

# Mercersburg Sewer Authority Rules and Regulations

**May 2008**

**UPDATED October 2025**

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## **SECTION I**

### **DEFINITIONS**

**1.01.** The terms defined in this Section shall for all purposes of this Policy, and all amendments subsequent hereto which do not specifically repeal this Policy, have the meanings herein specified, unless the context clearly indicates otherwise:

- 1) **The Act** shall mean the Act of Assembly of the Commonwealth of Pennsylvania; known as the “Municipality Authorities Act of 1945”, approved May 2, 1945 P.L. 382, Amended by Act 203 of 1990, repealed by Act 22 of 2001 creating chapter 56 in Title 53 (53 Pa. C.S. Ch. 56- Municipality Authorities Act) together with all supplements and amendments.
- 2) **Applicant** shall mean any person making Application for Service.
- 3) **Application for Service** shall mean a written application to the Authority, on a form provided by the Authority for permission to connect to the Sanitary Sewer.
- 4) **Authority** shall mean and shall refer to the Mercersburg Sewer Authority (MSA), a Municipal Authority organized pursuant to the laws of the Commonwealth of Pennsylvania, or any designated agent, representative or employee acting on behalf of the Mercersburg Sewer Authority.
- 5) **Base Consumer Fee** shall mean the quarterly fee that is charged to each Consumer Unit as defined in Sections 4.09 herein.
- 6) **B.O.D. (Biochemical Oxygen Demand)** shall mean the quantity of oxygen, expressed in PPM by weight, utilized in the biochemical oxidation of organic matter under standard laboratory procedure for five (5) days at twenty (20) degrees Centigrade. The standard laboratory procedure shall be in accordance with the latest edition of “Standard Methods for the Examination of Water and Wastewater”, published by the American Public Health Association.
- 7) **Board** shall mean the appointed officials acting as the governing body of the Authority.
- 8) **Borough** shall mean the Borough of Mercersburg, Franklin County, Pennsylvania, acting through its properly authorized officers, agents or employees, each acting within the scope of the particular duties assigned to them.
- 9) **Bill** shall mean the total amount charged to a Consumer for quarterly Sanitary Sewer Service. In the event of discontinuance of sewer service during a quarter, the Consumer shall be required to pay a proportionate part of the charge for said quarter’s service.

**10) C.O.D.** shall mean the measurement of the oxygen equivalent of the organic matter of a sample that is susceptible to oxidation by a strong chemical oxidant.

**11) Chlorine Demand** shall mean the quantity of chlorine absorbed in water, Sewage or other liquids, allowing a residual of 0.1 PPM by weight after fifteen (15) minutes of contact.

**12) Commercial Establishment** shall mean any Improved Property which shall be used, in whole or in part, for sale or distribution of any product, commodity or article, or for the performance or rendition of any service. The determination by the Authority as to what constitutes a Commercial Establishment shall be final.

**13) Consumer** shall mean any Person, firm, group, or corporation contracting for provision of Sanitary Sewer Service to a particular structure or property owned by the Person, firm, group or corporation. Consumer shall not include anyone who is not an Owner of record of the property being supplied Sanitary Sewer Service by the Authority.

**14) Consumer Unit** shall mean:

- a) A building under one roof owned by one party and used for one business or dwelling unit; or
- b) A combination of buildings owned by one party in one common enclosure and used for one business or dwelling unit; or
- c) The one side of a double house, having a solid vertical partition wall and used as one dwelling unit; or
- d) A building owned by one party having a number of apartments or offices and using in common one hall and one or more means of entrance; or
- e) An industrial, commercial or manufacturing establishment; or
- f) Each dwelling unit, in addition to the first dwelling unit, in a building under one roof, owned by one party, shall be treated and regarded as a separate consumer unit, and shall be subject to the rate schedule applicable thereby.

The Authority reserves the right to make a final determination as to what constitutes a Consumer Unit, which determination shall be binding and conclusive on all Applicants, Customers, and Consumers.

**15) Construction Specifications** shall mean the latest edition of the Mercersburg Borough Wastewater Collection and Conveyance Facilities, *General Construction Standards and Specifications* adopted by the Authority on October 11, 2007, as amended. In the event a

discrepancy occurs between the Construction Specifications and these Policies and Procedures, the more stringent, as determined by the Authority, shall apply.

- 16) **Council** shall mean the Mercersburg Borough Council, a group of elected officials acting as the governing body of the Borough.
- 17) **Customer** shall mean either a Consumer or Tenant when both are being referred to simultaneously, and said customer shall be the party using sewer service to at a Consumer Unit.
- 18) **Department** shall mean the Department of Environmental Protection of the Commonwealth of Pennsylvania.
- 19) **Domestic Sewage** shall mean the normal water-carried household and toilet wastes from residences commercial establishments, institutions, and Industrial Establishments and other Consumers of the sewer system.
- 20) **Dwelling Unit** shall mean a separate dwelling, apartment, any room, group of rooms used for separate dwelling purposes, house trailer or other enclosure occupied or intended for occupancy as separate living quarters by one family or other group of Persons living together or by a Person living alone, on an Improved Property equipped for the preparation of food. In all cases, the determination of the Authority as to what constitutes a Dwelling Unit shall be final.
- 21) **Environmental Protection Agency (EPA)** shall mean the U.S. Environmental Protection Agency or, where appropriate, the term may also be used as a designation for the Administrator or other duly authorized official of said agency.
- 22) **Final Bill** shall mean the Bill that is issued by the Authority upon notification that the Customer residing in a Consumer Unit has vacated or will vacate that Consumer Unit, and thus wishes to terminate their Service Contract. The Final Bill shall contain all charges due to that account, from said Customer, and shall only be issued at the request of the Consumer.
- 23) **Food Preparation Facility** shall mean and include any food establishment in any building, room or place or any portion thereof or appurtenance thereto where human food, foodstuff or beverages is mixed, cooked or otherwise prepared, offered for sale, sold, served or given, with or without charge to patrons, customers or guests for consumption on the premises; including, among others, hotels, restaurants, cafes, cafeterias, clubs, boardinghouses, ice cream parlors, soda water or soft drink fountains and bars or taverns; any establishment where food, food products and beverages are manufactured, processed, packaged or bottled, or sold for consumption off the premises of the seller, including, among others, bakeries, beverage distributors, bottler, candy and confectionery manufactures, dairies, frozen food locker plants, wholesaler and retailers, and operators of vending machine services. Provided, however, that this does not include the mixing, cooking, or other preparation and serving of food in single family dwellings to the resident family or its guests.

24) **FOG (Fats, Oil, & Grease)** shall mean organic polar compounds derived from animal and/or plant sources. FOG may be referred to as “grease” or “greases” throughout these Rules & Regulations.

25) **Garbage** shall mean organic solid wastes resulting from preparation, cooking and dispensing of food and from handling, storage and sale of produce.

26) **Grease Interceptor** shall mean a large tank located outside of a Food Preparation Facility or Restaurant that provides FOG control by separating and retaining wastewater FOG prior to wastewater entering into the Sewer System.

27) **Grease Trap** shall mean grease control equipment commonly identified as an “under the sink” trap, a small container with baffles, or a floor trap, located inside a Food Preparation Facility or Restaurant that provides FOG control by separating and retaining wastewater FOG prior to wastewater entering into the Sewer System.

28) **Improved Property** shall mean any property upon which there is erected a structure or structures intended for continuous or periodic habitation, occupancy or use by human beings or animals and from which structure or structures Domestic Sewage and/or Industrial Wastes shall be or may be discharged.

29) **Industrial Establishment** shall mean any Improved Property which is used, in whole or in part, for manufacturing, processing, cleaning, laundering or assembling any product, commodity or article or from which any process waste, as distinct from Domestic Sewage, is discharged. An industrial establishment also includes any Consumer of the Sewer System which discharges wastewater which contains toxic pollutants or poisonous solids, liquids, or gases in sufficient quantity either singularly or by interaction with other wastes, which may potentially injure or interfere with the sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in or have an adverse effect on the receiving waters of the Commonwealth of Pennsylvania. The determination of the Authority as to what constitutes a separate industrial establishment shall be final.

30) **Industrial Pretreatment Program** shall mean a program administered by a POTW that meets the criteria established in 40 CFR 403.8 and 403.9, and which has been approved by a Regional Administrator or State Director in accordance with 40 CFR 403.11.

31) **Industrial Wastes** shall mean solid, liquid or gaseous substances or forms of energy rejected or escaping in the course of any industrial, manufacturing, trade or business process or in the course of development, recovery or processing of natural resources, as distinct from Domestic Sewage, including such ground, surface or storm water as may be present.

32) **Inspector** shall mean an authorized representative of the Authority whose primary function is to determine whether any or all Consumers comply with the Rules and Regulations in addition to applicable Regulations of the Authority.

33) **Lateral** shall mean and shall refer to that part of the Sewer System extending from a public main or Sanitary Sewer to the property or right-of-way line of a Consumer. Where the public main or Sanitary Sewer is located outside of a public right-of-way, the word Lateral shall mean and refer to the "Y" connection on the main or Sanitary Sewer line.

34) **May** shall mean permissive, and as distinct from **Shall** which means mandatory, subject to approval by the Authority's Board.

35) **Metering** shall mean the mechanical or other means and/or devices for measuring and recording the volumetric quantity of flow through sewers.

36) **Meter Rate** shall mean the rate charged by the Authority per thousand gallons of water registered by the Water Meter installed on the Consumer's premises.

37) **Meter Rate Consumer** shall mean a Consumer who has a separate Water Meter installed on their premises which shall register the amount of water consumed therein.

38) **National Pollutant Discharge Elimination System or NPDES Permit** shall mean a permit issued pursuant to Section 402 of the Act (33 U.S.C. 1342).

39) **National Prohibitive Discharge Standard or Prohibitive Discharge Standard** shall mean any regulation developed under the authority of 307 (b) of the Act and 40 CFR 403.5.

40) **Normal Domestic Wastes** shall mean the wastewater discharging from the sanitary conveniences of dwellings (including apartment buildings, hotels, office buildings, churches, schools, institutions and/or industrial plants), which meet the discharge limitations of these regulations.

41) **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 Domestic Sewage and Industrial Wastes, or either thereof, shall be or may be discharged.

42) **Operation and Maintenance** shall mean the practical application of a method or process to keep in an existing state, or efficiently preserve from failure or decline, the existing or future treatment facilities; includes the term "replacement" which is defined as expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary during the service life of the treatment facilities to maintain the capacity and performance for which such works were designed and constructed.

43) **Owner** shall mean any Person with vested ownership, legal or equitable, sole or partial, of any Improved Property.

44) **Person** shall include individuals or natural persons, artificial persons existing only in contemplation of law, and shall be construed to include associations, partnerships, co-partnerships, firm, company, trust, estate, governmental entity, or any other legal entity or their legal representatives, agents or assigns, limited partnerships, joint stock companies and corporations. The masculine gender shall include the feminine, the singular shall include the plural where indicated by context.

45) **pH** shall mean the logarithm of the reciprocal of the weight of hydrogen ions, expressed in grams per liter of solution, and indicates the degree of acidity or alkalinity of a substance.

46) **Pollutant** shall mean any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, medical wastes, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, industrial, municipal, and agricultural wastes and certain characteristics of wastewater (e.g. pH, temperature, TSS, turbidity, color, BOD, COD, toxicity or odor).

47) **Pollution** shall mean contamination of any waters of the Commonwealth such as will create or is likely to create a nuisance or to make such waters harmful, detrimental, or injurious to public health, safety or welfare, or to domestic, municipal, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wild animals, birds, fish or other live aquatic life, including, but not limited to such contamination by alteration of the physical, chemical, or biological properties of such waters, or change in temperature, taste, color, or odor thereof, or the discharge of any liquid, gaseous, radioactive, solid, or other substances into such waters. The Authority shall determine when a discharge constitutes pollution, and shall establish standards whereby and wherefrom it can be ascertained and determined whether any such discharge does or does not constitute pollution.

48) **PPM** shall mean parts per million by weight.

49) **Pretreatment** shall mean the treatment and/or reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to, or in lieu of discharging or otherwise introducing such pollutants into the Sewer System. The degree of treatment and/or reduction or alteration can be obtained by physical, chemical or biological processes, or process changes by other means, so as to render the wastewater free from incompatible pollutants or excessive strength of compatible pollutants, except as prohibited by 40 CFR 403.6 (d).

50) **Pretreatment Requirements** shall mean any substantive or procedural requirement related to pretreatment, other than a Federal Categorical Pretreatment Standard imposed on an Industrial Consumer.

51) **Pretreatment Standards or Standards** shall mean prohibited discharge standards, Federal Categorical Pretreatment Standards and local limits.

52) **Prohibited Discharges** shall mean absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section IX of these Regulations.

53) **Properly Shredded Garbage** shall mean Garbage that has been shredded to such a degree that all its particles will be carried freely in suspension under the flow conditions normally prevailing in the Sewer System, with no particle greater than one-half (1/2) inch in any dimension.

54) **Property Accessible to the Sewer System** shall mean and refer to real estate which adjoins, abuts, or is adjacent to the Sewer System. All property located within the corporate limits of the Borough of Mercersburg shall be considered to be Property Accessible to the Sewer System.

55) **Publicly Owned Treatment Works (POTW)** shall mean treatment works defined by section 212 of the Act (33 U.S.C. 1292), which is owned , in this instance, by the Authority, also referred to throughout these Rules and Regulations as the Sewer System. This definition includes any devices or systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes pipes, sewers, and other conveyances only if they convey wastewater to a POTW treatment plant. For the purposes of these Rules and Regulations, POTW shall also include any sewers that convey wastewater to the POTW from Consumers outside the Authority's Sewer Service areas, who are, by contract or agreement with the Authority, Consumers of the Authority's POTW. The term also means the municipality as defined in Section 502 (4) of the Act, which has jurisdiction over the indirect discharges to and discharges from such a treatment works.

56) **Replacement** shall mean expenditures for obtaining and installing equipment, accessories, or appurtenances, which are necessary during the service life of the public sewage system to maintain the effective operation and performance of such public sewage system.

57) **Sanitary Sewer** shall mean a sewer which carries Sewage from any Improved Property and to which storm, surface and ground waters are not intentionally admitted.

58) **Sanitary Sewer Service** shall mean public sanitary sewage collection, conveyance, and treatment services provided by the Authority to a Consumer under the provisions of a Service Contract.

59) **Service Charge** See Work Costs.

60) **Service Connection** shall mean the connection of the Sewer System to the property being provided sewer service between the Lateral and the Occupied Building. The

Service Connection shall include all portions of the sewer piping between the Lateral and the Occupied Building and shall remain the property and responsibility of the property Owner.

- 61) **Service Contract** shall mean the contract entered into between the Authority and the Consumer for Sanitary Sewer Service.
- 62) **Sewage** shall mean all water carried wastes from any Improved Property, including Domestic Sewage and Industrial Waste.
- 63) **Sewer System** shall mean all facilities acquired, constructed, owned and operated by the Authority for collecting, pumping, transporting, treating and disposing of Sewage.
- 64) **Sewage Treatment Works** shall mean an arrangement of devices, structures, and equipment used for treating and disposing of Sewage.
- 65) **Shall** means mandatory as distinct from **May** which means permissive, subject to approval by the Authority's Board.
- 66) **Slug** shall mean any discharge of water, sewage or waste exceeding a concentration or flow greater than five (5) times that of the average 24-hour discharge from the Consumer.
- 67) **Standard Methods** shall mean the examination and analytical procedures set forth in the most recent edition of "Standard Methods for the Examination of Water, Sewage, and Industrial Wastes", published jointly by the American Public Health Association, the American Water Works Association and the Federation of Sewage and Industrial Wastes Associations.
- 68) **Surcharge** shall mean the assessment in addition to the Consumer charge, which is levied on those persons whose wastes are greater in strength than the concentration values established by the Authority as representative of normal sanitary waste.
- 69) **Suspended Solids** shall mean solids that either float on the surface of, or are in suspension in Sewage and are removable by laboratory filtration.
- 70) **Tap-in** shall mean the connection of a building sewer to the Authority's Sewer System. The term "connection" is synonymous with Tap-in.
- 71) **Tenant** shall mean a Person, or persons other than the Owner. Tenant shall not be considered a Consumer/ Owner and the Owner shall be ultimately responsible for Bills at all times.
- 72) **Total Suspended Solids (TSS)** shall mean the total suspended matter that either floats on the surface or is suspended in water, sewage, wastewater, or other liquids, and which

is removable by laboratory filtering. Quantitative determination of suspended solids shall be made in accordance with procedures set forth in "Standard Methods".

73) **Toxic Substance** shall mean any poisonous substance, including copper, cyanide and chromium ions, or combination of pollutants listed as toxic in regulations promulgated by the EPA under provision of the Clean Water Act at §307 (a) or other acts.

74) **Use of Service** shall mean the use of Sanitary Sewer Service by a Customer in accordance with the class, scope and type of use, and the purpose stated in his Application for Service and Service Contract.

75) **Water Authority** shall mean and refer to the Mercersburg Water Authority, as presently or hereafter constituted, which has been created by the Mercersburg Borough Council to provide public water service.

76) **Water Meter** shall mean an instrument which measures, in gallons, the amount of water consumed by the Customer, and which shall at all times remain the property of the "Water Authority".

77) **Work Costs** shall mean the charges for any work the Authority or Borough provides for a Consumer. This includes the cost of all materials, the hourly wages of any Authority or Borough employee involved including payroll costs, the hourly rate for any vehicle or equipment as established by the Authority, the rental rate of any vehicle or equipment not owned by the Authority and all other expenses, including costs for independent contractors, incurred by the Borough or Authority in performing the work.

78) **Abbreviations shall have the following designated meanings:**

<b>BOD</b>	<b>Biochemical Oxygen Demand</b>
<b>CFR</b>	<b>Code of Federal Regulations</b>
<b>COD</b>	<b>Chemical Oxygen Demand</b>
<b>EPA</b>	<b>U. S. Environmental Protection Agency</b>
<b>gpd</b>	<b>Gallons per Day</b>
<b>L</b>	<b>Liter</b>
<b>mg</b>	<b>Milligram</b>
<b>mg/L</b>	<b>Milligrams per Liter</b>
<b>NPDES</b>	<b>National Pollutant Discharge Elimination System</b>
<b>POTW</b>	<b>Publicly Owned Treatment Works</b>
<b>RCRA</b>	<b>Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq.</b>
<b>SIC</b>	<b>Standard Industrial Classification</b>
<b>SWDA</b>	<b>Solid Waste Disposal Act, 42 U.S.C. §6901, et seq. (amended by RCRA in 1976) and now commonly referred to as RCRA</b>
<b>TSS</b>	<b>Total Suspended Solids</b>
<b>U.S.C.</b>	<b>United States Code</b>

## **SECTION II**

### **APPLICATION FOR AND TERMINATION OF SERVICE**

**2.01.** No Person shall connect any Improved Property or any structure, new or existing, to any part of the Sewer System without first making Application for Service and securing a permit, in writing, from the Authority. Any property connected without first making Application for Service shall be in violation of these Rules and Regulations and shall be subject to the penalties set forth herein.

**2.02.** All Occupied Buildings within the Borough are required to be connected with the Sanitary Sewer collection system in accordance with Mercersburg Ordinance 4-2 ordained by the Mercersburg Borough Council on March 14, 1955.

**2.03.** Service Connection may be made and Sanitary Sewer Service may be furnished, only upon written approval of the Application for Service by the Authority. Written Application for Service by the Applicant, shall be made on the application form provided by the Authority and shall clearly outline the Use of Service. The Application for Service must be signed by the property owner(s). The Authority reserves the right to require the Applicant to submit any other information, as deemed necessary by the Authority, to be necessary to evaluate the permit application.

**2.04.** The Application for Service, as well as the discharge of waste into the Sewer System constitutes a Service Contract between the Consumer and the Authority, and the Consumer agrees to be bound by these Rules and Regulations, as well as any applicable Federal, State, and Local statutes, ordinances, and/or rules or regulations.

**2.05.** A new Application for Service must be made to, and approved by, the Authority upon any change in the identity of the contracting Consumer, or Tenant at a property, or any change in the use of service as described in the Application for Service. The Authority, may, upon ten (10) days written notice and posting of said notice at the main entrance of the property terminate the service until such new Application for Service has been submitted and approved. Where the Consumer elects to have the Tenant receive the quarterly Bill the Consumer will be responsible for jointly filing with the Tenant a new Application for service with the Authority.

**2.06** Each Application for Service shall be made in conformity with the stating of the basis of rates applicable to Consumers under the Tariff provisions.

**2.07.** If a Consumer wishes that service be discontinued due to change in occupancy, the Consumer must give at least three (3) days written notice prior to the date of requested discontinuance.

**2.08.** **Departure:** If a Customer requests that service be discontinued due to change in occupants or vacancy of an improved structure, the Customer shall be responsible for all Sanitary Sewer Service charges up to the time that the service is discontinued as requested or a new customer assumes liability for the service charges. Customers shall be responsible for the pro-rated Base Consumer Fee.

**2.09.** The Authority reserves the right to terminate Sanitary Sewer Service and to collect all Work Costs incurred in such termination for neglect or refusal to comply with the Rules and Regulations of the Authority and/or for the reasons listed below:

- (1) For misrepresentation in the Application for Service as to property or improvements to be serviced by the Sanitary Sewer Service.
- (2) Use of Service for any improved property or purpose other than that described in the Application for Service.
- (3) Discharging Domestic Sewage through improper or imperfect pipes, fixtures, or otherwise.
- (4) Vacancy of the premises.
- (5) Violation of any rules of the Authority.

Service shall not be restored until such time as all applicable provisions of these Rules and Regulations are complied with and any applicable Work Costs or other fees, penalties, or fines owed to the Authority are remitted in full thereto. Termination of Service shall be in accordance with the Termination of Service provisions of these Rules and Regulations.

**2.10.** The Authority reserves the right to discontinue Sanitary Sewer Service without notice due to breaks, emergencies, or any other circumstance which presents or may present an imminent or substantial endangerment to the health, safety, or welfare of persons or the environment, or other causes beyond the control of the Authority or Customers until such time as the circumstances which triggered the discontinuance are rectified to the satisfaction of the Authority. The Authority reserves the right to temporarily suspend service in order to perform upgrades, install connections, or perform maintenance on the sewer system. If time permits the Authority will use all reasonable and practicable measures to notify the Customer, in advance, of such discontinuance of service if the Authority has advance notice of the temporary suspension of service. If service is discontinued the Authority shall not be liable for any damage or inconvenience suffered by the Consumer, Consumer Unit, or Tenant.

## **SECTION III**

### **SERVICE CONNECTIONS**

**3.01.** Owner Responsible for Service Connection Costs: All costs and expenses incident to the installation, connection and maintenance of the service connection shall be borne by the Owner. The Owner shall indemnify the Authority from any loss or damage that may directly or indirectly be occasioned by the installation of the service connection. The maintenance and repair of the service connection is the sole responsibility of the Owner and shall be kept in good condition by the Owner and any break or malfunction of the service connection may result in discontinuance of service as set forth herein. Any and all leaks in Service Connection shall be promptly repaired at the full expense of the Owner. Failure to promptly make necessary repairs may result in the discontinuance of Sanitary Sewer Service until all leaks are repaired by the Owner and the repair is inspected and approved by the

Authority. The owner shall be responsible for any inspection cost that may be incurred if the Authority deems it necessary that an inspection of the Service Connection be completed prior to the restoration of service.

No unauthorized person(s) shall uncover, make any connections with or opening into, use, alter, or disturb any part of the Sewer System or appurtenance thereof without first obtaining a written permit from the Authority as provided for herein.

All Service Connection lines not installed by the Authority must be inspected by the Authority's Inspector. Trenches must be left open until said inspection is completed. The Authority is to be notified no less than 24 hours in advance of installation and an appointment must be made for inspection. All pipes and pipe joints must be visible and accessible to the Authority's Inspector. If the work is satisfactory, the application for service, which must be on hand at the time of inspection, will be endorsed and returned to the Owner.

An Inspection Fee in accordance with the Schedule of Professional Fees, as adopted from time to time by resolution, shall be paid to the Authority at the time of inspection.

**3.02** **Notification Prior to Connection:** The permit holder shall notify the Authority 24 hours prior to when the Service Connection will be ready for inspection and testing prior to connection with the Sewer System. The connection shall be made under the Authority's supervision.

**3.03.** When two or more Consumers are supplied through a single Service Connection any violation of the Rules and Regulations of the Authority by either or any of the Consumers shall be deemed a violation as to all, and the Authority may take such action as could be taken against a single Consumer, except that such action shall not be taken until the innocent Consumer who is not in violation of the Authority's rules has been given a reasonable opportunity to install an individual Service Connection.

**3.04.** For any new construction or new Application for Sewer Service for which a new lateral will be required a separate and independent service connection/lateral shall be provided for every building; except where it is not possible, as determined by the Authority, to provide for each building on a property a separate and independent service connection/lateral, in which case the Authority may permit, in its sole discretion, modification of the requirements of this section. However, the Authority does not and shall not assume any obligation or responsibility for damage caused by or resulting from any such single connection aforementioned.

**3.05.** Where one Service Connection or Lateral has been used for two or more properties held in one ownership and there be a division of such ownership, whether by sale or otherwise, each property shall, thereafter, have its own Service Connection and Lateral, installed at the expense of the Consumer.

**3.06.** All costs and expenses incident to the installation, connection and maintenance of the Service Connection shall be borne by the Owner. The Consumer shall be responsible for any

damage done or caused by Domestic Sewage escaping from the Service Connection or any other pipe or fixture on the Consumer's property up to the curb / edge of roadway. The Authority, shall in no event be responsible for damage done by Domestic Sewage escaping from the Service Connection or any other pipe or fixture on the property of the Consumer up to the curb line / edge of roadway and the Consumer shall, at all times, comply with Federal, State, and local statutes, ordinances, and regulations pertaining to the discharge of sewage and shall take any corrective action required thereunder.

## **SECTION IV**

### **TAPPING FEES, SEWER RATES AND OTHER CHARGES; METERING REQUIREMENT**

**4.01.** In general, the tapping fee, connection fee and customer facilities fee required for connection to the Sewer System shall be governed by the Municipality Authorities Act, 53 P.S. 5601 et. seq, as amended from time to time.

**4.02.** The Tap-In Fee, Connection Fee, and Customer Facilities Fee established and imposed pursuant to this policy is charged for each Consumer Unit which is connected to the Sewer System, except as provided in Sections 4.03, 4.04, 4.05 and 4.06 herein.

**4.03.** Tap-In Fee: This fee applies only to new Consumers and is designed to recover costs of existing or planned facilities necessary to serve those Consumers, excluding costs recovered by other means, such as through Meter Rates or other charges. All new Consumers shall pay a Tap-In Fee as set by Resolution and as may be amended from time to time and adopted by the Authority.

**4.04.** Connection Fee: The Consumer shall be responsible for the entire cost of installation of the Lateral from the sewer main to the property or right-of-way line. If circumstances require construction of the Lateral by the Authority, the Authority shall calculate the connection fee based upon the actual costs related to said Lateral installation and the Consumer shall be responsible for the entire cost. The costs shall include all materials, labor, inspections, restoration, and administrative costs incurred in the extension of the lateral from the sewer main to the property line or right-of-way boundary.

**4.05.** Installation of Facilities by Consumer: The Authority may, by written agreement with the Consumer, allow the Consumer or his agent to install sewer facilities. Said agreement shall not be required for the installation of service connections/laterals. All sewer facilities installed by the Consumer in accordance with this section shall be dedicated to the Authority, except for service connections/lateral and any other component which the Authority may exempt from the dedication requirement. In cases where the Authority allows the Consumer or his agent to install any line or component which will constitute any portion of the sewer system, all construction must be performed in accordance with the most recent edition of the Authority's Construction Specifications, available at the Borough office. Any such construction shall be subject to

inspection by the Authority's Engineer or other designated inspection, and the Consumer shall be responsible for all inspection costs.

**4.06.** Customer Facilities Fee: If the Authority installs the service connection, the Consumer shall be responsible for actual costs incurred by the Authority for installation of the Service Connection to provide sewage facilities from the Lateral to the proposed dwelling or building to be served. The service connection shall be constructed in accordance with the Authority's Construction Specifications. See also Section 3.01.

**4.07.** Sewer rates and other charges established under this policy are imposed upon and shall be collected from the Owner of each Improved Property which shall be connected to the Sewer System, and/or any other person who may be liable for said rates and charges whether the benefit resulting from such connection shall be direct or indirect, which sewer rates and other charges shall commence and shall be effective for sewer service rendered on and after the date of connection of such Improved Property to the Sewer System and shall be payable as provided in these Rules and Regulations.

**4.08.** Any Improved Property constituting a Dwelling Unit, a Commercial Establishment or an Industrial Establishment, or otherwise constitutes a Consumer Unit as defined in these Rules and Regulations that discharges Domestic Sewage and/or Industrial Wastes into the Sewer System shall have installed a Water Meter to measure the volume of water usage or, as permitted in these Rules and Regulations, or a meter to measure the volume of discharge to the Sewer System. If an improved property is connected to and/or supplied water from source other than the Water Authority the Authority may require that the Consumer install a meter to measure the volume of discharge to the Sewer System. The Consumer shall complete installation of said meter at its own cost and expense within sixty (60) days after the Owner receives notice that the meter is available from the Authority. Maintenance of the meter shall remain the responsibility of the Consumer.

**4.09.** Except as otherwise provided in these Rules and Regulations, sewer rates and other charges for Sewage discharged into the Sewer System from any Consumer Unit shall be based on a Base Consumer Fee plus the volume of water usage (or at the discretion of the Authority, Domestic Sewage flow), adjusted, if appropriate, as determined by Resolution by the Authority. Each Meter Rate Consumer shall be subject to a minimum charge equivalent to the Base Consumer Fee as set by the Authority. The Base Consumer Fee shall be billed quarterly regardless of any lack of discharge into the sewer system.

**4.10.** Commencement of Charge: charges for sewer service commences when a meter is installed and a connection is made, regardless of whether sewer service is actually used.

**4.11.** In the event the Water Authority, at any time or for any reason, shall read the Water Meter of any Consumer Unit on a monthly basis, the meter readings for the appropriate billing period shall be totaled together for purposes of computing sewer rates and other applicable charges under these Rules and Regulations.

## **SECTION V**

### **BILLS – TIME AND METHOD OF PAYMENT – COMPLAINTS - ADJUSTMENTS**

**5.01.** Where one meter serves more than one Consumer Unit, only one Bill shall be generated with one Base Consumer Fee. Said Bill shall be in the Consumer's name, unless otherwise directed by the Consumer in accordance with Sections 5.07 and 5.08 herein.

**5.02.** Bills for service shall be rendered by the Authority on a quarterly basis, by the tenth day of January, April, July and October, respectively, in each year, or as soon after the tenth day of said months as possible, for service for the quarters ending with the last day of December, March, June and September, respectively. Any Consumer beginning or discontinuing service during a quarter shall be required to pay the proper prorated portion of such quarter's Bill.

**5.03.** All Bills for service and other charges shall be payable upon the date thereof and the appropriate amount, computed in accordance with Rates and Fees as set by Resolution, shall constitute the net Bill. The net Bill shall be due sixty (60) days from the date of billing. If the net Bill is not paid in full at the end of the sixty (60) day time period the bill shall bear interest in the sum of one-and one-half per cent (1.5%) per month. Any outstanding balance due plus such additional sum shall constitute the gross Bill. At the end of the sixty (60) day period from the date of billing, any gross Bill balance due shall be considered delinquent.

- 1) If service is terminated due to delinquency of the Bill or any other payment due to the Authority under these Rules and Regulations, service shall not be restored until; such delinquent Bill is paid in full, and; payment has been made of a reconnection fee in accordance with the most current Schedule of Rates and Fees and of all other costs and expenses incurred by the Authority related to collection of such delinquent Bill.

Termination of Service shall be in accordance with the Termination of Service provisions of these Rules and Regulations.

Payment made or postmarked on or before the last day of the applicable calendar day period shall constitute payment within such period. If the end of such calendar day period shall fall on a legal holiday or a Sunday, payment which shall be made on or mailed and postmarked on the next succeeding week-day which is not a legal holiday shall constitute payment within such period.

In the event rates for service and other charges imposed under the provisions of these Rules and Regulations shall become applicable to any Improved Property during a billing period, as set forth in this Section, or in the event service to any Improved Property shall begin after the first day or shall terminate before the last day of any billing period, as set forth in this Section, service rates and other charges for such billing period not based upon volume of water usage shall be prorated, as appropriate, for the applicable portion of the billing period.

**5.04.** Final Bills issued to a Customer vacating a Consumer Unit shall be due, in full, thirty (30) days from the date of billing. Only the Consumer may request issuance of a Final Bill. Should the Final Bill not be paid in full within thirty (30) days, or if the Tenant has not made payment arrangements satisfactory to the Authority, the Final Bill will be deemed delinquent and the Authority will first seek compensation for the entire amount from the Consumer, however, the Authority reserves the right to seek compensation from any other person who may be liable for said final bill.

**5.05.** Every Customer shall provide the Authority with, and thereafter shall keep the Authority apprised of their correct current address. Failure of any Customer to receive appropriate Bills for service rates and other charges shall not be considered an excuse for nonpayment nor shall such failure result in an extension of the period of time during which the net Bill shall be payable.

**5.06.** In the event of non-payment by a Tenant, a copy of the delinquent Bill and/or notice shall be mailed to the Consumer within thirty (30) days of the bill becoming delinquent. If a Bill remains delinquent for thirty (30) days, the Authority shall notify the Consumer of its intent to file a municipal lien against the Consumer's property, and if payment is not received within thirty (30) days thereafter, the Authority shall file and enforce a municipal lien. In accordance with applicable law and as set forth in the most current Schedule of Attorney's Fees, as adopted by the Authority, the Consumer shall be responsible for all filing fees and other costs associated with filing and/or enforcing the municipal lien.

**5.07.** Bills shall only be rendered to the Consumer who has contracted for Sewer Service, or to his Tenant if the Consumer so directs. Should the Consumer elect to have the Tenant receive the quarterly Bill, the Consumer will also be responsible for filing an application in accordance with Section II of these Rules and Regulations.

**5.08.** Should an Owner elect to have a Tenant billed directly, the Tenant may be required to make a security deposit to the Authority in accordance with the latest Schedule of Rates and Fees, before Sewer Service is provided. The Authority may require a security deposit if:

- 1) The Tenant has been a Customer of the Authority within the preceding twenty-four months and the Tenant has an unpaid balance from prior service or the Tenant was ever delinquent in the payment for service or other charges.
- 2) The Tenant provides information that demonstrates that the Tenant is a credit risk. The Authority may request that the tenant provide credit information including but not limited to: the name of the employer of the applicant, place and length of employment, residences during the previous 5 years, letters of reference, credit cards and any significant source of income other than from employment. The Authority shall not require a security deposit solely based on the fact that the Tenant has no prior credit history.

The security deposit shall be retained for a period of one (1) year and shall be refunded thereafter without interest, provided that;

- 1) The applicant has not been in violation of these Rules and Regulations during the one year time period, or
- 2) The applicant has not been delinquent during the one year time period.

If the security deposit is not returned to the Tenant for the reasons set forth above the Authority shall retain the security deposit until such time as the Applicant completes a one year period without violating the reasons for non-return above, or until the Tenant vacates the premises and has paid in full all outstanding charges. If the Tenant vacates the consumer unit and there are unpaid charges, those charges shall be debit from the security deposit, and the remaining amount, if any, shall be returned to the Tenant.

**5.09** **Security Deposits for Existing Customers:** The Authority may require a security deposit from existing customer if:

- 1) A Customer has been delinquent in payment for two consecutive bills or delinquent in payment for two bills within a calendar year; or
- 2) Service has been terminated in accordance with these Rules and Regulations; or
- 3) The Customer has failed to comply with a settlement or payment agreement.

Security Deposits that are required as a result of termination must be paid prior to the restoration of service. Security Deposits that are required as a result of delinquency or failure to comply with a settlement or payment agreement shall be due within ten (10) days of the issuance of the notice that a security deposit will be required. If the security deposit is not remitted with ten days service may be terminated in accordance with the Termination of Service Provisions of these Rules and Regulations.

Customers who are delinquent in payment shall be notified in the notice of delinquency that two consecutive delinquencies or two delinquencies within a calendar year may result in the imposition of a security deposit.

**5.10.** Whenever a Tenant desires to have its Service Contract terminated, the Consumer shall notify the Authority to that effect in writing. Customers shall be responsible for the payment of all services rendered by the Authority until such written notice is received and the service is discontinued. For Customers with Meter Rate service, the Authority shall have a reasonable time from the receipt of the notice to take the final reading of the Water Meter or meters before actually discontinuing service.

**5.11.** Immediately following the final reading of a meter, due to written notification that a Tenant will be terminating their Service Contract, a new account will be created in the name of the Consumer and the Consumer shall be liable for charges based on sewerage discharge and/or a pro-rated Base Consumer Fee, until such time as another Tenant assumes liability for the service charges, and the next initial reading upon written notification that a new Tenant will be occupying the Consumer Unit.

**5.12.** **Disputing Bills:** If a Customer believes a Bill to be in error and wishes to dispute the bill, the Customer shall present the claim in writing by mail or in person at the Borough of Mercersburg office at 113 South Main Street, Mercersburg, PA 17236 within ten (10) business days of the issuance of the bill. The Authority shall render a decision as to whether the bill is correct or whether an adjustment is necessary.

The Authority will only consider requests for adjustments to the Bill for water leaks which resulted from a situation which was beyond the control of the responsible Consumer and/or Customer. The Authority shall make a final determination as to what constitutes a situation which was beyond the control of the responsible Consumer and/or Customer. A situation beyond the control of the Consumer and/or Customer does not include situations where the Consumer/Customer fails to shut off running water, resulting in the use of excess water and/or situations where the Consumer/Customer knew or should have known of a defect in the Service Connection or plumbing which resulted in the use of excess water. The Authority shall make a final determination as to whether the Consumer/Customer knew or should have known of a defect in the Service Connection or plumbing which resulted in the use of excess water.

Only one leak adjustment will be granted per Customer per twenty (20) billing cycles. No Bill will be adjusted unless the cause of the leak has been determined, repaired and consumption has returned to normal.

This provision in no way obligates the Authority to grant any adjustment to any Bill. Any adjustment that is granted is purely discretionary and in no way creates a precedent for future adjustments for any Customer.

**5.13.** Complaints and requests for Bill adjustments must be filed in writing with the Authority. Requests for adjustments cannot be made until the billing quarter immediately following the quarter from which the request is referencing has concluded.

**5.14.** Special Meter Reading: If a Customer requests that the Authority conduct a special meter reading, the Customer will be allowed one such special reading per calendar year. For any additional meter readings, the Customer will be billed in accordance with the most current Schedule of Rates and Fees, unless the reading reveals that the previous meter reading was in error.

**5.14.** Meter Testing: If a Customer requests that the Authority test the meter, the Customer shall pay a fee in accordance with the most current Schedule of Rates and Fees for the cost of the test and shall reimburse the Authority for any expenses incurred as a result of said test, unless the test reveals that the meter has been registering in error in accordance with the criteria forth in Section 6.08.

**5.15.** Water Service Leak: a Customer may request an adjustment to the sewer Bill if there has been a water leak on the Customer end of the Water Meter and the water was not discharged into the Sanitary Sewer System. The Customer must present evidence of the leak and evidence that the water was not discharged into the Sanitary Sewer System. The Authority in its sole discretion may reduce the sewer Bill to the average of the sewer Bills for the preceding four (4) billing periods. The Authority may only issue one (1) adjustment Consumer unit per calendar year.

**5.16.** An application for Sewer Service may be denied if there is an unpaid delinquent amount associated with the Consumer unit. Service shall not be provided until such time as any delinquent charges for the Consumer Unit are paid in full.

**5.17.** Service to a new Customer with an existing Bill due may be denied should said bill be in any state other than a current *and* final Bill. Service may be refused until such time as any outstanding charges or fees stemming from that Customer are paid in full.

**5.18.** Checks made payable to the Authority that are returned due to insufficient funds will be assessed a returned check fee, in accordance with the latest Schedule of Rates and Fees, which fee, that shall not exceed the charge actually incurred by the Authority will be added to said Bill.

**5.19.** Termination of Service: The Authority may terminate service for the reasons set forth in these Rules and Regulations and shall at all times comply with all laws applicable to the termination of service.

Prior to terminating service the Authority shall give notice, in the manner required by law, of its intention to request and direct the termination of water supply to the Improved Property. Any such notice shall be mailed to the Customer and shall be posted at a main entrance to the Improved Property.

Service may be terminated without notice for the reasons set forth in Section 2.12 of these Rules and Regulations.

**5.20.** Authority staff is authorized to execute payment agreements with Customers when a Customer's bill is substantially in excess of the prior quarter's bill due to usage. "Substantially in excess" shall mean that the bill is at least two times (2x) in excess of the prior quarter's bill. Payment agreements shall set forth payment amounts to be paid by the Customer in equal monthly installments, including penalties, over a time period not to exceed six (6) months. Customers shall be limited to entering into no more than one (1) payment plan per person and per property.

## **SECTION VI**

### **METERED CONSUMERS**

**6.01.** Any Improved Property that discharges Sewage into the Sewer System that also has installed a Water Meter to measure the volume of water usage or a meter to measure the volume of discharge to the Sewer System shall be billed based on the amount of water consumed or the amount of wastewater discharged into the sewer system, as applicable. Each Meter Rate Consumer's service shall have a separate Water Meter or sewage meter to register the amount of water consumed or sewage discharged, except as provided elsewhere in this policy.

**6.02.** Service shall be rendered to all new Consumers within the corporate limits of the Borough of Mercersburg by the use of Water Meters.

**6.03.** All meters to measure sewer discharge shall be furnished by, and shall remain the property of the Authority, and shall be accessible to and subject to the Authority's control. Meters to measure sewage discharge shall be located within the structure being supplied service at a location approved by the Authority, subject to the exception in Section 6.04 below. The meter

shall be conveniently located within the building being supplied with water service at a location approved by the Authority, that measures the supply of water being provided to the premises. The Authority reserves the right to determine when and where meters and remote readers shall be installed.

**6.04.** If the Authority determines that it is necessary to place the meter to measure sewage discharge outside of the structure being supplied service the meter may be placed in a concrete or brick vault with a suitable cover with lock and key or in a pre-cast meter pit. The vault or pit shall be built inside the property line of the structure which is being supplied service. The meter shall be installed at the expense of the Consumer.

**6.05.** The Authority shall determine the size of the meter to be installed based on the service requested and the Authority may change the size of meter for a service which has already been installed.

**6.06.** All areas around the Authority's meters, remote readers, and/or meter vaults or pits shall be kept free of any and all obstructions.

**6.07.** Meters to measure sewage discharge shall be maintained by the Authority as far as ordinary wear and tear is concerned but the Consumer shall be responsible for any damage to, or loss of, any meter. The Consumer shall not permit anyone who is not an agent of the Authority, or otherwise lawfully authorized, to remove, inspect or tamper with the Authority's meter, or any property of the Authority on his premises.

**6.08.** In case of a disputed account involving the accuracy of a meter, such meter shall be tested, upon request of the Consumer. In the event that the meter so tested is found to have an error in registration greater than that listed below, at a flow rate equal to that listed below, the Bills will be increased or decreased accordingly as provided by the aforesaid rules.

<u>Meter Size</u>	<u>Flow Rate</u>	<u>Registration Error</u>
5/8"	1/4 GPM	5%
	>1/4 GPM	4%
3/4"	1/2 GPM	5%
	>1/2 GPM	4%
1"	3/4 GPM	5%
	>3/4 GPM	4%

**6.09.** If the meter tested shall be found to have an error in registration less than that listed in Section 6.08, at a flow rate equal to that listed in Section 6.08, then the Consumer shall pay the Work Costs of the test which shall be an amount in accordance with the most current Schedule of Rates and Fees. If the error in registration is more than that listed in Section 6.08, at a flow rate equal to that listed in Section 6.08, then the Consumer shall not be responsible for the Work Costs or other fees associates with the test.

**6.10.** The Consumer shall at once notify the Authority of any injury to or of any cessation in registration of the sewer discharge meter as soon as it comes to his knowledge. The Authority shall not be responsible for refunds or adjustments for a period in excess of two calendar quarters immediately preceding the time when a claim is made.

**6.11.** Where any property is found to have more than one Consumer Unit, the Consumer shall have the right to request that a separate meter be installed for each such Consumer Unit, with all costs associated with such an installation, including the Work Costs of the Authority, being borne by the Consumer.

**6.12.** If a Consumer does not have an outside water or sewage meter and the meter reader is unable to gain access to read the meter, he shall leave a post card on the premises for the Consumer to report the meter reading. Any Consumer who fails to complete this card and return it to Borough Hall within five (5) days shall pay a \$5.00 Service Charge for the increased expense incurred by the Authority for issuance of an estimated Bill.

**6.13.** **Meter Broken:** If it is determined that a meter failed to register correctly, or if the meter is stopped for any cause, or if the meter seal is broken and/or needs to be replaced, the Customer shall pay a billing rate estimated on the average of the last four (4) billing periods. If the Consumer, or the Consumer's Tenant, has not been metered for two years, it shall mean the two billing periods immediately prior to the disputed period.

Furthermore, if a meter seal is broken the Authority reserves the right to remove the meter for testing and the cost of the meter testing and the labor involved with the removal and reinstallation of the meter shall be charged to the Consumer in accordance with the most current Schedule of Rates and Fees. The authority also reserves the right to prosecute whomever brakes a meter seal, defaces the meter, or damages the meter in accordance with 18 P.S. §3926, as amended.

## **SECTION VII**

### **ADMISSION OF INDUSTRIAL WASTES INTO THE SEWER SYSTEM**

**7.01.** A wastewater discharge permit must be obtained from the Authority for all waste discharged into the Sewer System having:

- (1) A five (5) day B.O.D. greater than 300 ppm by weight; or
- (2) A suspended solids content greater than three hundred (300) ppm by width; or
- (3) A Chlorine Demand greater than five (5) ppm; or
- (4) An average daily flow greater than five per cent (5%) of the average daily flow at the Sewage Treatment Works, or

- (5) Any liquid or vapor having a temperature higher than 40 degrees centigrade (40°c) or 104 degrees Fahrenheit (104° F); or
- (6) Any quantity of substances possessing characteristics described in Section IX shall be subject to prior review and approval of the Authority.

A new application for service shall be made to and approved by the Authority or its duly authorized agent. In support of the application, the Consumer shall submit, in units and terms appropriate for evaluation, information including but not limited to the following:

- A. Name, address and location, including the name of the operator and owner.
- B. SIC number according to the Standard Industrial Classification Manual, Bureau of the Budget, 1987, as amended;
- C. A list of any environmental control permits held by or for the facility.
- D. Description of activities, facilities, and plant processes on the premises including a list of all raw materials and chemicals used or stored at the facility, which are or could be discharged;
- E. Water usage and disposal;
- F. Time and duration of contribution;
- G. Average daily and maximum daily flow, and 30-minute peak wastewater flow rates in gallons per day, including: daily, monthly, and seasonal variations, if any;
- H. Each product produced by type, amount, process or processes, and rate of production;
- I. Type and amount of raw materials processed (average and maximum per day);
- J. Number and type of employees, hours of operation of plant, and proposed or actual hours of operation of pretreatment system.
- K. Wastewater constituents and characteristics as determined by a reliable analytical laboratory; sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to Section 304 (g) of the Clean Water Act and contained in 40 CFR 136, as amended.
- L. Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, floor drains, sewer connections, and appurtenances by size, location, and elevation and all points of discharge.
- M. Where known, the nature and concentration of any pollutants in the discharge which are limited by any local, State or Federal Pretreatment Standards, and a statement reviewed by

the Consumer's authorized representative and certified by a qualified professional, regarding whether or not the Pretreatment Standards are being met on a consistent basis, and if not, whether additional Operation and Maintenance (O&M) and/or additional pretreatment is required for the Consumer to meet the applicable Pretreatment Standards.

N. If additional pretreatment and/or O&M will be required to meet the Pretreatment Standards, the shortest schedule by which the Consumer will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard.

The following conditions shall apply to this schedule:

1. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the Consumer to meet the applicable Pretreatment Standards (e.g., including, but not limited to, hiring an engineer, completing preliminary plans, completing final plans, executing contracts for major components, commencing and completing construction, beginning and conducting routine operation, etc.).
2. No increment shall exceed nine (9) months.
3. No later than fourteen (14) days following each date in the schedule and the final date for compliance, the Consumer shall submit a progress report to the Authority, including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the Consumer to return to the schedule established. In no event shall no more than nine (9) months elapse between such progress reports to the Authority.

O. Any other information as may be deemed by the Authority to be necessary to evaluate the permit application.

P. The permit application shall be signed by an authorized representative of the Consumer and certified to by a qualified professional. The application shall contain the following certification statement:

1. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

- Q. The Authority will evaluate the data furnished by the Consumer and may require additional information. After evaluation and acceptance of the data furnished, the Authority may issue a Wastewater Discharge Permit subject to the terms and conditions provided in Sec. 7.02, below.
- R. Within ninety (90) days of promulgation of a Federal Categorical Pretreatment Standard, the Industrial Consumer Wastewater Discharge Permit subject to such standard shall be revised to require compliance with such standard within the time frame prescribed by such standard. Where an Industrial Consumer, subject to a Federal Categorical Pretreatment Standard, has not previously submitted an application for a Wastewater Discharge Permit as required by this section, the Industrial Consumer shall apply for a Wastewater Discharge Permit within 180 days after the promulgation of the applicable Federal Categorical Pretreatment Standard. In addition, the Industrial Consumer with an existing Wastewater Discharge Permit shall submit to the Authority within 180 days after the promulgation of an applicable Federal Categorical Pretreatment Standard the information required in Section 7.01 (L) and (M).

**7.02.** Wastewater Discharge Permits shall be expressly subject to all provisions of the Authority's Rules and Regulations, local sewer ordinances, and all other applicable regulations, Consumer charges and fees established by the Authority. Permits may contain the following:

- A. Wastewater discharge permits must contain:
  - (1) A statement that indicates wastewater discharge permit duration, which in no event shall exceed five (5) years;
  - (2) A statement that the wastewater discharge permit is nontransferable without prior notification and approval of the Authority in accordance with Section 7.07 of the Rules and Regulations, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;
  - (3) Effluent limits based on applicable pretreatment standards;
  - (4) Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law; and
  - (5) A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.
- B. Permits may contain the following:

- (1) The unit charge or schedule of Consumer charges and fees for the wastewater to be discharged to the Sewer System;
- (2) Limits on the average and maximum wastewater constituents and characteristics;
- (3) Limits on average and maximum rate and time of discharge or requirements for flow regulations and equalization;
- (4) Requirements for installation and maintenance of inspection and sampling facilities;
- (5) Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests, and reporting schedules;
- (6) Compliance schedules;
- (7) Requirements for submission of technical reports or discharge reports;
- (8) Requirements for maintaining and retaining plant records relating to wastewater discharge for three (3) years or longer as specified by the Authority and affording the Authority access thereto, which period shall be automatically extended for the duration of any litigation concerning the Consumer or the Authority;
- (9) Requirements for prior notification to the Authority of any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the sewer system;
- (10) Requirements for notification of slug discharges;
- (11) Requirements for installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the sewer system;
- (12) Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges.
- (13) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the sewer system;
- (14) A statement that compliance with the wastewater discharge permit does not relieve the Permittee of the responsibility for compliance with all applicable

Federal and State pretreatment standards, including those which become effective during the term of the wastewater discharge permit; and

- (15) Other requirements as deemed necessary by the Authority to ensure compliance with the Authority's Rules and Regulations.

**7.03.** Permit Duration: Permits shall be issued for a specified time period, not to exceed five (5) years. A permit may be issued for a period of less than one (1) year, or may be stated to expire on a specific date.

**7.04.** Public Notice: The Authority shall publish in the local newspaper a notice of intent to issue an Industrial Consumer Wastewater Discharge Permit at least fourteen (14) days prior to issuance. The notice will indicate a location where the draft permit may be reviewed, and an address where written comments may be submitted.

**7.05.** Permit Appeals: The Authority will provide interested parties with notice of final permit decisions. Upon notice by the Authority, any person, including the Permittee, may petition to appeal the terms of the permit in writing within thirty (30) days of the notice.

- A. Failure to submit a timely petition for review shall be deemed a waiver of the appeal.
- B. In the petition, the appealing party must indicate the permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to be placed in the permit.
- C. The effectiveness of this permit shall not be stayed pending reconsideration by the Authority. If, after reviewing the petition and any arguments, the Authority determines that reconsideration is appropriate, the Authority shall remand the permit for reissuance.
- D. An Authority decision not to reconsider a final permit shall be considered a final administrative action for purposes of judicial review.
- E. The Permittee seeking judicial review of the Authority's final action must do so by filing a complaint with the Court of Common Pleas within thirty (30) days.

**7.06.** Permit Modification: The terms and conditions of the Wastewater Discharge Permit may be subject to modification by the Authority during the term of the permit. These reasons include, but are not limited to, the following:

- A. To incorporate any new or revised Federal, State or local Pretreatment Standards or Requirements;
- B. Any changes in the Permittee's operation, process or discharge characteristics;

- C. Information indicating that the permitted discharge poses a threat to the Authority's collection and treatment facilities, personnel, or receiving waters;
- D. Violation of any terms or conditions of the Permit;
- E. Misrepresentation or failure, upon the Permittee's part, to disclose fully all relevant facts in the permit application or any required reporting;
- F. To correct typographical or other errors in the permit;
- G. To reflect transfer of facility ownership and/or operation to a new owner/operator.
- H. A change in the sewer system that requires either a temporary or permanent reduction or elimination of the authorized discharge.

The Permittee shall be informed of any proposed changes in his permit at least thirty (30) days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance as determined by the Authority. The filing of a request by the Permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changed or anticipated noncompliance, does not stay any permit condition.

**7.07.** **Permit Transfer:** Wastewater Discharge Permits are issued to a specific Consumer for a specific operation. A Wastewater Discharge Permit shall not be reassigned, transferred, or sold to a new owner, new Consumer, different premises, or a new or changed operation without the written approval of the Authority. Failure to provide advance notice of a transfer renders the permit void as of the date of transfer.

- A. The Permittee must be given at least thirty (30) days advance notice to the Authority;
- B. The notice shall include a written notarized certification by the new owner which:
  - 1) States that the new owner and/or operator has no intent to change the facility's operations and processes;
  - 2) Identifies the specific date on which the transfer is to occur;
  - 3) Acknowledges full responsibility for complying with the existing permit.

**7.08.** **Permit Termination:** Wastewater Discharge Permits may be terminated for good cause, including but not limited to, the following reasons:

- 1) Falsifying monitoring reports.

- 2) Tampering with monitoring equipment.
- 3) Refusing to allow timely access to the facility premises and records.
- 4) Failure to meet effluent limitations.
- 5) Failure to pay fines.
- 6) Failure to pay sewer charges.
- 7) Failure to meet compliance schedules
- 8) Failure to notify the Authority of significant changes to the wastewater prior to the changed discharge.
- 9) Failure to provide prior notification to the Authority of changed conditions pursuant to Section 7.05 of these Rules and Regulations.
- 10) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application.
- 11) Failure to complete a wastewater survey or the wastewater discharge permit application.
- 12) Failure to provide advance notice of the transfer of ownership of a permitted facility.
- 13) Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or these Rules and Regulations.

Wastewater discharge permits shall be voidable upon cessation of operations or transfer of ownership. All wastewater discharge permits issued to a particular Consumer are void upon the issuance of a new wastewater discharge permit to that Consumer.

**7.09.** Permit Reissuance: The Permittee shall apply for permit reissuance a minimum of 180 days prior to the expiration of the Consumer's existing Wastewater Discharge Permit. If the permit is not reissued by the Authority prior to its expiration date, the conditions of the existing permit shall continue until such time that a new permit is issued by the Authority, though not to exceed three (3) months.

**7.10.** Baseline Monitoring Report (BMR): Within either one hundred eighty (180) days after the effective date of a Federal Categorical Pretreatment Standard, or the final administrative decision of a category determination under 40 CFR 403.6 (a) (4), whichever is later, existing Categorical Consumers currently discharging to or scheduled to discharge to the Sewer System, shall be required to submit a BMR to the Authority. At least

ninety (90) days prior to commencement of their discharge, new sources, and sources that become Categorical Consumers subsequent to the promulgation of an applicable Categorical Standard, shall be required to submit a BMR. A new source shall also report the method of pretreatment it intends to use to meet applicable Categorical Standards, and provide estimates of its anticipated flows and quantity of pollutants discharged. Categorical Consumers shall submit the following information for a BMR:

- A. The name and address of the facility, including the name of the operator and owner;
- B. A list of any environmental control permits held by or for the facility;
- C. A brief description of the nature, average rate of production, and standard industrial classifications (SIC) of the operation(s) carried out by such Consumer. This description shall include a schematic process diagram, which indicates points of discharge to the Sewer System from the regulated processes;
- D. Information showing the measured average daily and maximum daily flow, in gallons per day, to the Sewer System from regulated process waste streams and other waste streams, as necessary, to allow use of the combined waste stream formula, as established in 40 CFR 403.6 (e);
- E. The Categorical Standards applicable to each regulated process and the results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the Authority, of the regulated pollutants for each regulated waste stream. Instantaneous, daily maximum and long term average concentrations or mass, where required, shall be reported. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures established in 40 CFR Part 136. Sampling shall be performed in accordance with techniques approved by EPA;
- F. A certification statement reviewed by the Consumer's authorized representative and certified by a qualified professional, indicating whether Pretreatment Standards are being met on a consistent basis, and if not, whether additional Operations and Maintenance (O&M) and/or additional pretreatment, is required to meet the Pretreatment Standards and requirements;
- G. If additional pretreatment and/or O&M will be required to meet the Pretreatment Standards, the shortest schedule by which the Consumer will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. A compliance schedule shall meet the requirements set forth Section 7.01N. of these Rules and Regulations.

All BMRs shall be signed by an authorized representative of the Consumer and certified to by a qualified professional. The application shall contain the following certification

statement:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

**7.11.** **Compliance Date Report:** Within ninety (90) days following the date for final compliance with applicable Pretreatment Standards or, in the case of a New Source, following commencement of the introduction of wastewater into the Sewer System, any Consumer subject to Pretreatment Standards or requirements shall submit to the Authority a report containing the information described in Section 7.10 D. through F. of these Rules and Regulations, including but not limited to the nature and concentration of all pollutants in the discharge from the regulated process which are limited by Pretreatment Standards or Requirements and the average and maximum daily flow for these process units in the Consumer facility which are limited by such Pretreatment Standards or Requirements. The report shall state whether the applicable Pretreatment Standards or Requirements are being met on a consistent basis and, if not, what additional O&M and/or pretreatment is necessary to bring the Consumer into compliance with the applicable Pretreatment Standards or requirements. For Consumers subject to equivalent mass or concentration limits established in accordance with the procedures in 40 C.F.R. 403.6 (c), this report shall contain a reasonable measure of the Consumer's long-term production rate. For all other Consumers subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the Consumer's actual production during the appropriate sampling period. This report shall be signed and certified in accordance with Section 7.10.H. of these Rules and Regulations.

**7.12.** **Periodic Compliance Reports:** Any Consumer subject to a Pretreatment Standard after the compliance date of such Pretreatment Standard, or, in the case of a New Source, after commencement of the discharge into the Sewer System, shall submit to the Authority during the months of June and December, unless required more frequently in the Pretreatment Standard or by the Authority, a report indicating the nature and concentration of pollutants in the effluent which are limited by such Pretreatment Standards and the measured or estimated average and maximum daily flows for the reporting period. In addition, this report shall include a record of all daily flows which, during the reporting period, exceeded the average daily flow allowed in the Wastewater Discharge Permit. If sampling by the Consumer indicates a violation, the Consumer shall notify the Authority within 24 hours of becoming aware of the violation. The Consumer shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Authority within thirty (30) days after becoming aware of the violation, or if the Authority performs sampling at the Consumer's facility between the time when the Consumer performs its initial sampling and the time the Consumer receives the results of this sampling. At the discretion of the Authority, and in consideration of such factors as local high and low flow rates, holidays, budget cycles, etc., the Authority may agree to alter the months during which the above reports are to be submitted. This

report shall be signed and certified in accordance with Section 7.02P. of these Rules and Regulations.

- A. The Authority may impose mass limitations on Consumers which are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases where the imposition of mass limitations are appropriate. In such cases, the report required by Section 7.11 shall indicate the mass of pollutants regulated by Pretreatment Standards in the effluent of the Consumer. These reports shall contain the results of sampling and analysis of the discharge, including the flow and the nature and concentration, or production and mass where requested by the Authority, of pollutants contained therein which are limited by the applicable Pretreatment Standards. The frequency of monitoring shall be as prescribed in the applicable Pretreatment Standard or by the Authority.

All analyses shall be performed in accordance with procedures established 40 CFR 136 and amendments thereto, or with any other test procedure approved by EPA. Sampling shall be performed in accordance with the techniques approved by EPA. (Comment: Where 40 CFR 136 does not include a sampling or analytical technique for the pollutant in question, sampling and analysis shall be performed in accordance with the procedures set forth in the EPA publication, "Sampling and Analysis Procedures for Screening of Industrial Effluents for Priority Pollutants" April 1977, and amendments thereto, or with another sampling and analytical procedure approved by EPA.)

- B. Sampling Collection - The Consumer must have the wastewater samples collected using flow proportional composite collection techniques. In the event flow proportional sampling is infeasible, the Authority may authorize the use of time proportional sampling or a minimum of four (4) grab samples where the Consumer demonstrates that this will provide a representative sample of the effluent being discharged. In addition, grab samples may be required to show compliance with instantaneous discharge limits. Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides and total toxic organics (volatile organic compounds) must be obtained using grab collection techniques.
- C. All wastewater samples must be representative of the Consumer's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a Consumer to keep its monitoring facility in good working order shall not be grounds for the Consumer to claim that sample results are unrepresentative of its discharge.
- D. If a Consumer subject to the reporting requirement in this section monitors any pollutant more frequently than required by the Authority using the procedures prescribed in Section B above of these Rules and Regulations, the results of this monitoring shall be included in the report.

**7.13.** Report of Changed Conditions: Each Consumer, whether permitted or not, must notify the Authority of any planned significant changes to the Consumer's operation or system which might alter the nature, quality, or volume of its wastewater at least thirty (30) days before the change occurs. The Consumer may be required to submit information to the Authority as may be deemed necessary to evaluate the changed condition. The Authority may issue a new Wastewater Discharge Permit or modify an existing Wastewater Discharge Permit as directed under Section 7.06 of these Rules and Regulations, as applicable. For purposes of this requirement, significant changes include, but are not limited to, flow increases of twenty percent (20%) or greater, and the discharge of any previously unreported pollutants.

**7.14.** Notification of Hazardous Waste Discharge

- A. Any Consumer who commences the discharge of hazardous waste shall notify the Authority, the EPA Regional Waste Management Division Director, and DEP Waste Management authorities in writing of any discharge into the Sewer System of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR 261. Such notification shall include:
  - 1) The name of the hazardous wastes as set forth in 40 CFR 261;
  - 2) The EPA hazardous waste number; and
  - 3) The type of discharge (continuous, batch or other).
- B. If the Consumer discharges more than 100 kilograms of such waste per calendar month to the Sewer System, the notification shall also contain the following information to the extent such information is known and readily available to the Consumer:
  - 1) An identification of the hazardous constituents in the waste;
  - 2) An estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month; and
  - 3) An estimation of the mass of constituents in the waste stream expected to be discharged during the following twelve (12) months.
- C. All notifications shall take place no later than one hundred eighty (180) days after the discharge commences. Any notification under this Section need be submitted only once for each hazardous waste discharge. However, notifications of changed discharges shall be submitted under Section 7.13 of these Rules and Regulations. This notification requirement does not apply to pollutants already reported by Consumers subject to Categorical Standards under the monitoring requirements of Section 7 of these Rules and Regulations.

- D. Dischargers are exempt from the requirements of paragraphs A, B and C of this Section during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30 (d) and 261.33 (e). Discharge of more than fifteen (15) kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30 (d) and 261.33 (e), requires a one-time notification. Subsequent months during which the Consumer discharges more than such quantities of any hazardous waste do not require additional notification.
- E. In the case of any new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the Consumer shall notify the Authority, the EPA Regional Waste Management Waste Division Director, and DEP Waste Management authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.
- F. In the case of any notification made under this section, the Consumer shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.
- G. This provision does not create a right to discharge any substance not otherwise permitted to be discharged by these Rules and Regulations, a Wastewater Discharge Permit issued hereunder, or any applicable Federal, State or local law.
- H. Authority Control Over Prohibited Materials - If any waters or wastes are discharged or proposed to be discharged to the public sewers, which waters contain any of the substances or possess any of the characteristics enumerated in 40 CFR 261, or which, in the opinion of the Authority, Engineer, and/or Authority Staff, may have a deleterious effect upon the sewers or wastewater treatment facilities or receiving waters or which otherwise create a hazard to life or constitute a public nuisance, or constitute an industrial waste, hazardous waste, or toxic waste discharge as defined by EPA or DEP, the Authority may:
  - 1) Reject the wastes;
  - 2) Require sampling, testing, and/or pretreatment to an acceptable condition as determined by the Authority in its sole discretion;
  - 3) Require control over quantities and rates of discharge; and/or,
  - 4) Require payment to cover any added costs of handling and treating the wastes not covered by existing sewer charges.

If the Authority permits the pretreatment or equalization of waste flow alternatives, the design of the facilities shall be subject to the review and approval of the Authority Staff and/or Engineer.

**7.15. Monitoring Facilities:** The Authority shall require to be provided and operated at the Consumer's own expense, monitoring facilities to allow inspection, sampling, and flow measurement of a service connection and/or internal drainage systems. The monitoring facility should normally be situated on the Consumer's premises, but the Authority may, when such a location would be impractical or cause undue hardship on the Consumer, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles. There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility's sampling and measuring equipment shall be maintained at all times in a safe and proper condition at the expense of the Consumer. Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the Authority's requirements and all applicable local construction standards and specifications. Construction shall be completed within ninety (90) days following written notification by the Authority.

**7.16. Inspection and Sampling:**

- A. Duly authorized agents and/or employees of the Authority bearing proper credentials and identification shall have the right to enter and inspect all properties and facilities of any Consumer to ascertain whether the purpose of local sewer ordinances and any wastewater discharge permit or order issued there under and the Authority's Rules and Regulations are being met and all requirements are being complied with. Persons or occupants of premises where wastewater subject to the requirements of Section 7 is created or discharged shall allow the Authority or its representatives ready access during all working hours to all parts of the premises for the purposes of inspection, observation, measurement, testing, sampling, records examination and access to as well as the right to a copy of all pertinent records or in the performance of any of their duties. The Authority, the State and the EPA shall have the right to set up on the Consumer's property or require installation of, such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations. All devices used to measure wastewater flow and quality shall be calibrated semi-annually to ensure their accuracy. Where a Consumer has security measures in force which would require proper identification and clearance before entry onto its premises, the Consumer shall make necessary arrangements with its security guards so that upon presentation of suitable identification, personnel from the Authority, the State and the EPA will be permitted to enter without delay, for the purposes of performing their specific responsibilities.
- B. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the Consumer at the written or verbal request of the Authority and shall not be replaced. The

costs of clearing such access shall be born by the Consumer.

- C. Unreasonable delays in allowing the Authority access to the Consumer's premises shall be a violation of these Rules and Regulations.

**7.17.** **Search Warrants:** If the Authority has been refused access to a building, structure or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of these Rules and Regulations, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with these Rules and Regulations, specifically Section 7 thereof, or any permit or Order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the Authority may seek issuance of a search warrant from the Court of Common Pleas.

**7.18.** **Pretreatment**

- A. Consumers shall provide necessary wastewater treatment as required to comply with these Rules and Regulations, and shall achieve compliance with all Federal Categorical Pretreatment Standards, local limits and these Rules and Regulations within the time limitations as specified by the Federal Pretreatment Regulations, the State or the Authority, whichever is more stringent. Any facilities required to pre-treat wastewater to a level acceptable to the Authority shall be provided, operated, and maintained at the Consumer's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the Authority for review, and shall be acceptable to the Authority before construction of the facilities. The review of such plans and operating procedures shall in no way relieve the Consumer from the responsibility of modifying the facilities as necessary to produce an effluent acceptable to the Authority under the provisions of these Rules and Regulations and the Authority's Rules and Regulations. Any subsequent changes in the pretreatment facilities or method operations shall be reported to and be accepted by the Authority prior to the Consumer's initiation of the changes.
- B. Whenever deemed necessary, the Authority may require Consumers to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams, and such other conditions as may be necessary to protect the Sewer System and determine the Consumer's compliance with the requirements of these Rules and Regulations.
- C. The Authority may require any person discharging into the Sewer System to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. A wastewater discharge permit may be issued solely for flow equalization.

**7.19.** **Significant Non-Compliance:** The Authority may annually publish in the local newspaper a

list of the Consumers which were in Significant Noncompliance (SNC) with applicable Pretreatment Standards or Requirements at least once during the previous twelve (12) months. The notification may also summarize any enforcement actions taken by the Authority against the Consumers during the same twelve (12) months. For the purpose of this provision, a Consumer is in SNC if its violation meets one or more of the following criteria:

- A. Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all of the measurements taken during a six-month period exceed (by any magnitude) the daily maximum limit or the average monthly limit for the same pollutant;
- B. Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of all of the measurements for each pollutant parameter taken during a six-month period equals or exceeds the product of the daily maximum limit or the average monthly limit multiplied by the applicable TRC (TRC - 1.4 for BOD, F, O&G, TSS, and 1.2 for all other pollutants except pH);
- C. Any other discharge violation that the Authority determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of Authority personnel or the general public);
- D. Any discharge of a pollutant that has caused an imminent endangerment to human health, welfare or to the environment or has resulted in the Authority's exercise of its emergency authority under 40 CFR 403.8 (f) (1) (vi) (B) to halt or prevent such a discharge;
- E. Failure to meet, within ninety (90) days after the schedule date, a compliance milestone contained in the Wastewater Discharge Permit or separate enforcement order for starting construction, completing construction, or attaining final compliance;
- F. Failure to provide, within thirty (30) days after the due date, required reports such as baseline monitoring reports, semi-annual compliance reports, monthly monitoring reports, and reports on compliance with compliance schedules;
- G. Failure to accurately report noncompliance; or
- H. Any other violation or group of violations which the Authority determines will adversely affect the operation or implementation of the Authority's pretreatment program.

#### **7.20. Hauled Wastewater**

- A. Septic tank waste may be introduced into the Sewer System only at locations designated by the Authority and at such times as are established by the

Authority. Such waste shall not violate Section 9 of these Rules and Regulations or any other requirements established by the Authority. The Authority may require septic tank waste haulers to obtain wastewater discharge permits.

- B. The Authority shall require haulers of industrial waste to obtain wastewater discharge permits. The Authority may require generators of hauled industrial waste to obtain wastewater discharge permits. The Authority may also prohibit the disposal of hauled industrial waste. The discharge of hauled industrial waste is subject to all other requirements of these Rules and Regulations.
- C. Industrial waste haulers may discharge loads only at locations designated by the Authority. No load may be discharged without prior consent of the Plant Operator. The Plant Operator may collect samples of each hauled load to ensure compliance with applicable standards. The Plant Operator may require the industrial waste hauler to provide a waste analysis of any load prior to discharge.
- D. Industrial waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.
- E. Waste haulers shall pay a fee for hauled waste discharged pursuant to a resolution by the Authority, as amended from time to time. The fee for each discharge shall be calculated based upon the full volume of the transport vehicle. Wastes of unusually high strength shall be subject to an additional fee, as agreed upon, between the source of the hauled waste and the Authority.

**7.21.** Record Keeping: Consumers subject to the reporting requirements of these Rules and Regulations shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by these Rules and Regulations and any additional records of information obtained pursuant to monitoring activities undertaken by the Consumer independent of such requirements. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the Consumer or the Authority, or where the Consumer has been specifically notified of a longer retention period by the Authority.

**7.22.** Record Retention: All records relating to compliance with Pretreatment Standards shall be made available to officials of the State or the EPA upon request.

**7.23.** Confidential Information: Information and data on a Consumer from reports, surveys, questionnaires, permit applications, permits and monitoring programs, and from inspections and sampling activities shall be available to the public or other governmental agencies without restriction unless the Consumer specifically requests and is able to demonstrate to the satisfaction of the Authority, that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the Consumer under State law. Any such request must be asserted at the time of submission of the information or data.

A. When requested and demonstrated by the Consumer furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection to the public, but shall be made available upon written request to governmental agencies for uses related to the Authority's Rules and Regulations, the National Pollutant Discharge Elimination System (NPDES) Permit, State Disposal System Permit and/or the Pretreatment Program; provided, however, that such portions of a report shall be available for use by the State or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other "effluent data" as defined by 40 C.F.R. 2.302 will not be recognized as confidential information.

**7.24.** Charges and Fees: The Authority may adopt fees schedules and/or require reimbursement of costs of setting up and administering the provision of Section 7 and Section 8 of these Rules and Regulations, which may include:

- A. Fees for Wastewater Discharge Permit Applications including the cost of processing such applications;
- B. Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a Consumer's discharge, and reviewing monitoring reports submitted by the Consumers;
- C. Fees for reviewing and responding to accidental discharge procedures and construction;
- D. Fees for filing appeals; and
- E. Other fees as the Authority may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by Section 7 and Section 8 of these Rules and Regulations and are separate from all other fees, fines, and penalties chargeable by the Authority.

## **SECTION VIII**

### **ADMINISTRATIVE ENFORCEMENT REMEDIES FOR INDUSTRIAL WASTE DISCHARGERS**

**8.01.** **Notification of Violation (NOV):** Whenever the Authority finds that any Consumer, who is subject to Section 7 of these Rules and regulations has violated or is violating these Rules and Regulations, the Wastewater Discharge Permit, or any order, prohibition, limitation or requirements contained herein or any other pretreatment standard or requirement, the Authority may serve upon said Consumer a written notice, stating the nature of the violation. Within ten (10) days of the receipt of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted to the Authority by the Consumer. If the Consumer fails to submit a plan within this ten (10) day period, the Authority shall develop and enforce a plan to correct the violation in question at the Consumer's expense. The provisions of this section shall not relieve the Consumer of any responsibility under local, State or Federal statutes, laws, rules or regulations. Nothing in this section shall limit the authority of the Authority to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

**8.02.** **Cease and Desist Order:** When the Authority finds that a Consumer who is subject to Section 7 of these Rules and Regulations has violated or continues to violate the Authority's Rules and Regulations, the Wastewater Discharge Permit, or Order issued hereunder or any other pretreatment standard or requirement or that the Consumer's past violations are likely to recur, the Authority may issue an Order to the Consumer to cease and desist all such violations and direct the Consumer in noncompliance to comply forthwith; and take such appropriate remedial or preventative action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the Consumer.

**8.03.** **Compliance Order:** When the Authority finds that a Consumer who is subject to Section 7 of these Rules and Regulations has violated or continues to violate these Rules and Regulations, the Wastewater Discharge Permit, or Order issued thereunder or any other pretreatment standard or requirement, the Authority may issue a Compliance Order to the Consumer responsible for the discharge directing that the Consumer come into compliance within a specific time period. If Consumer does not come into compliance within the time provided, sewer service shall be discontinued unless adequate treatment facilities, devices, or other related appurtenances have been installed and are properly operated. Compliance Orders may also contain other requirements as might be reasonably necessary and appropriate to address the noncompliance, including the installation of pretreatment technology, additional self-monitoring, and management practices. A compliance order may not extend the deadline for compliance established for a pretreatment standard or requirement, nor does a compliance order relieve the Consumer of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the Consumer.

**8.04.** Consent Order: The Authority is hereby empowered to enter into Consent Orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the Consumer responsible for the noncompliance. Such orders will include specific action to be taken by the Consumer to correct the noncompliance within a time period also specified by the Order. Consent Orders shall have the same force and effect as Compliance Orders issued pursuant to Section 8.03 of these Rules and Regulations.

**8.05.** Show Cause Hearing: Notwithstanding the aforesaid enforcement provisions, the Authority may order any Consumer who is subject to Section 7 of these Rules and Regulations who causes or allows an unauthorized discharge to enter the Sewer System or who has violated or continues to violate any provision of these Rules and Regulations, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, to appear before the Authority and to show cause why the proposed enforcement action should not be taken. A notice shall be served on the Consumer specifying the time and place of a hearing to be held by the Authority regarding the violation, the reasons why the action is to be taken, the proposed enforcement action, and directing the Consumer to show cause why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by certified or registered mail (return receipt requested) at least ten (10) days before the hearing. Service may be made on any agent, officer of a corporation or any authorized representative. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the Consumer.

- A. The Authority or other person designated by the Authority shall conduct the hearing and be authorized as follows:
  1. To issue notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings;
  2. To take the evidence; and
  3. To transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the Authority for action thereon.
- B. At any hearing held pursuant to the Authority's Rules and Regulations, testimony shall be under oath and recorded stenographically. The transcript, so recorded, will be made available to any member of the public or any party to the hearing upon payment of the usual charges thereof.
- C. After the Authority has reviewed the evidence, it may issue an order to the Consumer responsible for the discharge directing that, following a specified time period, the sewer service shall be discontinued unless adequate treatment facilities, devices or other related appurtenances have been installed and existing treatment facilities, devices or other appurtenances are properly operated. Further orders and directives deemed necessary and appropriate may be issued by the Authority.

**8.06.** **Administrative Fines:** Notwithstanding these Rules and Regulations, any Consumer subject to Section 7 of these Rules and regulations who is found to have failed to comply with these Rules and Regulations and the orders, rules, regulations and permits issued hereunder, shall be fined an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) for each violation. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense. In addition to the penalties provided herein, the Authority may recover reasonable attorney's fees, court costs, court reporters' fees and other expenses of litigation by appropriate suit at law against the person found to have violated the Authority's Rules and Regulations, or the orders, rules, regulations and permits issued hereunder. Unpaid charges, fines, and penalties shall constitute a lien against an individual Consumer's property. Consumers desiring to dispute such fines must file a request for the Authority to reconsider the fine within ten (10) days of being notified of the fine. Where the Authority believes a request has merit, the Authority shall convene a hearing on the matter within ten (10) days of receiving the request from the Consumer. Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the Consumer.

**8.07.** **Emergency Suspensions:** The Authority may immediately suspend Sewer Service and/or the Wastewater Discharge Permit when such suspension is necessary, in the opinion of the Authority, in order to stop an actual or threatened discharge which presents, or may present, an imminent or substantial endangerment to the health or welfare of persons or to the environment, may interfere with the Sewer System, or may cause the Authority to violate any condition of its NPDES permit.

- A. Any Consumer notified of a suspension of Sewer Service and/or Wastewater Discharge Permit shall immediately stop or eliminate the wastewater discharge to the Sewer System. In the event of a failure of the Consumer to comply voluntarily with the suspension order, the Authority shall take steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the discharge area, its receiving stream, or endangerment to any individuals. The Authority may reinstate the Wastewater Discharge Permit upon proof of the elimination of the non-complying discharge by the Consumer, that the period of any endangerment has passed and payment of any damages, fines, penalties or costs associated with the discharge.
- B. A Consumer which is responsible, in whole or in part, for imminent endangerment shall submit a detailed written statement describing the causes of the harmful contribution and the measures taken to prevent future occurrence to the Authority within ten (10) days of the date of occurrence or prior to the date of any show cause or termination hearing.
- C. Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

**8.08.** Revocation of Permit: Any Consumer who is subject to Section 7 of these Rules and Regulations who violates these Rules and Regulations or applicable local, state or federal regulations, is subject to having its Wastewater Discharge Permit revoked for, but not limited to, the following changes:

- A. Failure of the Consumer to accurately report the wastewater constituents and characteristics of discharge;
- B. Failure of the Consumer to report significant changes in operations or wastewater volume, constituents and characteristics prior to the changed discharge;
- C. Refusal to permit reasonable access to the Consumer's premises for the purpose of inspection, monitoring, or sampling;
- D. Violation of the conditions of the Wastewater Discharge Permit; or

Noncompliant Consumers will be notified of the proposed termination of their Wastewater Discharge Permit and be offered an opportunity to show cause under Section 8.05 of these Rules and Regulations why the proposed action should not be taken. Exercise of this option by the Authority shall not be a bar to, or a prerequisite for, taking any other action against the Consumer.

**8.09.** Enforcement Remedies: If any Consumer or other person subject to Section 7 of these Rules and Regulations discharges sewage, industrial wastes, or other wastes into the Sewer System contrary to these Rules and Regulations, Federal or State Pretreatment Requirements, any Order of the Authority, or violates any Pretreatment Standard or Requirement, the Authority Solicitor may commence an action for appropriate legal and/or equitable relief in a court of competent jurisdiction. Some of these actions include the following:

- A. Injunctive Relief - Whenever a Consumer who is subject to Section 7 of these Rules and Regulations has violated or continues to violate these Rules and Regulations, the Wastewater Discharge Permit, any Order issued hereunder, or any violation of a Federal Pretreatment Standard or Requirement, the Authority Solicitor may petition the Court for the issuance of a preliminary or permanent injunction or both (as may be appropriate) which restrains or compels the activities on the part of the Consumer and/or requires the Consumer to conduct environmental remediation. The Authority shall have such other remedies as is appropriate for legal relief and to collect these fees as it has to collect other sewer service charges. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a Consumer.
- B. Civil Penalties - Any Consumer who is subject to Section 7 of these Rules and Regulations who has violated or continues to violate these Rules and Regulations pursuant to Act 9 of the Commonwealth of Pennsylvania, or the orders, rules, regulations and permits issued hereunder or any other

pretreatment standard or requirement, shall be liable to the Authority for a civil penalty in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) per violation per day as the violation continues plus actual damages incurred by the Authority. In addition to the above described penalty and damages, the Authority may recover reasonable attorneys' fees, court costs, and other expenses associated with the enforcement activities, including sampling and monitoring expenses. Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a Consumer.

C. Criminal Prosecution - Any Consumer who is subject to Section 7 of these Rules and Regulations who willfully or negligently violates these Rules and Regulations, the Wastewater Discharge Permit, or Order issued hereunder or any other pretreatment standard or requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) for each separate offense or imprisonment for not more than one (1) year, or both.

A Consumer who is subject to Section 7 of these Rules and Regulations who willfully or negligently introduces any substance into the Sewer System which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to a penalty of at least Twenty-Five Thousand Dollars (\$25,000.00) for each separate offense, or be subject to imprisonment for not more than one (1) year, or personal injury or property damage available under State law.

D. Falsifying Information - Any Consumer who is subject to Section 7 of these Rules and Regulations who knowingly makes any false statements, representations or certifications in any application, record, report, plan, or other document filed or required to be maintained pursuant to these Rules and Regulations, or the Wastewater Discharge Permit or Order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required by the Authority, shall, upon conviction, be punishable by a fine in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) for each separate offense or imprisonment for not more than one (1) year, or both.

E. In the event of a second conviction, a Consumer shall be punished by a fine of not more than Fifty Thousand Dollars (\$50,000.00) per violation, per day, or imprisonment for not more than two (2) years, or both.

## **8.10. Affirmative Defenses**

A. Treatment Upsets - Any Consumer who is subject to Section 7 of these Rules and Regulations which experiences an upset in operations that places it in a

temporary state of noncompliance, which is not the result of operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation, shall inform the Authority thereof immediately upon becoming aware of the upset. Where such information is given orally, a written report thereof shall be filed by the Consumer within ten (10) days. The report shall contain:

- 1) A description of the upset, its cause(s), and impact on the discharger's compliance status;
- 2) A certification that the facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures.
- 3) The duration of noncompliance, including exact dates and times of noncompliance, and if the noncompliance is continuing, the time by which compliance is reasonably expected to be restored; and
- 4) All steps taken or planned to reduce, eliminate, and prevent recurrence of such an upset.

A Consumer which complies with the notification provisions of this section in a timely manner shall have an affirmative defense to any enforcement action brought by the Authority for any noncompliance with the Authority's Rules and Regulations pursuant thereto, the Wastewater Discharge Permit, or Order issued hereunder, by the Consumer, which arises out of violations attributable to and alleged to have occurred during the period of documented and verified upset.

In any enforcement proceeding, the Consumer seeking to establish the occurrence of an upset shall have the burden of proof.

Consumers will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.

Consumers shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost or fails.

B. Treatment Bypasses - A bypass of the treatment system is prohibited unless all of the following conditions are met:

- 1) The bypass is unavoidable to prevent loss of life, personal injury, or

severe property damage;

- 2) There is no feasible alternative to the bypass, including the use of auxiliary treatment or retention of the wastewater. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance;
- 3) The Consumer immediately notifies the Authority of the incident; and
- 4) A Consumer shall submit oral notice to the Authority of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the Consumer becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Authority may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.
- 5) A Consumer may allow a bypass to occur which does not cause Pretreatment Standards or Requirements to be violated, but only if it is for essential maintenance to ensure efficient operation of the treatment system. Consumers anticipating a bypass must submit notice to the Authority at least ten (10) days in advance. The Authority may only approve the anticipated bypass if the circumstances satisfy those set forth in this section.

**8.11.** Remedies Nonexclusive: The remedies provided for in these Rules and Regulations are not exclusive. The Authority may take any, all or any combination of these actions against a Noncompliant Consumer who is subject to Section 7 of these Rules and Regulations. Enforcement of pretreatment violations will generally be in accordance with these Rules and Regulations, however, the Authority may take other action against any Consumer when the circumstances warrant. Further, the Authority is empowered to take more than one (1) enforcement action against any Noncompliant Consumer who is subject to Section 7 of these Rules and Regulations.

**8.12.** Variance

- A. Notwithstanding the limitations set forth in these regulations, a special variance or amendment may be issued whereby a waste of unusual character or strength may be accepted, when in the opinion of the Authority, unusual or extraordinary circumstances compel special terms or conditions. As a separate and additional

requirement, such variance or amendment will be issued only when, in the opinion of the Authority, it would not have any deleterious effect on the system by causing interference with or disruption in the treatment works, or in violation of the NPDES Permit or state water quality criteria or standards. In no case shall a discharge be approved which would exceed the limits established by a National Categorical Pretreatment Standard.

B. A Consumer seeking a variance or amendment shall petition the Authority in writing and provide documentation of the exceptional circumstances which the Consumer believes would justify a variance or amendment. If a variance or amendment is approved by the Authority, a Consumer shall pay a surcharge in addition to the applicable service charges. Said charges shall be established by the Authority for each variance or amendment granted.

## **SECTION IX**

### **PROHIBITED WASTES**

**9.01.** No Person shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff or sub-surface drainage into any Sewer, except with the consent and approval of the Authority.

**9.02.** General Discharge Prohibitions: No person(s) shall discharge, contribute or cause to be discharged, contributed, directly or indirectly, any pollutant or wastewater which will pass through or interfere with the operation or performance of the Sewer System. These general prohibitions apply to all Consumers, whether or not the Consumer is subject to Federal Categorical Pretreatment Standards or any other Federal, State, or local Pretreatment Standards or Requirements.

**9.03.** Except as otherwise provided in this policy, no Person shall discharge or cause to be discharged any of the following described wastes or waters into the Sewer System:

- (1)** Any liquid or vapor having a temperature higher than two hundred (200) degrees Fahrenheit.
- (2)** Any water or waste containing more than one hundred (100) PPM by weight of fats, oils or greases.
- (3)** Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas which, by reason of its nature or quality, may cause fire or explosion or which may be injurious to any Person or to the Sewer System.
- (4)** Any noxious or malodorous gas or substance which, either singly or by interaction with other wastes, shall be capable of creating a public nuisance or hazard to life or of preventing entry into any Sewer System or into the Sewage Treatment Works of the Sewer System for maintenance and repair.

- (5) Any Garbage, except Properly Shredded Garbage.
- (6) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, bones, feathers, tar, plastic, wood, paunch manure, butchers offal or any other solid or viscous substance which shall be capable of causing obstruction to the flow or other interference with the proper operation of the Sewer System.
- (7) Any water or waste having a PH lower than 6.0 or higher than 9.0 or having any corrosive property capable of causing damage or hazard to structures or equipment of the Sewer System or to personnel engaged in operation and maintenance thereof.
- (8) Any water or waste containing Toxic Substance in quantity sufficient to constitute a hazard to humans or animals or to interfere with the biochemical processes of the Sewage Treatment Works of the Sewer System or that will pass through the Sewage Treatment Works of the Sewer System in such condition so that it will exceed State, Federal or other validly existing requirements for the receiving stream.
- (9) Any water or waste containing Suspended Solids of such character and quantity that unusual attention or expense shall be required to handle such water or waste at the Sewage Treatment Works of the Sewer System.
- (10) Any toxic radioactive isotopes.
- (11) Any drainage from building construction.
- (12) Any substance which may cause the Sewer System's effluent or any other product of the Sewer System, such as residues, sludges, or scum, to be unsuitable for reclamation or reuse, or to interfere with the reclamation process. In no case shall a substance discharged to the Sewer System cause the Authority to be in noncompliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act; or any criteria, guidelines or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, 42 U.S.C. §6901, et seq., the Clean Air Act, 42 U.S.C. §7401, et seq. the Toxic Substance Control Act, 15 U.S.C. §2601, et seq. or any other Federal or State criteria applicable to the sludge management method being used.
- (13) Any substance which can pass through and as a result cause the Authority to violate its NPDES Permit.
- (14) Medical wastes are prohibited from entering the Authority's Sewer System.
- (15) Detergents, surface active agents, or other substances which may cause excessive foaming in the Sewer System.
- (16) Trucked or hauled pollutants, except at discharge points designated by the Authority in accordance with Section 7.12 of these Rules and Regulations.
- (17) Discharge of cooling water from air conditioning units with cooling towers or recirculating systems or from air conditioning units using flow-through or unrecirculating systems or ice machines is prohibited.

When the Authority determines that a Consumer is contributing to the Sewer System any of the above enumerated substances, the Authority shall take necessary action to eliminate the discharge. The Authority may follow the procedures in Section 8 of these Rules and Regulations as the appropriate enforcement response.

**9.04. Accidental Discharge/Slug Control Plan:** Each Consumer shall provide protection from accidental discharge and slug discharge of prohibited materials or other substances regulated by the Authority's Rules and Regulations. The Authority may require that facilities to prevent accidental or slug discharges of prohibited materials be provided and maintained by the owner or Consumer at the owner or Consumer's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the Authority before construction of the facility. An Accidental Discharge/Slug Control Plan shall address, at a minimum, the following:

- A. Description of discharge practices, including nonroutine batch discharges;
- B. Description of stored chemicals;
- C. Procedures for immediately notifying the Authority of any accidental or slug discharge.
- D. Procedures to prevent any adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to: inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response.

All Consumers shall complete such a plan when requested by the Authority. The Authority may develop such a plan for any Consumer, which cost shall be borne by the Consumer. Review and approval of such plans shall not relieve the Consumer from the responsibility to modify its facility as necessary, to meet the requirements of the Authority's Regulations. It is the responsibility of the Consumer to immediately notify the Authority as required in Section 9.04 below.

## **9.05. Reports of Potential Problems**

- A. In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, or a slug load, that may cause potential problems for the Sewer System, the Consumer shall immediately telephone and notify the Authority of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the Consumer.
- B. Within five (5) days following an accidental discharge, the Consumer shall submit to the Authority a detailed written report describing the causes of the discharge and the measures to be taken by the Consumer to mitigate and prevent any expense, loss, damage, or other liability which may be incurred as a result of damage to the Sewer System or aquatic life or any damages to person or property or similar future occurrences. Such notification shall not relieve the Consumer of any expense, loss, damage, or other liability which may be incurred as a result of damage to the Sewer System, natural resources, or any other damage to person or property. Such report shall not relieve the Consumer of any fines, penalties, or other liability, which may be imposed by the Authority's Rules and Regulations or other applicable law. This written report shall be signed by an authorized representative of the Consumer.

**9.06.** The following described substances, materials, waters, or wastes shall be limited in discharges to the Sewer System to concentrations or quantities which will not harm either the sewers, wastewater treatment process or equipment, or will not otherwise endanger lives, limb, public property, or constitute a nuisance. The Authority may set other limitations if in its opinion more applicable limitations are necessary to meet the above objectives. Other limitations require the expressed written approval of the Authority.

- A. Any liquid or vapor having a temperature higher than 40 degrees Centigrade (40° C) or 104 degrees Fahrenheit (104° F).
- B. Any waters or wastes which may contain more than fifty (50) parts per million by weight of tar, fat, oil or grease (unless otherwise specified).
- C. Any solid wastes resulting from preparation, cooking, and dispensing of food from handling, storage and sale of produce, which wastes commonly are known as garbage, which have not been ground by household type disposal units or other suitable garbage grinders.
- D. Any waters or wastes of toxic substances, including, but not limited to, wastes containing cyanide, chromium, copper, nickel, phenols, etc. which exceed certain limits or limits as measured at the service connection to the public sewer/public sewage system, or at a point determined by the Authority to be a representative sample for such limits.

- E. Any waters or wastes containing odor-producing substances exceeding limits which may be established by the Authority.
- F. Quantities of flow, concentrations, or both, which constitutes a slug.
- G. Any waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed.
- H. Waters or wastes with a five day biochemical oxygen demand greater than 300 parts per million by weight (unless otherwise specified).
- I. Waters or wastes containing more than 300 parts per million by weight of suspended solids (unless otherwise specified).

**9.07.** If any waters or wastes are discharged or are proposed to be discharged to the Sewer System, which waters contain the substances or possess the characteristics enumerated in Sec. 9.06, and which in the judgment of the Authority, may have a deleterious effect upon the wastewater facilities, processes, equipment, or receiving waters, or which otherwise may create a hazard to life or constitute a public nuisance, the Authority may:

- A. Require pretreatment to an acceptable condition for discharge to the public sewer/public sewage system.
- B. Require control over the quantities and rates of discharge, and/or
- C. Require payment, by increasing the treatment rate or implementing a surcharge, to cover added costs of handling and treating the wastes not covered by existing rates. The Sewer Authority shall immediately notify any consumer when a surcharge is imposed.

When considering the above alternatives, the Authority shall give consideration to the severity of the waste and its deleterious effect and to the economic and operational impact of each alternative on the discharger. The Authority may incorporate into the schedule of fees surcharge calculations that it deems reasonable for certain substances. If there is no surcharge calculation for wastewater containing the substances or possessing the characteristics enumerated in Sec. 9.06 enumerated in the Schedule of Fees, the Authority shall establish an increased treatment rate or surcharge calculation which shall apply from the time the substance or characteristic is discovered until such time as the substance or characteristic is in compliance with the levels set forth in Section 9.06. Under extreme circumstances, the Authority may reject the wastes.

If the Authority permits the pretreatment or equalization of waste flows, the design and installation of the pretreatment plant and/or equipment shall be subject to the review and approval of the Authority. No construction of such facilities shall be

commenced until said approval is obtained in writing. Where pretreatment or equalization of waste flows are provided or required for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner(s) at its sole expense.

**9.08.** The strength of waste for adjusting the Base Consumer Fee for each quarterly billing will be established as follows:

- A. All testing of wastewater shall be performed in accordance with the latest edition of the Standard Methods for the Examination of Water and Wastewater as published by the AWWA;
- B. Initial sampling shall be performed by the Authority for a five day period during facility maximum production; or from a known relationship of production at time of sampling with maximum production if sampling is not performed at the time of maximum production; or from known relationship of products produced to strength of wastes for those industries where such factors have been established; or from estimates;
- C. After a surcharge is imposed, the facility owner may petition the Sewer Authority to either reduce or discontinue the surcharge by performing and submitting at his own cost and expense, sampling and analysis for review and approval by the Sewer Authority.

**9.09.** Nothing contained in this Section shall be construed as prohibiting any agreement or other arrangement between the Authority and any Customer or potential Customer whereby Wastes of unusual strength or character may be admitted into the Sewer System, either before or after preliminary treatment, subject to the provisions above.

**9.10. Grease Traps and Grease Interceptors.** Any single discharge of fat, oil or grease (FOG) in excess of the limitations set forth in these Rules and Regulations shall be considered a single violation of these Rules and Regulations. More than one violation may occur in a single day, depending on the amount and frequency of the grease or FOG discharge.

- A. The Borough and/or Authority may compel discontinuance of the use of the sewer system for discharge of such unacceptable FOG, or require pretreatment and/or equalization of flow thereof and installation of Grease Traps and/or Grease Interceptors to prevent harmful or adverse effects upon the sewer system. The design, construction, and operation of such pretreatment and/or flow-equalization facilities, Grease Traps, and Grease Interceptors shall be at the sole expense of the property owner and/or person discharging said unacceptable FOG wastes and shall be subject to approval of the Authority and/or the Borough Engineer.
- B. Every building or room occupied or used as a public eating place, Restaurant, Food Preparation Facility, or any facility requiring a Grease Trap and/or Grease Interceptor shall be well-drained. All sewage conveyance pipes or other plumbing

fixtures shall be of adequate size to enable passage of any waste intended to pass through them to the main sewer system. All drains, sewers, sewer pipes, and traps shall, at all times, be kept in good repair.

- C. Every building, room or space or part thereof used as a Restaurant or Food Preparation Facility shall install or cause to be installed a Grease Interceptor or Grease Trap. The type of installation shall be determined by the total fixture flow-through rate of potential grease-laden fixtures discharging through the building sewage lines as determined by the Authority or its designated representative or its authorized agent. An external, underground Grease Interceptor must be installed in all new and existing structures or changes of use involving Restaurants and Food Preparation Facilities. In any case, the Grease Trap or Grease Interceptor shall be designed to and shall actually accomplish the limitation of grease as required by these Rules and Regulations.
- D. Said Grease Trap or Grease Interceptor shall be installed at an appropriate location in subject to inspection and approval by the Authority. All new Food Preparation or Food Preparation Facilities shall be required to install an exterior, underground Grease Interceptor subject to approval by the Authority. All Grease Traps or Interceptors shall be installed in accordance with all applicable laws, codes, policies, rules, and regulations, including, but not limited to, the Uniform Construction Code.
- E. In all existing Restaurants or Food Preparation Facilities, there shall be installed a Grease Interceptor or Grease Trap, which shall be subject to the inspection and approval of the Authority. In existing facilities where it is determined by the Authority or its authorized agent that a Grease Trap is not sufficient, the Authority may require that a Grease Interceptor be installed. All existing Restaurants or Food Preparation Facilities shall, at a change of ownership, alteration, or change in tenant, or change in licensed operator, install an exterior underground Grease Interceptor, and shall provide the Authority with all information the Authority deems necessary to keep appropriate records of such change in ownership, alteration, or change in tenant. In all existing structures, buildings or parts thereof in which there is a change of use or occupancy to that of a Restaurant or Food Preparation Facility there shall be installed a Grease Interceptor, subject to inspection and approval of the Authority.
- F. Waiver. A waiver of the requirement of this article may be permitted for new food establishments or for existing structures, buildings or parts thereof in which there is a change of use or occupancy to that of a Restaurant or Food Preparation Facility that do not generate a significant amount of grease or where the installation of a Grease Trap and/or Interceptor is not feasible due to space constraints. In order to be considered for a waiver, the Consumer must establish that it will not perform any significant preparation of food on the premises. The Authority shall require, in exchange for the waiver of a Grease Trap / Interceptor, that the commercial enterprise install and maintain an under sink Grease Trap.

The Authority may also, in its sole discretion, authorize the installation of an indoor Grease Trap or alternative pretreatment technology if an establishment demonstrates that the installation of a Grease Interceptor is not feasible.

Alternative pretreatment technology includes, but is not limited to, devices that are used to trap, separate and hold grease from wastewater and prevent it from being discharged into the sanitary sewer collection system. The Authority shall have the discretion to determine whether to issue or terminate a waiver in accordance with this subsection.

- G. Upon approval by the Authority, a Grease Trap must be installed in the waste line leading from sinks, drains, and other fixtures or equipment in food service establishments where grease may be introduced into the drainage or sewage system in quantities that can affect line stoppage or hinder sewage treatment or private sewage disposal. Grease Trap sizing and installation shall conform to all applicable laws, including, but not limited to, the Uniform Construction Code, and shall be subject to inspection by the Authority.
- H. Grease Traps shall be maintained in efficient operating conditions by periodic removal of the accumulated grease. Accumulated grease can be disposed of by recycling, rendering, or land application. Under no circumstances should collected grease be introduced into any drainage piping or public or private sewers.
- I. It shall be the duty and responsibility of any Consumer, owner, lessee or agent of any facility to, at a minimum of, monthly inspect the Grease Interceptor and/or Grease Trap. A written record shall be kept of all inspections. The inspection record shall, at a minimum, list the name (inspector and company), address, phone number of the inspection/disposal company, the method and frequency of cleaning schedule and the date of the cleaning/inspection. Such records shall be presented to the Authority upon request and the facility shall adhere to all record-keeping and inspection standards and policies as required by the Authority. A more frequent cleaning/inspection schedule may be ordered by the Authority to be performed by the facility when it is determined by the Authority that the facility is discharging excessive amounts of FOG wastes into the public sewer system.
- J. All Consumers, owners, tenants, and/or licensed operators of a facility required under these Rules and Regulations to install Grease Traps and/or Grease Interceptors shall be totally responsible for the maintenance, upkeep, repair, replacement and operation of said trap(s) and interceptor(s) and shall keep the same in good operation and repair and shall be responsible or liable for any loss or damage occurring from any failure to operate, maintain, and replace when needed said trap(s) and/or interceptor(s).
- K. In the discharge of duties, the Authority or its authorized agents or representatives shall have the authority to enter, at any reasonable hour, any facility in the jurisdiction to inspect any Grease Trap and/or Grease Interceptor, and to enforce the provisions of these Rules and Regulations.

## **SECTION X**

### **ACCESS**

**10.01.** The authorized agents of the Authority shall have the right of access, at all reasonable hours, to any Consumer Unit served by the Sewer System as shall be required for purposes of reading meters, inspection, measurement, sampling and testing and for performance of other functions relating to Sanitary Sewer Service rendered by the Authority. Authorized agents of the Authority shall carry with them proper credentials denoting employment or authorization by the Authority or the Borough. Failure of the Consumer to provide reasonable access may result in the termination of service to the Consumer.

## **SECTION XI**

### **RESPONSIBILITY OF OWNERS OF IMPROVED PROPERTY**

**11.01.** The Owner of each Consumer Unit connected to the Sewer System shall be responsible for all acts of Tenants or other occupants of such Improved Property in so far as such acts shall be governed by the provisions of these Rules and Regulations.

**11.02.** The Owner of each Occupied Building shall be solely responsible for all plumbing, pipes, fixtures, etc. within each Consumer Unit. In no case shall the Authority or Borough personnel inspect, alter, or make any recommendations in reference to the condition of the plumbing, pipes, fixtures, etc. within an Occupied Building, except in instances where the Authority has reason to believe that said plumbing may be the cause of any violation of these Policies and Procedures, however, the Authority shall not warrant or assume any liability for any recommendation made by the Authority or Borough Personnel.

## **SECTION XII**

### **ADDITIONS TO AND CHANGES OF SEWER RATES AND OTHER CHARGES; ADDITIONAL RULES AND REGULATIONS**

**12.01.** Not withstanding any provisions of this policy to the contrary, all wastes discharged to the Sewer System shall conform to the rules and regulations of the Mercersburg Sewer Authority governing the quantity and quality of wastes discharged to the Sewer System of the Mercersburg Sewer Authority.

**12.02.** The Authority reserves the right to adopt and promulgate, from time to time, additional classifications and sewer rates and other charges therefore, or modifications of the schedule of sewer rates and other charges as set forth in these Rules and Regulations, which additional classifications and sewer rates and other charges, or modifications, as the case may be, shall be construed as a part of this policy.

**12.03.** The Authority reserves the right to adopt and promulgate, from time to time, such additional rules and regulations as it shall deem necessary and proper which rules and regulations shall be construed as amendments to these Rules and Regulations.

**12.04.** The Manager of the Water System shall have the right to interpret and make exception to the rules and regulations set forth herein but the final authority on the interpretation of these Rules and Regulations shall be the Authority.

## **SECTION XIII**

### **PAYMENT AND DISPOSITION OF SEWER RATES AND OTHER CHARGES**

**13.01.** All sewer rates and other charges shall be payable to the Treasurer of the Authority or to such other officer or representative of the Authority as shall be authorized, from time to time, by resolution of the Authority, to accept payment thereof. The Treasurer or such other duly authorized officer or representative of the Authority shall pay over to a depositary designated by the Authority by resolution, all sewer rates and other charges received within 7 days of receipt thereof together with a statement showing the total amount collected. Until so paid over, the Treasurer or other duly authorized officer or representative of the Authority shall segregate all such sewer rates and other charges so collected in an account separate and distinct from all other funds of the Authority and shall hold the same in trust for purposes set forth in aforesaid policy.

## **SECTION XIV**

### **PENALTIES**

**14.01.** Any Person who shall violate any provision of these Rules and Regulations shall, upon conviction thereof, be sentenced to pay a fine of not more than five hundred dollars (\$500.00) and/or imprisonment for a term not to exceed thirty (30) days. Every day that a violation of these Rules and Regulations continue shall constitute a separate offense.

## **SECTION XV**

### **CONSTRUCTION AND SEVERABILITY**

**15.01.** In the event that any provision, section, sentence, clause or part of this policy shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this policy, it being the intent of the Authority that such remainder shall be and shall remain in full force and effect.

## **SECTION XVI**

### **ADOPTION AND REPEALER**

**16.01.** The rates, rules and regulations of this policy are to become effective upon adoption by resolution of the Mercersburg Sewer Authority, Borough of Mercersburg, Franklin County, and Commonwealth of Pennsylvania.

**16.02.** All policies, resolutions or parts of resolutions inconsistent with this policy shall be and the same expressly are repealed.