting requirements under 40 C.F.R., Section 402.12;

O. Containing any substance that will pass through the treatment works and exceed the maximum permitted levels for such substance under the requirements of the Commonwealth or other governmental agencies; or in other words, Any substance which will cause the POTW to violate its NPDES and/or State Disposal System Permit or the receiving water quality standards;

P. Containing wastes that are not amenable to biological treatment or reduction in existing treatment facilities, specifically non-biodegradable complex carbon compounds;

Q. having an instantaneous slug flow greater than five percent (5%) of the average daily sewage flow at the Sewer System treatment plant; in no case shall a slug load have a flow rate or contain concentration or qualities of pollutants that exceed for any time period longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration, quantities, or flow during normal operation;

R. Any water or waste containing total solids of such character and quantity that special or unusual attention or expense shall be required to handle it for wastewater treatment processes at the wastewater treatment plant;

S. Any wastewater containing an excess of 10 mg/l of total phosphorus (TP) unless approved by the Authority's Board under separate agreement, which shall require the payment of a surcharge by Customer. However, no total phosphorus (TP) discharges shall exceed 25 mg/l under any circumstances;

T. Any wastewater containing radioactive wastes, radioactive substances and/or isotopes; of such half-life or concentration as may exceed the limits set forth by the Authority in compliance with applicable State or Federal regulations;

U. Any wastewater containing a chemical oxygen demand (COD) in excess of 450 mg/l;

V. Any wastewater volume (quantity) which will have a detrimental effect on the collection system, pumps, or treatment unit;

W. Any wastewater with objectionable color not removed in the treatment process, such as, but no limited to, dye wastes and vegetable tanning solutions;

X. Any substance prohibited by any permit issued by the Commonwealth of Pennsylvania; or

Y. Any other substance prohibited by or waste with a concentration of pollutant which is set forth in the LRBSA's agreement with STSWA.

9.3 PERMITS MAY BE REQUIRED: Under no circumstances shall any Person discharge or cause to be discharged into the Sewer System any of the substances prohibited by Article IX above, without first securing written permission to do so from the Authority.

9.4 INSPECTION OF DISCHARGES AUTHORIZED BY PERMIT: Whenever a Person is authorized by the Authority and the appropriate governmental agencies to discharge any polluted water, Sanitary Sewage or Industrial Waste containing any of the substances or possessing any of the characteristics referred to in [Article IX](#) such discharge shall be subject to the continuing approval, inspection and review of the Authority. If, in the opinion of the Authority, such discharges are causing or will cause damage to the Sewer System, the Authority shall order the Person causing such discharge to cease doing so forthwith, or to take other appropriate action, including requesting that the Townships exercise the remedies provided in the Connection Ordinances, to eliminate the harmful discharge.

9.5 SPECIAL AGREEMENTS: Nothing contained herein shall be construed as prohibiting any special agreement or arrangement between the Authority and/or LRBSA and the Owner of an Improved Property allowing Industrial Wastes of unusual strength or character to be admitted into the Sewer System.

9.6 DILUTION OF PROHIBITED WASTE: 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 Authority or Commonwealth. (Comment: Dilution may be acceptable means of complying with some of the prohibitions as set forth in this Article and approved, e.g., the pH prohibition. Such practices must receive written approval from the Authority’s Board).

9.7 SAMPLING AND TESTING: 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 Authority as frequently as may be deemed necessary.

Basic testing normally associated with periodic monitoring shall be performed by representatives of the Scott Township Sewer & Water Authority; 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.

9.8 VIOLATIONS: In the event that it is determined by the Authority that a property owner has discharged, or caused to be discharged, any of the Prohibited Wastes as outlined in this Article of these Rules & Regulations, such property owner shall be deemed in violation of these Rules and shall be assessed a penalty. For a first offense involving the discharge of stormwater only, the penalty shall be assessed in the next billing period following the discovery of the violation and shall be based upon an amount of up to 200% of the monthly sewer rental rate billed to said property, to be determined by the Authority in its sole discretion, plus any damages to the Authority's system based upon the amount of stormwater which could have been generated by the offending property over the previous twelve (12) months, and determined solely by the Authority. For repeat offenders, including first offenders listed above who have not eliminated the stormwater discharge within seven (7) days of being discovered, and for anyone violating the provisions involving other prohibited wastes, the penalty shall be assessed in the next monthly billing period following the discovery of the violation and shall be based upon the amount and nature of the discharge and the amount of previous violations said penalty not to exceed an amount equal to 300% of the monthly sewer rental rate billed to said property, to be determined by the Authority in its sole discretion, plus any damages to the Authority's system which may have been caused by the offending property over the previous twelve (12) months, as determined solely by the Authority. An additional penalty shall be assessed for each month that the property remains in violation, until such time as the violation has been corrected. These penalty assessments shall be in addition to the regular rate charged the property. This special assessment shall be charged to offset the costs incurred by the Authority as a result of the illegal discharge or the failure to report, including costs of discovery and correction to problems caused to the system. Nothing herein is intended to prevent the Authority from bringing additional legal action for damages to the system as a result of any illegal discharge of Prohibited Waste.

ARTICLE X

ADMISSION OF INDUSTRIAL WASTES INTO SEWER SYSTEM

10.1 GENERAL PROHIBITION OF INDUSTRIAL WASTE DISCHARGE: No Person shall discharge or cause to be discharged into the Sewer System any Industrial Wastes without prior application for and receipt of a written permit from the Authority and LRBSA.

10.2 INDUSTRIAL PERMIT APPLICATIONS: Any Person desiring to make or use a connection through which Industrial Wastes shall be discharged into the Sewer System shall file with the Authority and LRBSA a completed "**Industrial Wastes Questionnaire**", furnished by the Authority. The cost of obtaining all such data shall be borne by the Person desiring to make or use the connection to the Sewer System.

Industrial users, regardless of Federal Category, shall be bound by and must follow all requirements of the LRBSA/STSWA's agreement.

10.3 INDUSTRIAL PERMIT FEES: Any Owner required to obtain an Industrial permit is responsible to remit fees as outlined in Section 3 of the LRBSA/STSWA Agreement and fees to STSWA as defined Fee Schedule.

ARTICLE XI

CHARGES AND FEES

11.1 IMPOSITION OF FEES: This Authority hereby does impose fees against Owners who desire to or are required to connect to the Authority'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 Authority agree.

11.2 TYPES OF FEES: The fees charged by the Authority may include charges for connection to the System including Connection Fees, Consumer Facilities Fees and Tapping Fees and such other fees as may be authorized 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 and adopted by the Authority. A Rate Schedule of Fees is set forth in Appendix C of these Rules and Regulations.

11.3 CALCULATION OF FEES: All such fees payable by the Owner shall be calculated by multiplying the amounts of the various fees times the number of Billing Units assigned for the property's use, or by calculation of user charges based on metering or by estimated rate per [Article 11.8](#). The Authority, in its sole discretion, shall determine the appropriate number of Equivalent Dwelling Units to be assigned to a particular property, taking into consideration data supplied by the Owner, all Department of Environmental Protection Regulations, Industry reference publications and their own experience.

11.4 PAYMENT OF FEES: All fees for connection to the system shall be due and payable by the Owner at the time application is made for a Permit to connect to the System unless payment previously was made by the Owner or a prior Owner for the Property. In event that fees are delinquent, Owner shall be liable for interest on unpaid debt at a rate established by the Authority in accordance with law.

11.5 COLLECTION: All charges and fees shall be collected in the manner of a Municipal Lien filed against the Property or by any other process authorized by law by the Authority, together with any costs of collection, including reasonable attorney fees.

11.6 USER CHARGES. User Charges for access to and use of the Sewer System are hereby imposed upon the Owner of each Property, Premises, or Connection Unit that has been or should have been connected to the System, for use of the Sewer System, whether such use is direct or indirect, and for services rendered by the Authority in connection therewith and includes the reservation of capacity in the System for the benefit of the Owner, and shall be payable as provided herein.

11.7 ACCRUAL OF USER CHARGES: User Charges shall be collected from the Owner of each Property commencing the earlier of: (1) the date of actual, physical connection of the Property to the Sewer System, or (2) Sixty (60) days from the date indicated on the notice to connect which may be delivered to the Owner.

11.8 CALCULATION OF USER CHARGES: Charges for service applicable to any Property, Premises, or Connection Unit constituting a Residential Establishment, a Commercial Establishment, an Educational Establishment, an Industrial Establishment, an Institutional Establishment or any combination thereof, shall be calculated, imposed and collected on the basis of one of the following methods, in the sole discretion of the Authority:

11.8.A Flat Rate Basis: Each Property billed on a flat rate basis shall be charged based on the number of Billing Units represented by the Property using a specific charge per EDU applicable to such Property, which specific amount shall be determined, from time to time, by the Authority. If the use or classification of any Improved Property changes during a billing period, the User Charge shall be prorated by the Authority. The appropriate credit or charge shall appear on the statement for the next succeeding billing period. The annual Flat Rate User Charge payable per Billing Unit shall be determined by Resolution of the Authority from time to time and reflected in the Rate Schedule.

11.8.B Metered Rate Basis: User Charges for any Property, in the discretion of the Authority, may be determined on a Metered Rate Basis calculated according to:

(1) Metered volume of potable water usage by the Improved Property, adjusted, if appropriate, by the Authority, or

(2) Actual metered volume of wastewater discharged by the Improved Property into the Sewer System.

In either of the foregoing cases, such User Charges shall be computed in accordance with the metered rate as established by Resolution of the Authority from time to time.

11.8.C Estimated Rate Basis: User Charges may be based upon the Authority's estimate of potable water consumed by any Improved Property per billing period and billed in accordance with the Metered Rate Schedule adopted by Resolution of the Authority from time to time.

11.9 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 11.8](#) of these Rules and Regulations.

11.10 VOLUME AND COMPOSITION SURCHARGES:

The Owner of any Improved Property which shall discharge Sanitary Sewage and/or Industrial Wastes into the Sewer System of a volume greater than 200 gallons per day (gpd) as determined or reasonably estimated by the Authority shall pay a volume surcharge for each gpd above 200 gpd.

The Owner of any Improved Property which shall discharge Sanitary Sewage and/or Industrial Wastes to the Sewer System having a B.O.D. greater than 250 mg/l, a Suspended Solids content greater than 250 mg/l, a Total Phosphorus as P content greater than 10 mg/l, an ammonia nitrogen as N content greater than 25 mg/l and a fats, oils and grease concentration greater than 100 mg/l shall pay a strength of waste surcharge, in addition to applicable volume charges, according to the following formulas:

Surcharges will be calculated independently on a case-by-case basis on the duration & degree of severity of the discharge, the actual cost to remedy and/or treat the discharge and shall be assessed separately. Any negative values will be disregarded and may be applied as per the following for wastewater discharges having flows above the limits as listed above:

$$\text{Quarterly Surcharge} = R \times [Q - (\text{EDU's} \times 200 \times 90)] / 1000$$

Whereas: Q = Actual Metered flow for the quarter

R = Current surcharge rate per 1000 gallons as determined by the Authority

EDU's = Number of EDU's assessed to the Customer for quarterly Billing

200 = Normally assessed wastewater flow per EDU

90 = Number of days in a quarter

Surcharges may be applied as per the following for wastewater discharges having concentrations above the limits as listed above.

BOD:

$$\text{Quarterly Surcharge} = 0.00834 Q1 (\text{BOD}-250)A$$

Suspended Solids:

$$\text{Quarterly Surcharge} = 0.00834 Q1 (\text{SS} - 250)B$$

Ammonia Nitrogen:

$$\text{Quarterly Surcharge} = 0.00834 Q1 (\text{NH}_3\text{N} - 25)C$$

Total Phosphorus:

Quarterly Surcharge = 0.00834 Q1 (TP - 10)D

Fats, Oils and Grease:

Quarterly Surcharge = 0.00834 Q1 [C_{o&g} (O&G -100)]E

Whereas: Q1 = Quarterly flow in MGD as discharged by the Industry.

BOD = Biochemical Oxygen Demand (5 day) in mg/l.

C_{o&g} = ¹Unit charge for oil and grease concentrations in excess of 100 mg/l:

Quarterly Surcharge = 0.00834 Q1 (BOD-250)"A"

A = Represents the operations, maintenance, capital and treatment costs incurred per thousand pounds of BOD treated at the wastewater treatment facility.

B = Represents the operation, maintenance, capital and treatment costs incurred per thousand pounds of Suspended Solids treated at the wastewater treatment facility.

C = Represents the operation, maintenance, capital and treatment costs incurred per thousand pounds of Ammonia Nitrate treated at the wastewater treatment facility.

D = Represents the operation, maintenance, capital and treatment costs incurred per thousand pounds of Total Phosphorus treated at the wastewater treatment facility.

E = Represents the operation, maintenance, capital and treatment costs incurred per thousand pounds of C_{o&g} treated at the wastewater treatment facility.

Surcharges shall be paid in addition to all User Charges computed in accordance with provisions of this Article XI. The strength of Sanitary Sewage and/or Industrial Wastes to be used for establishing the amount of surcharge shall be determined periodically at the discretion of the Authority either: (1) by suitable sampling and analysis of such wastes for a consecutive three (3)-day period during a time of normal plant operation; or (2) from estimates made by the Authority; or (3) from known relationships of products produced to strengths of such wastes for those industries where such factors have been established. In establishing such waste strengths for surcharge purposes by analysis, analyses shall be made in accordance with procedures outlines in the latest edition of "Standard Methods for the Examination of Water and Wastewater" published by the American Public Health Association, Inc.

11.11 OWNER SUPPLIED INFORMATION: The Owner of any Improved Property discharging Sanitary Sewage and/or Industrial Wastes into the Sewer

¹ Unit charges for oil and grease in excess of 100 mg/l shall then be the then-current surcharges set forth in the Authority's Rate Schedule.

System shall furnish to the Authority, including by way of the application for Sewer Permit described in [Article 4.3](#), all information deemed essential or appropriate by the Authority 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.

Upon failure of the Owner to provide adequate information, the Authority 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.

11.12 SPECIAL AGREEMENTS PERMISSIBLE: Nothing herein contained shall be deemed to prohibit the Authority from entering into separate or special agreements with Owners of Improved 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 Authority, in its sole discretion, to be inequitable, or that it is in the best interest of this Authority to do so.

11.13 BILLING PERIOD: User Charges and surcharges, as applicable, shall be payable in accordance with the Authority's current rate schedule - see Appendix C, and shall cover the billing period consisting of the immediately preceding calendar billing period.

11.14 WAIVER OF CHARGES ONLY BY BOARD: No officer or employee of the Township or Authority is authorized to reduce, vary or exempt charges imposed herein or other provisions of these Rules without official action by the Board of this Authority.

The Authority shall promptly notify the Township of the failure or refusal of any Owner to connect to the System and request enforcement of the Connection Ordinance.

ARTICLE XII

BILLS, PAYMENT AND TERMINATION OF SERVICE

12.1 PLACE AND TIME OF PAYMENT: Payments of User Charges shall be due and payable upon the applicable billing date, at the office of the Secretary of the Authority, in the appropriate amount, computed in accordance with this 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.

12.2 DURATION OF OWNER'S LIABILITY: Every Owner of Improved Property shall remain liable for the payment of User Charges until the later of: (1) the receipt by the Authority of written notice by such Owner that the property has been sold, containing the correct name and mailing address of the new Owner, or (2) the date on which title to the Improved Property is transferred to a new Owner. Failure to provide notice renders an Owner continuously liable for any charges that may accrue until such time as the Authority has been properly notified of any change in Ownership as outlined above.

12.3 BASIS FOR PREPARATION OF BILLS: All bills for services furnished by the Authority will be based on the Rate Schedule of the Authority 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 Authority.

12.4 OWNER LIABLE FOR BILL: The Owner of every premise shall be liable for the payment of all bills as rendered.

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

12.6 BILLING AND COLLECTION OF FEES/SEWER RENTS/USER CHARGES/ RESERVATION OF CAPACITY FEES, AND PENALTIES AND INTEREST ACCRUING ON DELINQUENT ACCOUNTS, AND COSTS, AND FEES INCURRED RELATIVE THERETO:

A. All bills for fees/sewer rents/user charges / reservation of capacity fees (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 shall 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, any turn-off and turn-on charges specified herein, are paid in full or arrangements satisfactory to the Authority are made for such payment in full.

C. The Authority 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 Authority shall not be responsible for said Owner's(s') acceptance or receipt thereof. Every Owner of any property which is connected to the Authority's Sewer System initially shall provide the Authority with and thereafter shall keep the Authority 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 Authority in payment of any bill due unto the Authority 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 or closed accounts shall bear an additional penalty of Twenty-Five Dollars (\$25.00), or as amended from time to time by the Authority.

E. Sewer charges imposed by the Authority shall be payable in accordance with the current Rate Schedule. All bills with respect to sewer rentals and charges shall be rendered 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 Authority within thirty (30) calendar days after the billing date, interest and 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 Authority, at the rate of One and one-half percent (1 ½%) per month, or fraction thereof, compounded until paid in full and received by the Authority.

G. If sewer rentals or charges are not paid unto and received by the Authority within

thirty (30) calendar days after the billing date, a written reminder of nonpayment shall 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 Authority 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 Authority’s Sewer System.

I. Partial payment for sewer rents shall be accepted only upon the advance, written approval of the Authority. Provided, however, that even if the Authority 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 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.

L. The following Policy and Procedure shall apply to the collection of delinquent sewer accounts that are not paid in full and received by the Authority within the time period set forth in the delinquent account notice specified in subparagraph **(g)** hereinabove and municipal claims/liens filed in connection therewith:

(1) If the subject delinquent sewer account is not paid in full within the time limit specified in the delinquent account notice, the Authority Office shall promptly forward the delinquent account to the Authority Solicitor for the filing and Service forthwith of a Municipal Claim/Lien; and

(2) If the subject delinquent sewer account is not paid in full within thirty (30) days after the entry for judgment by the District Magistrate, the Municipal Claim/Lien, the Authority shall forthwith file and serve the Writ of Scire Facias and reduce the claim/lien to judgment in accordance with law; and

(3) 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.

(4) 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 Authority Solicitor shall forthwith cause a Writ of Execution to be issued and thereafter proceed with the judicial sale of the subject property(ies)/Premises.

(5) Continuing direction and authority is hereby given and granted to the Authority Office and Authority 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.

(6) The Authority reserves unto itself the right to terminate sewer service for nonpayment of any sewer bills, fees, charges or other sums due to the Authority. Termination of sewer service shall be governed by these Rules, applicable law [in accordance with the provisions of the "General Municipal Law", 53 P. S. §2261., as amended, relative to Owner-occupied Premises], and rules of court of the Commonwealth of Pennsylvania and such termination shall be done by terminating water service to property.

(7) The Authority reserves unto itself the right to terminate sewer Service for nonpayment of any sewer bills, fees, charges or other sums due to the Authority. Termination of sewer Service shall be governed by these Rules, applicable law and rules of court of the Commonwealth of Pennsylvania.

ARTICLE XIII

HAZARDOUS DISCHARGES NECESSITATING AN EMERGENCY RESPONSE, INCLUDING TEMPORARY TERMINATION OF SERVICE

13.1 TEMPORARY TERMINATION OF PERMIT: The permit for wastewater conveyance and treatment service may be temporarily terminated when such termination is necessary, in the opinion of the Authority or LRBSA, 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 LRBSA's NPDES permit.

13.2 AUTHORITY TO ACT: If, in the opinion of the Authority, the exigency of the situation requires immediate action, the Authority shall take such steps as deemed necessary, including immediate severance of the sewer connection, without giving the user prior notice. Where applicable, however, Authority shall make reasonable attempts to promptly notify the Customer, 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 Authority shall either place in the mail or personally deliver to the Customer a notice of the termination or other action taken.

13.3 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, the Authority 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 individual(s).

13.4 DURATION OF SUSPENSION: Any suspension shall continue until such time as, in the opinion of the Authority and or LRBSA, the suspension is no longer necessary.

13.5 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 the Authority within five (5) business days of the date of occurrence.

13.6 CUSTOMER'S RIGHT TO CONFERENCE: Any Customer aggrieved by a temporary termination shall have the right to an informal conference with the person who ordered the temporary termination. Such conference shall be held within 48 hours of the receipt of the written request.

13.7 CUSTOMER RIGHTS: The Customer shall be afforded all of the rights of a party under the Local Agency Law, 2 Pa. C.S.A. 551-555, 751-754.

ARTICLE XIV

MISCELLANEOUS

14.1 ACCESS FOR INSPECTION: The Authority 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 Authority.

14.2 POWER TO EXCAVATE: The Authority shall have the power to make such excavations as are required for the proper execution of the work.

14.3 INTERFERENCE WITH AUTHORITY'S PROPERTY: For all Property, Premises, or Connection Unit connect to the System, no workman, Owner, tenant or other unauthorized Person shall manipulate or attempt any repairs to the system or otherwise interfere with the Authority's property. For unauthorized work on Authority property, the Person owning the Premises shall be required to pay the fee in effect and any costs required in connection with damage to these facilities.

14.4 NO ABATEMENT OF SEWER RENTALS OR CHARGES: There shall be no abatement of fees/ charges/sewer rentals / or service charges imposed by these Rules unless the Property with respect to which abatement is requested shall have been physically disconnected from the Sewer System in a manner satisfactory to the Authority. It is intended by this Article to prohibit any abatement of sewer rentals or charges for any period during which a Property connected to the Sewer System shall have been vacant or unoccupied unless the Authority has been previously notified and the Property is physically disconnected.

14.5 ONLY RULES BINDING: No agent or employee of the Authority shall have authority to bind it by any promise, agreement or representation not provided for in these Rules without approval of the Authority Board.

14.6 SERVICE OF NOTICES: All notices and bills relating to the Authority 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 Authority. Failure on the part of the Customer to receive a notice or a bill following proper service by the Authority shall not excuse the Customer for payment of all amounts due, including penalties for late payment.

The Authority 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 Authority 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 Authority.

14.7 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 Authority.

14.8 MISCELLANEOUS WORK AND SERVICE FURNISHED BY THE AUTHORITY: Unless otherwise prohibited by Regulatory Agency's written direction or the Authority's operating permits, the cost of repair and/or restoration of Authority facilities damaged due to the actions of others shall be paid for by those responsible therefore. All bills for such work and Services furnished by the Authority shall be rendered by the Authority 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 Authority, if necessary, will take appropriate legal action, including the filing and enforcement of Municipal Claims as set forth in [Article XII](#) of these Rules, to recover all monies due if payment is not made to the Authority.

14.9 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 attorney's fees adopted by Resolution of the Authority 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.

14.10 CONDITIONAL WAIVERS OF SERVICE: The Authority asserts its primary right to provide sewer Service in its Sewer Area comprising Scott Township Sewer & Water Authority, Lackawanna County, PA and other municipalities hereinafter designated. Notwithstanding the Authority's primary right to provide such Service, the Authority may, upon written consent by the Authority after consideration by the Board, waive its right to provide Service in order to permit an applicant to receive Service from another sewer service provider. The tender of such waiver shall provide that in the event adequate service capabilities are installed by or for the benefit of the Authority in the future, upon written notice, that applicant will switch its sewer service (as the case may be) to Service by the Authority within ninety (90) days of such notice. Any applicant seeking such a waiver shall agree in writing to these terms and provisions as a condition of such a waiver being granted by the Authority.

14.11 ENFORCEMENT: 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. With respect to violations of Article IX, Prohibited Wastes, the Authority shall impose penalties as set forth in these Rules. In addition to the penalties provided herein, the Authority 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.

14.12 COPIES OF RULES: Copies of these Rules are available for review at the Authority’s office at all times during regular business hours and are available for purchase for \$15.00 per copy.

The Authority shall adopt, from time to time, such additional rules and regulations as it shall deem necessary and proper in connection with the use and operation of the Sewer System, which rules and regulations shall become and shall be construed as part of these Rules and Regulations.

In the event any provision, section, sentence, clause or part of these Rules and Regulations shall be held by any Court or Administrative tribunal of competent jurisdiction to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of these Rules and Regulations, it being the intent of the Authority that such remainder shall be and shall remain in full force and effect.

THESE RULES AND REGULATIONS are hereby adopted and approved on this ____th day of _____, 2024.

, Secretary

Jeffery Kovach, Chairman