

PETERS CREEK SANITARY AUTHORITY
RULES AND REGULATIONS
GOVERNING SEWAGE SERVICE
COUNTY OF WASHINGTON, PENNSYLVANIA

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PETERS CREEK SANITARY AUTHORITY
COUNTY OF WASHINGTON, COMMONWEALTH OF PENNSYLVANIA

RULES AND REGULATIONS
GOVERNING SEWAGE SERVICE

SECTION I – GENERAL

- 1.01 The Board of the Peters Creek Sanitary Authority and the governing officials of Finleyville Borough and parts of Nottingham Township, Peters Township, Union Township and a small portion of North Strabane Township, Washington County, Pennsylvania, have duly adopted the following rules and regulations governing the furnishing of sewage service.
- 1.02 The Peters Creek Sanitary Authority, a body corporate and politic, existing under the laws of the Commonwealth of Pennsylvania, pursuant to the Municipality Authorities Act of 1945, approved May 2, 1945, P.L. 382, as amended, was duly organized by the Finleyville Borough on January 23, 1964 pursuant to the Municipality Authorities Act of 1935, approved June 28, 1935, P.L. 463, as amended. On July 2, 1969, Nottingham Township, Peters Township, and Union Township joined Peters Creek Sanitary Authority as approved by the Secretary of the Commonwealth on August 15, 1969.
- 1.03 The Authority is authorized by law to acquire, hold, construct, improve, maintain and operate sewage systems and facilities. The term Authority when used herein, shall mean Peters Creek Sanitary Authority.
- 1.04 These Rules and Regulations shall govern and control the furnishing of sewage services, and shall be a part of each application for service and be a part of each contract with each person, any political subdivision, and such other parties; and every such person, political subdivision, and such other parties agree to be bound by these Rules and Regulations and applicable Schedule of Rates.
- 1.05 The Authority reserves the right to amend, revise, change, update and/or modify these Rules and Regulations and applicable Schedule of Rates.

SECTION II – DEFINITIONS

- 2.01 **AUTHORITY** – The word “Authority,” whenever the same appears herein, means the Peters Creek Sanitary Authority, a body corporate and politic, organized and existing under the laws of the Municipal Authorities Act and the Commonwealth of Pennsylvania.
- 2.02 **AUTHORITY SPECIFICATIONS** – The term “Authority Specifications” whenever the same appears herein means the PCSA Rules and Regulations, the Construction Specifications Manual and Sanitary Sewer Line Extension Procedures, the Building Sewer Lateral Specifications, and the Dye Test & Additional Infiltration/Inflow Remediation Private Lateral Requirements, inclusive.
- 2.03 **BIOCHEMICAL OXYGEN DEMAND** – The term “B.O.D.,” (denoting biochemical oxygen demand), as used herein, shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5)

days at 20 degrees C., expressed in parts per million by weight. The B.O.D. shall be determined by one of the acceptable methods described in the latest edition of “*Standard Methods for the Examination of Water and Wastewater*”, published by the American Public Health Association.

- 2.04 BOROUGH – The word “Borough,” wherever the same appears herein, means Finleyville Borough, Washington County, of the Commonwealth of Pennsylvania.
- 2.05 BUILDING DRAIN – The term “Building Drain,” as used herein, shall mean that part of the lowest horizontal piping of a private drainage system which receives the discharge from waste and other drainage pipes inside the walls of the building and conveys it to the Building Sewer, beginning at a minimum of five feet (5’) and maximum of ten feet (10’) from the outside of the outer face of the building wall or as approved by the Authority on existing structures.
- 2.06 BUILDING – OCCUPIED – The term “Occupied Building” shall mean any structure erected and intended for continuous or periodic habitation, occupancy or use by human beings or animals, and from which structure sanitary sewage and Industrial Wastes, or either thereof, is or may be discharged.
- 2.07 BUILDING SEWER – See SEWER – TYPES
- 2.08 CHARGES FOR SEWAGE SERVICE – MISCELLANEOUS BASES – The term “Miscellaneous Bases” means the miscellaneous bases the Authority may use for determination of Sewage Service Charges.
- 2.09 CHARGES FOR SEWAGE – A minimum charge or more, as set forth in the Schedule of Rates, including Debt Service Charge, will be made against all Premises that are provided with a sewer line service connection, unless water service is discontinued by the water service provider. Minimum charges will be made against all Premises that abut on sewage facilities of the Authority and are located within one hundred and fifty feet (150’) thereof, until final billed from Pennsylvania American Water Company (PAWC) or final billed as a private Customer. All such charges against the properties to be made a lien thereon, to be liened and collected against the property in name of the Owner, reputed Owner, occupier, mortgagee, or anyone beneficially interested therein, as claims are liened and collected under the Municipal Claims Law of the Commonwealth of Pennsylvania. The principle of Multiple Billing shall apply also in cases where multiple Premises are involved, as hereinafter outlined.
- 2.10 CHARGES FOR SEWAGE – MULTIPLE BILLING – The term “Multiple Billing” shall mean the basis for computing Charges for Sewage Service in all cases where more than one Premises is served through one water meter or a water meter installation (a meter installation being defined as an installation that includes two or more meters placed at one or more locations for the purpose of serving one or more Premises in a building or related group of buildings, in a facility or related group of facilities, in an area or related group of areas, and in such other properties; more than one meter generally being provided to allow flexibility of operation, to furnish adequate capacity, to permit more accurate measurement of water, due to the physical layout of the property, and for such other reasons); and the basis for Charges for Sewage Service in all cases where more than one Premises is served through one Premises or Building Sewer. The procedure for such billing as outlined in the

Authority Specifications and summarized as follows; the general principles of Multiple Billing to apply also when charges are subject to a unit charge basis.

- 2.101 Number of Premises – The potential number of Premises in any building or group of buildings, and the charges, therefore, are subject to determination by the Authority prior to original approval of the Authority to furnish water and/or sewage services, and are subject to determination subsequent to any alterations, additions or changes in the building or group of buildings. The Customer or Customers, shall notify the Authority promptly relative to any changes in the number of Premises. The number of premises at any time always being subject to determination by the Authority.
- 2.102 Different Types of Property Use – This regulation shall apply regardless of whether a business may be owned by a Customer who is also receiving household sewage service through the same Building Sewers, or the two or more Premises and/or as located in one building or in different buildings, regardless of the ownership of the property or business.
- 2.103 Billing of Tenant – Should the Owner desire that the Authority conduct business directly with the tenant of each Premises, he/she must first provide physical means of billing and collecting the Service Charges. Ultimately, the Owner of the property is responsible for the charges incurred.
- 2.104 Sewage Service Charges Based on Flat and Fixture Rates – The total charge for sewage service based on flat rates shall be equal to the current Flat Rate charge for each Premise plus the current Debt Service Charge multiplied by the number of Premises (Equivalent Dwelling Units (EDUs)) i.e., (flat rate + debt service) x EDUs = Total Charge.
- 2.105 Sewage Service Charges Based on Water Consumption – The total charges based on water consumption shall be determined as follows:

The use of water for each billing period for all Premises shall be equal to the total number of gallons registered by the water meter or meter installation. The use of water for each billing period for all Premises shall provide the basis for billing.

The total charge for sewage service shall be equal to the minimum charge plus additional water consumption over 2,000 gallons for each Premise (Equivalent Dwelling Unit (EDU)) plus Debt Service Charge multiplied by the number of (EDUs) determined, i.e., (Minimum Water Consumption + additional gallons used over 2,000 gallons + debt service) x EDUs. The total charges shall be submitted to the Customer or Customers as the proper charges for sewage service furnished to the type of building and/or buildings included hereunder.

The total charge for each Premise is to be the minimum charge plus charges for all water in excess of the allowance in gallons in accordance with the Schedule of Rates plus Debt Service Charge.

- 2.106 Sewage Service Charges – Miscellaneous Bases – The Authority may use miscellaneous bases for determination of Sewage Service Charges, such other methods to be subject, essentially, to the general principles just outlined and to the Schedule of Rates.
- 2.11 CHARGES FOR SEWAGE SERVICE – NORMAL – The “normal” Charges for Sewage Service will be based on the published Schedule of Rates of the Authority and be subject to the various bases for billing as set forth herein and/or as set forth in the published Schedule of Rates including Debt Service Charges.
- 2.12 CHLORINE REQUIREMENT – The term “Chlorine Requirement” shall mean the amount of chlorine, in parts per million by weight, which must be added to sewage to produce a specified residual chlorine content or to meet the requirements of some other objective, in accordance with procedures set forth in “*Standard Methods for the Examination of Water, Sewage and Industrial Wastes*,” published by the American Public Health Association.
- 2.13 COMBINED SEWER – See SEWER – TYPES
- 2.14 COMMERCIAL SERVICE – See SERVICE – TYPES
- 2.15 CUSTOMER – The word “Customer,” as used herein, means the Owner or Tenant (or authorized agent e.g. builder), as later defined, contracting for and obtaining sewage service for one or more Premises, and the word “Customers” means also contracting for and using service.
- 2.16 DATE OF PRESENTATION – The date upon which a bill or notice is mailed, as evidenced by the United States Post Office postmark.
- 2.17 DOMESTIC SERVICE – See SERVICE – TYPES
- 2.18 EQUIVALENT DWELLING UNIT (EDU) – The term shall mean a single-family dwelling, part of a multiple family dwelling, commercial, or industrial establishment with sewage flows less than or equal to the gallons per day quantity per EDU outlined by the Authority, as determined by sewage flow estimates based on generally accepted standards in the industry and approved by the Authority.
- 2.19 GARBAGE – The term “Garbage,” as used herein, shall mean solid wastes from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce.
- 2.20 GARBAGE – PROPERLY SHREDDED – The term “Garbage – Properly Shredded,” as used herein, shall mean the wastes from the preparation, cooking and dispensing of food that has been shredded to such degree that all particles will be carried freely in suspension under the flow conditions normally prevailing in Public Sewers, with no particle greater than one half inch (1/2”) in any dimension.
- 2.21 INDUSTRIAL SERVICE – See SERVICE – TYPES
- 2.22 INDUSTRIAL WASTES – The term “Industrial Wastes” as used herein, means any liquid, gaseous or water-borne wastes from industrial processes or commercial establishments, as distinct from sanitary sewage.

- 2.23 INDUSTRIAL WASTES – ABNORMAL – The term “Abnormal Industrial Wastes” shall mean any Industrial Waste having a suspended solids content or B.O.D. appreciably in excess of that normally found in municipal sewage. For the purpose of this regulation, any Industrial Waste containing more than 350 parts per million of suspended solids, or having a B.O.D. in excess of 300 parts per million, shall be considered an abnormal Industrial Waste, regardless of whether or not it contains other substances in concentrations differing appreciably from those normally found in municipal sewage.
- 2.24 INTERCEPTING SANITARY SEWER – See SEWER – TYPES
- 2.25 LATERAL SANITARY SEWER – See SEWER – TYPES
- 2.26 MAIN SANITARY SEWER – See SEWER – TYPES
- 2.27 MUNICIPALITY – The word “Municipality” shall mean the Borough of Finleyville and/or Townships of Nottingham, Peters, Union and North Strabane.
- 2.28 MUNICIPAL OR PUBLIC SERVICE – See SERVICE – TYPES
- 2.29 NATURAL OUTLET – The term “Natural Outlet,” as used herein, shall mean any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.
- 2.30 OWNER – The word “Owner,” wherever the same appears herein, means the person, firm or corporation or association having an interest as Owner, or a person, firm or corporation representing itself to be the Owner, whether legal or equitable, sole or only partial, in any Premises which is or is about to be furnished sewage service by the Authority, and the word “Owners” means all so interested.
- 2.31 PARTS PER MILLION – The term “Parts Per Million” shall mean a weight-to-weight ratio; the parts-per-million value multiplied by the factor 8.345 shall be equivalent to pounds per million gallons of water.
- 2.32 PENNSYLVANIA AMERICAN WATER COMPANY – “Pennsylvania American Water Company” or “PAWC” shall mean the company (or successor or assigns) providing water service to Finleyville Borough and parts of Nottingham Township, Peters Township, Union Township and a small portion of North Strabane Township.
- 2.33 PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION – “Pennsylvania Department of Environmental Protection” or “PADEP” shall mean the Pennsylvania Department of Environmental Protection or its duly constituted successor.
- 2.34 pH – The term “pH,” as used herein, shall mean the logarithm (Base 10) of the reciprocal of the weight of hydrogen ions in grams per liter of solution. The pH shall be determined by one of the acceptable methods described in the latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association.
- 2.35 PREMISES – The word “Premise” or “Premises,” as used herein, shall mean the property or area, including the improvements thereon, to which sewage service is or will be furnished, and as used herein shall be defined as follows:

- a. Single Family Dwelling – Each single-family detached dwelling to be exclusively occupied for residential purposes shall be classified as a separate Premise.
- b. Multiple Family Dwelling – Each private residential unit in every duplex or rowhouse, every garden apartment, townhouse, or other multi-family apartment building to be used exclusively for occupied residential purposes, shall be classified as a separate Premise.
- c. Transient Residential – Each group of rooms within the confines of the development of a motel, hotel, dormitory, or other group housing occupied, shall be classified as a separate Premise.
- d. Business or Commercial Use – Each business or commercial unit within a building or buildings, and to be occupied for business, commercial or other non-residential purpose not a subject of any other classification appearing in these Rules and Regulations shall be classified as a separate Premise.
- e. Church Use – Each sanctuary, manse, parish house, rectory or other such building occupied as used for public or private religious worship or related uses shall be classified as a separate Premise.
- f. School Use – Each building occupied within the confines of any institution for teaching or learning shall be classified as a separate Premise.
- g. Trailer – Each trailer to be exclusively occupied for residential, business, or commercial purposes, shall be classified as a separate Premise.
- h. Accessory Building – Each individual or separate residential or commercial unit located on the same parcel but separate from the principal structure and is used for purposes incidental to the principal structure. Billing will be determined by the Authority review of the structure being occupied and whether a separate water meter exists. Final determination will be based on these factors and any other factor at the discretion of the Authority.

All integral, non-integral accessory building, trailer, etc. that have plumbing facilities, including drains, must be connected into a separate Building Sewer and have their own fresh air vent, wet vented trap, cleanout(s), site tee, and meet all other PCSA requirements, if there is a separate water meter and all applicable rates according to the Schedule of Rates and charges apply. If only one water meter is installed for the principal structure plus an accessory building(s) for separate buildings on one property, all Building Sewer Lateral requirements, and all applicable rates according to the Schedule of Rates apply and an additional Equivalent Dwelling Unit (EDU) will be added with treatment charge bill plus an additional Debt Service Charge. If the non-integral accessory building, trailer, etc. on the same property is a living quarter and has a separate water meter, then PCSA requires a separate Building Sewer and a separate EDU and treatment charge bill plus a separate Debt Service Charge. PCSA reserves the right to review separate Building Sewer requirements, EDU charges, and Debt Service Charges.

The term “Physical Conditions,” as used elsewhere herein, shall apply only to such situations as relate to the plumbing layout, property topography on the Premises, or as

determined by the Authority. All Building Sewers, as defined herein, shall be installed in accordance with all requirements relative thereto, and shall be connected only to main lines abutting the property and owned by the Authority, except as otherwise provided. Such Building Sewers are to extend from the street in a straight line, at right angles to the street, to the Premises where possible. All proposed installations must be approved by the Authority prior to installation.

The Charges for Sewage Service in all cases where more than one Premise is served through one Premise or Building Sewer shall be determined as set forth in detail in the Authority Specifications and Schedule of Rates.

- 2.36 PUBLIC SEWER – See SEWER – TYPES
- 2.37 RATE SCHEDULE SHEET – The term “Rate Schedule Sheet” shall mean an individual sheet of Rate Schedules and Regulations of Authority.
- 2.38 RATES – SCHEDULE OF – The term “Schedule of Rates” shall mean the entire body of effective rates, rentals, charges and regulations, as published and made a part hereof.
- 2.39 SANITARY SEWER – See SEWER – TYPES
- 2.40 SANITARY SEWER SYSTEMS – The term “Sanitary Sewer Systems” shall mean all separate Sanitary Sewers, all sewage pumping stations, all sewage treatment works and all other facilities provided for the collection, transportation and treatment of sanitary sewage and Industrial Wastes with their appurtenances and any additions, extensions or improvements thereto that may be made as determined by the Authority.
- 2.41 SANITARY WATER BOARD – The term “Sanitary Water Board” shall be construed to mean the Sanitary Water Board of the Pennsylvania Department of Environmental Resources, now commonly referred to as the Pennsylvania Department of Environmental Protection or its duly authorized successor.
- 2.42 SERVICE CHARGE – The term “Service Charge” shall mean the basic assessment levied on all users of the Public Sewer System whose wastes do not exceed in strength the concentration values established as representative of normal sewage.
- 2.43 SERVICE LINES – SEWER – See SEWER – TYPES – BUILDING SEWER
- 2.44 SERVICE – TYPES
 - 2.441 Commercial Service – Provisions of sewage service for Premises where the Customer is engaged in trade and/or commerce.
 - 2.442 Domestic or Residential Service – Provisions of sewage service for residential Premises.
 - 2.443 Industrial Service – Provision of sewage service for Premises where the Customer is engaged in manufacturing or process industries.

- 2.444 Municipal or Public Service – Provision of sewage service to a municipal subdivision of the Commonwealth of Pennsylvania or Agency thereof, or to other similar public bodies.
- 2.445 School Service – Provision of sewage service to public, private and other types of schools.
- 2.446 Temporary Service – A service for bazaars, fairs, construction work, trailers or trailer camps and similar uses that because of their nature will not require permanent or steady service.
- 2.45 **SEWAGE** – The word “Sewage,” as used herein, shall mean a combination of the water-carried wastes from residences, business buildings, institutions and industrial establishments, together with such ground, surface or stream water as may be present.
- 2.46 **SEWAGE AGENCY** – The term “Sewage Agency,” if used herein, shall mean the Peters Creek Sanitary Authority, the incorporating municipalities designating the Authority as the Sewage Agency, with the power to regulate and control the financing, design, construction and operation of Sanitary Sewage Systems, and to establish all schedules of fees, rates and charges.
- 2.47 **SEWAGE – SANITARY** – The term “Sanitary Sewage” shall mean the normal water-carried household and toilet wastes from residences, business buildings, institutions, industries, and commercial establishments, exclusive of storm water runoff, surface water or ground water.
- 2.48 **SEWAGE SERVICE CONNECTION** – The term “Sewage Service Connection” shall be intended to mean the connection of a sewer carrying sewage to the Sanitary Sewer System.
- 2.49 **SEWAGE TREATMENT PLANT** – The term “Sewage Treatment Plant,” as used herein, shall mean any arrangement of devices and structures used for treating sewage.
- 2.50 **SEWAGE WORKS** – The term “Sewage Works,” as used herein, shall mean all facilities for collecting, pumping, treating and disposing of sewage.
- 2.51 **SEWER EXTENSIONS** – The term “Sewer Line Extensions” shall mean extensions of sewer lines, exclusive of building or service connections, beyond existing facilities.
- 2.52 **SEWER – TYPES** – The word “Sewer,” as used herein, shall mean a pipe or conduit for carrying sewage, and the following different classifications of sewers as defined:
- 2.521 Building Drain – The term “Building Drain,” as used herein, shall mean that part of the lowest horizontal piping of a private drainage system which receives the discharge from waste and other drainage pipes inside the walls of the building and conveys it to the Building Sewer, which begins at a point five feet (5’) outside the outer face of the building wall or as approved by the Authority for existing structures.
- 2.522 Building Sewer – The term “Building Sewer” or “Sewer Service Line,” or “Building Sewer Lateral,” or “Private Sanitary Sewer Lateral,” as used herein, shall mean the Customer’s Private Sanitary Sewer Line from the inside plumbing of the structure to the Building Drain to the Main Sanitary

Sewer or the Public Sewer or other place of disposal. These terms “Building Sewer”, “Sewer Service Line”, “Building Sewer Lateral,” or “Private Sanitary Sewer Lateral” also includes the wye branch, any stubbed pipe, and/or physical connection to the Main Sanitary Sewer or the Public Sewer.

- 2.523 Building Sewer Connection – The term “Building Sewer Connection” shall mean the connection of the Sewer Service Line to the Public Sewer.
- 2.524 Combined Sewer – The term “Combined Sewer,” as used herein, shall mean a sewer receiving both surface or storm water runoff and sanitary sewage.
- 2.525 Intercepting Sanitary Sewer – The term “Intercepting Sanitary Sewer,” as used herein, shall mean a sewer into which the sewage from all main and other sewers is discharged.
- 2.526 Main Sanitary Sewer – The term “Main Sanitary Sewer” or “Trunk Sewer,” as used herein, shall mean a sewer that is a main stem or artery of the sewer system.
- 2.527 Public Sewer – The term “Public Sewer,” as used herein, shall mean a sewer in which all Owners of abutting properties have equal rights and is controlled by public Authority.
- 2.528 Sanitary Sewer – The term “Sanitary Sewer,” as used herein, shall mean a sewer which carries sanitary sewage and to which storm, surface and ground waters are intentionally admitted.
- 2.529 Storm Sewer – The term “Storm Sewer” or “Storm Drain,” as used herein, shall mean a sewer which carries storm and surface waters and drainage, but excludes sewage and polluted Industrial Wastes, where water made intentionally dirty by use is not admitted.
- 2.5210 Sub-Main Sanitary Sewer – The term “Sub-Main Sanitary Sewer” or “Branch Sewer,” as used herein, shall mean a sewer into which the sewage from two or more laterals is discharged.
- 2.53 SHALL – MAY – The term “shall” mean mandatory, and the term “may” mean permissible.
- 2.54 SLUG – The word “Slug” shall mean any discharge of water, sewage or Industrial Waste which, in concentration of any given constituent or in quantity of flow, exceeds for any period of longer duration than fifteen minutes more than three times its average hourly concentration of flow.
- 2.55 STORM SEWER – See SEWER – TYPES
- 2.56 STORM WATER RUNOFF – The term “Storm Water Runoff” shall mean that portion of the rainfall that is drained into the sewers.
- 2.57 SUB-MAIN SANITARY SEWER – See SEWER – TYPES

- 2.58 SURCHARGE – The word “Surcharge” shall mean the assessment in addition to the Service Charge which is levied on those persons whose waste is greater in strength than the concentration values established as representative of normal sewage.
- 2.59 SUSPENDED SOLIDS – The term “Suspended Solids,” as used herein, shall mean solids that either float on the surface of, or are in suspension in, water, sewage, or other liquids, and which are removable by a laboratory filtration device. The quantity of suspended solids shall be determined by one of the acceptable methods described in the latest edition of “*Standard Methods for the Examination of Water and Wastewater*”, published by the American Public Health Association.
- 2.60 TEMPORARY SERVICE – See SERVICE – TYPES
- 2.61 TENANT – The word “Tenant,” as used herein, means anyone occupying Premises under lease from a lessor and/or occupant of Premises with permission of the Owner, in any Premises which is about to be or can be furnished sewage service by the Authority.
- 2.62 TOWNSHIP – The word “Township,” wherever the same appears herein, means any or all of the incorporating Townships, namely, Nottingham, Peters, and Union, and North Strabane, County of Washington, of the Commonwealth of Pennsylvania, political subdivisions of the Commonwealth of Pennsylvania.
- 2.63 WATERCOURSE – The word “Watercourse,” as used herein, shall mean a channel in which a flow of water occurs, either continuously or intermittently.
- 2.64 WASTES – INDUSTRIAL – See INDUSTRIAL WASTES
- 2.65 WASTE OR WATER – UNPOLLUTED – The term “Unpolluted Water or Waste” shall mean any water or waste containing none of the following: free or emulsified grease or oil; acid or alkali; phenols or other substances imparting taste and odor to receiving waters; toxic or poisonous substances in suspension, colloidal state, or solution; obnoxious or odorous gases. It shall not contain more than 10,000 parts per million by weight of dissolved solids, of which not more than 2,500 parts per million shall be as chloride, and not more than ten parts per million each of suspended solids and B.O.D. The color shall not exceed fifty parts per million. Analysis for any of the above-mentioned substances shall be made in accordance with the latest edition of “*Standard Methods for the Examination of Water and Wastewater*”, published by the American Public Health Association.

SECTION III – CONDITIONS OF SERVICE

- 3.01 GENERAL – The Authority will furnish sewage service only in accordance with the currently prevailing, and as hereinafter revised, Schedule of Rates and the Authority Specifications, which the Schedule of Rates and Authority Specifications are reviewed as part of every application, contract, agreement, or license entered into between the property Owner or Customer of the Authority.
- 3.02 The Authority hereby reserves the right, so often as it may deem necessary, to alter, amend, and/or repeal the Schedule of Rates and/or the Authority Specifications, or any part, and in whole or in part, to substitute a new Schedule of Rates, Authority Specifications, which

altered and/or amended a new Schedule of Rates, Authority Specifications shall forthwith, without notice, become and thereafter be a required part of every such application, contract, agreement, or license for sewage service in effect at the time of such alteration, amendment and/or adoption.

- 3.03 The furnishing of sewage services to Premises, even though located on properties included under agreements with the Authority and/or others, may be refused if sewage flows therefrom are found or are estimated to be excessive, and/or the character of the sanitary wastes being or to be discharged therefrom is determined to be unsatisfactory.
- 3.04 Maintenance and repair of the Building Sewers, Building Sewer Connection, or Building Drain, as well as the cost thereof, will be the responsibility of the user and/or property Owner. No work shall be done on any Building Sewer, Building Sewer Connection, or Building Drain without prior approval by the Authority, and all work shall be subject to inspection during performance. No work shall be done in any Right-of-Way of any street, roadway or any street or alley, or private right of way without first obtaining a permit from the Authority and of the controlling municipal subdivision and/or Governmental body. The Authority (at its sole discretion) may exercise the right to do all work with respect to connections to the Main Sanitary Sewers and bill the user and/or property Owner for such work to be done in accordance with requirements set forth later herein. A twenty-four (24) hour notice must be given to the Authority prior to any work being done on any part of the Building Sewer or Building Drain, and approval therefore obtained.

SECTION IV – APPLICATIONS AND CONTRACTS FOR CONNECTION AND SEWAGE SERVICE

- 4.01 GENERAL – The Authority only permits public sanitary sewer within the Authority, Service Area. However, requests involving sewage service outside of the service area will require further review and need to be approved by the Authority Board of Directors. If approved, the Authority will review with the municipality of where said premise is located, and require approved, signed documentation from all applicable agencies.
- 4.02 The furnishing of sewage services to Premises in the service area of the Authority will be in accordance with the following requirements set forth herein and the requirements as just set forth.
- 4.03 A Single Family Dwelling is permitted to be furnished with sewage services if the property is partially located within the service area of the Authority.
- 4.04 For subdivisions, only the portion of the property within the service area of the Authority is permitted to be furnished with sewage services.
- 4.05 **APPLICATION FOR SEWER CONNECTIONS AND SEWAGE SERVICE FOR SUBDIVISIONS** – A developer/building contractor owning property within the Authority's service area desiring to enter into a contract providing for sewage service to all properties located in the Municipality or a certain drainage area, excluding such properties as previously set forth, specifically those properties located outside of the service area of the Authority, shall submit a written application to the Authority, prepared on the form furnished by the Authority. Subsequent to submission of an application, a Developer's

Agreement and Escrow Deposit, and compliance with all Authority Specifications shall be required.

- 4.06 The furnishing of sewage service, subsequent to the execution of a Developer's Agreement, shall then be subject to the submission of applications for sewer connections and/or service by the Authority for each Premises or group of Premises, and the approval thereof. Such applications are to be accompanied by such data as later herein set forth, and as required to allow the analysis of such service by the Authority of each individual Premises.
- 4.07 **APPLICATION FOR SEWER SERVICE CONNECTION – INDIVIDUAL PREMISES** – A written application, prepared on the form furnished by the Authority, must be submitted to the Authority for the purpose of requesting the installation of a Building Sewer Connection to each Premise, or group of Premises where an individual sewer connection is permitted, in accordance with the Authority Specifications. Said application to be subject to such service connection fees and charges currently in effect for each of the respective service areas, which application, together with the Authority Specifications, shall regulate and control the service to such Premises. Said application to be submitted for the Authority's review and approval of at least thirty (30) days (or sooner if mutually agreed to by the Authority) before the connection is required. The installation of all Building Sewers shall be in accordance with the requirements later set forth herein. All applications must be accompanied by Authority required documents as set forth herein. The submission of the application must be in strict accordance with the Authority Specifications.
- 4.08 **SEWAGE SERVICE – INDIVIDUAL PREMISES** – Application for new sewage service can be made by calling the Authority office. Said reporting may be the Owner of the Premise or their duly authorized agent, or the new tenant, subject to the Authority exercising the right to require that the property Owner act as guarantor for all bills rendered.
- If the Tenant neglects to make such payments within the time specified, the Property Owner shall be responsible for any delinquencies, according to the Authority Specifications, which shall regulate and control the service for the Premises.
- 4.09 **APPROVAL OF APPLICATIONS** – Applications are merely written requests for Building Sewer Connections and sewage service. All applications are subject to approval of the Authority, or its authorized agent, and are subject to payment of the required fees and compliance with all Authority Specifications relative thereto, prior to commencement of the work or service requested therein.
- 4.10 **APPLICATION AND CONTRACT** – The application for sewage service shall be a binding contract on both the Customer and the Authority, upon approval by the Authority; and in all instances where the Customer is a Tenant, the Owner of the Premises occupied by the Tenant shall be party to the contract. Specific rates for service as determined by the Authority shall accrue from the time of the billing date for the Premises. Service shall begin upon activation of the water service for the Premises.
- 4.11 **CONTRACT WITH DELINQUENTS** – No application and/or agreement will be entered into by the Authority with any applicant for sewage service, whether Owner or Tenant, until all arrears for service, bills for work, or other charges due by the applicant at any Premises now or theretofore owned and/or occupied shall have been paid or until satisfactory arrangements for payment of such unpaid bills shall have been made.

- 4.12 **TERM OF CONTRACT** – All contracts covering sewage service shall continue in force from month to month or billing period unless notice is given by the Customer of a desire to terminate the contract by calling Pennsylvania American Water. When notice, as mentioned before, is given by the Customer of a desire to terminate the contract, billing will continue until the service billing dates have been final billed which can be up to 6 weeks after the final reading date by Pennsylvania American Water. Charges will be made for sewage until such notice, providing (a) the Authority is notified by the Customer that the building is torn down (b) the facilities cease to be used or (c) the Premises sold, and the new Owner enters into a contract with the Authority for services.
- 4.13 **SPECIAL CONTRACTS** – The Authority as determined, may require, prior to approval of service, special contracts other than applications, under the following conditions:
- a. If required by provisions in the Schedule of Rates, the duration of the contract will be as specified in the schedule.
 - b. If the construction of extension and/or other facilities is necessary.
 - c. For providing Temporary Service, including sewage service for building or other special purposes.
 - d. For connections with other qualified utilities.
 - e. For sewer extensions from the sewage system, whether such facilities are to be conveyed to the Authority.
 - f. If deemed necessary by the Authority.
- 4.14 **GOVERNMENTAL REGULATIONS AS PART OF CONTRACT** – All contracts for sewage service shall be subject to the following provisions:
The Contracts shall, always, be subject to such changes or other modifications as may be directed by action of the Legislature of the Commonwealth of Pennsylvania or other regulatory body, to meet the more stringent Authority Specifications, if applicable.
- 4.15 **INDIVIDUAL LIABILITY FOR JOINT SERVICE** – Two or more parties who join to make application for service shall be jointly and severally liable and shall be sent periodic bills. The Authority reserves the right, in such individual cases, when deemed necessary, to make one or more of said parties the guarantor for payment of said bill and to send a single bill.
- 4.16 **NEW APPLICATION UPON CHANGE IN OWNERSHIP OR TENANCY OR CONDITIONS OF USE** – A new application for sewage service can be made by calling the Authority office. Upon notification, any change in ownership of the property when the Owner is the Customer, or in any tenancy where the Tenant is the Customer, or in the service, as described in the application, and the Authority shall have the right, upon ten (10) days' notice, to discontinue the service until such new application and/or notification has been made and approved. Upon change of ownership, the responsibility of complying with the foregoing is upon the buyer and seller, and their failure to do so makes both parties liable for any obligation owing which may be collected from either or liened against the property in either's name.

- 4.17 **CHANGE IN SERVICE** – In connection with a change in service, any Customer making any material change in size, character or extent of equipment or operation utilizing sewage service, or whose change in operations results in a substantial increase in the flow of sewage or Industrial Waste, shall immediately give the Authority written notice of the nature of the change and, if necessary, amend the application.
- 4.18 **RENEWAL OF SERVICE** – Sewage service will be renewed under a proper application and/or notification when the conditions under which such service was discontinued are corrected, and upon the payment of all charges provided in the Schedule of Rates or Authority Specifications due from the applicant.
- 4.19 **CONDITION OF PLUMBING SYSTEM** – The piping, plumbing and fixtures on the property of the Customer are assumed to be in satisfactory condition at the time service facilities are connected and service furnished. The Authority will not be liable in any case for any accidents, breaks, or leakage that in any way are due to the connection to the Premises. The Authority, therefore, in connection with sewage service, may terminate such service if the plumbing and sanitary drainage system is not in accordance with the Authority Specifications and require the repair of the system before resuming service. All piping, plumbing, Building Sewer, and related work on the Premises shall be in accordance with the Authority Specifications. Relative to plumbing and building drainage, all facilities shall be in accordance with all local, County, and State regulations, except if the Authority requires more adequate and higher quality facilities, the requirements of the Authority shall apply. The Authority reserves the right to reject any prior inspections completed by the Authority.

SECTION V – DEPOSITS

- 5.01 **GENERAL** – The following general conditions shall apply to deposits in connection with applications for temporary sewage service:
- a. Cash deposits are required from Customers taking service for a temporary period in an amount equal to the estimated gross bill for such temporary period. Cash deposits may be required with all applications for service and will be required in all cases involving contracts with Tenants, provided that, in no instance, will deposits be required more than the estimated gross bill for any single billing period plus one month, plus a penalty of 5% and 1% on balance after 60 days, and shall not be less than a minimum charge as currently in effect. Such deposits may be refunded subject to the establishment of satisfactory payment records, over a period of eight quarters, and in accordance with the conditions set forth in the Schedule of Rates. A review of the payment records will be made in at least three months after the period of eight quarters.
 - b. The payment of any bill for temporary service within the meaning of the Authority Specifications shall be payment of the bill on or before the end of the month in which the bill is rendered, or the payment of any contested bill, payment of which is withheld beyond the period herein set forth. Any contested bill may be paid without penalty if the dispute is terminated substantially in favor of the Customer, and if the payment is made by the Customer within ten (10) days thereafter.

- c. The deposit will not bear interest.
- d. Any Customer having a deposit for temporary service, will pay bills for service as rendered, in accordance with the Authority Specifications, and the deposit shall not be considered as payment on account of a bill during the term the Customer is receiving service. Upon the discontinuance of service to a Customer for any reason set forth in the Authority Specifications, the Authority may apply the deposit of such Customer to the payment of an unpaid bill for service and may retain any deposit as security against payment for minimum charges applicable against the property if such Premises are to be vacated.
- e. When the Customer desires to discontinue temporary service, the Authority will refund the deposit upon the return of deposit receipt, properly signed, together with payment in full for all service rendered, and a notice to discontinue service, said notice to be rendered in accordance with the conditions set forth herein; except that no refunds will be made until and unless a proper deposit is made or security for payment of minimum charges against a property or a proper deposit is made by or for a new Customer, or such other required deposits are made with the Authority.
- f. All new temporary connections to the system shall be subject to such tapping and/or connection fees currently in effect for the separate districts and, where the building line is already installed, the Premises shall be subject to such connection fees currently in effect for the separate districts; unless said connections are made pursuant to a contract between the Authority and Customer, then the fees set forth therein shall be charged.
- g. All tapping and/or connection fees for temporary service as related to sewage systems are required to be paid in advance; but, if for any reason they are not, they are hereby made a lien against the property, to be liened and collected against the property in the name of the Owner, reputed Owner, occupier, mortgagee, or anyone beneficially interested therein as claims are liened and collected under the Municipal Claims Law of the Commonwealth of Pennsylvania. The Authority shall have the right to discontinue water service for nonpayment of sewage tapping and/or connection fees.
- h. The Owner and/or the purchaser of any temporary service property transferred which is now or hereafter connected with the system shall immediately notify the Authority of the change of ownership; and the new Owner or their duly authorized agent shall immediately make application and/or notification for service; and, upon failure to do so, the Authority shall have the right, upon ten (10) days' notice, to discontinue the service until such new application has been made and approved.

SECTION VI – BUILDING SEWERS AND CONNECTIONS

- 6.01 **GENERAL** – All Building Sewers and connections to the system of the Authority shall be subject to submission of an application to the Authority, approval of the application, and compliance with all requirements previously set forth, all requirements as follows and with any supplemental detailed regulations relative to design and installation of Building Sewers (according to the most recent Authority Specifications).
- 6.02 No unauthorized person shall uncover or make any connections with or openings into, use, alter or disturb any sewer including manholes owned by the Authority without first having received approval from an Authority representative or Authority authorized representative and the Authority representative must be present. Permission to use the Building Sewer will not be granted until all fees are paid and after a physical inspection of the installation is made by an Authority authorized representative and a determination made that said service line is constructed to exclude all storm water, downspouts and such other illegal connections, and all Industrial Wastes prohibited herein are excluded.
- 6.03 All systems, other than those owned by the Authority, shall be subject to the current Authority Specifications set forth herein or to regulations establishing higher standards.
- 6.04 All costs and expenses incidental to the installation and connection of the Building Sewer shall be borne by the Owner. The Owner shall indemnify the Authority for any loss or damage that may directly or indirectly be caused by the installation of the Building Sewer. All costs and expenses incident to maintenance, repair, replacement, and other work in connection with Building Sewers shall be borne by the Owner.
- 6.05 All work in public streets, roads, alleys, public Rights-of-Way, and other public property shall be approved by the governing agency controlling such areas and the Authority. The Authority must receive a copy of all such approvals. If the Customer does not complete the required connection to the Main Sanitary Sewer within a reasonable time period as determined by the Authority. The Authority exercises the right to do all work with respect to connection and bill the user and/or property Owner for such work.
- 6.06 The use of existing Building Sewers in connection with new buildings will be permitted only when they are found, upon examination and test by the Authority or other authorized persons or agencies for the Authority, to meet all requirements set forth herein as determined by the Authority.
- 6.07 A separate Building Sewer Connection shall be provided for every principal structure. Accessory structures may be connected to the principal Building Sewer subject to approval of the Authority at the discretion of the Authority Manager and provided the structures are not subject to separate ownership or separate water meters. An Accessory structure is defined as any structure located on the same lot as the principal structure and for which the use is typically incidental or subordinate to the principal structure. Connection of an accessory structure to the principal Building Sewer, if approved shall be in compliance with the Authority Specifications.

A single connection will be permitted to serve a permanent multiple unit structure, such as an apartment building whose individual apartments or units may not be subjected to separate ownership. A single connection will be permitted to serve a duplex structure as long as both units are in single ownership. Prior to any subdivision separating

principal/accessory structure or of a multi-unit structure, a separate connection to the Sewer System must be made for each unit, in accordance with the provisions of the Authority Specifications.

- 6.08 Building Sewer on the owner's property shall always be the responsibility of that person, firm, or corporation owning the property from the building to the main sanitary sewer line for maintenance, repair, or replacement.
- 6.09 Whenever, in the opinion of the Authority or other duly authorized representative of the Authority, special (site specific) conditions require more stringent specifications to be observed, then, and in that event notwithstanding any other provisions of the Authority Specifications, the Authority reserves the right to refuse to permit a connection to be made to its sewage system until such special requirements or specifications have been satisfied.
- 6.10 PLUMBING – DRAINAGE SYSTEM – The plumbing drainage system serving the Premises shall be designed and constructed in accordance with Authority Specifications, as defined, applicable Plumbing Codes, and as follows (6.11 – 6.34):
- 6.11 All new sewers buried beneath the floor must be installed in accordance with the means, methods, and materials of the Authority Specifications. Existing sewers buried beneath the floor must be in good, acceptable condition and specifically include only Sanitary Sewage contributions. The Building Drain on new construction shall extend a minimum of five feet (5') outside the basement wall, unless otherwise approved by the Authority on existing buildings. All pipes shall be installed in strict accordance with the Authority Specifications and with the manufacturer's recommendations. Each section of pipe shall be stamped with the manufacturer's certification.
- 6.12 The Building Drain for new construction must be provided with a horizontal intercepting trap placed at a minimum of five feet (5') and maximum of ten feet (10') outside the basement wall unless otherwise approved by the Authority on existing buildings.
- 6.13 A fresh air inlet must be connected with the drain just inside the intercepting trap. Where underground, it must follow the Authority pipe types and sizes of permissible material. Said inlet must head into the outer air and finish with an approved slotted cast iron fresh air vent cover with rubber gasket, at least five feet (5') outside basement wall. Fresh air vent must be a minimum of four inches (4") above ground level and be suitably protected so that storm and ground water are excluded. The fresh air inlet must be the same size as the drain up to four inches (4"); for drains five inches (5") and six inches (6") in size, it must be not less than four inches (4"); for drains seven inches (7") and eight inches (8") in size, it must be not less than six inches (6"); and for larger drains, not less than eight inches (8") in size or its equivalent.
- 6.14 BUILDING SEWERS AND CONNECTION – MATERIALS – The Building Sewers shall be PVC solid wall SDR 35 or SDR 26 (ASTM D-3034); PVC solid wall Schedule 40 or Schedule 80 (ASTM D-1785); Acrylonitrile Butadiene Styrene (ABS) solid wall and cellular core, Schedule 40 (ASTM D-2661, ASTM D-2751, ASTM F-628); or Ductile Iron Pipe cement or epoxy lined (Protecto 401™ or equal) bituminous coated (ANSI A21.50, A 21.51 Class 52) pipe.
- 6.15 BUILDING SEWER AND CONNECTION – DESIGN AND INSTALLATION – The Building Sewer must be 4 inches (4") or 6 inches (6") in size, laid on a straight slope with

the Authority approved grade and as near as possible at right angles to the street and at a depth to avoid all obstacles, to permit proper alignment and gravity flow, and to provide proper cover (below frost line) according to the Authority Specifications and shall be designed and installed in accordance with the following requirements. A six-inch (6") pipe is required for all commercial property Building Sewers unless otherwise approved by the Authority.

- 6.16 All excavation in the bottom of the trench shall conform to the curvature of the pipe and afford a good bearing surface. The excavation shall be carried below the bottom of the pipe for the distance required, at least six inches (6") below the invert grade of the proposed pipe until a good bearing surface is found. The excavated area requires six inches (6") of bedding below the pipe and backfilled with AASHTO No. 57 source limestone aggregate/2B coarse limestone aggregate or equal to a minimum of twelve inches (12") above the pipe. The width of the trench shall be excavated to a minimum width in accordance with Authority Specifications and the trench shall be properly shored where required. All excavation required for the installation of the Building Sewer shall be open trench work unless otherwise approved.
- 6.17 In the installation of the Building Sewer, the spigot shall be lined up true with the bell of the pipe; the gasket and spigot end of the pipe shall be lubricated with a lubricant furnished by the manufacturer of the joint material and the pipe pushed home. In pushing the pipe home, a block shall be placed against the socket of the pipe, a pushing bar driven into the ground beside the block, and a light pressure applied to the bar against the block. All joints shall be gastight and watertight. The joints shall be installed in accordance with the requirements of the Authority Specifications.
- 6.18 The Authority requires air test and/or water test according to the Authority Specifications on new construction and new replacement of existing Building Sewers and requires the property Owner(s), contractor, or plumber to furnish all labor, testing materials, and equipment (such as plugs, gauges, air compressors, etc.) to perform testing at the property Owner's cost. After the trench has been backfilled to the point of six inches (6") above the top of the pipe, the property Owner shall have a qualified plumber air test the service lateral being installed at the same time from the point of connection at the building to the point of connection at the sewer main. During all air testing operations, both ends of the service lateral shall remain uncovered until the air testing has been completed and the installation is approved. Such approval shall again be noted in writing on the permit and no other evidence of such approval shall be accepted. Testing must be approved by an Authority representative or an Authority authorized agent.
- 6.19 At the Authority's option, certain tests may be performed to ascertain the utility of the Building Sewer. These tests include, but are not limited to Infiltration Tests utilizing air, water, smoke, dye, or other substances used by the Authority to perform tests to determine that forbidden fluids do not enter the Sewage System. Any other inspection or testing which the Authority deems necessary, including Closed-Circuit Television (CCTV) shall be performed and the results of those participate in determining whether the installation is satisfactory. If additional inspection(s) is performed and not approved as determined by an Authority representative or an Authority authorized agent, during or after installation and inspection, then the installation has failed, and the Inspection Permit is void.

- 6.20 Closed-Circuit Television (CCTV) is required during a Dye Test on a Building Sewer Lateral, except for new construction, where the Site Tee for a given Building Sewer Lateral is located on the opposite side of the roadway from where the mainline Public Sewer is located. PCSA requires the owner or his/her authorized agent to CCTV the Building Sewer Lateral to the mainline Public Sewer.
- 6.21 The size and slope of the Building Sewer shall be subject to the Authority approval and in accordance with the International Plumbing Code and Authority Specifications. In no event shall the diameter be less than four inches (4"), as previously set forth. The slope of the pipe shall not be less than one-quarter inch (1/4") per foot for four-inch (4") pipe and not less than one-eighth inch (1/8") for six inch (6") pipe, however the Authority exercises its right to approve less slope where extenuating conditions exist, subject to special requirements.
- 6.22 The laying of pipe and backfill shall be performed in accordance with Authority Specifications. All Building Sewer pipe shall be installed with a minimum cover of three feet (3') unless otherwise approved by the Authority. The pipe shall not be backfilled until authorized by the Authority. All work shall be done by qualified plumbers and/or other qualified personnel.
- 6.23 Wherever possible, the Building Sewer shall be brought to the building at an elevation sufficiently below the basement floor to permit proper connections to all house plumbing. No Building Sewer shall be laid parallel to or within 3 feet (3') of any bearing wall which might thereby be weakened. The depth shall be sufficient to afford protection from frost. The Building Sewer shall be laid at uniform grade and in straight alignment insofar as possible. Changes in direction shall be made only with fittings as approved by the Authority.
- 6.24 After an evaluation of all available alternatives and as a measure of last resort subject to special exception approval by the Authority, buildings in which any Building Drain is too low to permit gravity flow to the Public Sewer, sanitary sewage carried by such drain shall be lifted by approved artificial means and discharged to the Building Sewer, the capacity of such units is subject to approval by the Authority. A Grinder Pump Release form will be required to be executed. The Grinder Pump will be owned, operated, and maintained by the Customer.
- 6.25 The connection of a Building Sewer into the Public Sewer shall be made at the wye branch. In the event a wye branch is not available, or in the opinion of the Authority cannot be economically or properly installed, a connection into the Public Sewer shall be made as follows: a) a repair coupler to PVC mainline pipe with the wye branch in the direction of flow b) a repair connection to mainline VCP pipe connected by two shielded Fernco Proflex® couplings, or approved equal c) a repair connection to mainline DIP with the wye branch in the direction of flow shall be connected to an appropriate fitting. The use of saddles must be preapproved by the Authority, and only considered for connection to existing VCP pipe. "Insert-a-Tee" couplings or equal that meets the approval of the Authority shall be used for connections to slip lined and/or cured-in-place VCP. Before any tapping machine is used, approval of the tapping process must be obtained from the Authority. The applicant shall determine that the Building Sewer joints shall be compatible to the Authority's approval. The connection must be made in the presence of Authority personnel or Authority designated representatives.

- 6.26 Unless otherwise authorized by the Authority or its authorized representative in writing, cleanouts shall be required every fifty feet (50') for a four-inch (4") pipe and every one hundred feet (100') for six-inch (6") pipe. Changes in direction greater than 45° are not permitted. Cleanouts shall be constructed using a wye fitting the run of pipe no larger than a 45° bend and riser to the ground surface. The riser pipe shall be provided with a standard four-inch (4") female adaptor with solid screw-in cap and shall be watertight. The riser shall extend a minimum of four inches (4") above finished grade. The cleanout must be laterally supported with properly compacted backfill and must not be installed in driveways or other areas where it would be subject to damage from vehicular traffic and/or used as an area drain for surface water. Alternatively, the cleanout pipe may be installed below adjacent ground level with a female adaptor with solid screw-in cap primed (if PVC, SDR-35 non-gasketed, or SDR-26 non-gasketed) and glue topped with a solid screw-in cap under a cast iron lamp hole cover that must be accessible. Or in areas of non-traffic such as a porch, patio or walkway, a cleanout pipe may be installed with a female adaptor with solid screw-in cap primed (if PVC, SDR-35 non-gasketed, or SDR-26 non-gasketed) and glued under an inverted cap or brass fitting cap that is level with the non-traffic area of concrete or other finished material at the discretion of approval by the Authority.
- 6.27 Building Sewers shall be separated from potable water lines and like systems by at least ten feet (10') horizontally or eighteen inches (18") vertically as measured between the outside bottom of the adjacent water system and the crown of the Building Sewers. When crossing adjacent water lines, one full length section of service lateral pipe shall be centered over the adjacent water line such that both joints will be as far from the crossing as possible. Should conditions prevent a minimum separation as specified, the Authority needs notified immediately to review and approve beforehand. If approved, the service lateral shall be concrete encased a minimum of ten feet (10') on either side of the water line.
- 6.28 Each service lateral shall be provided with a Site Tee installed on the Building Sewer at the edge of the street or road Right-of-Way (ROW), or existing PCSA easement or utility easement. All new construction requires a six inch (6") vertical pipe site tee that can be viewed in both directions to be used as an inspection port. The Site Tee should be a minimum of six inches (6") above ground and capped with a female adaptor primed and glued topped with a solid screw-in cap (if PVC, SDR-35 non-gasketed, or SDR-26 non-gasketed). Alternatively, the Site Tee with a female adaptor and solid screw-in cap may be installed in non-traffic areas to the Authority Specifications by being recessed below ground level and under a cast iron lamp hole cover at ground level with required Authority access to the solid screw-in cap. A Site Tee in a driveway is only permitted in traffic areas where all other options have been exhausted.
- 6.29 The Authority will refuse a permit to allow a connection directly to the Intercepting Sanitary Sewer and require extensions and connection to a manhole; the manhole, sewer, and other work to be done at the expense of the Owner. Prior to connection, the Authority must review and approve the proposed manhole connection. In no event will a connection be permitted by the direct connection of a Building Sewer through a hole cut in the sewer without proper installation as reviewed and approved by the Authority beforehand.
- 6.30 The invert of the Building Sewer at the point of connection shall be at the same or at a higher elevation than the invert of the Public Sewer.
- 6.31 The applicant shall notify the Authority twenty-four (24) hours in advance when the Building Drain, Building Sewer, and related facilities are ready for inspection and

connection to the Public Sewer. The connection shall be made under the supervision of the Authority or Authority authorized agent. Final inspection will not be scheduled until all applications for service have been submitted and approved, and all tapping fees or other charges due and payable have been remitted to the Authority. The designated Authority representative shall be given at least twenty-four (24) hours' notice of the time when such connection shall be made in order that said Authority representative can be present to inspect the work of connection for review and/or approval. The Authority representative shall signify their approval of the connection by endorsing their name and the date of approval on the aforementioned connection permit inspection card in the possession of the Authority representative or Authority authorized representative.

- 6.32 In the event the trench is closed before initial inspection by the Authority, it shall be re-excavated at the sole cost of the applicant or property Owner. If unusual trench conditions exist, such as excessive depth, unstable soil, under a stream or other watercourse, the Authority may require the Owner, at their own expense, to encase the service lateral in concrete or take such other steps which, in the opinion of the Authority, are necessary for proper installation. If the service lateral fails the required testing, it shall be re-excavated and repaired at the sole cost of the applicant or property Owner until it passes all required testing.
- 6.33 All excavation for Building Sewer installations shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the local municipality.
- 6.34 BUILDING SEWERS AND CONNECTION – MAINTENANCE – All Building Sewers and connections shall be maintained by the Owner and/or Tenant at their cost, and the sewer shall be protected properly and maintained by the Owner and/or Tenant. When repairs, renewals or replacements or other necessary work is required in the aforesaid facilities, the Owner and/or Tenant shall employ, without delay, competent tradesmen to do the work, at their expense. All leaks shall be repaired immediately. No work shall be done, however, without the approval of the Authority and shall be witnessed by the Authority or Authority authorized representative.

SECTION VII – USE OF SEWER

- 7.01 REQUIRED USE – All Premises accessible to the public Sanitary Sewage System shall be connected to the system, at the expense of the user and/or property Owner unless otherwise indicated in the Authority Specifications.
- 7.02 All Premises accessible to the Sanitary Sewage System according to the Authority Specifications upon which a building is hereafter constructed shall be connected to the system at the expense of the user and/or property Owner.
- 7.03 All Premises which hereafter become accessible to the Sanitary Sewage System according to the Authority Specifications shall be connected to the system at the expense of the user and/or property Owner, and such connection shall be made within three months after written notice to make connection is issued by the Authority or an Authority authorized representative.

- 7.04 All connections shall be made in accordance with requirements previously set forth and in accordance with the International Plumbing Code and Authority Specifications.
- 7.05 It shall be unlawful for any person owning any Occupied Building or Premises accessible to the public Sanitary Sewage System, to erect, construct, use or maintain or cause to be erected, constructed, used, or maintained any privy, cesspool, sinkhole, septic tank or other receptacle on such Premises for receiving sanitary sewage.
- 7.06 No person shall discharge or cause to be discharged into the sewage system any storm water, surface water, ground water, roof run-off, subsurface drainage, cooling water or unpolluted industrial process water, and connections permitting such discharges shall be eliminated immediately in the presence of an Authority representative or Authority authorized representative after notice to take such action is issued by the Authority or an Authority authorized representative.
- 7.07 The Authority reserves the right to prohibit connections to the system, or to enforce discontinuance of the use of the sewage system for deleterious Industrial Wastes, or to require pre-treatment of such wastes to prevent damage to or adverse effect upon the system. The design, construction and operation of such pre-treatment facilities shall be made at the sole expense of the person discharging said wastes and shall be subject to the approval of the Authority representative or Authority authorized representative as well as other Federal, State, or local regulatory authorities having jurisdiction over the design, construction, and operation of said facilities.
- 7.08 The Industrial Wastes will be considered harmful, in general, if the discharge thereof into the system may cause any of the following:
- a. Chemical reaction either directly or indirectly with the materials of construction of the public sewage system in such a manner as to impair the strength or durability of the sewer structure.
 - b. Mechanical action that will result in damage to the sewer structures.
 - c. Chemical reaction or any other nature of reaction that is harmful to the treatment mechanism of said waste or will result in a reduction of treatment capability.
 - d. Prevention or interference with the normal inspection or maintenance of the sewer structures.
 - e. Reduction of the hydraulic capacity of the sewer structures.
 - f. Danger to public health and safety.
 - g. Obnoxious conditions inimical to public interest.
- 7.09 Subject to requirements by the Authority, a suitable manhole or manholes shall be constructed on the building or connecting sewer to facilitate observation, sampling, and management of flow from the Premises, when the discharge from such Premises, including Industrial Wastes or Industrial Wastes and sanitary sewage combined, is in excess of 100,000 gallons per quarter. Such structures shall be constructed in accordance with plans

approved by the Authority and shall be accessible, properly designed and in a safe location. The structures shall be constructed and maintained by such person at their expense and shall be maintained to be always safely accessible to the Authority representative or Authority authorized representative. The construction and maintenance of such manhole or manholes or metering chamber shall be mandatory for the procedures of abnormal Industrial Wastes, and if deemed necessary by the Authority, flows from such manhole or manholes or metering chamber shall be continuously monitored, transmitted and recorded by means of an approved receiving device to be installed at a location designated by the Authority.

7.10 PROHIBITED USES – The discharge of excessive amounts of unpolluted water or waste to the public sanitary system is expressly prohibited. The discharges of large quantities of unpolluted water or waste, Industrial Wastes, and sanitary sewage shall be deemed excessive by the Authority if the flows to the sewage system are greater than 10 percent of the average design flow of the Authority’s sewage or treatment facilities, whichever is less. Discharges that constitute a rate of discharge or substantial deviation from normal rates of discharge (“Slug discharge”) sufficient to cause interference in the operation and performance of the public Sanitary Sewage System are prohibited. Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following waters or wastes to any Public Sewer:

- a. Any liquid or vapor having a temperature higher than 150° F. or less than 32° F.
- b. Wastes containing liquids, solids or gases which, by reason of their nature or quality, may cause fire, explosion, or be in any other way injurious to persons, the structures of the sewage system or its operation.
- c. Any water or wastes having a pH lower than 5.5 or higher than 9.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works. The Authority may require installation and maintenance, where necessary, of suitable equipment to continuously measure and record the pH of wastes discharged.
- d. Wastes containing any noxious or malodorous gas or substance which, either singly or by interaction with sewage or other wastes, is, in the opinion of the Authority, likely to create a public nuisance or hazard to life, or prevent entry to sewers for their maintenance and repair.
- e. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, hair, chemical paints or residues, greases, lime slurry or any other solid or viscous substances capable of causing obstructions to the flow in sewers or other interference with the proper operation of the sewage works. Maximum permissible concentration will vary throughout the system, depending on size of the sewer and flows.
- f. Wastes containing insoluble, non-flocculent substances having a specific gravity in excess of 2.65.
- g. Wastes containing soluble substances in such concentrations as to cause the specific gravity of the waste to be greater than 1.1.

- h. Any water or waste which may contain more than 100 parts per million by weight of fat, oil or grease.
- i. Wastes containing more than 10 ppm of any of the following gases: hydrogen sulfide, sulfur dioxide, nitrous oxide, or any of the halogens.
- j. Waste containing gases or vapors, either free or occluded, in concentrations toxic or dangerous to humans or animals.
- k. Any waste containing toxic substances in quantities sufficient to interfere with the biochemical processes of sewage treatment works or that will pass through the sewage treatment works and exceed the State or interstate requirements for the receiving stream.
- l. Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the Sewage Treatment Plant.
- m. Any toxic radioactive isotopes without a special permit.
- n. Wastes containing any of the following substances in solution in concentrations exceeding those shown in the following table, or as dictated by the Sewage Treatment Plant's permit:

Substance	Maximum Permissible Concentration Parts Per Million
Phenolic compounds as C_6H_5OH	1
Cyanides as CN	2
Cyanates as CNO	10
Iron as Fe	17
Trivalent chromium as Cr	3
Hexavalent chromium as Cr	1
Nickel as Ni	3
Copper as Cu	2
Lead as Pb	2
Tin as Sn	2
Zinc as Zn	2
Cadmium as Cd	2

- o. Any garbage that has not been properly shredded.
- p. So called "Categorical Pollutants" in concentrations greater than specified in the Federal Register 40 CFR Part 403 et seq "General Pretreatment Regulations for Existing and New Sources of Pollution" as amended.
- q. Medical Wastes.

7.11 Grease, oil, hair, and sand interceptors shall be provided when, in the opinion of the Authority, or authorized agency, they are necessary for the proper handling of liquid wastes containing grease, oil, or hair in excessive amounts, or any flammable wastes, sand and other harmful ingredients. Such interceptors for private living quarters, dwelling units, or commercial properties shall be as Authority required. All interceptors shall be of a type and capacity approved by the Authority representative or an Authority authorized representative and located to be readily and easily accessible for cleaning and inspection.

- 7.12 Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight and equipped with easily removable covers which, when bolted in place, shall be gastight and watertight. All interceptors must conform to industry standards and meet the requirements of the Authority and facility served which shall be the responsibility of the manufacturer and owner. The Authority requires submittals of specifications for all interceptors and must be located at the correct designated location and inspected by the Authority. The Authority takes no responsibility for improperly calculated interceptor requirements.
- 7.13 Where installed, all grease and oil interceptors shall be maintained by the Owner, at their expense, in continuously efficient operation always.
- 7.14 Where preliminary treatment facilities are provided for any water or waste, they shall be maintained continuously in satisfactory and effective operation by the Owner, at their expense.
- 7.15 When required, the Owner of any property served by a Building Sewer carrying Industrial Wastes shall install a suitable control manhole in the Building Sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be accessible and safely located, and shall be constructed in accordance with plans as approved. The manhole shall be installed by the Owner at their expense and shall be maintained by the Owner to be always safe and accessible.
- 7.16 All measurements, tests, and analyses of the characteristics of waters and wastes shall be determined in accordance with "*Standard Methods for the Examination of Water and Wastewater*," and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. If no special manholes have been required, the control manhole shall be the nearest downstream manhole in the Public Sewer to the point at which the Building Sewer is connected.

SECTION VIII – METERS – SEWAGE SERVICE

- 8.01 **GENERAL** – In such instances where a Premises is furnished with sewage and not water service, the Authority will require the installation of a meter to measure water use. Said installation to be made in accordance, in general, with the regulations as related to meters for regular water service of the water utility serving the general area. All expenses are at the cost of the Customer and will be subject to Authority Specifications. The Customer must first submit an application to the Authority requesting approval of a proposed meter installation. If approved, the customer must call in monthly or quarterly, at the discretion of the Authority.
- 8.02 **SIZE OF METER** – The Authority reserves the right, in all cases, to stipulate the size and type of the meter to be installed on each service or other type line and to require the installation of a larger size meter in any case where the peak use of water places any meter under undue or unusual strain, and/or exceeds the recommended meter capacity, and reserves the right to charge the fees currently in effect for the larger meters.

- 8.03 The minimum size of a meter installed shall be the same size as the water service line except that, on a three-quarter inch ($\frac{3}{4}$ ") line serving a domestic Customer, the privilege of using a five-eighths inch ($\frac{5}{8}$ ") meter may be allowed by the Authority.
- 8.04 LOCATION – The size, type, location, arrangement, and maintenance of the meter shall be subject to the approval of the Authority. The meter shall be at a convenient and accessible point, shall permit control of the entire supply, and shall allow proper protection of the meter from freezing or other harm. The costs of furnishing, installation, testing, maintenance, and costs associated with reinstallation, relocation, or changing of the meter shall be borne by the applicant.
- 8.05 No fixture shall be attached to, or any branch made in, the service pipe between the meter and the source of supply.
- 8.06 In cases where it is not practical to place the meter within the building, the Authority may require the property Owner to construct, inside the property line, a brick or concrete meter pit with a suitable iron cover or a similar type of approved meter box that will be free from frost levels. Such installations to be made in accordance with a plan furnished by the property Owner and approved by the Authority.
- 8.07 INSTALLATION OF METER – All piping, fittings, valves, check valves, gauges, bolts, nuts, meter pit structures, manholes or other accessories or materials, and the labor for installing the same, used in connection with meter settings within the property line of the Premises, shall be at the expense of the applicant. The Customer shall employ for this work the services of skilled tradesmen, qualified and approved by the Authority, who shall cooperate with the Authority and install all the piping and appurtenances in accordance with the dimensions and requirements for each specific case, so that the meter or meters can be properly installed and connected by the Authority. The Customer shall furnish and install on the water service line a wheel handle, round way stopcock or gate valve, without waste, the same size as the water service line on the street side and immediately before the meter, and a stop and waste cock or valve on the outlet side and immediately after the meter. A suitable check valve shall be furnished and installed by Customer or his/her qualified acting agent at a point between the stop and waste cock or valve and the meter, if necessary and required. When a check valve is installed, a safety valve shall be furnished and installed by the Customer or his/her qualified acting agent at a convenient point in the house piping to relieve excess pressures due to heating of water.
- 8.08 Under certain conditions where there is a demand or necessity for uninterrupted water service, in order to eliminate inconvenience to both the Customer and the Authority when repairs to or replacement of the meter is necessary, the Authority may, at its option, require the installation of a battery of two or more meters on the one water service line, with a combined capacity approximately equal to the capacity of the single water meter requested. Such installations shall be properly valved to control or cut any single water meter out of service and permit its removal without interruption of service through the remaining meter or meters. In cases where water meters are installed or where the Authority requires more than one water meter, bills will be separately rendered for each water meter, the cost of such installations to be borne by the Customer.
- 8.09 MAINTENANCE, CARE AND RESPONSIBILITY FOR DAMAGE – The Owner and/or Tenant shall maintain all water meters at their expense. In the event of injury, freezing or nonworking of the water meter, the Customer is responsible and shall promptly notify the

Authority. The Customer shall furnish and set another water meter to replace the one frozen or damaged by such causes; and the cost of the repairs to the same, including replaced parts, labor, and transportation charges, as well as the costs of testing and costs for reinstallation or changing of the water meter, shall be paid by the Customer.

- 8.10 METER TESTS – All water meters shall be accurately tested before installation and thereafter periodically tested.
- 8.11 In the case of water meters used for private water supply systems and where public water is not furnished, should the Authority at any time doubt the accuracy or correctness of the water meter measuring water delivered to the Customer's Premises, an Authority representative or an Authority authorized representative will, and if the Customer so desires in their presence, make a test of the accuracy of the water meter. When a Customer desires to witness the testing of the water meter, or when the Authority representative or Authority authorized representatives performs the water meter test, the Authority may require the water meter to be sealed in their presence before removal. The seal shall not be broken until the test is made in their presence. If the water meter so tested shall be found to be accurate within the limits ~~herein specified~~ as determined by the Authority, the Authority shall be responsible for the cost of testing, but if not so found, then the cost thereof shall be borne by the Customer.
- 8.12 A report of all tests shall be made by the Authority and provided to the Customer upon request. A complete record of such tests shall be kept by the Authority. The amount of the fee for tests made by the Authority shall be in accordance with the schedule of fees set forth in the Schedule of Rates (as applicable).
- 8.13 Rates for testing meters not included in the above classifications, or which are so located that the cost is out of proportion to the fee specified, will be furnished by the Authority after an appraisal has been made to determine the cost. The fee stipulated by the Authority shall be payable by the applicant in advance. In the event the meter so tested is found to have an error, the bill, based on the last reading of such meter or meters, shall be corrected accordingly. This correction shall apply both for over and under charges of water registered.
- 8.14 CHANGE IN LOCATION OF METERS – Customers shall pay for the cost of relocation of all meters made at their request or for their convenience.
- 8.15 SEALS – No seal placed by the Authority for the protection of any meter, valve, fitting or other water connection shall be tampered with or defaced. It shall not be broken except upon authorization from the Authority representative or in the presence of Authority authorized representative. Where the seal is broken, the Authority reserves the right to remove the meter for testing, at the expense of the Customer, even though said meter registers accurately.
- 8.16 LEAKS – Customers are urged to give careful attention to their plumbing and fixtures and make immediate corrections of all leaks. No allowance will be made by the Authority for water used, lost, stolen, or otherwise wasted through leaks, carelessness, neglect, or otherwise after the same has passed through the water meter, unless approved by the Authority. The Authority reserves the right to not issue credit from a water leak.

- 8.17 **READING AND REGISTRATION OF METERS** – Readings of Meters will be phoned in by the customer monthly. The Authority, at its discretion, may change from monthly to quarterly call ins. The quantity recorded by the meter shall be taken to be the amount of water passing through the meter, which amount will be conclusive on both the Customer and the Authority, except when the meter has been found to be registering inaccurately or has ceased to register. In such cases, the quantity may be determined by the average reasonable usage from the previous nine (9) or twelve (12) months on a case-by-case basis. The Authority reserves the right to utilize another period of record to determine the average reasonable usage on a case-by-case basis or come on site to take a visual reading. Well Customers are to report the water consumption reading monthly to the Authority and if not reported to the Authority the Customer will be charged as a flat rate customer. Note: Deduct meters are to be read annually.
- 8.18 **NOTIFICATION RELATIVE TO CONDITION OF METER** – The Customer shall notify the Authority of damage to or the nonworking of the meter, or of the breaking of the seal or seal wire, as soon as he/she is aware of such a condition.
- 8.19 **MINIMUM CHARGE** – Every meter installed is subject to a fixed minimum monthly or quarterly charge, in accordance with the Schedule of Rates thereof, for which certain quantities of water will be allowed without additional charge; and where more than one Premise is furnished service through one meter, the same fixed minimum monthly or quarterly charge shall apply for each and every Premise; and the method of preparing bills for such installations is set forth elsewhere herein. Such minimum shall be non-abatable for a nonuser of water, and noncumulative against subsequent consumption. In the case of fractional bills, minimum charges and allowances shall not be prorated. Also, there is added Debt Service Charges as determined by the Authority.
- 8.20 All Premises with active accounts are subject to minimum charges, as set forth elsewhere herein, and Debt Service Charges as determined by the Authority. The Property Owner will be held responsible for all bills not paid by Tenants and/or others occupying the respective Premises.
- 8.21 The billing for Premises with respect to sewage services under a permit approving a meter on a private water system shall be subject to an additional minimum charge to defray the cost of the meter reading and other work, and such charges shall be in accordance with the fees set forth in the Schedule of Rates.

SECTION IX – SERVICE

9.01 DISCONTINUANCE OF SERVICE

9.011 By Customer – A Customer may terminate his/her active service contract with the Authority by discontinuing water service with Pennsylvania American Water Company (PAWC). The Customer shall remain liable for active service to the Premises described in his/her application until the Authority's billing has reached the PAWC's termination date and the customer has been final billed.

9.012 Discontinuance of service by the Authority for nonpayment of a bill or violation of these Rules shall not cancel the application for service nor

constitute a waiver of this rule, nor constitute a waiver for payment of bills as required under active service.

9.013 By Authority – Active service under any application may be discontinued for any of the following reasons:

- a. For misrepresentation in the application.
- b. For the use of service for, or in connection with, or for the benefit of any other Premises or purposes than those described in the application.
- c. For willful waste of water through improper or imperfect pipes, fixtures, or otherwise.
- d. For failure to maintain in good order the Building Sewer Connection and fixtures owned by the applicant.
- e. For failure to maintain in good order the water service line extensions and connections and fixtures owned by the applicant.
- f. For destruction or in any other way interfering with any service pipe, meter, meter box, curb stop, curb box, or with any seal, or any other meter or other fixtures and appurtenances of the Authority.
- g. For refusal of reasonable access to the Premise for purposes of inspecting the piping, fixtures, and water system appliances therein.
- h. For neglecting or refusing to make or renew advance payments where required, or for nonpayment of sewage service, or for any charge accruing under the application.
- i. Where the contract has been in any way terminated by the Customer.
- j. For Premises where the use of water reduces the capacity of the sewers to such an extent that normal service to others is impaired, this condition relating to sewage service.
- k. For Premises where the character of the waste is detrimental to the sewer or is not in accordance with the requirements set forth herein.
- l. For unauthorized use by others of the Building Sewer line.
- m. For Premises where apparatus, appliances or equipment using water or sewers are dangerous, unsafe and not in conformity with any laws or regulations.
- n. For fraud or abuse.
- o. For violations of any Authority Specifications or other requirements governing the furnishing of sewage service.
- p. The water service may be discontinued for nonpayment of a sewage bill.

- 9.02 RENEWAL OF SERVICE AFTER DISCONTINUANCE – Service may be renewed under a proper application when the condition under which such service was discontinued is corrected, and upon the payment of all proper charges or amounts provided in the Schedule of Rates and Authority Specifications due from the applicant.
- 9.03 TURN-OFF WITHOUT AUTHORIZATION – The Customer shall not turn the water on or off at any corporation stop or curb stop or disconnect or remove the meter or permit its disconnection or removal. Any person violating this provision of the Authority Specifications shall be subject to the full force allowed by law.

SECTION X – BILLS AND PAYMENT

- 10.01 BILLS RENDERED AND DUE – All bills for sewage service will be rendered at the end of the service period monthly. Bills may be rendered on a quarterly basis at the Authority's option.
- 10.02 All bills are payable in accordance with payment methods established by the Authority.
- 10.03 The Authority requires monthly (or quarterly at the Authority's option) regular meter readings from Pennsylvania American Water Company (PAWC) where meters are installed. Bills will be rendered as soon as information is received from PAWC regarding the reading of the respective meters in accordance with established Authority Specifications.
- 10.04 All bills shall be due and payable received by the Authority by the 25th of the following month unless the 25th falls on a weekend or holiday, in which case the bill shall be due the next business day. A one-time penalty of 5-percent (5%) will be added to delinquent bills that are not paid by the established due date. Also, any balance remaining on the account 60 days after the invoice date is subject to a monthly 1-percent (1%) interest charge. The Authority reserves the right to modify penalty and interest charges at any time.
- 10.05 A 10-day Delinquent Notice may be served by mail or otherwise provided if the account is more than one month past due. If the account is not paid, then an Official Notice to Tenant and/or Homeowner (Posting Notice) will be posted on the Premise. If the account is not paid, by the date identified on the Posting Notice, service will be discontinued.
- 10.06 If the Owner, Occupant, Tenant or Customer fails to pay any rate or charge for sewer, sewage or sewage treatment service imposed by the Authority, the water utility shall shut off the supply of water to such Premises until such overdue rates and charges are paid in accordance by means identified on and by the date on the Posting Notice. Such discontinuation of service shall only occur after a 10-day Delinquent Notice is mailed or otherwise provided to the Customer or landlord liable for payment and the Premises has been posted as provided by law. However, if an executed payment agreement between the Customer or responsible party and the Authority has not been fulfilled then the water can immediately be discontinued for non-payment of service. The Authority, in cases where no water utility furnishes service, shall terminate service based on the foregoing by physical means or otherwise in preventing the use of the Building Sewer, at the cost of the Owner.

- 10.07 If service is discontinued, it will not be restored until all unpaid bills and charges, including the turn-off and turn-on charges, deposits, and such other charges are paid or satisfactory arrangements to the Authority are made for payment.
- 10.08 **LIEN AGAINST PROPERTY** – Notwithstanding the definition of the “Owner,” “Tenant,” and “Customer,” as set forth in Section II hereof, and notwithstanding that the Customer, applicant or contractor entering into an agreement with the Authority for the use of sewage service was not the Owner of the Premises served by the Authority, the Owner of the Premises shall be liable in personam and in rem for all sewage services rendered to said Premises; and the Authority may, at its option, discontinue service, as previously set forth; and in addition thereto, may file suit in assumpsit against the Owner, Tenant and Customer, severally or jointly, and may use any other remedy provided by law for the collection of delinquent bills. In addition, the Authority shall file a Municipal Claim against the said property within the time limit required by law for the collection of delinquent bills, so that the claim shall be assessed against the said property in the same way as other taxes are filed and liened. Also, the Authority may sue out a writ of scire facia or file a suggestion in the same manner and within the same period as provided by law for all municipal taxes and claims. The Authority shall use any or all the remedies so provided by law, and the use of any one remedy shall not be exclusive of the Authority’s other rights and remedies.
- 10.09 The Municipal Acts and Authority Acts relating to liens of property for nonpayment of water bills and sewage bills are incorporated herein and made a part hereof.
- 10.10 **ABATEMENT OF CHARGES** – Customers desiring an abatement from sewage bills for active service shall give written notice at the office of the Authority. Adjustment of bills will be made at the discretion of the Authority.
- 10.11 **TERMINATION OF WATER SERVICE FOR NON-PAYMENT OF SEWAGE SERVICE BILL** - The water service will be terminated for nonpayment of sewage service bills in Premises receiving both water and sewage service, even if the bills for water service are paid.
- 10.12 **CHARGES FOR SEWAGE SERVICE** – All bills for sewage services furnished by the Authority will be based on the published Schedule of Rates of the Authority and Debt Service Charges. The charges for sewage service are based on the quantity of water used on or in said Premises as the same measured by meters in use or other meters to be installed, or based on the number and type of fixtures, or based on flat rates, or based on unit charges, or such other methods, all as approved subject to conditions and to the requirements and rates set forth in the Schedule of Rates for each individual district and, in general, in accordance with the following:
- 10.121 Normal Charges – Each Premises will be subject to a fixed minimum monthly or quarterly charge at the option of the Authority for sewage services and billed normally on a water use or flat rate basis. The Authority does not prorate charges. The minimum charge shall be non-abatable for nonusers of water, and non-cumulative against subsequent use. The charges for the use of water in excess of the quantities allowed under the minimum charges will be in accordance with the Schedule of Rates, the allowances of water for the minimum charges to be deducted from the quantities set forth in applying the schedule. Also, the Authority may, at its discretion, adopt the Unit Charge or other methods as a basis of normal billing.

10.122 Multiple Billing – The charge for sewage service in all cases where water use is the basis of charges and more than one Premises is served through one Building Sewer shall be determined in accordance with the general procedures set forth with respect to Multiple Billing.

10.123 Unit Charges – The Authority may, at its discretion and as set forth in the Schedule of Rates, bill based on Unit Charges for Sewage Services plus Debt Service Charges. If billed on Unit Charges for Sewage Services, this will be in accordance with the following and the Schedule of Rates:

- a. Residential – Individual – Subject to a single unit charge.
- b. Residential – Multiple – Served by a single Sewer Service Line, such as apartment and multiple type dwelling or similar type of building or occupancy, subject to Unit Charges for each residential Premises therein.
- c. Commercial, industrial, public, or mixed, such as residential and commercial, residential and industrial, or any other such combination of Premises; subject to number of unit charges as determined by one of the following methods to be used being subject to the discretion of the Authority.

1. Method 1 – The number of Unit Charges under this method shall be equal to the total quantity of water in gallons used, as determined by meter or other suitable method, divided by such factor or number of gallons as set forth in the Schedule of Rates. This method may be subject to total water used or to measurement of only such water as enters the sewer, the cost of metering to determine such flows to be subject to requirements previously set forth, all facilities required for such metering to be installed at the cost of the Owner and/or occupant.
2. Method 2 – Per Person Basis Charges – The Authority may, at its option, charge for sewage service on a per person or per student bases for commercial, industrial and school Premises.
3. Method 3 – Miscellaneous – The Authority, under this method, may establish miscellaneous methods for basing unit charges.

10.124 Surcharge for Certain Industrial Wastes – The Authority will exercise the right to levy and assess against applicable Premises a Surcharge, or Surcharges, for the handling and treatment of abnormal industrial, commercial, and other such wastes. The Surcharge represents an apportionment of the cost for handling an excess load imposed on the Sewage Treatment Plant by wastes stronger than normal sewage and of the additional costs of maintaining and operating the Public Sewage system.

The basis of such charges shall be determined at the discretion of the Authority.

- 10.125 The Surcharges will be added to the normal sewage Service Charge and shall be subject to the same penalties applicable to other charges.
- 10.126 The strength of wastes subject to a Surcharge, or Surcharges, shall be determined periodically by the Authority. The frequency and duration of the sampling period shall be subject to determination by the Authority and shall be such as will permit reaching reasonably reliable conclusions as to the average composition of such wastes, exclusive of storm water run-off, if any. The manholes or other facilities required for sampling shall be constructed at the cost of the Owner and/or Tenant and shall be constructed as previously set forth.
- 10.127 The samples will be collected by a representative of the Authority. Such samples are to be collected in proportion to the flow of waste, exclusive of storm water run-off, if any, and to be composited for analysis. The procedures and analyses will be in accordance with the latest edition of "*Standard Methods for Examination of Water and Wastewater*", as published by the American Public Health Association.
- 10.128 The characteristics and strength of the wastes, as determined by analysis, shall be used to determine the applicability of the Surcharge, or Surcharges, and used as bases for establishing the amount of the Surcharge or Surcharges. The Authority exercises the right to assess the costs of conducting flow measurements, chemical analysis testing and other tests, against the Owner and/or Tenant of the Premises.
- 10.129 The Authority may, at its option, accept the results of routine sampling and analysis by the producer of said wastes.

SECTION XI - GENERAL

- 11.01 INSPECTION – Authorized employees of the Authority, bearing proper identification, shall have access to the Customer's Premises at all reasonable hours for the purpose of reviewing if the water is turned on or off; inspection, repair and/or replacement of service lines, service line extensions, Building Sewers, manholes and other appurtenances; inspection, setting, reading, repairing and removal of meter; observation, measurement, sampling and repairing and removal of meter; observation, measurement, sampling and testing of sewage or Industrial Wastes; and any such justifiable purposes as determined by the Authority.
- 11.02 TURN-ON AND TURN-OFF CHARGE – A turn-on and turn-off charge, currently in effect, shall be paid when water has been turned off because of an unpaid sewage bill; for violation of the terms of the application or rules of the Authority; or at such times as service has been suspended at the Customer's request. These charges are to be in accordance with the water utility's Schedule of Rates. Any person violating this provision of the Authority Specifications shall be subject to the full force allowed by law.

- 11.03 This regulation relates only to turn-on and turn-off charges and does not affect the regulations relative to minimum charges.
- 11.04 INTERFERENCE WITH AUTHORITY'S PROPERTY – No workmen, Owner, or Tenant, or other unauthorized person shall turn the water on or off at any corporation cock or curb stop, or break the seals, disconnect, or remove the meter, or otherwise interfere with any Authority property, and such other facilities. Any person violating this provision of the Authority Specifications shall be subject to the full force allowed by law.
- 11.05 For unauthorized operation of street valve, curb stop, corporation cock, or other portion of the service installation or Building Sewer installation, the person owning the Premises served by the line connected to said street valve, curb stop, corporation cock or other service connection shall be required to pay any costs required in connection with damage to these facilities.
- 11.06 No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is part of the Authority's sewage facilities. Any person violating this provision of the Authority Specifications shall be subject to the full force allowed by law.
- 11.07 ONLY RULES BINDING – No agent or employee of the Authority shall have the power to bind the Authority by any promise, agreement or representation not provided for in the Authority Specifications without the approval of the Authority Board of Directors.
- 11.08 SERVICE OF NOTICES – All notices and bills relating to the Authority, or its business shall be deemed to have been properly served if left upon the Premises of the Customer or, if mailed to the Customer, directed to or left at his/her address as shown on the records of the Authority.
- 11.09 The Authority will send all such notices and bills to the address being serviced until a notice of change has been filed with the Authority by the property owner or authorized agent.
- 11.10 All notices of general character, affecting or likely to affect a large number of Customers, shall be deemed to have been properly given or served if posted on the Authority website, and/or advertised in the newspaper designated by the Authority, and/or by direct mailing via the US Postal Service at the discretion of the Authority.
- 11.11 The Authority will send notices and bills with respect to service to the Owner of the property involved. All such properties are subject to Minimum Charges, Debt Service Charges, Liens for nonpayment and all other Authority applicable charges.
- 11.12 The Authority will send notices and bills with respect to Tenants' nonpayment of bills to both the Tenant and Owner of the property involved, such Owners being responsible for payment thereof.
- 11.13 COMPLAINTS – Complaints relative to the character of the service furnished or the reading of meters or of bills rendered must be made at the main office of the Authority.
- 11.14 SERVICE NOT GUARANTEED – Nothing in these Rules, nor any contract, nor representation, verbal or written, of the Authority or any of its employees shall be taken or construed in any manner to be or constitute a guarantee to furnish service through any

building connections, or to provide unreasonable sewer capacities or facilities, whether for domestic, commercial, industrial, manufacturing or other general uses, or for any other special purposes; but the Authority will, at all times and under all conditions, endeavor to maintain the efficiency of its service.

- 11.15 **RESTRICTION OF SUPPLY** – The Authority reserves the right to restrict the use of sewers as to capacity and character of sewage.
- 11.16 **PENALTIES** – Any person found to be violating any provision of Authority Specifications shall be served by the Authority with written and/or verbal notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction. The offender shall within the period stated in such notice, permanently cease all violations.
- 11.17 Any person who shall continue any violation beyond the time limit provided for in the above shall be subject to the full force allowed by law, if applicable. Each day that any such violation shall continue shall be deemed a separate violation.
- 11.18 Any person violating any of the provisions of the Authority Specifications shall become liable to the Authority for any expense, loss or damage incurred by the Authority by reason of such violation.

SECTION XII – EXTENSION OF PUBLIC SANITARY SEWER SYSTEM

- 12.01 **GENERAL** – No sewers shall be extended from the sewers of the Authority. No sanitary sewage systems and/or treatment facilities shall be constructed, or such other work done without approval first having been obtained from the Authority, permits obtained from the Pennsylvania Department of Environmental Protection (PADEP), and permits, licenses and/or approvals obtained as required from all Federal, State, County, local agencies, utilities, and private properties.

All work shall be done in accordance with the Authority Specifications and other applicable requirements.

PCSA is a gravity flow sanitary sewer system. Unless otherwise approved by the Authority, all individual lots, subdivision of land or lands, land developments and /or sanitary sewer line extensions shall be designed as gravity flow connection to the Authority's system.

Any work in areas other than the service area of the Authority involving the facilities served by the Authority and/or facilities extended from the said service area into adjoining municipal subdivisions shall be in accordance with applicable requirements and any higher standards as established by the municipal subdivision in which the work is located.

The applicant must enter into a Developer's Agreement with the Authority providing for all conditions upon which approval will be granted, including conveyance to the Authority of all sewer facilities as referenced in said agreement.

The applicant must prepare at their cost all Contract Plans and Specifications, Rights-of-Way (ROW) plans and Contract Documents, and prepare at their cost other material, such

as is required to obtain all permits, licenses and/or other approvals, and prepare the applications relative thereto and shall pay all fees.

The design, installation and construction of all sewer line extensions and related facilities shall be in strict accordance with the Authority Specifications as established by the Authority with all applicable requirements and approval by the Authority.

The plans and reports shall be stamped with the seal of a Pennsylvania Registered Professional Engineer.

12.02 Parallel Public Sewer and Lateral Requirements – The following conditions shall apply to all proposed Sanitary Sewer Systems:

- a. PCSA may, at their discretion, require parallel Public Sewers on either side of proposed roadways where the topography and layout of the development results in a significant amount of Building Sewer Lateral roadway crossings.
- b. The maximum depth of Building Sewer Laterals extended under roadways (from roadway grade to crown of pipe) is fourteen feet (14'). If this cannot be achieved, parallel Public Sewers on either side of the proposed roadways will be required by the Authority. All Building Sewer Laterals will not be permitted to connect to Public Sewers greater than fifteen feet (15') deep (from grade to crown of pipe).

SECTION XIII – LAWS AND REGULATIONS RELATIVE TO SEWAGE

13.01 GENERAL – The construction of all sewage facilities shall be subject to the Owner and/or Developer obtaining at their cost all permits and approvals required by Federal, State, County and other agencies.

No applications for such permits shall be submitted until preliminary approval of the project is obtained from the Authority.

13.02 STATE DEPARTMENT OF ENVIRONMENTAL PROTECTION – The requirements of the State under the Clean Streams Law, administered by the PADEP, in accordance with Act Number 394 of the General Assembly of Pennsylvania, approved June 22, 1997, and subsequently amended, shall apply to all sewers and appurtenances and the ownership, operation, and maintenance requirements.

All permits for the construction, operation, and maintenance of new sewage facilities by private Developers or other private interests must be obtained in the name of the Authority, the agency responsible for public sewage in the incorporating municipalities.

13.03 SOILS & WATERWAYS – The installation of any facility in, along, across or projecting into all streams and bodies of water of the Commonwealth must be approved by a General Permit to be obtained from the Washington County Conservation District and/or the PADEP Department of Soils & Waterways prior to actual construction. In addition, the Washington County Conservation District (WCCD) must approve an Erosion and Sedimentation Control Plan prior to construction.

- 13.04 STATE DEPARTMENT OF TRANSPORTATION – For the installation of facilities or work within the Right-of-Way (ROW) of any public roadway, the Pennsylvania Department of Transportation (PennDOT) requires that a Highway Occupancy Permit (H.O.P.) be obtained from that Department.
- 13.05 STATE DEPARTMENT OF LABOR AND INDUSTRY – The State requires that all sewer construction conform to the Regulations for Excavation and Construction of the PA Department of Labor and Industry. These regulations govern safety requirements of construction or excavation, particularly as to bracing, shoring and sheeting of trench excavation.
- 13.06 TOWNSHIP, AUTHORITY OR OTHERS – All procedures and work not related to Sewage service must be in accordance with all applicable ordinances and regulations of the incorporating municipalities and others where required and/or not specifically listed herein. All procedures and work related to Sewage service must be in accordance with Authority Specifications.

**SECTION XIV – APPLICATION FOR APPROVAL OF SANITARY SEWER SYSTEMS
AND GENERAL REQUIREMENTS RELATIVE THERETO**

- 14.01 CONNECTION TO PUBLIC SEWER - No connection shall be made to the public Sanitary Sewer System unless and until the property Owner submits application and pays for a Tap Permit for Sanitary Sewer Connection and a Clairton Municipal Authority (CMA) Capacity Replenishment Fee on the Authority & CMA official forms. Said application is subject to such service connection fees and charges currently in effect and payable in advance, which together with the Schedule of Rates, Debt Service Charges, and Authority Specifications, shall regulate and control the service to such Premises.
- 14.02 EXTENSION OF PUBLIC SEWER - A written application on the forms furnished by the Authority, unless otherwise indicated, must be submitted for the purpose of requesting and obtaining approval of a Sewer Line Extension.
- 14.03 The Authority requires an Escrow Deposit, in an amount determined by the Authority, to be issued to the Authority prior to execution of a Developer's Agreement.
- 14.04 This application shall be signed by the Owner(s) and shall be subject to service fees, charges, terms and conditions set forth and included herein and the Authority Specifications and requires the execution of a Developer's Agreement. This application, together with the Authority Specifications, shall regulate and control all facilities and sewage service.
- 14.05 All applications for sewage service must be accompanied by all plans, documents, reports, and other required materials as set forth herein.
- 14.06 The submission of the application must be in strict accordance with the Authority Specifications. No work shall commence before the payment of aforementioned fees, issuance of aforementioned permits, and written approval granted by the Authority.
- 14.07 Unless written permission is obtained from the Authority, a separate connection, and corresponding connection fee, will be required for each individual Occupied Building or

each occupied unit in a structure having multiple units whether constructed as a detached unit or as one of a pair or row. A single connection with payment of the connection fee for the appropriate number of actual units served will be permitted for a school, factory, apartment house or other permanent multiple unit structure whose individual apartments or units may not be subject to separate ownerships even though sewage collection, transportation and treatment charges shall be imposed, as outlined in Section X – Bills and Payment.

SECTION XV – PROCEDURE FOR SUBMITTAL OF REPORTS AND PLANS

- 15.01 GENERAL – The applicant shall submit preliminary plans and reports to the Authority for general review and recommendations and then prepare and submit applications, final plans and reports for approval.

The general design of all proposed sewage facilities shall be in complete compliance with the requirements of the PADEP as well as the Authority Specifications, and all applicable requirements of the incorporating municipalities (not related to Sewage service).

Plans and reports shall be prepared on a Phase-by-Phase basis for multi phased plans. Plans shall include all elements required by the Authority Specifications and such other related requirements as determined by the Authority.

- 15.02 PRELIMINARY PLANS – The applicant shall submit two paper copies (one to the Authority and one to the Authority’s consulting engineer), in accordance with the following:

1. A formal letter of request for review and recommendations.
2. A request for preparation of a Developer’s Agreement, and such other actions as are required.
3. A professional engineer’s report setting forth a full description of the proposed system and setting forth the basis of design.

The report must include a statement and description of the extent of area which it is proposed to include within the system at the present time and in the future; the estimated present and future population to be served; the estimated per capita rates or volume of sewage to be provided for; the general character of the sewage and the proportion and nature of any Industrial Wastes; and such other data and information.

Where Industrial Wastes are involved, all applications for service, regardless of location of the Premises, must be accompanied by a detailed report setting forth the quantities and character of the wastes, the proposed rates of discharge, and such other facts as required.

The report must include a detailed summary relative to the drainage areas and areas to be served; of the sewage system, showing sizes of sewers, distances between manholes, grades, capacities, and future ultimate flows in Main and Intercepting Sanitary Sewers.

4. Preliminary Plans shall bear the following:
Sewers – Layout of all sewers and manholes, showing sizes, distances between manholes, grades, type of sewers and approximate invert elevations of all manholes. Design features should be submitted at least in sketch form for special conditions, inverted siphons, and such other features.
5. All other requirements as outlined in the Authority Specifications.

15.03 INITIAL PLANS AND REPORTS – The applicant shall submit two paper copies (one to the Authority and one to the Authority’s consulting engineer) and other required items, for the Authority’s review, comment and approval all in accordance with the following:

1. A professional engineer’s report setting forth the information and data required in the preliminary report and, if no revisions or additional data are required, the preliminary report may be suitable as the final report.

In addition, the applicant shall prepare all application forms, modules, reports, and such other data as required by the PADEP.

2. All applications, plans, exhibits and supporting data are required for submittal to all agencies having jurisdiction, to obtain licenses, permits and approvals.
3. Plans prepared by a qualified Registered Professional Engineer showing the following:

Sewers – These plans must show the boundary line of the municipality or sewer district to be provided sewers; all existing and proposed streets, watercourses, and other salient topographic features; contour lines for intervals of not less than five feet (5’) or more than 10 feet (10’); and the surface elevations at street intersections and at points where changes of slope occur. The plans must clearly show the locations of all existing sanitary sewers. Storm sewer plans and other utility crossings must be provided.

If it is proposed to provide sewers for only a part of the natural or artificial drainage areas, there must be indicated upon the plans how it is proposed, in general, to provide sewage for each of the drainage areas in which it is not at the time planned to provide sewers. In the case of sewer extensions, the plans need to show only the section wherein sewers are to be extended.

In all cases the plans must clearly show the size of the sewer, the character of the sewer material, the slope, the elevation at the location of all points of change of slope, the direction of flow, the location of all manholes, the elevations of all stream beds, the direction of stream flow, the high and low water elevations of all water surfaces, and such other data and show all profiles.

The detailed plans shall include plans of all sewers including regular and special sewer appurtenances, structures of all types and such other features.

4. All other requirements as outlined in the Authority Specifications.
5. Complete detailed specifications for all work and other contract documents.

15.04 APPROVED FINAL PLANS AND REPORTS – After the Authority’s comments have been satisfactorily addressed (and the Part II permit, if required, issued by PADEP), the Developer will be notified to submit eight (8) sets of final construction plans, to the Authority’s consulting engineer which will be approved by the Authority and the Authority’s consulting engineer, stamped, and then distributed by the Authority’s consulting engineer to the Developer, their representatives and other proper parties distribution.

15.05 CONSTRUCTION PLAN PREPARATION – Construction plans must be uniform in size and in accordance with requirements set forth in the Domestic Wastewater Facility Manual as set for by the PADEP and the Authority Specifications.

Construction plans shall be prepared on sheets twenty-four inches (24”) by thirty-six inches (36”) in size, with a one inch (1”) border on the left side and a half-inch (1/2”) border on all other sides. A three-inch (3”) by five-inch (5”) title block shall be located in the lower right-hand corner.

Construction plans and profiles shall be at a minimum scale of one inch (1”) equals fifty feet (50’) on a horizontal scale and one inch (1”) equals ten feet (10’) on a vertical scale. The Construction plans shall conform to all other requirements as outlined in the Authority Specifications.

15.06 AS-BUILT PLANS – As-Built plans and profiles shall be at a minimum scale of one inch (1”) equals fifty feet (50’) on a horizontal scale and one inch (1”) equals ten feet (10’) on a vertical scale. The As-Built plans shall conform to all other requirements as outlined in the Authority Specifications.

Subsequent to completion of the work, the applicant shall submit As-Built plans to the Authority in accordance with the Developer’s Agreement, as is generally outlined below:

“As-Built” plans (original Mylar) shall bear the seal and original signature of a Pennsylvania Registered Professional Engineer and shall be prepared and paid for by the applicant and submitted to the Authority prior to acceptance and supply of sewer service. “As-Built” drawings shall show the angle and distance between manholes, the top and bottom invert elevation of each manhole, and the exact location of all house sewer connections relative to the nearest manhole downstream. In addition, “As-Built” drawing data/information (x, y, z locations / GPS coordinates, planimetrics [edge of road, property lines, easements, etc.]) shall be provided to the Authority in electronic AutoCAD (latest version) format. As-Built data for all components constructed for the proposed system extension shall be provided to the Authority.

Once the Authority approves the As-Built plans, the applicant has to submit As-Built plans and details in the form of four (4) Bond copies, one (1) Mylar copy, and one (1) electronic Auto CAD file. No service will be furnished or permitted until these plans and all other requirements have been submitted and approved.

SECTION XVI – RESPONSIBILITY FOR COST

16.01 The cost of all Sanitary Sewage Systems and related costs shall be borne by the applicant requesting approval thereof.

16.02 The cost of such work shall include the following:

1. The cost of all sewer lines, of the sizes required for the project, none to be less than eight inches (8") in size, of all manholes, sewer appurtenances, and any other work.
2. The cost of connections to existing sewers.
3. The cost of all land and Rights-of-Way, and then conveyed to the Authority.
4. The cost of obtaining all permits, licenses, and such other approvals.
5. The payment of an Escrow Deposit as determined by the Authority. If the project is designed and constructed by the applicant, the applicant must pay the Authority costs involved in the review of the Contract Plans and Specifications, field work, if any, legal work, administrative and such other costs in connection with the project.
6. The cost of a resident engineer or inspector furnished by the Authority to supervise and/or inspect construction of the project or projects, such costs to be the per diem rate currently in effect plus mileage costs and expenses. The Authority will submit a monthly invoice to the Applicant of all engineering, legal fees, administrative expenses, and costs for the inspection of the construction of the Sanitary Sewer Facilities. The Applicant agrees to and shall make payment of the same within 30 days to the Authority. Any charges from the previous month's invoice which remain unpaid on the due date are subject to a one-time penalty of 5%. Any balance remaining on the account 60 days after the date of the invoice is subject to a monthly interest charge of 1%. An itemized accounting of all invoices and monies paid shall be supplied to the Applicant at his/her request at the completion of the Sanitary Sewer facilities by the Applicant and the acceptance thereof by the Authority.
7. The payment of all Tap Permits for Sanitary Sewer Connections, sewage treatment charges and any other fees that may be applicable.
8. Such other costs.

SECTION XVII – DEVELOPER’S AGREEMENT

17.01 DEVELOPER’S AGREEMENT – The applicant shall enter into a Developer’s Agreement with the Authority immediately after submission of the Escrow Deposit.

The Developer’s Agreement shall be executed by both parties prior to or coincidental with the submission of the Sewage Facilities Planning Module including the preliminary plans.

The Developer’s Agreement shall be prepared and executed on a Phase-by-Phase basis for multi phased plans. The Developer’s Agreement shall include all elements required by the Authority Specifications and such other related requirements as determined by the Authority.

SECTION XVIII – CONSTRUCTION SPECIFICATIONS

18.01 GENERAL – The design, installation and construction of all sewers and other related facilities shall be in strict accordance with the Authority Specifications, as established by the Authority, and with all applicable requirements of the incorporating municipalities (not related to Sewage service).

- 18.02 **INSPECTION OF CONSTRUCTION** – All construction of sewage facilities in the service area of the Authority shall be subject to inspection by representatives of the Authority during the progress of the work to assure that such construction is accomplished in accordance with the approved Plans and Specifications, the costs of such inspection to be borne by the applicant.

The applicant shall notify the Authority of the anticipated starting date of the proposed construction and the schedule of operation through completion of the project. At the time of this notification, a pre-construction meeting shall be arranged between the applicant, the construction foreman and representatives of the Authority and Authority's consulting engineer to completely review all aspects of the construction project, prior to commencing with construction. No construction shall be permitted without a pre-construction meeting.

Following the pre-construction meeting, and if all other administrative requirements have been met, the Authority will issue a Notice to Proceed indicating that the Applicant may begin work on the sanitary sewer construction. No construction shall be permitted without a Notice to Proceed being Authority approved and being issued by the Authority's consulting engineer.

Upon completion of the construction work, a detailed final inspection shall be made by the Authority and the Authority's consulting engineer to determine that the completed facilities have been constructed in accordance with the approved Plans and Specifications. Authority adoption or acceptance will not be achieved until all discrepancies and deficiencies revealed by this final inspection have been satisfactorily corrected and all other administrative items completed. Inspection fees and any outstanding balance to date shall be paid by the applicant before adoption/acceptance. It is acknowledged that additional costs associated with project close out will be invoiced after adoption/acceptance.

SECTION XIX – CLOSED-CIRCUIT TELEVISION (CCTV)

- 19.01 **GENERAL** –The applicant shall, in all instances, agree for themselves, their heirs, executors, administrators, successors and assigns to CCTV the Sewer Line Extension to review that the work was done in good condition. CCTV is required within thirty (30) days after the twelve (12) months from the date of completion, unless a different period is required by the Authority. The Authority and the Authority's consulting engineer will review the CCTV for final approval once required submittals are received.

SECTION XX – BONDS AND INSURANCE

- 20.01 GENERAL – The applicant shall be responsible for furnishing, at their cost, all bonds and insurance required under the Authority Specifications, and the Developer's Agreement, including a Performance Bond, Labor and Materialmen's Bond, Insurance, and such other items as required by the Authority.

The applicant shall, in all instances, agree for themselves, their heirs, executors, administrators, successors and assigns to maintain all the work done in good condition for the period of eighteen (18) months from the date of final acceptance of the same, unless a different period is required by the Authority. The Authority and the Authority's consulting engineer will review the condition of the work for final approval. Upon the acceptance of the completed work and before the Surety, which has furnished as a Performance Bond / Labor and Materialmen's Bond is released, the applicant shall furnish a Maintenance Bond from an acceptable Surety Company of the Commonwealth of Pennsylvania in an amount as established by the Authority as documented in the Developer's Agreement.