

APPENDIX A

LACKAWANNA RIVER BASIN SEWER AUTHORITY AGREEMENT

COPY

**AGREEMENT FOR THE ACCEPTANCE, CONVEYANCE,
TREATMENT AND DISPOSAL OF WASTEWATER RECEIVED
FROM THE SCOTT TOWNSHIP SEWER AND WATER AUTHORITY
WASTEWATER COLLECTION SYSTEM AT THE LACKAWANNA
RIVER BASIN SEWER AUTHORITY WASTEWATER COLLECTION SYSTEM
AND WASTEWATER TREATMENT PLANT**

THIS AGREEMENT, made and entered into as of this 18TH day of MAY 2004

by and between.

THE LACKAWANNA RIVER BASIN SEWER AUTHORITY, a Municipal Authority organized and existing under the laws of the Commonwealth of Pennsylvania, situated in the County of Lackawanna, and the Commonwealth of Pennsylvania, having its office at Rear 145 Boulevard Avenue, Throop, Pennsylvania 18512, hereinafter referred to as "LRBSA",

AND

SCOTT TOWNSHIP SEWER AND WATER AUTHORITY, a Municipal Authority organized and existing under the laws of the Commonwealth of Pennsylvania, situated in the Township of Scott, County of Lackawanna, and Commonwealth of Pennsylvania, having its principal office at RD #1, Box 457, Olyphant, Lackawanna County, Pennsylvania 18447, hereinafter referred to as "STSWA",

AND

SCOTT TOWNSHIP, a political subdivision, organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at RD #1, Box 457, Olyphant Lackawanna County, Pennsylvania, 18447, hereinafter referred to as "Scott Township".

WITNESSETH

WHEREAS, the LRBSA is a Municipal Authority with its offices located in the Borough of Throop, and

WHEREAS Scott Township is a duly authorized political subdivision, and

WHEREAS STSWA is a Municipal Authority incorporated under the Municipalities Authorities Act of 1945, and

WHEREAS, LRBSA is the owner of certain wastewater conveyance sewers and wastewater treatment plant ("LRBSA") and operates such system under agreement with its member municipalities, and

WHEREAS, the LRBSA operates and maintains conveyance lines and a treatment plant and has certain inter-municipal agreements with Municipalities outside of the designated LRBSA service territory, and

WHEREAS, STSWA, in cooperation with Scott Township, is in the process of constructing and owning a Wastewater Collection System ("STSWA Sewer System") to serve a territory referred to as STSWA Sewer System upon the terms and conditions more fully set forth at length herein, and

WHEREAS, it is in the Scott Township residents' interest to provide for treatment of sanitary sewage from STSWA Sewer System at the LRBSA, and

WHEREAS, it is in the best interests of the residents and rate payers of the member Municipalities of the LRBSA to provide for treatment of sanitary sewerage emanating from the STSWA Sewer System at the LRBSA, and

WHEREAS, LRBSA is willing to accept sanitary sewage from STSWA's sewer system and provide wastewater conveyance and treatment upon the terms and conditions more fully set forth hereinafter below, and

WHEREAS STSWA and Scott Township hereby agree that STSWA and Scott Township shall endeavor to construct and maintain a conveyance line from the STSWA Sewer System to a point of connection referenced herein, connecting said lines to the LRBSA's Sewer System, and

WHEREAS, this Agreement is subject to, and contingent upon, approval by the Board of the LRBSA, (hereinafter referred to as "The Board") and the appropriate board of Scott Township, and

NOW, THEREFORE, in consideration of the following promises, covenants, terms and agreements and the mutuality thereof and each party, intending to be legally bound hereby, the parties agree as follows:

ARTICLE I – DEFINITIONS

SECTION 1.01. The following words, terms and phrases used in this Agreement shall have the meaning ascribed to them in this Section except where the context clearly indicates a different meaning.

Words, terms and phrases are as follows:

- (1) **ALLOWABLE INDUSTRIAL WASTE:** Any solid, liquid, or gaseous substance, water-born or form of energy ejected or escaping from any industrial manufacturing trade or business process or from the development, recovery or processing of natural resources, as distinct from sanitary sewage, which complies with all provisions of the LRBSA Discharge Resolution, dated March 13, 1984, or amendments or revisions thereto, and which is allowed to be discharged into the Sewer System by the LRBSA.
- (2) **BUILDING SEWER:** Shall mean that part of the main building or house drain or sewer line inside the walls of the building and extending through the walls to a point five (5) feet outside the wall and connecting to the service line or house connection
- (3) **DRAINAGE AREA:** The area planned to be served by the STSWA Sewer System as depicted on Exhibit "A" to this Agreement.
- (4) **EQUIVALENT DWELLING UNIT:** A measurement of flow for purposes of allocating or estimating capacity, and establishing billing costs. One EDU is equivalent to 265 gallons per day. The minimum EDU allocation is 1.0. EDU's shall be rounded to the next whole number.
- (5) **GROUNDWATER:** That water which is contained in or passing through the ground.
- (6) **SCOTT TOWNSHIP:** The Township of Scott, Lackawanna County, Pennsylvania, or its duly authorized representatives or agents.
- (7) **SCOTT TOWNSHIP SEWER DISTRICT:** A Municipal Sewer District currently under construction or about to be constructed, delineated and authorized by the Scott Township Sewer and Water Authority and the Township of Scott, said District is currently comprised of the Township of Scott.
- (8) **SCOTT TOWNSHIP SEWER SYSTEM:** All the facilities now or hereafter owned by the STSWA and now existing or hereafter to be constructed in the Township of Scott or by

Contract or Agreement outside the Township of Scott, if authorized by the LRBSA, for the collection, transportation, treatment and disposal of sanitary sewerage and acceptable industrial wastes.

(9) **NON-RESIDENTIAL ESTABLISHMENT:** Any establishment now or hereafter served by the sewer system other than a residential establishment.

(10) **RESIDENTIAL ESTABLISHMENT:** Any establishment used wholly or in part for residential purposes. In the case of multiple housing units (twins, apartments, duplex, condominiums, etc.) each segment shall be considered a residential establishment for purposes of EDU determination and billing.

(11) **SANITARY SEWAGE:** The normal water-carried household and toilet waste from any improved property excluding, however, the effluent from septic tanks or cesspools, rain, storm water and ground water, as well as roof or surface water, drainage or percolating or seeping waters, or accumulation thereof, whether underground or in cellars or basements.

(12) **SANITARY SEWER:** A sewer, which carries sewage and/or authorized Industrial wastes into which storm, surface, and ground waters are not intentionally admitted.

(13) **LRBSA SEWER DISTRICT:** A municipal sewer district existing and authorized by the County of Lackawanna, the LRBSA and its member municipalities. Said District is comprised of all or a portion of the following municipalities provided sewage conveyance, and treatment services by the LRBSA: Archbald Borough, Blakely Borough, Carbondale City, Carbondale Township, Dickson City Borough, Fell Township, Forest City Borough, Jermyn Borough, Jessup Borough, Mayfield Borough, Moosic Borough (excluding Montage Sewer District), Olyphant Borough, Throop Borough and Vandling Borough.

(14) **LRBSA SEWER SYSTEM:** All the facilities now or hereafter owned by the LRBSA and now existing or hereafter to be constructed by or for the collection, transportation, treatment and disposal of sanitary sewerage and acceptable industrial wastes.

(15) **SEWER:** A pipe or conduit carrying sanitary sewerage, or authorized industrial waste, including, but not limited to, mains, trunk lines, culverts, and laterals.

(16) **SEWER RATES:** Residential and nonresidential rates set by the Board of the LRBSA for the entire LRBSA Sewer System. The LRBSA retains control over rate making for the LRBSA Sewer

System. The residential rate, a fixed amount, shall be an annual amount per EDU. The LRBSA reserves the right to increase the rate by enacting a rate increase resolution.

(17) **STORM WATER:** Any flow occurring during or following any form of natural precipitation and resulting therefrom.

(18) **- USER** Any person or entity who contributes, causes or permits the contribution of wastewater into the sewer system, including persons or entities whose premises are connected to a sewer extension constructed by either a municipality, a municipal authority or private developer.

(19) **WASTEWATER** The liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, whether treated or untreated, which is/are contributed into or permitted to enter the sewer system, and meeting the guidelines of sanitary sewage.

ARTICLE II – STSWA SEWER SYSTEM, SERVICE AND TERMS & POINT OF CONNECTION

SECTION 2.01. The STSWA, in cooperation with Scott Township, agrees to construct and/or complete the construction of the STSWA Sewer System in accordance with Plans submitted to the LRBSA and to the Commonwealth of Pennsylvania and approved by the Pennsylvania Department of Environmental Protection.

Section 2.02. The STSWA agrees to continuously operate and maintain the STSWA Sewer System, and the STSWA agrees that the LRBSA shall have no obligation or responsibility with respect to said system and/or facilities.

Section 2.03 The parties agree that STSWA shall discharge wastewater to the LRBSA Sewer System for treatment and disposal at the point of connection indicated on the approved plans or at such additional point or points of connection as agreed upon by the parties.

Section 2.04 The LRBSA agrees that it will receive wastewater from the STSWA Sewer District, pursuant to provisions hereof, for conveyance, treatment, and disposal with the LRBSA Sewer System.

Section 2.05. The STSWA covenants and agrees that the LRBSA during the term hereof, shall be the sole and exclusive agency to provide wastewater treatment and disposal services to wastewater emanating from the STSWA Sewer System or the drainage area contemplated to be served by the STSWA Sewer System, (which drainage area is shown on Exhibit "A" hereto), pursuant to provisions hereof.

The provisions of this section 2.05, however, shall not prejudice the STSWA with respect to its rights to use of existing wastewater treatment facilities not owned or operated by the LRBSA, which are presently being utilized by the STSWA, if any, nor shall such covenant of exclusivity or non-competition be construed now or during the term hereof to the prejudice of STSWA should any governmental agency of the Commonwealth of Pennsylvania or the United States, including DEP or EPA, order a change of treatment flows or require the sharing of new treatment facilities with the municipality which is not a party herein.

The STSWA agrees to not permit the disposal or discharge of wastes to the STSWA Sewer System, which wastes emanated from activities outside of the drainage area without prior written approval by the LRBSA.

The STSWA shall be free to construct and/or acquire sewage facilities not connected to the LRBSA system, or to connect to sewer systems operated by other agencies or municipalities, in areas outside the drainage area described in Exhibit A attached hereto. Any such construction, acquisition or connection shall not be subject to the terms of this Agreement and shall not be in violation of the exclusivity provisions contained herein.

SECTION 2.06. The STSWA agrees that all wastewater emanating from the STSWA Sewer System and discharged to the LRBSA Sewer System for conveyance, treatment and disposal will be subject to the terms and provisions hereof.

SECTION 2.07. The LRBSA will accept into the LRBSA Sewer System for conveyance, treatment, and disposal, sewage meeting the standard set forth in Exhibit "B" attached hereto from the STSWA Sewer System under the terms and conditions as provided in Section 4.02 and Section 4.05 below. The LRBSA will treat and dispose of all such wastewater in accordance with sound engineering and industry standards and in accordance with all relevant requirements of governmental agencies and judicial authorities having jurisdiction in the matter.

Section 2.08. Except as provided herein, this Agreement shall begin on the date of Page 1 and shall continue in affect until such time that any one of the Parties cease to exist or are no longer empowered by charter to perform wastewater services. This Agreement may be extended by incorporation of a successor to one of the Parties only by mutual consent of all Parties. In the event of termination, the STSWA Sewer System must be completely withdrawn or disconnected from the LRBSA Sewer System and reconnected to another Sewer System at no cost to the LRBSA within five (5) years of termination period.

Notwithstanding the preceding paragraph, any party to this Agreement may unilaterally terminate this Agreement by tendering written notice of its intention to do so to all parties herein, provided, however, that the terminating party must first obtain written permission from the Department of Environmental Protection and/or the EPA. Upon the tendering and receipt of written notice of intention to terminate, then this Agreement and its respective provisions shall be terminated and declared null and void one (1) year after said notice of intention to terminate has been received by the respective parties.

SECTION 2.09. The connection point for the LRBSA Sewer System and the STSWA Sewer System will be that physical location where the actual STSWA Sewer System pipe known as the Route 107 conveyance line, in the public right-of-way, physically connects to the line and/or manhole of the LRBSA Sewer System at or near the intersection of Route 107 (Rushbrook Street) and Washington Avenue, Jermyn Borough as more clearly defined in the map attached hereto, and made a part hereof by reference and known as Exhibit "C."

SECTION 2.10. The parties hereto agree that no actual, physical connection between the STSWA Sewer System and the LRBSA Sewer System can be made prior to: (a) the approval of this Agreement by both the LRBSA, the STSWA and Scott Township, the Pennsylvania Department of Environmental Protection, and any and all affected municipalities; (b) the completion of the actual STSWA Sewer System; (c) inspection and approval of the completed STSWA Sewer System engineering and inspection reports by the duly appointed Engineer for the LRBSA.

SECTION 2.11 The STSWA agrees to pay the LRBSA a lump sum permit fee of \$250 per EDU payable to the LRBSA upon completion of the STSWA Sewer System and at a time prior to connecting to the LRBSA Sewer System and before any wastewater is released into the LRBSA Sewer System. It is

understood that said permit fee is to cover the 1,350 projected users of the STSWA Sewer System as set forth in the STSWA 537 Plan as submitted to the Pennsylvania Department of Environmental Protection. Provided, however, that the STSWA shall pay only for the number of EDUs connected as those connections are made to the system.

SECTION 2.12 The STSWA agrees that upon the STSWA Sewer System completion and attending service to the original, identified 1,350 users, all new and subsequent residential customers within the agreed to STSWA Sewer District, also known as the agreed to service area, will pay a permit fee of \$250.00 per residential EDU or an increased rate as established, from time to time, by the LRBSA for all residential users. All new and subsequent commercial or industrial customers within the agreed STSWA Sewer District will pay a permit fee in accordance with the LRBSA's Commercial and Industrial Permit Fee Schedule as found in Exhibit D, or an increased rate as established from time to time by the LRBSA for all commercial or residential users. The STSWA agrees to adopt, memorialize and promulgate by rule or regulation said permit fee or increased permit fee. The STSWA agrees to provide the LRBSA with copies of each and every new connection permit application in addition to the original 1,350 users and further agrees to withhold approval of each connection permit application until the LRBSA has approved and signed off on the connection permit application.

ARTICLE III – RATES, CHARGES, AND PAYMENTS

SECTION 3.01. The parties agree that the LRBSA shall impose rates and charges upon the STSWA Sewer District for appropriate services rendered by the LRBSA, which rates and charges shall be established as provided in Section 3.02 herein.

SECTION 3.02. The rates for wastewater conveyance, treatment, and disposal services by the LRBSA relative to wastewater accepted and received from the STSWA Sewer System will be an initial residential rate of One Hundred Eighty and 00/100 (\$180.00) Dollars annually per EDU and will be subject to the same percentage rate increases that become due and applicable to other users of the LRBSA Sewer System, as enacted in the LRBSA Resolution(s) or other proper legal instruments, and as may be revised from time to time. Such rates will be applied to calculate charges for each individual user of the STSWA

Sewer System. The calculated charges will be billed in the aggregate to the STSWA Sewer District quarterly by the LRBSA for all STSWA Sewer System users.

The LRBSA reserves the right to require the installation of water usage meters for non-residential establishments where the LRBSA determines such meters are required to accurately calculate user fees, surcharges and/or other industrial waste loadings. Meters will be installed when directed by the LRBSA at the non-residential user's expense. The LRBSA shall be provided access for periodic meter reading for the purpose of calculating quarterly billings and surcharges. Billing rates for metered non-residential establishments shall be identical to those rates currently in effect for commercial and industrial users throughout the LRBSA Sewer District.

SECTION 3.03. The LRBSA, the STSWA, agree that each user of the STSWA Sewer System will be billed for wastewater services by the STSWA created by the municipality of Scott Township in which such users' premises are located, at the same rates as are applicable to all other users within such municipality or sewer district within said municipality.

SECTION 3.04. The STSWA covenants to pay the LRBSA's respective wastewater service rates and charges imposed herein, quarterly, for services rendered for the preceding, on or before quarterly dates mutually agreed upon. Rates for any period which is less or more than one quarter shall be prorated.

STSWA and Scott Township covenant to supply promptly to the LRBSA all information in their possession deemed necessary by the LRBSA in order to compute such wastewater service rates and charges to the STSWA Sewer District, including, but not limited to, information concerning number and types of physical connections to, number of dwelling units connected to, and strength, character and volume of wastewater discharged into the STSWA Sewer System and to provide or take any legally available action to provide information concerning the volume of water used by each and all users connected to the STSWA Sewer System. The LRBSA and STSWA agree that the LRBSA has unfettered access to, and the STSWA will provide, STSWA customer billing information within thirty (30) days of the STSWA billing its users.

SECTION 3.05. Wastewater service rates and charges and other sums required to be paid by the STSWA under this Agreement shall be received by the LRBSA as net sums and the STSWA covenants and agrees to pay all charges against or which diminish such net sums. In no case shall the LRBSA be responsible to collect fees from any party other than the STSWA. All delinquent bills within the STSWA

service area shall be the responsibility of the STSWA and STSWA only. LRBSA shall be paid in full regardless of the STSWA's delinquencies, shortfalls, and/or deficiencies on behalf of, or by, the users of the STSWA Sewer System.

SECTION 3.06. All bills for sewer service charges shall be due and payable upon presentation. If any bill for sewer charges is not paid within thirty (30) days after the same shall become due and payable, an eight percent (8%) late charge will be assessed and added thereto. If the sewer charges continue to be delinquent and STSWA fails to tender timely payment on its current bill, an eight percent (8%) late charge will be assessed on the cumulative charges, both present and past, plus any previously assessed late charges.

Upon failure to pay in full any bill for sewer charges within thirty (30) days after the same shall be delinquent, the LRBSA shall have the right to pursue any or all legal remedies available at law or equity or otherwise.

ARTICLE IV – CHARACTER AND VOLUME OF FLOWS

SECTION 4.01. Upon connection of the line through the line or lines of the LRBSA, the LRBSA agrees to be responsible for the acceptance and treatment of all sewage emanating from the line described herein.

SECTION 4.02. The LRBSA agrees to accept into the LRBSA Sewer System an initial average daily wastewater flow of 357,750 gallons per day based on 265 gallons per day per EDU and 1,350 projected users to be initially connected to the STSWA Sewer System as set forth in the Scott Township Act 537 Plan as submitted to the Pennsylvania Department of Environmental Protection. Additional users within the Scott Township Sewer District may connect to the STSWA Sewer System upon submission and approval by the LRBSA of a valid connection permit, and payment to the LRBSA of the applicable permit fee, all in accordance with the procedure as set forth in Section 2.12. New connections will be approved by the LRBSA based on availability of capacity within the LRBSA Sewer System as is the current procedure for all new connections to the LRBSA Sewer System within the LRBSA Sewer District and its member municipalities.

The STSWA will not permit, (a) an average monthly wastewater flow rate into the LRBSA Sewer System that exceeds 265 gallons per day per EDU, or (b) an instantaneous peak wastewater flow rate that exceeds three (3) times the average daily flow rate of 265 gallons per day per EDU, or 795 gallons per day per EDU. All determinations of flow limits shall be based on the current number of EDU's connected to the STSWA Sewer System at any given time.

SECTION 4.03. The STSWA will install, start up, monitor and maintain a flow meter and recorder at the point where the STSWA Sewer System exits the Scott Township Sewer District. The type, arrangement and location of the meter shall be approved by the LRBSA prior to construction and/or installation. The STSWA will be responsible to have an independent party calibrate the flow meter on a semi-annual basis. The STSWA will provide the LRBSA with a certificate of calibration semi-annually. Certificate of calibration shall be forwarded to the LRBSA within fifteen (15) days of generation.

SECTION 4.04. LRBSA shall have free and unfettered access to read the meter, to inspect the meter and the LRBSA shall provide the STSWA with monthly readings within fifteen (15) days of generation.

SECTION 4.05 In the event the average monthly flow of 265 gallons per day per EDU is exceeded for two (2) consecutive months, the STSWA will immediately provide a minimization plan. For the purposes of this Agreement, a minimization plan shall mean to provide evidence and explain the corrective measures to be taken by STSWA.

Within thirty (30) days of receiving notification from the LRBSA that it has exceeded its average monthly flow for two consecutive months, the STSWA will submit to the LRBSA the aforementioned minimization plan and said plan will set forth the corrective measures to be taken along with scope of the corrective measures and a time table for their implementation. Within sixty (60) days from receiving notification from the LRBSA that it has exceeded its average monthly flow for two consecutive months, the STSWA will submit to the LRBSA the results of any and all engineering reports regarding the average monthly flow exceedance and its correction and the STSWA's detailed remediation plan along with a time table for completion.

SECTION 4.06 Should at any time the flow of wastewater from the STSWA Sewer System exceed the volume limits at the time applicable under this Agreement or should at any time the quality of

such flow be in violation of the standards established by the LRBSA, for two (2) consecutive months, the STSWA shall be liable for, in addition to the separate charge provided for in Section 3.02, any actual damage suffered by the LRBSA by reasons of such violations, and the LRBSA shall have the absolute right to have any such violations cease forthwith. If the LRBSA notifies the STSWA of any violation of such volume limits or quality standards and the STSWA do not take immediate steps to correct the violation, the LRBSA may bring suit at law or in equity to compel such corrective action. The parties agree that in the event of the STSWA Sewer System exceeding the volume limits set forth herein, the LRBSA has a right to recover for the cost of additional flow during the time period or the flow is in exceedance at a rate of \$15.00 per month per EDU, based on the actual metered flow exceedance. The \$15.00 per month per EDU will be adjusted by the same percentage change made to the annual rate as noted in Section 3.02.

SECTION 4.07. Should the STSWA make a specific capacity request for which capacity is not available within the LRBSA Sewer System, the LRBSA shall not be obligated to construct any additions or improvements to the LRBSA Sewer System for the specific accommodation of the STSWA unless such construction is determined to be feasible by the LRBSA and required to meet the overall capacity needs of the LRBSA Sewer District. However, the LRBSA shall not unreasonably refuse to construct or cause to be constructed such additions and improvements to its system requested by the other parties at the sole cost and expense of the STSWA or Scott Township.

SECTION 4.08. The LRBSA may establish from time to time uniform (within all areas services by the LRBSA) standards of acceptability of wastewater to be discharged into the LRBSA Sewer System. Such standards shall be reasonable and similar to the customary standards imposed with regard to similar facilities and service area conditions.

The STSWA and Scott Township agree to adopt, by ordinance(s) and/or resolution(s), and enforce, the same standards of acceptability of wastewater as currently in effect in the LRBSA Sewer District. Specifically, the STSWA and Scott Township agree to adopt and enforce the standards set forth in the LRBSA Discharge Resolution, dated March 13, 1984, (Exhibit "B"), as amended, attached hereto and made a part hereof by reference.

Furthermore, Scott Township and the STSWA agree to adopt a resolution and ordinance in a form supplied by the LRBSA entering into an Interjurisdictional Agreement authorizing the LRBSA to

implement and enforce a pre-treatment program to control industrial waste under 40 CFR Part 403 and the Pennsylvania Clean Streams Law, as amended, 35 P.S., Section 691.1, et seq.

Failure of Scott Township or the STSWA to adopt the LRBSA Discharge Resolution and Interjurisdictional Agreement shall be considered a breach of this service agreement.

The LRBSA Sewer System is designated primarily for the treatment and disposal of sanitary sewage and allowable industrial wastes. The STSWA Sewer District shall not permit any connection for the disposal of any waste other than sanitary sewage to be made to the STSWA Sewer System except upon prior specific written permission of the LRBSA, provided that the acceptance for treatment and disposal by the LRBSA of wastes other than sanitary sewage shall be in accordance with the current uniform standards established by the LRBSA for all areas serviced by the LRBSA Sewer System. (The current uniform standards are attached hereto and made apart thereof as "Exhibit "B"). Reasonable notice of any changes therein shall be given by the LRBSA to the STSWA and shall become part of this Agreement.

ARTICLE V – CONTINGENCY/APPROVALS

SECTION 5.01. The STSWA will obtain any and all necessary approvals from the Department of Environmental Protection and the Environmental Protection Agency for the construction, installation, and operation of the STSWA Sewer System as contemplated and set forth in this Agreement.

SECTION 5.02. The STSWA will obtain any and all approvals and/or permits and/or resolutions and/or ordinances, that are now, or may become, necessary from the affected or traversed municipalities and any other municipality or municipal authority, as it may become necessary when planning, excavating, installing, and re-grading and conducting any other forms of work necessary to traverse and cross the municipal boundaries to facilitate the connection of the STSWA Sewer System to the LRBSA Sewer System. The STSWA further agrees to give written notification to the affected municipalities, regarding STSWA's traversing or crossing of each respective municipality municipal boundary line and will provide the same to the LRBSA prior to the commencement of construction of the STSWA Sewer System. Failure to obtain consent and approval, when, where, and if necessary, from the affected municipalities, or failure to give written notice to all involved municipalities resulting in an overall failure to implement the STSWA

Sewer System shall relieve the LRBSA from any and all responsibilities or obligations to perform under this Agreement.

SECTION 5.03. The STSWA and Scott Township hereby agree to indemnify and hold harmless the LRBSA from any and all claims, demands, liabilities, suits of action (including but not limited to all reasonable expenses and attorney's fees incurred by or imposed upon the LRBSA in connection therewith) for any loss, damage or casualty resulting from any such claims, demands, liabilities or suits of action made by individuals or entities not a party to this agreement and not caused by any act or failure to act on the part of the LRBSA.

SECTION 5.04. The STSWA will obtain any and all necessary permits and/or approvals from the Township of Scott and any other township town or city as it may become necessary when constructing or facilitating the connection at the designated connection point.

SECTION 5.05. This Agreement is contingent upon confirmation from the LRBSA, that said acceptance of effluent emanating from the STSWA Sewer System will not overload the LRBSA's downstream facilities, including commitments of capacity to the LRBSA Sewer District.

SECTION 5.06. This Agreement is contingent upon verification from the LRBSA that the LRBSA Sewer System from the point of connection to the treatment plant has sufficient reserve hydraulic capacity to accept the additional flow from the STSWA Sewer System.

ARTICLE VI – MISCELLANEOUS PROVISIONS

SECTION 6.01. The STSWA and/or Scott Township shall establish, maintain, levy, impose, and collect charges, rentals, and fees in respect to the use of the STSWA Sewer System, sufficient to enable it to pay therefrom (except to the extent that other forms are legally available for the purpose) the annual charges required under this Agreement to be paid to the LRBSA and to operate and maintain the STSWA Sewer System in good repair in working order as herein required.

All such rates and charges shall be in compliance with all governing requirements of the Commonwealth of Pennsylvania and the United States of America. The parties hereto agree to enter into appropriate amendments or supplements to this Agreement when and if necessary to equitably apportion any charges required by such governing requirements.

SECTION 6.02. Each of the STSWA and Scott Township covenant that it will adopt, enforce and keep in full force and effect continuously during the term hereof, an ordinance or ordinances or resolutions, as appropriate, prohibiting the discharge into the STSWA Sewer System of any wastes which are prohibited to be discharged into the LRBSA Sewer System under rules and regulations of the LRBSA in effect at the time and on file with the other parties. It is the intention of this Agreement that only sanitary sewage and allowable industrial waste may be discharged into the STSWA Sewer System. It is the intention of this Agreement that only sanitary sewage and allowable industrial waste from the STSWA Sewer District and Sewer System be discharged into the LRBSA Sewer System. The STSWA will assume the responsibility of policing the entire STSWA Sewer System for illegal connections and infiltration up to the agreed upon point of connection. The LRBSA shall have the right to test the wastewater discharged by the STSWA to LRBSA's Sewer System. If results show violations of the terms set forth herein, said testing costs shall be paid by the STSWA.

The STSWA and Scott Township agree to adopt such ordinances and/or resolutions which are necessary to impose any rates, including percentage rate increases as imposed by LRBSA Resolutions upon LRBSA Sewer District users, charges, tariffs or requirements upon any of the users of the STSWA Sewer System which are required to be imposed on such users by provisions hereof, or which relate to obligation assumed hereunder. The intent of this section, and of this Agreement in general is to assure that the users and/or residents of the STSWA Sewer District and the users/residents of the LRBSA Sewer District are subject to the same specific percentage rate increases in user usage and rental fees.

SECTION 6.03. The STSWA shall give the LRBSA notice of the connection of any residential establishment or non-residential establishment to any sewer which discharges wastewater, directly or indirectly, to the STSWA Sewer System, within thirty (30) days of such connection and shall otherwise comply with rules and regulations of the LRBSA with respect to residential establishments and non-residential establishments and industrial users, and wastewater therefrom.

SECTION 6.04. Except as otherwise specifically provided to the contrary herein, each of the parties hereto shall pay or cause to be paid all costs, charges, and expenses occurred in or in connection with construction, operation, maintenance, and repair of their respective sewer systems and the making of all extensions and improvements thereto. Each of the parties hereto agree to keep and maintain its sewer

system at all times in good repair and order and efficient operating conditions and to meet the standards prescribed by the Department of Environmental Protection of the Commonwealth of Pennsylvania or any other governmental agency or judicial authority having jurisdiction. No party hereto shall in any manner be liable for damage or demands arising out of the construction, maintenance, or repair of any collection system other than its own.

Except for negligent acts or omissions committed by the LRBSA, the STSWA shall indemnify and save harmless the LRBSA against any claims for damages arising from parties connected to the STSWA Sewer System, wastewater from which is ultimately discharged to the LRBSA under this Agreement, resulting or occasioned by failure of the LRBSA's sewer lines governed by this Agreement to properly function from any cause whatsoever.

Neither the LRBSA nor its consulting engineers shall have any liability for the design, construction, operation, and maintenance, or repair of the STSWA Sewer System, or extensions thereto.

The STSWA shall have no liability for the design, modification, and/or construction of the existing LRBSA Sewer System, or extensions thereto, unless constructed by the STSWA.

SECTION 6.05. The STSWA and Scott Township covenant that they will not assign their interests herein, except an assignment to a party hereto, without written consent of the LRBSA and, if such consent shall be given, then only subject to conditions which may be set forth in such consent.

The STSWA and Scott Township covenant that they will not convey their sewage collections system which discharges wastewater to the LRBSA Sewer System to a municipality, municipal authority or other public authority or public body, except a party hereto, without written consent of the LRBSA, and, if such consent shall be given, then only subject to conditions which may be set forth in such consent; provided, however, that any such conveyance shall not relieve such party of its obligations hereunder.

SECTION 6.06. The STSWA covenants that the LRBSA, by its duly authorized representatives, at reasonable times, may inspect any part of its sewage collection system, which discharges wastewater to the LRBSA Sewer System.

The LRBSA covenants and agrees that either of the STSWA and Scott Township, by their duly authorized representatives, at reasonable times, may inspect the point of connection and line of connection of the LRBSA Sewer System.

SECTION 6.07. Each of the parties hereto agrees to employ a Professional Engineer licensed in the Commonwealth of Pennsylvania at all times to perform the functions of such Engineer provided for by this Agreement.

SECTION 6.08. Upon completion of the construction of the STSWA Sewer System, and any future improvements or extensions thereto, the STSWA shall forthwith deliver to the LRBSA a certificate from the STSWA's Consulting Engineer that the construction was inspected by said Consulting Engineer and has been completed in accordance with the approved plans and specifications and other applicable standards as agreed to herein.

SECTION 6.09. The STSWA covenants to comply with all valid acts, rules, regulations, orders and directives of any legislative, executive, administrative or judicial rulings applicable to construction, operation, repair, and maintenance related to its sewer system which discharges wastewater to the LRBSA Sewer System.

SECTION 6.10. Each party covenants that during the term of this Agreement it will not discontinue operation of its sewage collection system.

SECTION 6.11. The LRBSA without written consent of the other parties, may enter into Agreements, from time to time, in addition to this Agreement, with any person, party, corporation, entity, municipality, or municipal authority pursuant to which the LRBSA shall agree to convey, treat and/or dispose of wastewater of the other party to such Agreement, in connection with use and operation of the LRBSA Sewer System.

SECTION 6.12. The STSWA and Scott Township agree to comply (including furnishing necessary information to the LRBSA) with requirements of statutes, rules, regulations and conditions relating to the LRBSA's National Pollutant Discharge Elimination's System NPDES permit, water quality management permit, solid waste management permit, air quality permit, industrial pre-treatment program and any other federal or state permits or agreements, any obligations of the LRBSA thereunder, which relate to users of the STSWA and Scott Township.

SECTION 6.13. The STSWA agrees to implement and perform infiltration and inflow studies and corrective procedures necessary to limit excessive inflow and infiltration of storm water or groundwater into any part of any sewer system discharging wastewater to the LRBSA Sewer System in a

manner satisfactory to the LRBSA in accordance with generally recognized standards of engineering practice, and in accordance with Section 4.05 of this Agreement, or, as appropriate, in a manner which complies with any grant, agreement, or any other law, rule or regulation which governs the STSWA Sewer Authority or the LRBSA Sewer System.

SECTION 6.14. The STSWA agrees that any construction of and/or extension to the STSWA Sewer System shall be made in accordance with the latest standards of the LRBSA. Applicable LRBSA policies and documents, revisions, and supplements thereto shall be adhered to such as but not limited to: "LRBSA Specifications for Sanitary Sewer Collection System Construction." Such construction and/or extensions shall also conform to applicable federal and state law, including but not limited to compliance with the standards set forth in the Pennsylvania Department of Environmental Protection "Domestic Wastewater Facilities Manual", and revisions or supplements thereto.

SECTION 6.15. The STSWA and Scott Township shall require all parties constructing extensions to the STSWA Sewer System to comply with all applicable provisions of this Agreement. The STSWA and/or Scott Township shall require any entity owning any sewer extension, if not a party to this Agreement, to comply with all applicable provisions of this Agreement.

The STSWA and Scott Township shall require all parties constructing such extensions to submit to the LRBSA copies of applicable DEP planning modules, DEP permit applications, DEP permit construction drawings, certificate of completion by the engineer appointed by the STSWA Sewer District, and record drawings, as such documents are developed.

SECTION 6.16. The STSWA and Scott Township agree that all sewers constructed as a part of or connected to the STSWA Sewer System will be Sanitary Sewers, will not connect and will not permit to be connected to said sewers any contributions of Storm Water and/or Groundwater, and will take any and all necessary action to remove or have removed sources of Storm Water or Groundwater when any such connections become known.

SECTION 6.17. The LRBSA, STSWA and Scott Township agree that any party shall have the right to review, at any time, the volume, pollutant load and character of wastewater being discharged to the LRBSA Sewer System from the STSWA Sewer System, and to determine whether excessive flows of wastewater, or wastewater of excessive pollutant load, strength or character are being discharged to the

LRBSA Sewer System, which determination shall be made by application of generally accepted engineering standards of practices. The LRBSA shall have the right to regulate and limit any such excessive flows of wastewater or wastewater of excessive strength, pollutant load strength or character to the LRBSA Sewer System.

SECTION 6.18. In the event the LRBSA believes or perceives the STSWA to be in breach of this Agreement, or any provision hereof, the LRBSA will notify the STSWA of the perceived breach and will specifically describe the nature of the perceived breach. The LRBSA and the STSWA agree to meet within thirty (30) days of the notice of perceived breach to discuss an attempt to resolve the perceived breach issue.

SECTION 6.19. If the LRBSA believes that the STSWA will not, or cannot resolve the nature of the perceived breach and is convinced that the breach will continue, the LRBA will provide written notice to the STSWA of that breach and will provide a copy of that notice to Scott Township. Upon receipt of that notice, Scott Township hereby agrees to meet with the STSWA to attempt to resolve the breach. Scott Township will notify the LRBSA of the date and time of the meeting with the STSWA in order to allow the LRBSA representatives to attend, if attendance is deemed necessary by the LRBSA. If the STSWA then agrees to cure the breach, the LRBSA will allow them a reasonable time to cure the subject breach. For purposes of this paragraph, a reasonable time shall mean that which is commensurate with common industry practices and a time that is agreed upon by the STSWA and the LRBSA.

SECTION 6.20. If the LRBSA receives a Notice of Violation from either the Pennsylvania Department of Environmental Protection (DEP) or the Environmental Protection Agency (EPA) and the LRBSA believes that the STSWA is partially or entirely responsible for the violation(s), the LRBSA will immediately notify the STSWA of the violation(s) and provide a basis for its belief that the STSWA is, in fact, responsible for the violation(s). The LRBSA will, in a timely manner, provide the STSWA with a copy of the violation(s) and, in addition, will provide the STSWA with notice of any DEP and/or EPA meetings regarding the violation(s). If a fine is levied against the LRBSA as a result of a Notice of Violation, and if documentation is furnished to the STSWA documenting that it is responsible for the violation and the levying of the fine, the STSWA agrees to pay the full amount of the attendant fine, or its pro rata share, depending on its level of responsibility as determined by the DEP or EPA. This paragraph

addressing monetary fines is in addition to fines that may be imposed against the STSWA under this Agreement and under the LRBSA Discharge Resolution, dated March 13, 1984, as amended, and nothing in this paragraph shall prohibit the LRBSA from moving under or fining pursuant to the LRBSA Discharge Resolution.

SECTION 6.21. Any and all notification under this Agreement shall be made by and between the Chairman of the respective Authorities whose current names and addresses are as follows:

William White
Chairman
Scott Township Sewer Authority
RD #1, Box 457
Olyphant, PA 18447

Dominic Surace, P.E.
Executive Director
LRBSA
PO Box 9068
Dickson City, PA 18519

Notification to Scott Township should be addressed to, and sent to:

Robert Vail
Chairman of the Board of Supervisors
RD #1, Box 457
Olyphant, PA 18447

SECTION 6.22 A right of recourse is reserved unto the LRBSA to exercise or utilize any legal remedies available at law or equity or otherwise in the event that the LRBSA determines that STSWA is discharging wastewater of excessive flows, pollutant load, or strength, as determined in accordance with the provisions hereof.

SECTION 6.23. This agreement will be deemed to be made under the laws of the Commonwealth of Pennsylvania and for all purposes will be governed by, and interpreted and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws thereof. By signing this agreement the parties hereto agree to and submit to the jurisdiction of the Court of Common Pleas for the County of Lackawanna and the United States District Court for the Middle District of Pennsylvania. Any action relating to this agreement shall be exclusively filed, prosecuted and defended before the United States District Court for the Middle District of Pennsylvania or, in lieu of federal jurisdiction, before the Court of Common Pleas, County of Lackawanna, Commonwealth of Pennsylvania.

SECTION 6.24 Should any one or more of the provisions of this Agreement for any reasons be held illegal or invalid, such legality or invalidity shall not affect any other provisions of this Agreement and

this Agreement shall in such circumstances be construed and enforced as if such illegal or invalid provision(s) had not been contained herein.

SECTION 6.24A This Agreement may be amended at any time only upon mutual prior written consent of the parties hereto.

SECTION 6.25. The construction and effect of this Agreement or any amendment to this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

SECTION 6.26. This Agreement is not assignable or transferable nor is any performance of any duty delegable by either party without the prior written consent of the parties.

SECTION 6.27. This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes, as original; and such counterparts shall constitute but one in the same instrument.

SECTION 6.28. This Agreement shall become effective upon execution and delivery by the parties hereto. Subject to termination in accordance with the provisions hereof, the terms hereof shall be perpetual.

IN WITNESS WHEREOF, the LRBSA has caused the within Agreement to be executed in its municipal incorporated name over the signature of its Chairman, and its corporate seal to be hereof to affixed duly accepted by its Secretary, the STSWA has likewise caused the within Agreement to be executed in its municipal incorporated name over the signature of its Chairman, and its corporate seal to be affixed hereunto, duly accepted by its Secretary, and the Township of Scott has caused the same to be executed by its duly authorized representative, Chairman of the Board of Supervisors, all on the day and date first above written.

LACKAWANNA RIVER BASIN SEWER AUTHORITY

James Foley
WITNESS

BY: Matthew Skrobiszewski
MATTHEW SKROBISZEWSKI, Chairman

SCOTT TOWNSHIP SEWER AND WATER AUTHORITY

John Schlaatz
WITNESS

BY: William White
WILLIAM WHITE, Chairman

SCOTT TOWNSHIP BOARD OF SUPERVISORS

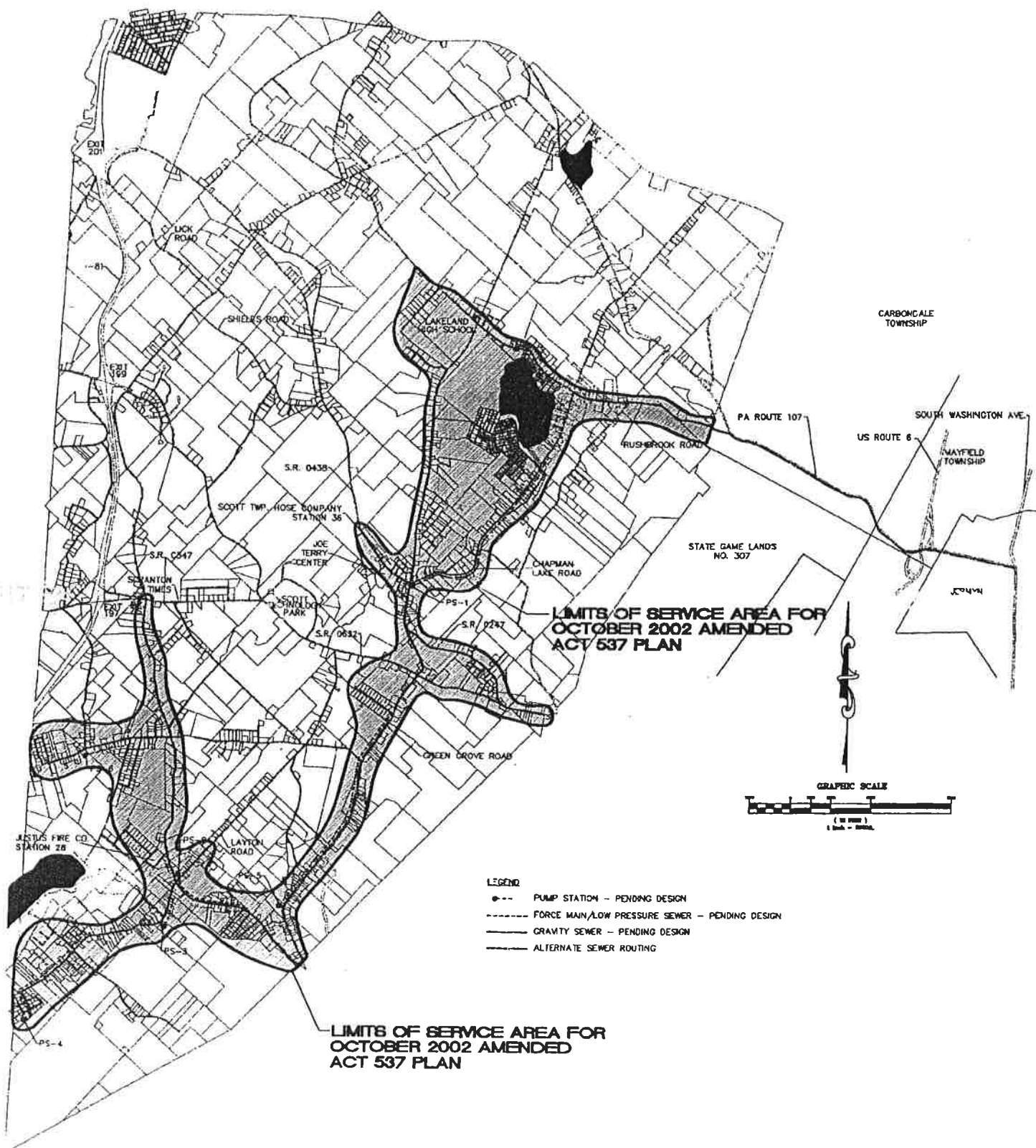
Thomas W. Wicks
WITNESS

BY: Robert Vail
ROBERT VAIL, Chairman
Board of Supervisors

EXHIBIT A
Drainage Area Map

EXHIBIT 'A'

SCOTT TOWNSHIP



- LEGEND**
- PUMP STATION - PENDING DESIGN
 - FORCE MAIN/LOW PRESSURE SEWER - PENDING DESIGN
 - GRAVITY SEWER - PENDING DESIGN
 - ALTERNATE SEWER ROUTING

**LIMITS OF SERVICE AREA FOR
OCTOBER 2002 AMENDED
ACT 537 PLAN**

EXHIBIT B

LRBSA Discharge Resolution

LACKAWANNA RIVER BASIN SEWER AUTHORITY
DISCHARGE RESOLUTION

RESOLUTION 13TH MARCH, YEAR 1984

SECTION 1----- GENERAL PROVISIONS

1.1 Purpose and Policy

This Resolution sets forth uniform requirements for direct and indirect contributors into the wastewater collection and treatment system for the Lackawanna River Basin Sewer Authority and enables the Authority to comply with all applicable State and Federal Laws required by the Clean Water Act of 1977 and the General Pretreatment Regulations (40 CFR, Part 403).

The objectives of this Resolution are:

- (a) To prevent the introduction of pollutants into the municipality wastewater system which will interfere with the operation of the system or contaminate the resulting sludge;
- (b) To prevent the introduction of pollutants into the municipal wastewater system which will enter the atmosphere or otherwise be incompatible with the system;
- (c) To improve the opportunity to recycle and reclaim wastewaters and sludges from the system; and
- (d) To provide for equitable distribution of the cost of the municipal wastewater system.

This Resolution provides for the regulation of direct and indirect contributors to the municipal wastewater system through the issuance of permits to certain non-domestic users and through enforcement of general requirements for the other users, authorizes monitoring and enforcement activities, requires user reporting, assumes that existing customers capacity will not be preempted and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

This Resolution shall apply to the service area of the Lackawanna River Basin Sewer Authority and to persons who are, by contract or agreement with the Authority Users of the Authority POTW. Except as otherwise provided herein, the Superintendent of the Authority POTW shall administer and implement the provisions of this Resolution and notify the Executive Director of violations to the Resolution. The Executive Director will decide upon the required actions necessary to enforce the provisions of this Resolution and apprise the Board of Directors of his actions.

1.2 Definitions

Unless the context specifically indicates otherwise, the following terms and phrases, as used in this Resolution, shall have the meanings hereinafter designated:

- (1) Act or "the Act". The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251; et. seq.

- (2) Approval Authority. The Director in an NPDES State with an approved state Pretreatment Program and the Administrator of the EPA in a non-NPDES state or NPDES state without an approved state Pretreatment Program.
- (3) Authorized Representative of Industrial User. An authorized representative of an Industrial User may be: (1) A principal executive officer of at least the level of vice-president; (2) A general partner or proprietor if the industrial user is a partnership or proprietorship respectively; (3) A duly-authorized representative of the individual designated above if such representative is responsible for the overall operation of the facilities from which the indirect discharge originates.
- (4) Biochemical Oxygen Demand (BOD). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five (5) days at 20° centigrade expressed in terms of weight and concentration (milligrams per liter (mg/l)).
- (5) Building Sewer. A sewer conveying wastewater from the premises of a User to the POTW.
- (6) Categorical Standards. National Categorical Pretreatment Standards or Pretreatment Standards.
- (7) Authority. The Lackawanna River Basin Sewer Authority.
- (8) Cooling Water. The water discharged from any such use as air conditioning, cooling, or refrigeration, or to which only pollutant added is heat.
- (9) Control Authority. The term "control authority" shall refer to the "Approval Authority", as defined hereinabove; or the Superintendent if the Authority has an approved Pretreatment Program under the provision of 40 CFR, 403.11.
- (10) Direct Discharge. The discharge of treated or untreated wastewater directly to the waters of the State of Pennsylvania.
- (11) Environmental Protection Agency, or EPA. The U.S. Environmental Protection Agency, or where appropriate the term may also be used as a designation for the Administrator, or other duly authorized official of said agency.
- (12) Grab Sample. A sample which is taken from a waste stream on a one time basis with no regard to the flow in the waste stream and without consideration of time.
- (13) Holding Tank Waste. Any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum pump tank trucks.
- (14) Indirect Discharge. The discharge or the introduction of nondomestic pollutants from any source regulated under section 307 (b) or (c) of the Act, (33 U.S.C. 1317), into the POTW (including holding tank waste discharged into the system).

- (15) Industrial User. A source of Indirect Discharge which does not constitute a "discharge of pollutants" under regulations issued pursuant to Section 402, of the Act (33 U.S.C. 1342).
- (16) Interference. The inhibition or disruption of the POTW treatment processes or operations which contributes to a violation of any requirement of the Authority's NPDES Permit. The term includes prevention of sewage sludge use or disposal by the POTW in accordance with 405 of the Act, (33 U.S.C. 1345) or any criteria, guidelines, or regulations developed pursuant to the Solid Waste Disposal Act (SWDA), the Clean Air Act, the Toxic Substances Control Act, or more stringent state criteria (including those contained in any State sludge management plan prepared pursuant to Title IV of SWDA) applicable to the method of disposal or use employed by the POTW.
- (17) National Categorical Pretreatment Standard or Pretreatment Standard. Any regulation containing pollution discharge limits promulgated by the EPA in accordance with Section 307 (b) and (c) of the Act (33 U.S.C. 1347) which applies to a specific category of Industrial Users.
- (18) National Prohibitive Discharge Standard or Prohibitive Discharge Standard. Any regulation developed under the authority of 307 (b) of the Act and 40 CFR, Section 403.5.
- (19) New Source. Any building, structure, facility or installation from which there is or may be a Discharge of pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under section 307 (c) of the Act which will be applicable to such source if the Standards are thereafter promulgated in accordance with the section, provided that:
- (i) The building, structure, facility or installation is constructed at a site at which no other source is located; or
 - (ii) The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - (iii) The production or wastewater generating processes of the building , structure, facility or installation are substantially independent of an existing source at the same site. (As amended 4/8/91)
- (20) National Pollution Discharge Elimination System or NPDES Permit. A permit issued pursuant to section 402 of the Act (33 U.S.C. 1342).
- (21) Person. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context.
- (22) pH. The logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution.

- (23) Pollution. The man-made or man-induced alteration of the chemical, physical, biological, and radiological integrity of water.
- (24) Pollutant. Any dredged soil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water.
- (25) Pretreatment or Treatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration can be obtained by a physical, chemical, or biological process, or process change by other means, except as prohibited by 40 CFR Section 403.6 (d).
- (26) Pretreatment Requirements. Any substantive or procedural requirement related to pretreatment, other than a National Pretreatment Standard imposed on an industrial user.
- (27) Publicly Owned Treatment Works (POTW). A treatment works as defined by section 212, of the Act, (33 U.S.C. 1292), which is owned in this instance by the Authority. This definition includes any sewers that convey wastewater to the POTW treatment plant, but does not include pipes, sewers, or other conveyances not connected to a facility providing treatment. For the purpose of this Resolution, "POTW" shall also include any sewers that convey wastewaters to the POTW from persons outside the service area who are, by contract or agreement with the Authority, users of the (Authority's) POTW.
- (28) POTW Treatment Plant. The portion of the POTW designed to provide treatment to wastewater.
- (29) Shall is mandatory: May is permissive.
- (30) Significant Industrial User. Any Industrial User of the Authority's Wastewater disposal system who (i) has a discharge flow of 25,000 gallons or more per average work day, or (ii) has a flow greater than 5% of the flow in the Authority's wastewater treatment system, or (iii) has in its wastes toxic pollutants as defined pursuant to Section 307 of the Act of (State) Statutes and rules, or (iv) is found by the Authority, (State Control Agency) or the U.S. Environmental Protection Agency (EPA) to have significant impact, either singly or in combination with other contributing industries, on the wastewater treatment system, the quality of sludge, the system's effluent quality, or air emissions, generated by the system.
- (31) State. State of Pennsylvania.
- (32) Standard Industrial Classification (SIC). A classification pursuant to the Standard Industrial Classification Manual issued by the Executive office of the President, Office of Management and Budget, 1972.

- (33) Storm Water. Any flow occurring during or following any form of natural precipitation and resulting therefrom.
- (34) Suspended Solids. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater or other liquids, and which is removable by laboratory filtering.
- (35) Superintendent. The person designated by the Authority to supervise the operation of the publicly owned treatment works and who is charged with certain duties and responsibilities by this article, or his duly authorized representative.
- (36) Toxic Pollutant. Any Pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administrator of the Environmental Protection Agency under the provisions of CWA 307 (a) or other Acts.
- (37) User. Any person who contributes, causes or permits the contribution of wastewater in the Authority's POTW.
- (38) Wastewater. The liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, together with may be present, whether treated or untreated, which is contributed into or permitted to enter the POTW.
- (39) Waters of the State. All streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the State or any portion thereof.
- (40) Wastewater Contribution Permit. As set forth in section 4.2 of this ordinance.

1.3 Abbreviations

The following abbreviations shall have the designated meanings:

- BOD - Biochemical Oxygen Demand
- CFR - Code of Federal Regulations
- COD - Chemical Oxygen Demand
- EPA - Environmental Protection Agency
- l - Liter
- mg - Milligrams
- mg/l - Milligrams per liter
- NPDES - National Pollution Discharge Elimination System
- POTW - Publicly Owned Treatment Works
- SIC - Standard Industrial Classification
- SWDA - Solid Waste Disposal Act, 42, U.S.C. 6901, et. seq.
- USC - United States Code
- TSS - Total Suspended Solids

SECTION 2 ----- REGULATIONS

2.1 General Discharge Prohibitions.

No User shall contribute or cause to be contributed, directly or indirectly, any pollutant or wastewater which will interfere with the operation or performance of the POTW. These general prohibitions apply to all such Users of a POTW whether or not the User is subject to National Categorical Pretreatment Standards or any other National, State or Local Pretreatment Standards or Requirements. A User may not contribute the following substances to any POTW:

- a) Any liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW. At no time, shall two successive readings in an explosion hazard meter, at any 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 Limit (LEL) of the meter. Prohibited materials include, but are not limited to, gasoline, kerosene, naphta, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, sulfides, and any other substances which the Authority, the State, or EPA has notified the User is a fire hazard or a hazard to the system.
- b) Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater treatment facilities such as, but not limited to: grease, garbage with particles greater than one-half inch (½") in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grain, spent hops, waste paper, wood, plastics, gas, tar asphalt, residues, residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing wastes.
- c) Any wastewater having pH lower than 6.0 or higher than 10.0 unless the POTW is specifically designed to accommodate such wastewater, or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, and/or personnel of the POTW.
- d) 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.
- e) Any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair.

- f) Any substance which may cause the POTW's effluent or any other product of the POTW 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 POTW cause the POTW 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.
- g) Any substance which will cause the POTW to violate its NPDES and/or State Disposal System Permit or the receiving water quality standards.
- h) Any wastewater having a temperature which will inhibit biological activity in the POTW treatment plant resulting in interference, but in no case wastewater with a temperature at the introduction into the POTW which exceeds 40° C (104° F) unless the POTW treatment plant is designed to accommodate such temperatures.
- i) Any wastewater with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions.
- j) Any pollutants, including oxygen demanding pollutants (BOD, etc.) released at a flow rate and/or pollutant concentration which a user knows or has reason to know will cause interference to the POTW. 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.
- k) Any wastewater containing any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Superintendent in compliance with applicable State or Federal regulations.
- l) Any wastewater which causes a hazard to human life or creates a public nuisance.
- m) Any pollutants with a closed cup flashpoint of less than 140 degrees Fahrenheit.

When the Superintendent determines that a User(s) is contributing to the POTW, any of the above enumerated substances in such amounts as to interfere with the operation of the POTW, the Superintendent shall: 1) Advise the User(s) of the impact of the contribution on the POTW; and 2) Develop effluent limitation(s) for such User(s) to correct the Interference with the POTW. (As amended 4/8/91)

2.2 Federal Categorical Pretreatment Standards

2.2.1 Applicable Standards

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 Resolution for sources in that subcategory shall immediately supersede the limitations

imposed under this Resolution. The Superintendent shall notify all affected Users of the applicable reporting requirements under 40 CFR, Section 403.12.

2.2.2 Combined Wastestream Formula

Where process effluent is mixed with wastewaters other than those generated by the regulated process, fixed alternative discharge limits may be derived by the POTW, as defined in 40 CFR, Section 403.6(e). (As amended 4/8/91)

2.2.3 Net/Gross Calculation

Categorical Pretreatment Standards may be adjusted to reflect the presence of pollutants in the Industrial User's intake water in accordance with 40 CFR, Section 403.15. (As amended 4/8/91)

2.3 Modification of Federal Categorical Pretreatment Standards

When the Authority's wastewater treatment system achieves consistent removal of pollutants limited by Federal Pretreatment Standards, the Authority may apply to the Approval Authority for modification of specific limits in the Federal Pretreatment Standards. "Consistent Removal" shall mean reduction in the amount of a pollutant or alteration of the nature of the pollutant by the wastewater treatment system to a less toxic or harmless state in the effluent which is achieved by the system 95 percent of the samples taken when measured according to the procedures set forth in Section 403.7(c)(2) of (Title 40 of the Code of Federal Regulations, Part 403) - "General Pretreatment Regulations for Existing and New Sources of Pollution" promulgated pursuant to the Act. The Authority may then modify pollutant discharge limits in the Federal Pretreatment Standards if the requirements contained in 40 CFR, Part 403, Section 403.7, are fulfilled and prior approval from the Approval Authority is obtained.

2.4 Specific Pollutant Limitations

No person shall discharge wastewater containing in excess of:

(SEE APPENDICES FOR STANDARDS)

2.5 State Requirements

State requirements and limitations or discharges shall apply in any case where they are more stringent than Federal requirements and limitations or those in this Resolution.

2.6 Authority's Right of Revision

The Authority reserves the right to establish by Resolution more stringent limitations or requirements on discharges to the wastewater disposal system if deemed necessary to comply with the objectives presented in Section 1.1 of this Resolution.

2.7 Excessive Discharge

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 State. (As amended 4/8/91)

2.8 Accidental Discharges

Each User shall provide protection from accidental discharge of prohibited materials or other substances regulated by this Resolution. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner or user's own cost and expense.

Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the Authority for review, and shall be approved by the Authority before construction of the facility. All existing users shall complete such a plan by January 1, 1984. No user who commences contribution to the POTW after the effective date of this Resolution shall be permitted to introduce pollutants into the system until accidental discharge procedures have been approved by the Authority. Review and approval of such plans and operating procedures shall not relieve the industrial user from the responsibility to modify the user's facility as necessary to meet the requirements of this Resolution. In the case of an accidental discharge, it is the responsibility of the user to immediately telephone and notify the POTW of the incident. The notification shall include location of the discharge, type of waste, concentration and volume, and corrective actions.

Written Notice. Within five (5) days following an accidental discharge, the User shall submit to the Superintendent a detailed written report describing the cause of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or any other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property, nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed by this article or other applicable law.

Notice to Employees

A notice shall be permanently posted on the User's bulletin board or other prominent place advising employees whom to call in the event of a dangerous discharge. Employers shall insure that all employees who may cause or suffer such a dangerous discharge to occur are advised of the emergency notification procedure.

2.9 Hauled Wastes

All Industrial Users are prohibited from discharging trucked or hauled pollutants to POTW's except at discharge points designated by the POTW. (As amended 4/8/91)

SECTION 3 ----- FEES

3.1 Purpose

It is the purpose of this chapter to provide for the recovery costs from the Users of the Authority's wastewater disposal system for the implementation of the program established herein. The applicable charges or fees shall be set forth in the Authority's Schedule of Charges and Fees.

3.2 Charges and fees

The Authority may adopt charges and fees which may include:

- a) fees for reimbursement of costs of setting up and operating the Authority's Pretreatment Program;

- b) fees for monitoring, inspections and surveillance procedures;
- c) fees for reviewing accidental discharge procedures and construction;
- d) fees for permit applications;
- e) fees for filing appeals;
- f) fees for consistent removal (by the Authority) of pollutants otherwise subject to Federal Pretreatment Standards
- g) other fees as the Authority may deem necessary to carry out the requirements contained herein.

These fees relate solely to the matters covered by this Resolution and are separate from all other fees chargeable by the Authority.

SECTION 4 ----- ADMINISTRATION

4.1 Wastewater Dischargers

It shall be unlawful to discharge without an (Authority) permit to the POTW any wastewater except as authorized by the Superintendent in accordance with the provisions of this Ordinance.

4.2 Wastewater Contribution Permits

4.2.1 General Permits

All significant users proposing to connect to or to contribute to the POTW shall obtain a Wastewater Discharge Permit before connecting to or contributing to the POTW. All existing significant users connected to or contributing to the POTW shall obtain a Wastewater Discharge Permit within 180 days after the effective date of this Resolution.

4.2.2 Permit Applications

Users required to obtain a Wastewater Contribution Permit shall complete and file with the Authority, an application in the form prescribed by the Authority, and accompanied by a fee prescribed by the Authority. Existing users shall apply for a Wastewater Contribution Permit within 60 days after the effective date of this Resolution, and proposed new users shall apply at least 90 days prior to connecting to or contributing to the POTW. In support of the application, the user shall submit, in units and terms appropriate for evaluation, the following information:

- a) Name, address and location (if different from the address);
- b) SIC number according to the Standard Industrial Classification Manual, Bureau of Budget, 1972 as amended;
- c) Wastewater constituents and characteristics including but not limited to those mentioned in Section 2 of this Resolution as determined by a reliable analytical laboratory; sampling and analysis shall be performed in accordance with the procedures established by the EPA pursuant to Section 304 (g) of the Act and contained in 40 CFR, Part 136, as amended;

- d) Time and duration of contribution;
- e) Average daily and (30) minute peak wastewater flow rates, including daily, monthly and seasonal variations, if any;
- f) Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections, and appurtenances by the size, location, and elevation;
- g) Description of activities, facilities and plant processes on the premises including all materials which are or could be discharged;
- h) Where known, the nature and concentration of any pollutants in the discharge which are limited by any Authority, State or Federal Pretreatment Standards, and a statement regarding whether or not the pretreatment standards are being met on a consistent basis and if not, whether additional Operation and Maintenance (O & M) and/or additional pretreatment is required for the User to meet applicable Pretreatment Standards;
- i) If additional pretreatment and/or O & M will be required to meet the Pretreatment Standards, the shortest schedule by which the User will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard:

The following conditions shall apply to this schedule:

- (1) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.)
 - (2) No increment referred to in paragraph (1) shall exceed (9) months.
 - (3) Not later than (14) days following each date in the schedule and the final date for compliance, the User shall submit a progress report to the Superintendent, including, as a minimum, whether or not it complied with the increment of progress to be met on such date and if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the User to return the construction to the schedule established. In no event shall more than (9) months elapse between such progress reports to the Superintendent.
- j) Each product produced by type, amount, process or processes and rate of production;
 - k) Type and amount of raw material processed (average and maximum per day);
 - l) Number and type of employees, and hours of operation of plant and proposed or actual hours of operation of pretreatment system.
 - m) Any other information as may be deemed by the Authority to be necessary, to evaluate the permit application;

The Authority will evaluate the data furnished by the User and may require additional information. After evaluation and acceptance of the data furnished, the Authority may issue a Wastewater Contribution Permit subject to terms and conditions provided herein.

4.2.3 Permit Modifications

Upon promulgation of a National Categorical Pretreatment Standard, or approval of other applicable Pollutant Limitations (Local Limits), permits shall be modified as soon as possible (e.g. within 90 days) to incorporate that Standard. Where a User, subject to a National Categorical Pretreatment Standard, has not previously submitted an application for a Wastewater Contribution Permit as required by 4.2.2, the User shall apply for a Wastewater Contribution Permit within ninety (90) days after promulgation of the applicable National Categorical Pretreatment Standard. In addition, the User with an existing Wastewater Contribution Permit shall submit to the Superintendent within one hundred and eighty (180) days after the promulgation of an applicable Federal Categorical Pretreatment Standard the information required by paragraphs (h) and (i) of Section 4.2.2. (As amended 4/8/91)

4.2.4 Permit Conditions

Wastewater Discharge Permits shall be expressly subject to all provisions of this Resolution and all other applicable regulations, user charges and fees established by the Authority. Permits may contain the following:

- a) The unit charge or schedule of user charges and fees for the wastewater to be discharged to a community sewer.
- b) Limits on the average and maximum wastewater constituents and characteristics.
- c) Limits on average and maximum rate and time of discharge or requirements for flow regulations and equalization.
- d) Requirements for installation and maintenance of inspection and sampling facilities.
- e) Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types, and standards for tests and reporting schedule.
- f) Compliance Schedules
- g) Requirements for submission of technical reports or discharge reports. (See 4.3)
- h) Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the Authority, and affording Authority access thereto.
- i) Requirements for notification of the Authority of any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the wastewater treatment system.
- j) Requirements for notification of slug discharges.
- k) Other conditions as deemed appropriate by the Authority to ensure compliance with this Resolution.

4.2.5 Permit Duration

Permits shall be issued for a specific time period, not to exceed five (5) years. A permit may be issued for a period less than a year or may be stated to expire on a specific date. The User shall apply for a permit issuance a minimum of (180) days prior to the expiration of the User's existing permit. The terms and conditions of the permit may be subject to modification by the Authority during the term of the permit as limitations or requirements as cause exists. The User shall be informed of any proposed changes in his permit at least (30) days prior to the effective date of change. Any changes or new conditions if the permit shall include a reasonable time schedule for compliance.

4.2.6 Permit Transfer

Wastewater Discharge Permits are issued to a specific User for a specific operation. A wastewater discharge permit shall not be reassigned or transferred or sold to a new owner, new User, different premises, or a new or changed operation without the approval of the Authority. Any succeeding owner or User shall also comply with the terms and conditions of the existing permit.

4.3 Reporting Requirements for Permittee

4.3.1 Compliance Date Report

Within (90) days following the date for final compliance with applicable Pretreatment Standards or, in the case of a New Source, following commencement of the introduction of wastewater into the POTW, any User subject to Pretreatment Standards and Requirements shall submit to the Superintendent, a report indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by Pretreatment Standards and Requirements and the average and maximum daily flow for the process units in the User facility which are limited by such Pretreatment Standards or Requirements. The report shall state whether the applicable Pretreatment Standards or Requirements are being met on a consistent basis and, if not, what additional O & M and/or pretreatment is necessary to bring the User into compliance with the applicable Pretreatment Standards or Requirements. This statement shall be signed by an authorized representative of the Industrial User, and certified by a qualified professional.

4.3.2 Periodic Compliance Reports

- (1) Any User subject to a Pretreatment Standard, after the compliance date of such Pretreatment Standard or, in the case of a New Source, after commencement of the discharge into the POTW, shall submit to the Superintendent during the months of June and December, unless required more frequently in the Pretreatment Standard, or by the Superintendent, a report indicating the nature and concentration of pollutants in the effluent which are limited to such Pretreatment Standards. At the discretion of the Superintendent and in consideration of such factors as local high and low flow rates, holidays, budget cycles, etc., the Superintendent may agree to alter the months during which the above reports are to be submitted.

In addition, if the Industrial User subject to the reporting requirements of this section monitor any pollutant more frequently than required by the Control Authority, the results of this monitoring shall be included in the reports.

If the sampling performed by an Industrial User indicates a violation, the User shall notify the Control Authority within 24 hours of becoming aware of the violation. The User shall repeat the sampling and analysis and submit the results of the repeat analysis to the Control Authority within 30 days after becoming aware of the violation.

- (2) The Superintendent may impose mass limitations on Users which are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases where the imposition of mass limitations are appropriate. In such cases, the report required by subparagraph (1) of this paragraph shall indicate the mass of pollutants regulated by Pretreatment Standards in the effluent of the User. These reports shall contain the results of sampling and analysis of the discharge, including the flow and nature and concentration, or production and mass where requested by the Superintendent, of pollutants contained therein which are limited by the applicable Pretreatment Standards. All analyses shall be performed in accordance with procedures established by the Administrator pursuant to Section 304 (g) of the Act and contained in 40 CFR, Part 136 and amendments thereto or with any other test procedures approved by the Administrator. Sampling shall be performed in accordance with the techniques approved by the Administrator. (Comments: Where 40 CFR, Part 136 does not include a sampling or analytical technique for the pollutant in question, sampling and analysis shall be performed in accordance with the procedures set forth in the EPA publication, Sampling and Analysis Procedures for Screening of Industrial Effluents for Priority Pollutants, April 1977, and amendments thereto, or with any other sampling and analytical procedures approved by the Administrator) (As amended 4/8/91)

4.3.3 Records Retention

"The Industrial User shall retain for a minimum of three (3) years any and all records of monitoring activities and results (whether or not such monitoring activities were required by the Authority), and shall make such records available for inspection and copying by this Authority. This period of retention shall be extended during the course of any unresolved litigation regarding the Industrial User.

4.4 Notification of Changed Discharge

All Industrial Users shall promptly notify the POTW in advance of any substantial change in the volume or character of pollutants in their discharge, including the listed or characteristic hazardous wastes for which the Industrial User has submitted initial notification under 40 CFR 403.12(p). (As amended 4/8/91)

4.5 Reporting Requirements Under 40 CFR 403.12 (p)

- 4.5.1 The Industrial User shall notify the POTW, the EPA Regional Waste Management Division Director, and State hazardous waste authorities in writing of any discharge into the POTW of a substance, which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the Industrial User discharges more than 100 kilograms of such waste per calendar month to the POTW, the notification shall also contain the following information to the extent such information is known and readily available to the Industrial User. An identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during the calendar month, and an

estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve months: All notifications must take place within 180 days of the effective date of this rule. Industrial Users who commence discharging after the effective date of this rule shall provide the notification no later than 180 days after the discharge of the listed or characteristic hazardous waste. All notification under this paragraph need be submitted only once for each hazardous waste discharged. However, notifications of changed discharges must be submitted under 40 CFR 403.12(j). The notification requirement in this section does not apply to pollutants already reported under the self-monitoring requirements of 40 CFR 403.12(b), (d), and (e). (As amended 4/8/91)

- 4.5.2 Dischargers are exempt from the requirements of paragraph 4.5.1 of this section during a calendar month in which they discharge no more than fifteen kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification.

Subsequent months during which the Industrial User discharges more than such quantities of any hazardous waste do not require additional notification.

- 4.5.3 In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the Industrial User must notify the POTW, the EPA Regional Waste Management Division Director, and the State hazardous waste authorities of the discharge of such substance within 90 days of the effective date of such regulations.
- 4.5.4 In the case of notification made under Section 4.5, the Industrial User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

HAZARDOUS WASTE AUTHORITIES: NOTIFICATION UNDER 40 CFR 403.12(p)

Lackawanna River Basin Sewer Authority
145 Boulevard Avenue
Throop, PA 18512

Environmental Protection Agency
Region III
Director, Hazardous Waste Management Division
1650 Arch Street
Philadelphia, PA 19103

Director, Bureau of Waste Management
Pennsylvania Department of Environmental Protection
P.O. Box 2063
Fulton Building
Harrisburg, Pa 17120

4.6 Monitoring Facilities

The Authority shall require to be provided and operated at the User's expense, monitoring facilities to allow inspection, sampling and flow measurement of the building sewer and/or internal drainage systems. The monitoring facility should normally be situated on the User's premises, but the Authority may, when such a location would be impractical or cause undue hardship on the User, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles.

There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling, and measurement equipment shall be maintained at all times in a safe and proper operating condition at the expense of the User.

Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the Authority's requirements and all applicable local construction standards and specifications. Construction shall be completed within (90) days following written notification by the Authority.

4.7 Inspection and Sampling

The Authority shall inspect the facilities of any User to ascertain whether the purpose of this Resolution is being met and all requirements are being complied with. Persons or occupants of premises where wastewater is created or discharged shall allow the Authority or their representative ready access at all reasonable times to all parts of the premises for the purpose of inspection, sampling, records examination, or in the performance of any of their duties. The Authority reserves the right to copy any and all industrial records related to effluent discharge. The Authority, Approval Authority (where the NPDES State is the Approval Authority), and EPA shall have the right to set up on the User's property such devices as are necessary to conduct sampling inspection, compliance monitoring, and/or metering operations. Where a User has security measures in force which would require proper identification and clearance before entry into their premises, the User shall make the necessary arrangements with their security guards so that upon presentation of suitable identification, personnel from the Authority, Approval Authority, and EPA will be permitted to enter without delay for the purposes of performing their specific responsibilities.

4.8 Pretreatment

Users shall provide necessary wastewater treatment as required to comply with this Resolution and shall achieve compliance with all Federal Categorical Pretreatment Standards within the time limitations as specified by the Federal Pretreatment Regulations. Any facility required to pretreat wastewater to a level acceptable to the Authority shall be provided, operated, and maintained at the User's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the Authority for review, and shall be acceptable to the Authority before construction of the facility. The review of such plans and operating procedures will in no way relieve the User from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the Authority under the provisions of this Resolution. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the Authority prior to the User's initiation of the changes.

The Authority shall annually publish in a local newspaper of general circulation, a list of the Users which were not in compliance with any pretreatment Regulations or Standards at least once during the (12) previous months. The notification shall also summarize any enforcement actions taken against the User(s) during the same (12) months.

- All records relating to compliance with Pretreatment Standards shall be made available to officials of the EPA or Approval Authority upon request.

4.9 Confidential Information

Information and data on a User obtained from reports, questionnaires, permit applications, permits and monitoring programs, and from inspections shall be available to the public or other governmental agency without restriction, unless the User specifically requests and is able to demonstrate to the satisfaction of the Authority that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the User.

When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon written request to governmental agencies for uses related to this Resolution, the National Pollutant Discharge Elimination System (NPDES) Permit, State Disposal System Permit, and/or the Pretreatment Programs; provided however, that such portions of a report shall be made available for use by the State or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.

Information accepted by the Authority as confidential, shall not be transmitted to any governmental agency or to the general public by the Authority until and unless a ten-day notification is given to the User.

SECTION 5 --- ENFORCEMENT

5.1 Harmful Contributions

The Authority may suspend the wastewater treatment service and/or a Wastewater Contribution Permit when such suspension is necessary, in the opinion of the Authority, in order to stop an actual or threatened discharge which represents or may represent an imminent or substantial endangerment to the health or welfare of persons, to the environment, causes interference to the POTW, or causes the Authority to violate any condition of its NPDES Permit.

Any person notified of a suspension of the wastewater treatment service and/or the Wastewater Contribution Permit shall immediately stop or eliminate the contribution. In the event of a failure of the person to comply voluntarily with the suspension order, the Authority shall take such steps as deemed necessary including immediate severance of the sewer connection, to prevent or minimize damage to the POTW system or endangerment to any individuals. The Authority shall reinstate the Wastewater Contribution Permit and/or the wastewater treatment service upon proof of the elimination of the non-complying discharge. A detailed written statement submitted by the User describing the cause(s) of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the Authority within (15) days of the date of occurrence.

5.2 Revocation of Permit

Any User who violates the following conditions of this Resolution, or applicable state and federal regulations, is subject to having his permit revoked in accordance with the procedures in Section 5 of this Resolution.

- a) Failure of a User to factually report the wastewater constituents and characteristics of his discharge;
- b) Failure of the User to report significant changes in operations, or wastewater constituents and characteristics;
- c) Refusal of reasonable access to the User's premises for the purpose of inspection or monitoring; or,
- d) Violation of conditions of the permit.

5.3 Notification of Violation

Whenever the Authority finds that any User has violated or is violating this Resolution, wastewater contribution permit, or any prohibitions, limitations, or requirements contained herein, the Authority may serve upon such person a written notice stating the nature of the violation. Within (30) days of the date of service of the notice, a plan for the satisfactory correction thereof shall be submitted to the Authority by the User.

5.4 Show Cause Hearing

- 5.4.1 The Authority may order any User who causes or allows an unauthorized discharge to enter the POTW to show cause before the Authority Board why the proposed enforcement action should not be taken. A notice shall be served on the User specifying the time and place of a hearing to be held by the Authority Board regarding the violation, the reasons why the action is to be taken, the proposed enforcement action, and directing the User to show cause before the Authority Board why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days before the hearing. Service may be made on any agent or officer of a corporation.
- 5.4.2 The Authority Board may itself conduct the hearing and take the evidence or may designate any of its members or any officer or employee of the assigned department to:
 - a) Issue in the name of the Authority Board notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings;
 - b) Take the evidence;
 - c) Transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the Authority Board for action thereon.
- 5.4.3 At any hearing held pursuant to this Resolution, testimony taken must be under oath and may be recorded stenographically. The transcript, if recorded, will be made available to

any member of the public or any party to the hearing upon payment of the usual charges thereof.

- 5.4.4 After the Authority Board has reviewed the evidence, it may issue an order to the User responsible for the discharge, directing that, following a specified time period, the sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances shall have been installed or existing treatment facilities, devices, or other related appurtenances are properly operated. Further orders and directives as are necessary and appropriate may be issued.

5.5 Legal Action

If any person discharges sewage, industrial wastes, or other wastes into the Authority's wastewater disposal system contrary to the provisions of this Resolution, Federal or State Pretreatment requirements, or any order of the Authority, the Authority's Solicitor may commence an action for appropriate legal and/or equitable relief in the Court of Common Pleas of this county

SECTION 6 ----- PENALTY; COSTS

6.1 Civil Penalties

Any User who is found to have violated an Order of the Authority Board or who willfully or negligently failed to comply with any provision of this Resolution, and the orders, rules, regulations, and permits issued thereunder, shall be subject to penalties. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense. The Authority shall be able to seek injunctive relief for noncompliance by Industrial Users with Pretreatment Standards and Requirements. The Authority shall also have the authority to seek or assess civil or criminal penalties in at least the amount of \$1,000.00 a day for each violation by Industrial Users of Pretreatment Standards and Regulations. In addition to the penalties provided herein, the Authority Board may recover reasonable attorneys' fees, court costs, court reporters' fees, and other expenses of litigation by appropriate suit at law against the person found to have violated this Resolution or the orders, rules, regulations and permits issued hereunder. (As amended 4/8/91)

6.2 Falsifying Information

Any person who knowingly makes any false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this Resolution, or Wastewater Contribution Permit, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Resolution, shall, upon conviction, be punished by a fine or by imprisonment, or by both, as provided by State Statute; 18 PA C.S. (4903) (4904).

SECTION 7 ----- SEVERABILITY

If any provision, paragraph, word, section or article of this Resolution is invalidated by any Court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and chapters shall not be affected and shall continue in full force and effect.

SECTION 8 ----- CONFLICT

All other Resolutions and parts of other Resolutions inconsistent or conflicting with any part of this Resolution are hereby repealed to the extent of such inconsistency or conflict.

SECTION 9 ----- EFFECTIVE DATE

This Resolution shall be in full force and effect on the 13th day of March, 1984, having been approved and adopted at a regular meeting of the Authority Board held the 12th day of March, 1984

APPENDIX A

LACKAWANNA RIVER BASIN SEWER AUTHORITY
LOCAL INDUSTRIAL PRETREATMENT STANDARDS

	<u>DAILY MAXIMUM</u> (mg/l)	<u>MAX INST GRAB</u> (mg/l)	<u>SURCHARGEABLE</u> (mg/l)
BOD			350
TSS			350
NH ₃ (N)	35		
pH		6.0 – 10.0	
Oil & GREASE		100	
TEMPERATURE (Max)		104 °F	
CADMIUM	0.16		
CHROMIUM	3.12		
COPPER	1.38		
CYANIDE		0.60	
LEAD	1.16		
MERCURY	0.04		
NICKEL	0.57		
SILVER	1.89		
ZINC	1.90		
TTO	1.50	1.50	

1. ALL METALS TO BE REPORTED AS "TOTAL".
2. TTO MEANS TOTAL TOXIC ORGANICS.
3. NO INDUSTRY SHALL INCREASE THEIR AVERAGE DAILY FLOW BY MORE THAN 10% WITHOUT PRIOR APPROVAL FROM THIS AUTHORITY.
4. INDUSTRIES SUBJECT TO BIOCHEMICAL OXYGEN DEMAND AND/OR TOTAL SUSPENDED SOLIDS MONITORING WHO EXCEED THE LIMITATIONS SET, SHALL BE SUBJECT TO SURCHARGES FOR THAT EXCESS ON A QUARTERLY BASIS. ALL MONITORING OF BOD AND TSS SHALL BE CONDUCTED BY LACKAWANNA RIVER BASIN SEWER AUTHORITY PERSONNEL, UNLESS OTHERWISE MUTUALLY AGREED UPON BY THE AUTHORITY AND INDUSTRIAL USER.
5. DAILY MAXIMUM LIMITS SHALL PERTAIN TO FLOW-PROPORTIONAL COMPOSITE SAMPLES, OR WHERE APPROVED BY THE AUTHORITY, TIME-PROPORTIONAL COMPOSITE SAMPLES, OR A COMPOSITE OF A MINIMUM OF FOUR GRAB SAMPLES, (AS DEFINED IN INDIVIDUAL CONTROL MECHANISM), ALL OF WHICH WOULD PROVIDE A REPRESENTATIVE SAMPLE OF THE EFFLUENT BEING DISCHARGED.

6/14/93

APPENDIX B

**LACKAWANNA RIVER BASIN SEWER AUTHORITY
LOCAL INDUSTRIAL PRETREATMENT STANDARDS
THROOP SEWAGE TREATMENT PLANT**

	<u>DAILY MAXIMUM</u> (mg/l)	<u>MAX INST GRAB</u> (mg/l)	<u>SURCHARGEABLE</u> (mg/l)
BOD			350
TSS			350
NH3(N)	65		
pH		6.0 - 10.0	
OIL & GREASE		100	
TEMPERATURE (max)		104°F	
ARSENIC	0.122		
CADMIUM	0.046		
CHROMIUM	3.990		
COPPER	0.804		
CYANIDE		0.574	
LEAD	0.415		
MERCURY	0.0021		
MOLYBDENUM	1.595		
NICKEL	2.561		
SELENIUM	0.218		
SILVER	0.915		
ZINC	1.172		

1. ALL METALS TO BE REPORTED AS "TOTAL".
2. NO INDUSTRY SHALL INCREASE THEIR AVERAGE DAILY FLOW MORE THAN 10 % WITHOUT PRIOR APPROVAL FROM THIS AUTHORITY.
3. INDUSTRIES SUBJECT TO BOD AND/OR TSS MONITORING WHO EXCEED THE LIMITATIONS SET, SHALL BE SUBJECT TO SURCHARGES FOR THAT EXCESS ON A QUARTERLY BASIS. ALL MONITORING FOR BOD AND TSS SHALL BE CONDUCTED BY LACKAWANNA RIVER BASIN SEWER AUTHORITY PERSONNEL, UNLESS OTHERWISE MUTUALLY AGREED UPON BY THE AUTHORITY AND INDUSTRIAL USER.
4. DAILY MAXIMUM LIMITS PERTAIN TO FLOW- PROPORTIONAL COMPOSITE SAMPLES, OR WHERE APPROVED BY THE AUTHORITY, TIME-PROPORTIONAL COMPOSITE SAMPLES, OR A COMPOSITE OF A MINIMUM OF FOUR GRAB SAMPLES, (AS DEFINED IN INDIVIDUAL CONTROL MECHANISM), ALL OF WHICH WOULD PROVIDE A REPRESENTATIVE SAMPLE OF THE EFFLUENT BEING DISCHARGED.

1/14/91
6/14/93
1/15/96
10/12/98
1/8/01
3/10/03

APPENDIX C

LACKAWANNA RIVER BASIN SEWER AUTHORITY
 LOCAL INDUSTRIAL PRETREATMENT STANDARDS
 MOOSIC SEWAGE TREATMENT PLANT

	<u>DAILY MAXIMUM</u> (mg/l)	<u>MAX INST GRAB</u> (mg/l)	<u>SURCHARGEABLE</u> (mg/l)
BOD	2500		350
TSS			350
NH ₃ (N)	35		
pH		6.0 – 10.0	
OIL & GREASE		100	
TEMPERATURE (Max)		104 °F	
ARSENIC	0.005		
CADMIUM	3.155		
CHROMIUM	3.615		
COPPER	3.408		
CYANIDE		0.343	
LEAD	0.333		
MERCURY	0.015		
NICKEL	3.612		
SILVER	0.889		
ZINC	0.829		
TTO	1.50	1.50	

1. ALL METALS TO BE REPORTED AS "TOTAL".
2. TTO MEANS TOTAL TOXIC ORGANICS.
3. NO INDUSTRY SHALL INCREASE THEIR AVERAGE DAILY FLOW BY MORE THAN 10% WITHOUT PRIOR APPROVAL FROM THIS AUTHORITY.
4. INDUSTRIES SUBJECT TO BIOCHEMICAL OXYGEN DEMAND AND/OR TOTAL SUSPENDED SOLIDS MONITORING WHO EXCEED THE LIMITATIONS SET, SHALL BE SUBJECT TO SURCHARGES FOR THAT EXCESS ON A QUARTERLY BASIS. ALL MONITORING OF BOD AND TSS SHALL BE CONDUCTED BY LACKAWANNA RIVER BASIN SEWER AUTHORITY PERSONNEL, UNLESS OTHERWISE MUTUALLY AGREED UPON BY THE AUTHORITY AND INDUSTRIAL USER.
5. DAILY MAXIMUM LIMITS SHALL PERTAIN TO FLOW-PROPORTIONAL COMPOSITE SAMPLES, OR WHERE APPROVED BY THE AUTHORITY, TIME-PROPORTIONAL COMPOSITE SAMPLES, OR A COMPOSITE OF A MINIMUM OF FOUR GRAB SAMPLES, (AS DEFINED IN INDIVIDUAL CONTROL MECHANISM), ALL OF WHICH WOULD PROVIDE A REPRESENTATIVE SAMPLE OF THE EFFLUENT BEING DISCHARGED.

6/14/93
 10/12/98

APPENDIX D

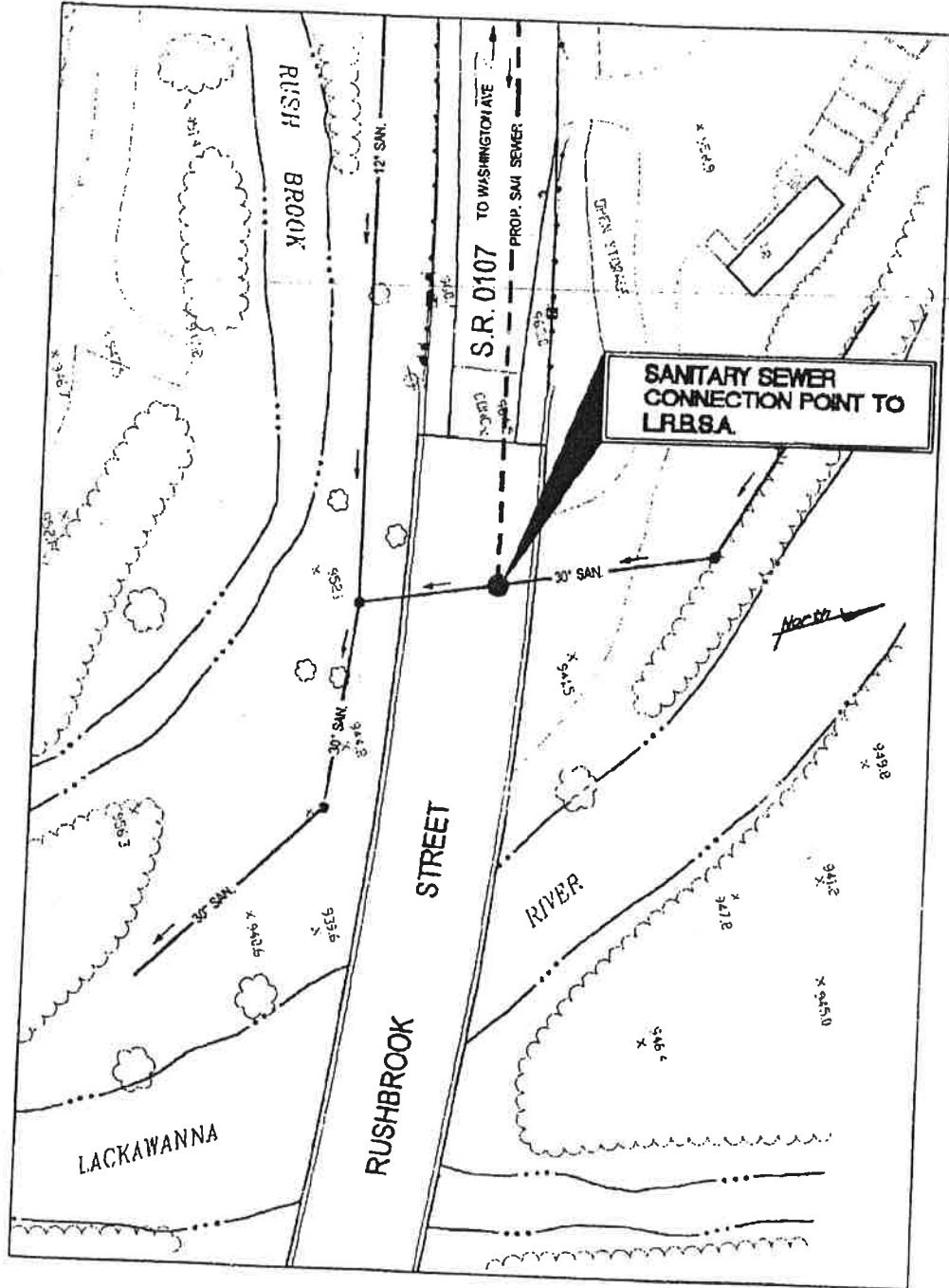
**LACKAWANNA RIVER BASIN SEWER AUTHORITY
LOCAL INDUSTRIAL PRETREATMENT STANDARDS
ARCHBALD SEWAGE TREATMENT PLANT**

	<u>DAILY MAXIMUM</u> (mg/l)	<u>MAX INST GRAB</u> (mg/l)	<u>SURCHARGEABLE</u> (mg/l)
BOD			350
TSS			350
NH3(N)	43		
pH		6.0 - 10.0	
OIL & GREASE		100	
TEMPERATURE (max)		104°F	
ARSENIC	0.184		
CADMIUM	0.069		
CHROMIUM	3.802		
COPPER	1.098		
CYANIDE		2.730	
LEAD	0.652		
MERCURY	0.0088		
MOLYBDENUM	0.395		
NICKEL	6.987		
SELENIUM	0.391		
SILVER	1.547		
ZINC	3.175		

1. ALL METALS TO BE REPORTED AS "TOTAL".
2. NO INDUSTRY SHALL INCREASE THEIR AVERAGE DAILY FLOW MORE THAN 10 % WITHOUT PRIOR APPROVAL FROM THIS AUTHORITY.
3. INDUSTRIES SUBJECT TO BOD AND/OR TSS MONITORING WHO EXCEED THE LIMITATIONS SET, SHALL BE SUBJECT TO SURCHARGES FOR THAT EXCESS ON A QUARTERLY BASIS. ALL MONITORING FOR BOD AND TSS SHALL BE CONDUCTED BY LACKAWANNA RIVER BASIN SEWER AUTHORITY PERSONNEL, UNLESS OTHERWISE MUTUALLY AGREED UPON BY THE AUTHORITY AND INDUSTRIAL USER.
4. DAILY MAXIMUM LIMITS PERTAIN TO FLOW- PROPORTIONAL COMPOSITE SAMPLES, OR WHERE APPROVED BY THE AUTHORITY, TIME-PROPORTIONAL COMPOSITE SAMPLES, OR A COMPOSITE OF A MINIMUM OF FOUR GRAB SAMPLES, (AS DEFINED IN INDIVIDUAL CONTROL MECHANISM), ALL OF WHICH WOULD PROVIDE A REPRESENTATIVE SAMPLE OF THE EFFLUENT BEING DISCHARGED.

3/13/95
10/12/98
1/8/01
3/10/03

EXHIBIT C
Sewer Connection Point Map



POINT OF CONNECTION TO L.R.B.S.A.
EXHIBIT "C"

SCALE 1" = 60'

EXHIBIT D

**LRBSA Commercial and Industrial
Permit Fee Schedule**

**Lackawanna River Basin Sewer Authority
Scott Township Service Agreement
Commercial and Industrial Permit Fee Schedule**

1st EDU	\$500.00 per EDU*
EDUs 2 thru 100	\$250.00 per EDU*
EDUs 101 thru 600	\$150.00 per EDU*
EDUs 601 and over	\$100.00 per EDU*

*** (or fraction thereof)**

An Equivalent Dwelling Unit (EDU) equals 265 gallons per day (GPD).