

**COOPER TOWNSHIP MUNICIPAL AUTHORITY  
MONTOUR COUNTY, PENNSYLVANIA**

**WASTEWATER SYSTEM  
RULES AND REGULATIONS**

**DECEMBER 2018**

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RULES AND REGULATIONS  
COOPER TOWNSHIP MUNICIPAL AUTHORITY**

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**WASTEWATER SYSTEM  
RULES AND REGULATIONS  
COOPER TOWNSHIP MUNICIPAL AUTHORITY**

A RESOLUTION ENACTING RULES, AND REGULATIONS GOVERNING THE WASTEWATER SYSTEM OF THE COOPER TOWNSHIP MUNICIPAL AUTHORITY.

From and after the effective date of this Resolution, the following rules, and regulations shall be in effect and govern the wastewater system of the COOPER TOWNSHIP MUNICIPAL AUTHORITY, Montour County, Pennsylvania (hereinafter referred to as "Authority").

**ARTICLE I  
DEFINITIONS**

Unless the context specifically and clearly indicates otherwise the meaning of terms used in this Resolution shall be as follows:

"Act" means the Federal Water Pollution Control Act, also known as the Clean Water Act of 1977, as amended.

"Billing Unit" means and includes, as applicable, each of the following: a "Commercial Establishment", a Residential Establishment", or an "Industrial Establishment".

"BOD" an abbreviation for ("Biochemical Oxygen Demand") means the quantity of oxygen, expressed in parts per million ("ppm"), utilized in the biochemical oxidation of organic matter, under standard laboratory procedure for five days at twenty degrees centigrade. The standard laboratory procedure shall be that found in the latest edition of Standard Methods For The Examination of Water and Wastewater, as published jointly by the American Public Health Association, the American Water Works Association and the Water Environment Federation and which is consistent with the provisions of this Wastewater Services Agreement.

"Authority" means Cooper Township Municipal Authority, organized and existing under the Pennsylvania Municipality Authorities Act (PA Consolidated Statutes Annotated Title 53, Chapter 56, as amended) and created and organized by the Township of Cooper.

"Building Sewer" means the pipe leading from the sewage drainage system of any structure to the Service Lateral of a Collection Sewer.

"Categorical Standard" of "Federal Categorical Pretreatment Standard" means any regulations promulgated by the Environmental Protection Agency (EPA) which apply to a specific category or subcategory of industry regarding their discharge of pollutants and which is consistent with the provisions of the Wastewater Services Agreement.

"Collection Sewer" shall mean the Authority's collection sanitary sewers located under highways, roads, streets, and rights-of-way with branch Service Laterals that collect and convey Sanitary Sewage or Industrial Wastes, or a combination of both, to a Treatment System.

"Commercial Establishment" means any room, group of rooms, building or enclosure containing plumbing, kitchen, toilet or washing facilities and used or intended for use in the operation of any business enterprise including, but not limited to, the sale or distribution of any product, commodity, article or service or used or intended for use for any social, amusement, religious, educational, charitable or public purpose. "Commercial Establishment" includes institutional dormitories, hotels, motels and personal care boarding homes licensed by the Commonwealth.

"Compatible Pollutant" means Sanitary Sewage constituents which the Treatment System is designed to treat, and wastewater substances which will not interfere with the Treatment System or pass through the Treatment System inadequately treated and which is consistent with the provisions of the Wastewater Services Agreement.

"Connection and Conveyance Agreement" means the agreement between Mahoning Township and the Authority dated October 16, 2017 (or as later amended) setting forth the terms and conditions for the transportation of Authority Wastewater through the Mahoning Township sewage conveyance system.

"Connection Fee" means a connection fee as defined by the Pennsylvania Municipality Authorities Act, including Act 203 of 1990 and Act 57 of 2003, which definition is incorporated herein by reference as if set forth verbatim.

"Connection Unit" shall mean each individual building or portion of a building (factory, apartment house or office building) which is designed or adaptable to separate ownership whether for commercial, industrial, institutional or residential use. Other multiple unit structures whose individual apartments or units are connected to a common, internal sewage system which are not commonly subject to separate ownership shall be considered as one Connection Unit.

"Customer Facilities Fee" means a customer facilities fee as defined by the Pennsylvania Municipality Authorities Act, including Act 203 of 1990 and Act 57 of 2003, which definition is incorporated herein by reference as if set forth verbatim.

"Danville" means the Danville Municipal Authority organized and existing under the Pennsylvania Municipality Authorities Act (PA Consolidated Statutes Annotated Title 53, Chapter 56, as amended) and the responsible party for the conveyance and treatment of wastewater from the Authority under the Wastewater Service Agreement.

"Domestic Wastes" or "Domestic Wastewater" means the wastes produced from noncommercial or nonindustrial activities, and which result from normal human living processes, which are of substantially similar origin and strength to those typically produced in residential establishments, including wastes from sanitary conveniences and consistent with the provisions of the Wastewater Services Agreement.

"Engineer" means an individual or firm designated as consulting engineer to the Authority who possesses a current license to practice engineering in the Commonwealth of Pennsylvania and is a registered professional engineer.

"Equivalent Domestic Unit" (EDU) means a unit of service equivalent to that provided to a single family Residential Establishment with an average corresponding flow of 170 gallons per day.

"Improved Property" means any property upon which there is erected or placed a structure intended for continuous or periodic habitation, occupancy or use by human beings, including camps.

"Industrial Establishment" means any room, group of rooms, building or other enclosure used or intended for use, in whole or in part, in the operation of a business enterprise for manufacturing, fabricating, processing, cleaning, laundering or assembling any product, commodity, or article or from which any Industrial Waste, as distinct from Sanitary Sewage, shall be discharged and which is consistent with the provisions of the Wastewater Services Agreement.

"Industrial User" means an Industrial Establishment or any user which discharges Industrial Wastes and which is consistent with the provisions of the Wastewater Services Agreement.

"Industrial Wastes" means any solid, liquid or gaseous substance or waterborne wastes or forms of energy rejected or escaping from any industrial, manufacturing, trade or business process or the development, recovery or processing of any natural resources, as distinct from Sanitary Sewage, which is consistent with the provisions of the Wastewater Services Agreement.

"Interference" means or shall have the meaning as defined in 40 CFR Section 403.3 and which is consistent with the provisions of the Wastewater Services Agreement.

"mg/L" means milligrams per liter and wherein one (1) mg/L is directly converted to one (1) parts per million (ppm).

"Mahoning Township" means the Township of Mahoning, a second class Township of the Commonwealth of Pennsylvania and the responsible party for the conveyance of wastewater from the Authority under the Connection and Conveyance Agreement.

"National Pretreatment Standards" or "Pretreatment Regulations" means any regulation containing pollutant discharge limits promulgated by the U.S. Environmental Protection Agency in accordance with Section 307 (b) and (c) of the regulations which applies to Industrial Users and which is consistent with the provisions of the Wastewater Services Agreement.

"Nonresidential Establishment" means a Commercial or Industrial establishment.

"NPDES Permit" means a National Pollutant Discharge Elimination System permit issued pursuant to Section 402 of the pretreatment regulations.

"Property Owner" means any Person vested with ownership, legal or equitable, sole or partial, of any Improved Property.

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

"ppm" means parts per million, by weight and wherein one (1) ppm is directly converted to one (1) milligram per liter (mg/L).

"Pass Through" shall have the meaning as defined in 40 CFR Section 403.3 of the USEPA Pretreatment Regulations and which is consistent with the provisions of the Wastewater Services Agreement.

"Person" means any individual, partnership, company, association, society, corporation or other group or entity, including any municipal subdivision.

"Pollutant" means any solid or liquid waste, sewage, garbage, sludge, chemical wastes, biological or radioactive materials, heat, industrial, municipal, or agricultural waste discharged into water and which is consistent with the provisions of the Wastewater Services Agreement.

"Pressure System" means a complete grinder pump system including grinder pump, motor, basin, control panel, and pressure lateral between the grinder pump unit and point of connection at the Service Lateral for the conveyance of sanitary sewage from a Residential, Commercial or Industrial Establishment.

"Residential Establishment" means any room, group of rooms, building or other enclosure occupied or intended for occupancy as separate living quarters by a family or other group of Persons living together or by a Person living alone.

"Sanitary Sewage" means the normal water-carried household and toilet wastes from any Improved Property and which is consistent with the provisions of the Wastewater Services Agreement.

"Service Lateral" means that part of the Sewer System extending from a Collection Sewer to the curb line, right-of-way line or, if there is no curb or right-of-way line, to the property line.

"Sewer" means any pipe, main or conduit constituting a part of the Sewer System and used or usable for collection and transportation of Sanitary Sewage and Industrial Wastes.

"Sewer System" means all facilities and property owned by the Authority as of any particular time, including but not limited to, facilities for collecting, pumping, conveying, and treating Sanitary Sewage and Industrial Wastes.

"Significant Industrial User" means any industrial user of the sewer system who:

1. Discharges 25,000 gallons per day or more of process wastewater. Process wastewater is any water, which, during manufacturing or processing comes into direct contact with (or results from the production or use of) any raw material, intermediate product, finished product, by-product, or waste product. Process wastewater does not normally include sanitary wastewater, non-contact cooling water, or plant-area stormwater runoff, unless such wastewaters are covered by a federal regulation, or
2. Contributes an actual or estimated process wastestream which makes up 5 percent or more of the total recorded flow into the treatment system, or
3. Is subject to a National Pretreatment Standard as published by the U.S. Environmental Protection Agency, or
4. Is found by the USEPA, State, Danville or the Authority to have a reasonable potential to adversely affect, either singly or in combination with other users, on the processes, effluent, sludge, or air emissions of the Treatment System.
5. As defined and is consistent with the Wastewater Services Agreement.



"Sludge Loading" means any pollutant including oxygen demanding pollutants (BOD5, etc.) released in a discharge at a flow rate and or concentration which will cause interference with the Treatment System as defined and is consistent with the Wastewater Services Agreement.

"Slug Loading" means any loading (1bs/day) from discharge of sewage which for a period of fifteen minutes shall exceed five (5) times the average daily flow.

"Standard Construction Specifications" means the current standard construction and material specifications for sanitary Sewers or extensions, and duly adopted by resolution of the Authority.

"Standard Methods" means the most recent edition of "Standard Methods for the Examination of Water and Wastewater" as published by the American Public Health Association.

"Suspended Solids" means suspended solids, as determined pursuant to the procedure set forth in the latest edition of "Standard Methods For The Examination Of Water and Wastewater" and as defined and is consistent with the Wastewater Services Agreement.

"Tapping Fee" means a tapping fee as defined by the Pennsylvania Municipality Authorities Act, including Act 203 of 1990 and Act 57 of 2003, which definition is incorporated herein by reference as if set forth verbatim, to enable the recovery of the Authority's equity in the Sewer System consisting of a capacity part, collection part, special purpose part and/or a reimbursement part.

"Treatment System" means all facilities, structures, and equipment owned and operated by Danville for the collecting, transporting, treatment and disposal of Wastewater including any works that are an integral part of the treatment process, also disposal of bio-solids related thereto.

"Wastewater" means Sanitary Sewage or Industrial Wastes or any combination thereof and as defined and is consistent with the Wastewater Services Agreement.

"Wastewater Services Agreement" means the agreement between Danville and the Authority dated January 15, 2018 (and as later amended) setting forth the terms and conditions of the conveyance and treatment of Authority Wastewater by Danville.

"Water Usage" shall mean, with respect to any Improved Property and for any particular period in question, the quantity of all water used, as evidenced by (1) in the case of an Improved Property served by a public water supply, meter readings of water meters installed by the Water Supplier for the purpose of measuring water purchased from such supplier, or (2) in the case of an Improved Property not served by a public water supply, such other water meters or measuring devices as may be installed and maintained in a manner satisfactory to the Authority. In the case of an Improved Property served by more than one source of water supply, the "Water Usage" shall be the total measured usage from all water supplies.

## **ARTICLE II CONNECTION PERMITS**

### **SECTION 2.10: Connection Permit Application**

No connection shall be made nor construction of the Building Sewer, Service Lateral, or Pressure System commenced unless and until the Property Owner for which the work is to be done, or the contractor who is to do the work as the Property Owner's representative, shall have applied for and obtained a connection permit, in the manner hereinafter provided. A connection permit shall also be required whenever any of the following situations exist:

1. A new building or facility is connected to the Sewer System or to the internal drainage system of an existing building or facility.
2. An existing building or facility is expanded in such a way that there is an increased potential for the generation of Wastewater. Flow estimates shall be made by the Authority based on sound engineering practice.

In addition, persons applying for connection of a nonresidential establishment must satisfy the requirements of Article IX.

The application for connection to the Sewer System shall be submitted on the official form prepared for this purpose and must be completely filled out. Forms may be secured at the Authority's office or designated representative.

### **SECTION 2.20: Permit Issuance**

Upon receipt of a properly executed application to connect, and payment of all required fees, the Authority shall issue a connection permit to the property owner, provided, however, that a sewer connection permit for a lot or parcel of land on a subdivision or land development plan shall not be issued by the Authority until the plan has been finally approved by the Municipality or Montour County Planning Commission and recorded in the Office of the Recorder of Deeds of Montour County.

### **SECTION 2.30: Permit Display**

The connection permit shall be kept on the property owner's premises and shall be made available for review, upon request, from the time the work begins until the final inspection has been made and the work has been approved.

### **SECTION 2.50: Permits for Significant Industrial Users**

For all Significant Industrial Users, a connection agreement may be negotiated with the Authority in lieu of a Connection Permit, but in every case shall be entirely consistent with the Wastewater Services Agreement.

**SECTION 2.60: Sale of Property/Transferability**

If a property which is connected to the Sewer System is sold, or otherwise conveyed, the purchaser and/or seller shall promptly notify the Authority of such a sale or conveyance. Sewer connection permits shall automatically transfer with a conveyance of the property for the benefit of which the permit was acquired, but shall not be otherwise assigned or transferred.

**SECTION 2.70: Expiration**

Sewer connection permits shall expire two (2) years after the date of issuance. The permit fee shall not be refundable.

**SECTION 2.80 Requiring Connection to Sewer System**

The owner of any Improved Property accessible to and whose principal building is within a reasonable distance from the Sewer System shall connect such Improved Property with and shall use such sewerage system, in such manner as this Authority may require, within ninety (90) days after notice to such Owner from this Authority to make such connection, for the purpose of discharge of all Sanitary Sewage and Industrial Wastes from such Improved Property; subject, however, to such limitations and restrictions as shall be established herein or otherwise be established by this Authority, from time to time.

**ARTICLE III  
CONNECTION PROCEDURE AND SPECIFICATIONS**

**SECTION 3.10: Specifications for Connection**

No connection shall be made to the Sewer System unless the manner in which the connection is made and the materials and workmanship employed in affecting such connection shall comply with the following:

1. The requirements of this Article III and any other applicable section provisions of these Rules, Rates and Regulations including any special requirements of system 3.50.
2. The PA Statewide Building Code under Act 45 Uniform Construction Code.
3. The rules and regulations of the applicable Municipality and County.

**SECTION 3.20: Illegal Discharges**

Any person who discharges or permits to be discharged any material to the Sewer System except through approved connections will be subject to charges as provided in Section 8.80 in addition to being subject to the penal provisions of any appropriate Municipal Ordinance.

**SECTION 3.30: Separate Connections and Exceptions**

Except as otherwise provided in this Section, each Connection Unit shall be connected separately and independently with a Service Lateral through a Building Sewer.

The grouping of more than one Connection Unit on a Building Sewer shall not be permitted except under special circumstances or for good sanitary reasons or other good cause shown. Special permission of the Authority, in writing, must be secured and is subject to such rules, regulations, and conditions as may be prescribed by the Authority.

Further, in the event a single Building Sewer is permitted to serve a double house or condominium complex, it will be necessary for the Property Owners to sign an agreement (which the Authority may record in the office of the Recorder of Deeds) relieving the Authority of any responsibility or obligation caused by or resulting from the installation of a single Building Sewer. The agreement shall provide that any disagreement between the parties concerning future maintenance of the common sewer will be sufficient cause for the Authority to require additional connections to the sewer main to provide individual service. The installation of such Building Sewers and/or Service Laterals shall be made at the expense of the Property Owners signing the agreement.

**SECTION 3.40: Legal Requirements**

All contractors and qualified individuals installing building sewers shall comply with all of the Authority's rules, regulations and guidance and all Federal, State, and local requirements, including but not limited to the following:

1. The latest Municipal ordinances governing sewer connections and municipal road occupancy regulations;

2. Pennsylvania One-Call Law which requires that a utility be notified in advance of work to be performed in the area of a utility's facilities.
3. Federal Occupational Safety and Health Administration (OSHA) regulations;
4. Pennsylvania Department of Transportation Regulations for work within State Highway rights-of-way, such as, but not limited to: (i) permits, (ii) blasting bonds, (iii) construction methods and materials, (iv) inspection and (v) traffic control;
5. PA Department of Environmental Protection permits and approval for Waterways and Wetlands Encroachment, Programmatic General Permits and NPDES - Stormwater from Construction Activities.
6. Montour County Conservation District approval of Soil Erosion and Sedimentation Control Plan.
7. PA Statewide Building Code under Act 45 Uniform Construction Code

### **SECTION 3.50: Special Conditions**

Whenever, in the opinion of the Engineer or other duly authorized representative of the Authority, special conditions require additional safeguards or more stringent specifications to be observed, then, notwithstanding any other provisions of this Resolution, or requirements of the Municipality, the Authority specifically reserves the right to refuse to permit a connection to be made to its Sewer System until such special requirements or specifications as may be stipulated by the Authority have been satisfied.

### **SECTION 3.60: Building Sewer/Pressure System Installation and Sewer Installer**

The actual installation of any Building Sewer or Pressure System may be performed by a Property Owner or Sewer Installer acting as an agent or on behalf of the Property Owner. To be considered as a qualified Sewer Installer by the Authority for the installation of a Building Sewer or Pressure System, the firm shall have past experience in sewer pipe installation, plumbing, electrical work, etc. and by providing evidence of adequate insurance coverage. Evidence of coverage shall be presented to the Authority in the form of insurance certificates.

To be qualified as a Sewer Installer by the Authority, the firm acting as a agent or on behalf of the Property Owner ("Installer") shall provide evidence of the following:

1. Is familiar with the Authority's requirements as outlined in the Rules, and Regulations and that the Person or firm will comply with those requirements.
2. Past experience in sewer pipe installation, plumbing and electrical work.
3. A certificate of Insurance that the Sewer Installer has insurance coverage in force in the minimum limits shown below and will keep such coverage in force with respect to any Sewer installations to be performed within the Authority's service area:

Automobile Liability - \$500,000 Combined Single Limit  
General Liability - \$1,000,000 Combined Single Limit  
Worker's Compensation (if firm has employees) - Legally Required Limit

Note: The general liability policy must include independent contractors, completed operations and contractual liability coverages. The contractual coverage funds the indemnification required below. If the Sewer Installer performs its own blasting and excavation, blasting collapse hazard, and underground property damage coverage must also be provided. The Sewer Installer must provide coverage for any subcontractors who assist with the installation or such subcontractors must also complete and submit an Installer's Certification of their own.

4. Current State Contractor License.
5. Acknowledgement that the Authority is indemnified for any damages and claims arising from the installation.

The Authority reserves the right to prohibit any Person or Sewer Installer from installing Building Sewers or Pressure Systems for the following reasons:

1. Violation of any provision of this Article or other relevant requirements of these Rules, and Regulations;
2. Unsatisfactory completion of previous installation(s) of such Building Sewer or Pressure;
3. The need for excessive expenditure of Authority personnel time and effort, or the time and effort of Authority's agent, to monitor, inspect or otherwise seal with such installation project(s);
4. Failure to maintain required insurance coverages or failure to provide satisfactory evidence of coverage when requested to do so.

The Property Owner shall be ultimately responsible for installing the Building Sewer or Pressure System according to the Authority's requirements. In addition, the Property Owner shall be solely responsible to enforce any specific contractual requirements between itself and other Persons or firms who actually perform installation of Building Sewers or Pressure System (e.g. clean up, yard restoration). The Authority expressly disclaims any responsibility for contractual matters between Property Owners and Sewer Installers.

### **SECTION 3.70: Building Sewer and Pressure System Pipes and Fittings**

Pipe and fittings used for the Building Sewer and Pressure System shall be Polyvinyl Chloride pipe (PVC) conforming to the requirements of ASTM D 2241 SDR-35 manufactured from Class 12454-5 (PVC 1120) rigid PVC compounds or Schedule 40 PVC manufactured from Class 12454-B (PVC 1120) Rigid PVC compounds. Joints for PVC SDR-35 (D3034) and Schedule 40 PVC pipe and fittings shall be push-on type gasket joints conforming to ASTM D 3139 with the gasket conforming to ASTM F 477.

The pipes must have permanent water tight joints which shall prevent any admission of groundwater. The pipes shall be laid at a constant descending slope with a minimum grade of one quarter (1/4) inch per foot (2%). Pipes shall be laid at the straightest and best possible alignment. The pipe for the Building Sewer or Pressure System shall have a minimum inside diameter of four (4) inches. No transitions from one pipe size to another or from one pipe material to another will be allowed. Reducing fittings (i.e., 4" x 6" reducer O-ring fitting) or manufactured adapters (Fernco or equal) designed specifically for pipe transitions shall be used when connecting to the Authority sewer system. All changes in direction must be made with pipe fittings. No fitting greater than forty-five (45) degrees will be permitted. The invert of the Building Sewer at the point of gravity connection to the Service Lateral shall be at the same or higher elevation than the invert elevation of the Service Lateral. All piping systems shall be installed according to the Exhibit details.

### **SECTION 3.80: Inspection Ports**

The inspection port shall consist of a tee fitting, size and type as required (4" minimum), and riser with threaded type ferrule cap. All vertical pipe riser joints shall be solvent weld Schedule 40 PVC. The Authority may access the inspection port at anytime to investigate extraneous flows to the sewer system from individual Improved Properties or existing structures. The inspection port shall be installed according to the details in the Exhibit.

### **SECTION 3.90: Cleanouts**

Unless otherwise authorized by the Authority or its representative, clean-outs shall be provided on each Building Sewer at intervals that will permit complete rodding with a one-hundred (100) foot long auger or tape. Such intervals shall include the length of the Service Lateral and riser as appropriate. A minimum of one (1) cleanout shall be provided on all Building Sewers near the building wall. Clean-outs will also be required within five (5) feet upstream of every change in direction. Clean-outs shall be constructed using a one pipe combination wye and eighth bend ("tee-wye") and riser to the ground service. All vertical pipe riser joints shall be solvent weld Schedule 40 PVC. The riser pipe shall be provided with a standard 4-inch threaded-type ferrule cap and shall be watertight. All cleanouts shall be installed according to Exhibit details. The complete cleanout assemblies shall be installed according to the Exhibit details.

### **SECTION 3.100: Building Sewer and Pressure Sewer Pipe Bedding and Backfilling**

Building Sewers and Pressure Sewers shall be provided with a stone bedding envelope consisting of PennDOT AASHTO No. 57 coarse aggregate. Exposed bedrock shall not be considered as bedding. Bedding shall consist of PennDOT AASHTO No. 57 coarse aggregate four (4) inches from underneath the pipe to 12 (twelve) inches over the top of the pipe. Bedding and trench backfilling shall be performed according to the details in the Exhibits. Trench backfill shall be suitable material and properly compacted. All trenches shall have underground marking tape installed as shown on the Exhibit details.

### **SECTION 3.110: Notification of Authority Inspector**

The permit holder shall give 24-hour minimum advance notice to the Authority's representative when the facilities to be connected to the Sewer System are ready to be inspected. The permit holder must insure that the facilities are in a condition for final inspection before giving notification to the Authority. Inspections shall only be performed during the hours posted by the Authority's representative.

**SECTION 3.120: Open Trench Inspection of Building Sewers and Pressure Systems**

No connection or pipe trench shall be backfilled unless and until the Pressure System or Building Sewer installation has been inspected, and approved by the Authority's representative. The Building Sewer, Service Lateral, or Pressure System may be carefully covered with twelve (12) inches of PennDOT AASHTO No. 57 coarse aggregate prior to inspection, provided the joints are left uncovered.

**SECTION 3.130: Inspection of Building Sewers and Pressure Systems**

Both ends of the Building Sewer or Pressure System shall remain uncovered until the inspection has been completed and the entire installation approved (in writing on the permit) by the Authority Representative. No other evidence of such approval shall be provided.

At the option and complete discretion of the Authority or its representative, an air test may be required on the Building Sewer or Pressure System according to Authority procedures. After inspection and approval of the installation, the remainder of the trench shall be backfilled, compacted, and restored with clean earth void of rock, wood, or other similar debris. The entire backfill process shall be carried out carefully so as not to disturb the pipe. Large rocks or stones (greater than 6" size) shall not be used as backfill and are expressly prohibited from the installation.

Use of a new connection to the Sewer System will not be permitted until the installation has been inspected, tested (if required) and approved in accordance with Authority's procedures.

**SECTION 3.140: In-Home Inspection and Discharge Regulations**

At the time of the inspection of the Building Sewer or Pressure System and from time to time as determined by the Authority, the Authority's representatives shall have the right to inspect the plumbing facilities within the home (following adequate notification) to determine whether the facilities connected to the Sewer System are in conformance with the Authority's Rules and Regulations.

All water contaminated by use must be discharged into the sewer including water from sinks and washing machines. Conversely, the discharge of roof, storm, surface, or building foundation water or drainage into the sewer including sump pump discharge is expressly prohibited. Floor drains in basements must also be removed, permanently sealed, or otherwise not connected to the Building Sewer or Pressure System.

The Owner shall insure that all sanitary plumbing lines and drains be properly trapped to prevent sewer gas from entering the building prior to connection of the Building Sewer.

**SECTION 3.150: Building Sewer and Pressure System Lateral Costs**

All of the costs and expenses associated with the construction of the Building Sewer and Pressure System shall be borne by the Owner of the Improved Property. Such Owner shall indemnify and save harmless the Authority from all loss or damage which may be occasioned, directly or indirectly, from the construction of the Building Sewer or Pressure System and the connection of the Building Sewer.



### **SECTION 3.160: Pressure Systems**

On occasion, it may be practical and desirable for the Authority to allow Owners of Improved Property to have access to the Authority's Sewer System by use of a grinder pump station and Pressure System. Property Owners may be required to enter into a written agreement with the Authority before a permit is granted for such connections. The agreement shall be in a form approved by the Authority and shall set forth the terms under which the Authority shall render service through such connections. Copies of the agreement may be recorded in the Office of the Recorder of Deeds of Montour County. The Property Owner shall be responsible for the purchase of grinder pump station from the Authority and for all installation cost including electrical, building sewer and pressure sewer. The Property Owner shall be entirely responsible for all power cost associated with operation of pressure system. Maintenance of grinder pump and control panel shall be the responsibility of the Authority. Authority shall assume all material cost associated with maintenance of pump and control panel. Property owner shall incur labor cost associated with maintenance at standard rates of Authority. All pressure sewer lines, pump tanks and building sewers shall be maintained by Property Owner.

### **SECTION 3.170: Grinder Pump Station**

Prior to issuance of a Pressure System connection permit, the Owner shall submit to the Authority documentation to enable the Authority to determine whether the proposed installation meets its requirements and whether the system will serve its intended purpose.

Pressure Systems for single-family residential establishments shall be a prefabricated unit consisting of a factory-built sewage grinder pump with all associated parts and fittings mounted in a fiberglass reinforced polyester tank and a remote pump control panel mounted at a suitable location inside or outside the home. The prefabricated system including grinder pump, tank and control panel shall be purchased by the Property Owner from the Authority at a cost established by the Authority.

### **SECTION 3.180: Grinder Pump Station Installation**

All grinder pump station equipment shall be installed in strict accordance with manufacturer's recommendations by the Property Owner. Excavation for the grinder pump station shall be to a depth such that, after installation of the grinder pump station, the top of the unit shall be raised six (6) inches above finished grade. All piping within the station shall be at a level that is lower than the frost depth or depth of bury specified for the Pressure System, whichever is lowest. The bottom of the excavation shall be level and all loose material shall be removed. A 6-inch deep layer of gravel or crushed stone, equal to or finer than PennDOT AASHTO No. 57, shall be placed in the excavation prior to placement of the grinder pump station.

The grinder pump station shall be weighted and anchored with a concrete weight. The concrete shall have a minimum strength of 3,000 psi and be sufficient to resist flotation as recommended and determined by the grinder pump manufacturer.

The grinder pump station shall be leveled on the gravel base and rotated for proper alignment with the gravity Building Sewer and Pressure Sewer System. Backfill around the grinder pump station, and for a distance of one (1) foot above the pressure lateral discharge pipe, shall be AASHTO No. 57 stone, as required, with proper compaction. Care shall be taken to evenly backfill around the grinder pump station. Rock, wood, or other debris shall not be used as backfill. After stone backfill has been placed around the station to a height of one (1) foot above the pressure lateral discharge pipe, clean earth fill may be used to complete the backfill operation to the ground surface.

All electrical work associated with grinder pump station shall be provided by property owner. All underground wire shall be in conduit. Control panel shall be mounted to building structure.

The grinder pump station assembly shall be installed according to the details shown on the Exhibits.

### **SECTION 3.190: Pressure System Specifications and Installation**

The Pressure System shall be one and one-half (1-1/2) inch SDR 21 PVC pipe (200 psi), with rubber gasket joints or Schedule 40 PVC pipe with solvent weld joints (rated for 200 psi). The pipe shall be placed a minimum of four feet below the ground surface, if practicable. Concrete thrust blocks shall be provided for all fittings and at all horizontal and/or vertical deflections.

A minimum of four inches of AASHTO No. 57 coarse aggregate shall be placed underneath the pipe. Stone backfill shall be placed to a minimum of one (1) foot above the top of the pipe in such a manner so as not to disturb the pipe. Backfill for the remaining portion of the trench shall be in accordance with the requirements of Section 3.120 & 3.130.

In addition, where a Pressure System discharges into a Collection Sewer Pressure System, a curb box and redundant check valve shall be installed by the Property Owner as approved by the Authority.

The pressure system installation shall be installed according to the details shown on the Exhibits.

### **SECTION 3.200: Grinder Pump Station Control Panel and Electrical Wiring Specifications**

Installation of wiring from the Grinder Pump Station control panel to the Property Owner's circuit breaker panel or fuse box shall be in accordance with the requirements of all the National Electric Codes (latest revision) grinder pump manufacturer's recommendations and State and Municipal Regulations. Underground conduit shall be a minimum diameter of three-fourths (3/4) of an inch and watertight. A minimum of two (2) feet of cover shall be provided.

### **SECTION 3.210: Underground Warning Tape**

For the purpose of early warning and identification of underground wiring and pressure piping during trenching or other excavation, continuous warning tapes shall be provided in all trenches. Tapes shall be buried to a depth of six (6) inches below finished grade. In pavement, tape shall be buried six (6) inches below the top of the subgrade. The underground warning tape shall be a magnetic polyethylene tape, three (3) inches wide with 1-inch lettering.

### **SECTION 3.220: Gravity Portion of Grinder Pump Station Installation**

The gravity portion of the Building Sewer upstream of the grinder pump station, including traps and clean-outs, shall be constructed as provided in other applicable sections of Article III.

### **SECTION 3.230: Testing and Inspection of Grinder Pump Station and Pressure Systems**

Grinder pump stations and Pressure Systems shall be inspected and approved by the Authority prior to connection to the Sewer System lateral. Each grinder pump shall be submerged, operated and tested for performance by the Property Owner. The pressure lateral shall be tested by the Property Owner in accordance with Authority procedures and requirements. If the pressure lateral fails the prescribed test

requirements, the Property Owner shall be responsible for determining deficiencies in the materials and/or workmanship and for correcting the same to the satisfaction of the Authority. The installation shall then be retested for conformance with the Authority's requirements.

**SECTION 3.240: Connection of a Service Lateral to an Existing Sewer**

The Owner shall be required to furnish and install the Service Lateral from the existing Sewer to the property line. The entire cost for this work shall be paid by the Property Owner. The Authority representative must be present to witness, inspect and approve all connections to the Authority Sewer System.

**SECTION 3.250: Installation of Oil/Grease Interceptors and Separators**

General: Harmful discharges to the Sewer System are prohibited as outlined in Articles X. Interceptors and/or separators shall be installed as set forth below or wherever in the sole judgment of the Authority they are deemed necessary to protect the integrity and safety of the Sewer System.

Grease and Oil Interceptors: A grease interceptor is required to receive the grease-laden drainage from plumbing fixtures and equipment located in the food preparation areas of Commercial and Industrial Establishments. This includes, but not by way of limitation, facilities such as: restaurants, motels, hotels, bars, cafeterias, and schools. An oil interceptor is required to receive drainage from work areas of Commercial and Industrial Establishments where the possibility exists that petroleum products could become mixed with Wastewater. This includes, but not by way of limitation, repair garages, gasoline stations, and factories.

Special Purpose Interceptors: Interceptors are required at Commercial and Industrial Establishments where the nature of their operation is such that a substance detrimental to the Sewer System could enter the Wastewater stream. Sand or grit from car washes, string or rags from commercial laundries, and animal parts from butcher shops are examples of facilities where special purpose interceptors may be required.

Accessibility and Maintenance: Each interceptor or separator shall be installed so as to be readily accessible for service, maintenance and inspection by the Authority. Interceptors and separators shall be maintained by the Property Owner including the scheduled removal of accumulated grease, scum, oil, solids, etc.; disposal of the material shall be in a lawful manner.

All oil and grease interceptors or separators shall be inspected and cleaned on a biannual basis and records kept for the examination of the Authority upon request. In no cases will defective and non-functional oil and grease interceptors or separators be permitted. Defective units shall be replaced by the Property Owner, as required, at the direction of the Authority.

Specifications: The style, type and location of each interceptor or separator shall be approved by the Authority using the specifications of the latest edition of the Statewide Building Code under Act 45 UCC and the BOCA Basic National Plumbing Code.

Inspection and Records: Authority personnel may make periodic inspections of these facilities and associated records to assure proper installation, maintenance, and disposal procedures are being practiced. Written records, maintained by the Property Owner or facility management, shall be required to document required maintenance and lawful disposal of all accumulated material.

**ARTICLE IV**  
**MAINTENANCE OF BUILDING SEWERS, PRESSURE SYSTEM AND SERVICE LATERALS**

**SECTION 4.10: Customer Responsibility**

The maintenance, repair or replacement of the Building Sewer and Pressure System shall be the obligation of the Property Owner. The maintenance, repair or replacement of the Service Lateral and Collection Sewer in the public right-of-way or sewer easement shall be the responsibility of the Authority.

More specifically, the maintenance of Building Sewers and Pressure System (from building to property line) shall be the obligation of the Property Owner while the maintenance of the Service Lateral and Collection Sewer from the property line to the Collection Sewer in the street or right-of-way or sewer easement shall be the obligation of the Authority. Where Owner's or Property Owner's efforts to maintain or restore service establishes that there is a blockage in or structural failure of the Service Lateral to effect repair and/or restoration of service, the Authority will bear the cost of such excavation and subsequent repair of the Service Lateral. In the event the Authority determines that the Property Owner or customer was responsible for causing the blockage in the Service Lateral, the Property Owner will bear the cost of such excavation and subsequent repair of the Service Lateral.

In the event that tree roots are found to be the cause of a blockage in a Service Lateral and the Property Owner refuses to remove the offending tree when it is within his/her legal Authority to do so, the Property Owner shall be solely responsible for all future maintenance of the Service Lateral.

In the event it becomes necessary to replace a Building Sewer or Pressure System, the Property Owner or customer shall notify the Authority and such replacement shall be subject to the specification and inspection provisions of Article III of this Resolution.

**ARTICLE V**  
**EXTENSIONS AND ADDITIONS TO THE SEWER SYSTEM**

**SECTION 5.10: Design and Review Requirements**

Plans and Specifications - Plans and specifications for extensions to the Sewer System must be prepared by qualified and currently licensed PA professional engineers and shall be other than the consulting Engineer for the Authority. The plans shall be submitted to the Authority. Specifications for extensions shall at a minimum consist of the latest approved edition of the Authority's Standard Construction and Material Specifications for Wastewater Collection Sewers ("Standard Specification") and the Authority's currently effective Rules and Regulations. Any supplementary specifications, catalog cuts, samples or shop drawings required shall be submitted to and approved by the Authority. (All such approved plans, specifications and other data are hereinafter referred to as the "Plans and Specifications").

As a condition to the approval of the plans and specifications, the Property Owner shall execute an agreement granting to the Authority all public Sewer easement or rights-of-way within the project area. The Applicant shall provide to the Authority plats and legal descriptions for each right-of-way for attachments as exhibits to the agreement. Such plats and its legal descriptions shall be in a form acceptable to the Authority Solicitor.

**SECTION 5.11: Rights-of-Way Standards**

New rights-of-way being proposed on a subdivision or land development plan shall be a minimum of twenty (20) feet in width. To the extent physically possible, rights-of-way shall be uniform in shape and parallel to property lines with the Sewer line located in the middle of the rights-of-way. Rights-of-way shall be cleared and graded in such a way as to be readily accessible for future maintenance by the Authority. When a subdivision or land development plan is proposed for a tract of land on which an Authority rights-of-way already exists at some width less than twenty (20) feet, the width shall be increased to twenty (20) feet as part of the plan.

**SECTION 5.12: Pressure System Considerations**

Where feasible, the Authority requires gravity Sewer service to areas proposed for development wherever gravity service is physically and economically feasible. The Authority reserves the right to make all determinations as to whether gravity Sewer service or Pressure Systems shall be installed. To aid the Authority in determining economic feasibility, the Property Owner proposing use of a Pressure System where gravity Sewer service is physically possible shall submit a detailed engineering report which compares the cost of pumping and gravity service options. The report shall include a 20-year life cycle cost analysis of each alternative.

When a pump station or other similar facility is being proposed as part of a Sewer System extension it shall be situated upon its own individual lot or property of a size acceptable to the Authority and suitable conveyance and dedication to the Authority in a deed acceptable to the Authority solicitor.

The specific design of a pump station will vary depending upon circumstances including its location and service area. Therefore, the Authority will determine the design requirements for any individual pump station on a case-by-case basis.

### **SECTION 5.13: Miscellaneous Design and Dedication Standards**

Gravity sewer pipe or Pressure System pipe having an inside diameter of 12" or less shall be installed not less than 15 feet from the outside walls of any proposed buildings or other obstructions, and pipe greater than 12" shall be installed not less than 20 feet from such obstructions. In either case the pipe shall be reasonably accessible for maintenance.

No main line gravity Sewer pipe or Pressure System pipe offered for dedication to the Authority shall be accepted unless the pipe has a minimum inside diameter of 8". However, neither this paragraph nor any other provision of these Rules and Regulations shall be construed to require or obligate the Authority to accept an offer to dedicate a main line gravity Sewer pipe or Pressure System Pipe having an inside diameter of 8" or greater. The Authority, at its discretion, may accept the dedication of a main line gravity Sewer pipe or Pressure System pipe having an inside diameter less than 8-inches.

Sewer Systems, Pressure Systems and other Sewer facilities shall be offered for dedication to the Authority, except under special circumstances and for good cause, and then only after written permission and subject to such Rules, and Regulations, and conditions prescribed by the Authority. Any Pressure Systems and other Sewer facilities not intended to be offered for dedication to the Authority shall nonetheless and in all cases be constructed in accordance with the requirements of this Article V. The Authority may, in its sole discretion, require dedication of such Pressure Systems, and other Sewer facilities as may allow for or facilitate the provision of Sewer service to other property. In the event the Authority waives the requirement for dedication, it shall nonetheless require that the Property Owner note on the plan and execute a recordable instrument stating that the Sewer facilities are not being and cannot in the future be offered for dedication.

### **SECTION 5.14: Requirements for Those Installing Sewer System Extensions**

Extensions to the Sewer System may be constructed by a Property Owner or a contractor hired by the Property Owner ("Sewer Installer") in accordance with the plans and specifications provided that the Sewer Installer shall complete and submit to the Authority a Sewer Installer's Certification according to Section 3.60. This certification shall include but not be limited to:

A certification that the Installer is familiar with the Authority's requirements as outlined in the Rules and Regulations and its standard construction specifications and that the Installer will comply with those requirements as outlined in Section 3.60.

A certification that the Installer has insurance coverage in force in the minimum limits shown below and will keep such coverage in force until the extension is completed:

Automobile Liability - \$1,000,000 combined single unit

General Liability - \$1,000,000 each occurrence/aggregate

Worker's Compensation (if firm has employees) – Legally required limit

The General Liability Policy must include independent contractors, completed operations, and contractual liability coverages. The contractual coverage funds the indemnification requirements. If the Installer performs its own blasting and excavation, blasting, collapse hazard, and underground property damage coverage must also be provided. The Sewer Installer must provide coverage for any subcontractors who assist with the installation or such subcontractors must also be complete and

submit a Sewer Installer's Certification of their own. Insurance certificates documenting these coverages shall be available upon request by the Authority. A written indemnification of the Authority, with a hold harmless provision, for any damages and claims arising from the installation of sewers must be provided.

#### **SECTION 5.15: Required Preconstruction Activities**

The Property Owner shall be responsible to obtain at his/her own cost all required permits regarding the extension including but not limited to: Department of Environmental Protection (DEP) Water Quality Management Permits; NPDES-Stormwater for Construction Activities, Programmatic General Permits, Chapter 105 Joint Permit, county approvals pertaining to soil erosion and sedimentation control; and PADOT or Municipal highway occupancy permits.

The Property Owner shall enter into a Sewer Extension Agreement with the Authority which shall contractually obligate the Applicant to comply with the applicable requirements of these Rules and Regulations.

The Property Owner shall deposit with the Authority a sum of money which shall be held in a non-interest bearing escrow account to pay for costs incurred by the Authority to ensure that the extension meets its requirements.

1. The amount of the deposit shall be determined by the Authority based on its estimated costs which include but not by way of limitation: inspection of the construction of the Sewer extension and reimbursement of charges to the Authority by its engineer and solicitor in connection with the extension.
2. The above deposit shall be made before construction of the extension may begin.
3. In the event the project is being approved and built in phases pursuant to local government regulations, a separate deposit may be made prior to the construction of each successive phase in lieu of making one deposit for the entire project. Should the funds deposited for either a single phase or the entire Project exceed the Authority's actual costs, the balance remaining upon completion of either the phase or Project shall be refunded in full to the Property Owner, but should the deposit be insufficient, the Property Owner shall pay the deficiency to the Authority within five days of verbal or written request. The Authority shall have no obligation to provide services unless and until the escrow account is restored to an acceptable level.

The Property Owner shall post financial security with the Authority, to insure completion of the extension in accordance with the plans and specifications. The posting and releasing of the financial security shall be governed by the provisions of the "Municipality Authorities Act" 53 PA C.S. Ch. 56 ("Act"). Generally, the Authority requires the posting of financial security in the amount of 110% of the cost of the proposed extension as determined by a bona fide bid from the Property Owner's contractor, or the Authority's engineer. The Authority may also accept a cost estimate from the Property Owner's engineer.

The Property Owner shall give the Authority ten (10) days written notice of his/her intention to begin construction of the extension so that the construction may be properly inspected. Any work which has begun before the expiration of such ten (10) day period shall not be approved.

## **SECTION 5.16: Construction Requirements**

The Property Owner shall hire, employ and pay its Sewer Installer to construct the extension according to the plans and specifications, and the Authority shall have no responsibility or liability for payment of any part of the costs or expenses arising out of or relating to the construction of the extension.

The extension shall be constructed by the Property Owner in strict conformance with the plans and specifications. During the course of construction all material, workmanship, and compliance with the plans and specifications shall be subject to the inspection and approval of the Authority. The Property Owner shall pay for full time inspection by the Authority's inspector. When the extension has been completed in accordance with the plans and specifications and upon request by the Property Owner, the Authority shall provide a letter confirming the satisfactory completion of the extension.

In the event that the Person installing a Sewer extension fails to comply with the requirements of the Authority, the Authority shall give notice in writing of such noncompliance and in the event that the Person installing the extension fails to replace or repair the defective installation, the Authority shall take whatever measures are necessary to conform the installation to the requirements of the Authority and charge the costs thereof against the Property Owner's financial security.

## **SECTION 5.17: Post-Construction Requirements and Release of Performance Security**

Within thirty (30) days of the completion of the extension, the Property Owner, at its own expense, shall:

1. Prepare and submit to the Authority two (2) sets of as-built paper drawings and one (1) computer disk in AutoCAD format of the extension.
2. Execute, acknowledge, and submit to the Authority a Deed of Dedication or written conveyance for the extension in the form required by the Authority. The Deed shall provide for the Authority to be the sole, absolute, and permanent owner of the extension, free and clear of any lien, obligation, or other liability in favor of the applicant, his/her successors or assigns, his/her contractors, laborers, or suppliers, and any of his/her or their creditors, or in favor of any other Person to the same end and effect as if the Authority had constructed the extension at its own expense.

In the event a Deed of Dedication is not offered to the Authority within thirty (30) days of the completion of the extension, the Authority may petition the court to enforce specific performance of the Agreement and the costs of enforcing the Agreement, including reasonable attorney's fees, which shall be paid by the Property Owner and shall be made a part of the Order of Court in granting specific performance.

Prior to release of the performance security as required by Section 5.20 B.3.d., the Property Owner shall furnish the Authority with financial security in accordance with the Act to secure the structural integrity and functioning of the extension in accordance with the plans and specifications. The financial security shall have a term of twenty four (24) months from the date of acceptance of the Deed of Dedication by the Authority. The financial security shall be in an amount of ten percent (10%) of the cost of construction of the extension and shall be in a form approved by the Authority.



### **SECTION 5.18: Design Criteria**

All Sewers and Pressure Systems shall be designed in accordance with the applicable edition of Sewerage Manual of the Pennsylvania Department of Environmental Protection, Water Quality Management Program, and these Rules, Rates and Regulations. Construction of Sewers and Pressure Systems will not be permitted until the proper Commonwealth Permits have been obtained in the name of the Authority.

Approval for smaller collection lines may be considered and approved at the discretion of the Authority provided that the Property Owner submits hydraulic calculations and surveyed drawings which document capacity of the smaller line according to DEP Sewerage Manual criteria. In no cases shall the minimum pipe size for a collection line be less than six (6) inch diameter. All calculations and drawings shall be prepared by a currently licensed registered professional engineer.

### **SECTION 5.19: Size and Capacity**

Sewers - All Sewers except Building Sewers and Service Laterals, shall in no case be less than eight (8) inches in diameter. The Authority, at its discretion, may require the Sewers to be greater or lesser than eight (8) inches in diameter. Pressure Systems shall be designed specifically for the application.

### **SECTION 5.20: Sewer Pipe and Fittings**

Sewer pipe, fittings and wye connections used for Sewers shall be as specified in Article III.

### **SECTION 5.21: Installation Requirements**

Sewers and Pressure Systems shall be installed by competent, skilled pipe layers, in accordance with approved standards, plans and specifications of the Authority. Each excavation for a Sewer and Pressure System shall be guarded adequately with barricades and other protection devices to protect vehicular and pedestrian traffic from damage and injury. Any street, sidewalk or Municipal property disturbed in the installation of a Sewer and Pressure System shall be restored to its original condition or better at the sole cost or expense of the Person installing the Sewer and Pressure System.

### **SECTION 5.22: Manhole Construction**

Manholes for gravity sewers shall be precast concrete and shall be manufactured in accordance with the provisions of ASTM C-478. All joints shall be tongue and groove. The inside diameter of the manhole sections shall be not less than forty-eight (48) inches. Manhole tops shall be "eccentric cone" sections or flat tops having an opening not less than twenty-seven (27) inches in diameter. All joints in the precast concrete manhole sections shall be thoroughly cleaned, primed and a joint sealing compound (two strips per joint) placed entirely around the joint immediately before the manhole sections are assembled. "Squeezed out" excess joint material must be neatly trimmed and removed. Through wall lifting holes shall not be permitted. Lifting keys or lugs shall be factory installed integrally in the manhole components. Manhole bases shall be precast concrete "flanged" type bases. At each point where the Sewer pipe enters (or leaves) a manhole base, a cast-in-place flexible pipe gasket system shall be installed. Rubber gasket materials shall conform to the requirements of ASTM C-443.

All precast manhole sections shall be furnished with manhole steps at 12-inch centers and properly aligned. The manhole steps shall be properly aligned vertically as the manhole sections are being assembled. Reinforced plastic manhole steps shall be ½" Grade 60, ASTM A615 deformed steel reinforcement completely encapsulated in Grade 49108, ASTM D4104 copolymer polypropylene plastic compound.

After the manhole is made watertight and completely cured, the exterior surfaces and interior surfaces shall be entirely coated with a bitumastic coating system equal to one (1) prime coat and the number of finish coats necessary to provide a final dry film thickness of not less than twenty (20) mils. The coating shall be applied in strict conformance with the coating manufacturer's specifications.

Immediately prior to placing the concrete for the flow channels in the manholes, thoroughly clean the surfaces of the concrete that will make contact with the concrete for the flow channel, moisten these surfaces with water and place approximately ½" of mortar containing a latex bonding admixture thereon. The bonding mortar shall be field mixed at manhole site in strict conformance with the manufacturer's instructions. The flow channel concrete shall be PA-DOT Class A concrete and shall be placed on the bonding grout immediately after the bonding grout is placed. Smooth flow channels cast in the manhole bases by the manhole manufacturer will be acceptable.

Manhole frames and covers shall be similar to the Authority standard and marked "Sanitary Sewer". After cleaning the manhole frame and the top of the precast concrete manhole eccentric cone section, place joint sealing compound on the concrete and securely bolt the manhole frame to the eccentric cone section top with ¾" expanding head concrete anchors. If precast concrete grade adjustment rings are required to properly bring the manhole cover to finished grade, joint sealing compound shall be placed between adjacent rings, between the ring and frame and between the ring and eccentric cone section. In all cases, the frame must be bolted to the eccentric cone section.

#### **SECTION 5.23: Sewer and Pressure System Testing**

All Sewers and Pressure Systems shall be tested for proper alignment and deflection. Sewers and manholes shall be tested for water tightness according to the Authority standards. All manholes shall be vacuum tested in the presence of and to the complete satisfaction of the Authority.

#### **SECTION 5.24: Construction Methods**

The installation of Gravity Sewers and Pressure Systems shall start at the lower end of the line and proceed upstream so that the spigot ends point in the direction of flow. The pipe shall be carefully laid to line and grade. The handling, placing and jointing of pipe shall be in strict accordance with the pipe manufacturer's recommendations.

**ARTICLE VII  
PROHIBITION OF SEPTIC TANKS,  
ON-SITE DISPOSAL SYSTEMS AND HAULED WASTES**

**SECTION 6.10: Disconnection and Abandonment of On-site System and On-Site Disposal Systems**

**On-Site Disposal Systems** - According to the Cooper Township Connection Ordinance, when connection has been made with the Authority Sewer System, the Property Owner shall abandon any and all privies, privy vault, cesspools, septic tanks and on-site sewage disposal system components then existing on said premises and shall use them no longer. Any and all connection or connections of the Improved Property which has been served by these systems shall be disconnected or abandoned.

Every such privy, privy vault, cesspool, sinkhole, septic tank, holding tank, or similar receptacle in existence shall be abandoned, rendered inoperable and shall be pumped out by a certified hauler and contents disposed of properly and in accordance with applicable laws. The tanks and structures must be removed, knocked down and otherwise made completely inoperable. Tanks and structures may be backfilled with clean sand or coarse aggregate (ASSHTO #57) and covered with approved soil material. Proof of the abandonment (photography, videography) shall be provided to the Authority, upon request.

If an Improved Property is served by an on-site sewage disposal system or device at the time connection to the Sewer System is required, the existing house sewer line shall be broken on the structure side of such sewage disposal system or device and attachment shall be made as close to the house as possible, with proper fittings, to continue such house sewer line, as a Building Sewer. Contents of on-site sewage systems shall not be emptied into the Sewer system. The contents of such on-site sewerage disposal system shall be removed by a licensed waste hauler and properly disposed. Proof of same shall be made available to the Authority, upon request.

Any such privy, cesspool, sinkhole, septic tank, or similar receptacle not so abandoned and not so cleaned and filled shall constitute a nuisance and such nuisance may be abated as provided by law, at the expense of the Owner of such Improved Property according to the Township Connection Ordinance.

**Hauled Waste** - Discharges of Hauled Wastes to the Sewer System are expressly prohibited. Hauled Wastes are defined as any waste transported by vehicle (or otherwise pumped) and originating from residential septic tanks, residential holding tanks, commercial holding/septic tanks used for non-process wastewater, industrial and commercial process wastewater, municipal sludge, biosolids, special wastes (leachates, condensates, wash waters, etc.) or other applicable wastes as defined in the Wastewater Services Agreement.

**ARTICLE VII  
RATES, CHARGES, AND BILLING**

**SECTION 7.10: Description of Charges and Fees**

There are hereby imposed Connection, Customer Facilities and Tapping Fee charges (pursuant to Act 203 of 1990 and Act 57 of 2003) for each connection made to the Sewer System which may consist of any or all of the following components as applicable:

A Connection Fee shall be imposed for all Service Laterals and Pressure Systems installed between the Authority's main (Collection Sewer) and the property line by or the Authority. This fee shall be based upon the cost to the Authority of making such an installation.

1. If the Service Lateral installation is being made as part of a Sewer extension project made by or at the expense of the Authority, the fee shall be as shown on the rate schedule.
2. If the Service Lateral installation is being made as the result of a request from a Property Owner to connect to an existing sewer main, the fee shall be equal to the estimated cost of installing the Service Lateral. However, in no event shall the fee exceed the actual cost. Any amount by which the estimate exceeds the actual cost shall be refunded to the Property Owner.

A Lateral Inspection Fee (Inspection Fee) shall be imposed for the inspection of any Building Sewer or Pressure Sewer Installation. Said fee shall be imposed under the following terms:

1. For installation of any Building Sewer and Pressure System, the amount as shown on the rate schedule.
2. If additional trips are required to inspect or re-inspect a Building, Sewer or Pressure System, an additional inspection fee will be charged for each trip.

A Tapping Fee shall be imposed which may consist of any or all of the following parts as applicable:

1. Capacity Part – For each connection made to the Authority's Sewer System, a Capacity Part of the Tapping Fee shall be imposed as shown on the rate schedule. The fee shall apply to connections made to the Authority's existing Sewer System, additions to the Sewer System, and capped Sewers whether built by the Authority or built by or at the expense of developers. This fee shall be based upon the costs of the Authority's capacity-related facilities.

This fee shall also be imposed whenever: an existing building or facility is expanded in such a way that the increased potential for the generation of wastewater exists. Flow estimates shall be made by the Authority based on sound engineering practice.

In the event that a nonresidential establishment is being connected to the Sewer System and no water usage data is available to determine the appropriate amount of the Capacity Fee, the Authority shall have the right to estimate Water Usage based on a) accepted engineering standards, b) application of the "Equivalent Dwelling Unit" method based on an applicable EDU multiplier shown on the rate schedule for commercial, metering institutional and industrial establishments, c) metering of water use before the fee is established, or d) any other method upon which the Authority and Property Owner mutually agree.

2. Collection Part – For each connection made to a new Collection Sewer constructed by or at the expense of the Authority, a Collection Part of the Tapping Fee shall be imposed as shown on the rate schedule. This part of the fee shall be based upon the cost of the Authority’s Sewer System.
3. Special Purpose Part – The Special Purpose Part of the Tapping Fee shall be imposed only in those cases where it is necessary to recover costs of facilities to serve a particular area or group of customers as provided by Act 203 of 1990 and Act 57 of 2003.
4. Reimbursement Part – The Reimbursement Part of the Tapping Fee shall be imposed only in those cases where it is necessary to recover costs which will be refunded to Property Owners as provided by Act 203 of 1990 and Act 57 of 2003. The amount of the fee will be determined as described in the Act.

Except as provided below, the applicable Connection, Customer Service and/or Tapping Fees outlined above shall be due in total and payable at the time of application for permit.

In the event that the Authority grants permission for two or more connection units to be grouped together on one Service Lateral, it shall be with the understanding that Tapping Fees shall be due as though individual units were being connected.

Effect of Receipt of Grants - If an extension to the Sewer System is financed in whole or in part by one or more grants awarded to the Authority by any department or agency of the United States, the Commonwealth of Pennsylvania or the County of Montour and if the terms of such grant or grants require that the Authority not impose Tapping, Connection, Customer Service or other fees for connection to the Sewer System upon low or moderate income (as such terms are defined in the applicable federal or state regulations), Owners of Improved Properties, the Authority may waive Tapping, Connection, Customer Facilities or other fees which would be imposed upon Owners of Improved Properties under the Rules and Regulations. Such a waiver of fees shall be granted to the extent required by the terms of the grant or grants, and Owners of Improved Properties shall present all necessary documentation to the Authority or other agencies to prove eligibility under the applicable regulations for the waiver of such fees.

Agreements with Developers Who Extend the Sewerage System - Act 203 and Act 57 permit the Authority to enter into agreements with developers concerning the extension of the Sewer System. The Authority may, from time to time, enter into agreements with developers concerning the extension of the Sewer System, which may relate to the reimbursement to the developer of Capacity and the Collection Parts of the Tapping Fee, paid by Owners of Improved Properties who connect to an extension financed by the developer, or other matters as authorized by Act 57 and Act 203. The Authority shall have the right to waive or modify the terms of this Section in any such agreement.

#### **SECTION 7.20: Sewer Rental and Charges**

Sewer rental and charges shall be imposed upon and collected from the Owner of each Improved Property which shall be connected to the Sewer System or is capable of being connected, for use of the Sewer System, whether such use shall be direct or indirect. Sewer rental and charges shall be assessed by the Authority and be payable as provided in accordance with the applicable rate resolution of the Authority.

**SECTION 7.30: Computation of Sewer Rental Charges**

- A. All sewer rentals shall be computed in accordance with the rates shown on the rate resolution.
- B. All Residential, Commercial (Non-Residential) and Industrial Establishments shall be subject to charges computed according to the applicable EDU multiplier shown on the rate resolution.
- C. Sewer rentals under this Section shall be rendered in arrears of the service provided, or shall be based upon the period immediately preceding the period in which the Sewer bill is rendered.
- D. Owners of property connected to the Sewer System for only a portion of a billing period shall pay a pro-rata Sewer rental for the period of time actually connected.

**SECTION 7.40: Billing and Collection**

All sewer rental billings shall be monthly and shall be due and payable upon presentation and, if not paid within the due date set forth on the billing, a penalty of ten (10) percent of the current unpaid charge shall be added to the balance. Additionally a thirty-day payment period and ten (10) percent penalty shall also apply to all miscellaneous Authority billings including but not by way of limitation: surcharges for excess strength Wastewater, and hauled waste fees. All Attorney's fees associated with collection of un-paid bills shall be Property Owners responsibility.

There are intended to be no exemptions from charges for Sewer service under this Resolution regardless of the fact that these services may be rendered to charitable or community organizations.

All bills for Sewer service shall be sent to the Owners of the respective properties connected with the Sewer system as distinguished from lessees, tenants, or purchasers under Agreement of Sale. Nothing herein shall be construed, however to prevent the Authority from collecting amounts due from any person legally liable therefore upon due notice to such party of the amount due.

Sewer rentals due and payable to the Authority shall be collected and collection thereof enforced in the manner provided by law for assessment and collection of charges and the enforcement thereof through municipal liens and otherwise under the laws of the Commonwealth of Pennsylvania. If applicable, under the provisions of State law and regulations, the Authority is authorized to request private and public water suppliers serving Authority customers to shut off the water supply for user's neglect or failure to pay sewer rental or other charges and fees. In that event the Property Owner shall also become liable for any expense incurred by the Authority.

**SECTION 7.50: Penalties**

The Sewer rates and charges imposed hereby pursuant to this resolution shall be a debt due the Authority and shall be paid by the Property Owner not later than the due date appearing on the bill. If not paid within thirty (30) days after the due date, the charge (including the unpaid penalty provided in Section 7.40) shall bear interest at the maximum rate allowed by law. If not paid within sixty (60) days after the due date, the bills shall be deemed delinquent bills and service to the Property Owner, user or customer may be discontinued until all delinquent bills, penalties and charges against the Property Owner, user or customer have been paid. The Authority shall be authorized to disconnect the Sewer connection and shall have the right to enter upon the property of the Property Owner, user or customer

of the service for such purpose and to take such steps as may be necessary to accomplish such disconnection. All costs associated with the disconnection, as well as the expense of restoring any such service, shall likewise be a debt due the Authority. All delinquent Sewer rentals, penalties and charges shall be subject to a lien against the property of the Property Owner, user or customer in the Office of the Prothonotary of Montour County and may be collected in a manner provided by law. The Sewage connection shall not be reconnected until all service charges and expenses, including the expense of disconnection and reconnection, and costs incurred through shutting off water have been paid. Change of ownership or occupancy of premises found delinquent shall not be cause for reducing or eliminating these penalties.

All owners of Improved Property connected to the Sewer System must provide a correct address to the Authority. Failure to receive bills will not be considered an excuse for non-payment, nor permit an extension of the period during which bills are payable without interest and penalties.

In order to be considered timely, payments must be received by the Authority on or before the due date. The Authority will not consider payments as timely merely because they were postmarked prior to the expiration of the due date.

All Persons, Property Owner or user violating any portion of the Rules and Regulations promulgated in this resolution, will be in violation of this resolution. Notice of such violation shall be sent through the U.S. mail by first class mail to the last known address of the owner of any Improved Property and if no action on the violation is taken, the Sewer connection may be disconnected. Reconnection will not be made until after a correction of the violation has been made by the Property Owner and all outstanding charges, penalties, interest and expenses have been paid in full. The expense of such disconnection and the expense of restoring the Sewer service, shall be a debt due the Authority and a lien upon all of the property of the Property Owner or user, and may be recovered by civil action in the name of the Authority.

In addition to any penalty herein prescribed, any Person, Property Owner, user, firm or corporation violating any of the provisions of these Rules and Regulations shall be subject to a civil penalty of up to Five Hundred Dollars (\$500) per occurrence.

The Authority shall exercise its police power as granted by law to enforce this Resolution. Any Person, Property Owner or user failing to make a proper connection to the Sewer System within the time specified after receipt of proper notice or after obtaining a time extension, shall upon conviction thereof before a District Justice, pay a fine or penalty of Five Hundred Dollars (\$500) for each day in violation.

#### **SECTION 7.60: Surcharge for Excess Strength Compatible Pollutants from Nonresidential Establishments**

##### Initial Survey

1. The Authority may make an initial survey of the discharge from nonresidential establishments to determine the applicability of the surcharge. The survey shall consist of suitable sampling and analysis of the Wastewaters for three consecutive days during a period of normal industrial or commercial operation.
2. Based on survey results, the Authority may institute the surcharge and/or require the Owner to provide such tests, equipment, and information as will provide a further basis for determination of the surcharge.

Frequency of Surcharge Monitoring: After the initial survey the Authority shall determine the frequency of surcharge monitoring provided, however, subsequent monitoring shall be conducted at least annually for three consecutive days during a period of normal industrial or commercial operation.

#### Data to Determine Surcharge

1. Where the Authority determines that accurate information exists, the surcharges shall be based on the volume of Wastewater used for billing purposes for the appropriate period and the concentration of surchargeable Pollutants measured in a composite sample taken over the duration of the discharge or 24 hours, whichever is shorter. Where the discharge exceeds 24 hours, the composite sample shall form the basis for surcharge billing until such time as the Authority, on its own initiative or upon request of the Property Owner, takes another 24 hour composite sample.
2. Where the Authority determines that accurate information does not exist, the surcharge shall be based on Authority estimates of Wastewater volume for the appropriate period and concentration of surchargeable Pollutants as determined by:
  - a. Grab sample, or;
  - b. Typical concentrations for similar operations as published in technical literature, or;
  - c. Wastewater surveys of discharges from other similar operations
3. The cost of obtaining all information required to determine the surcharge shall be borne by the Property Owner. This includes but not by way of limitation the costs of sample collection, flow measurement, and laboratory analysis.
4. In establishing pollutant concentrations for surcharge purposes, all analyses shall be made in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, Inc.

#### Surcharge Limits and Calculation

1. Discharges are subject to surcharge at the rates shown in the Rate Schedule when the average concentration of the Pollutant exceeds the threshold limit.
2. The rate shall apply to each milligram per liter (mg/l) per million gallons (MG) by which the average Pollutant concentration exceeds the threshold limit.

#### **SECTION 7.70 Discharge through Non-Approved Connection**

Whenever any person discharges or permits to be discharged any material into the Sewer System by any means other than through a connection approved in accordance with these regulations, the Authority reserves the right to estimate the quantity and strength of the material and to make an appropriate charge based on such estimate.



**SECTION 7.80: Reservation of Capacity Fee**

- A. By separate resolution of the Authority enacted from time to time, a Reservation of Capacity Fee may be imposed upon all properties which may be lawfully required to connect to the Sewer System of the Authority, but which have not been connected thereto, provided that such Reservation of Capacity Fee shall be effective upon the expiration of at least ninety (90) days after the notice to connect to the Sewer System has been received. This fee may also be imposed upon the owners of Property who have requested the Authority to reserve capacity for future development, either directly or by submitting a DEP Planning Module for Land Developer for the Authority's approval.
  
- B. The Reservation of Capacity Fee shall be billed and collected at the same time and in the same manner as the Sewer rentals charges imposed by the Authority for the users of the Sewer System.
  
- C. Reservation of capacity and payment of the Reservation of Capacity Fee shall be limited to one year. Connection to the sewer system must be completed within 90 days of the end of that year.

**ARTICLE VIII  
ABATEMENT OF RENTALS OR CHARGES**

**SECTION 8.10: No Abatement Upon Physical Disconnection**

There shall be no abatement of Sewer rentals or service charges imposed by this resolution unless Improved Property that is connected to the Sewer System is razed, destroyed or damaged to the extent it is uninhabitable at the Authority's discretion. It is intended by this Section to prohibit any abatement of Sewer rentals or service charges for any period during which a property is connected to the Sewer System or is capable of being physically connected to the Sewer System and whether or not service is disconnected or terminated by action of the Property Owner or the Authority.

**SECTION 8.20: Discontinuance of Services**

Application for Sewer service may be canceled or Sewer service disconnected by the Authority for any of the following reasons:

- A. Failure of user to pay Sewer bill and other charges when due.
- B. Tampering with any service pipe or permitting tampering by others.
- C. Use of Sewer service by a user for any purpose other than described in the application.
- D. Use of Sewer service by user at any location other than described in the application.
- E. Unlawful use of the Sewer system by a user or discharge of prohibited wastes into the Sewer system by a user.
- F. Failure of user to maintain connection in good order.
- G. Refusal of access to property to authorized representatives of the Authority.
- H. Failure to comply with any Sewer use restrictions which may be imposed.
- I. Violation by user of any of the Rules and Regulations.
- J. Pursuant to any other laws of the Commonwealth of Pennsylvania.
- K. Any other cause as determined by the Authority.

**ARTICLE IX  
INDUSTRIAL WASTEWATER CONTROL REGULATIONS**

**SECTION 9.10: General Provisions**

- A. Purpose
1. This Article sets forth the uniform requirements for Industrial Users of the Authority's treatment system. It enables the Authority to comply with State and Federal laws and regulations and the Wastewater Service Agreement.
  2. The provisions of this Article assure continuity of Wastewater treatment, help prevent violation of Danville's NPDES permit, and protect the Authority's wastewater collection system, Mahoning Township's wastewater conveyance system and Danville's wastewater conveyance and treatment system.
- B. Objectives
1. To prevent the introduction of Pollutants into the Treatment System which will interfere with the operation of the system or contaminate the resulting residual solids (sludge/ biosolids).
  2. To prevent the introduction of Pollutants into the Treatment System which will pass through the system, inadequately treated, into receiving waters or the atmosphere;
  3. To improve the opportunity to recycle and reclaim wastewaters, sludges and biosolids from the system.
- C. Scope: This Article shall apply to all Industrial Users of the Authority's Treatment System, whether by contract or agreement with the Authority and regardless of whether such Industrial Users are located within or outside of the service area.
- D. Controlling Authority: Prior to connection, all proposed industrial discharges to the Authority Sewer System shall be approved by Danville and be in complete conformance with the Wastewater Services Agreement.
- E. Administration: The Authority shall implement, administer and enforce the provisions of this Article within the limits of the Wastewater Services Agreement related to industrial wastewater and pretreatment.

**SECTION 9.20: Discharge Permits**

- A. Permits Required: All Significant Industrial Users proposing to connect to or discharge into the Treatment System must obtain a permit before connecting to or discharging into the Treatment System. All Significant Industrial Users currently connected to or discharging into the Treatment System must apply for a permit within sixty (60) days after notification from the Authority that a permit is required. A separate permit shall be required for each Wastewater connection discharging, directly or indirectly, into the Sewer System. For each user having multiple connections at a single plant or facility, a single permit shall be required which may set forth

specific effluent limitations and conditions for discharge from each separate connection. All permits shall be in a form prescribed by the Wastewater Services Agreement and approved by Danville.

- B. Compliance Required: No permit holder shall discharge Wastewater in excess of any permit limitations set forth in the Wastewater Services Agreement. Any permit holder proposing to modify its discharge in a manner which would violate any permit limitations must apply for an amended permit and gain the approval of Danville according to the Wastewater Services Agreement.
- C. Permit Applications: Persons seeking a permit shall complete and file with the Authority an Industrial Waste discharge application accompanied by any applicable fee. The form and content of the permit application shall be in complete conformance with the Wastewater Services Agreement and Danville.
- D. Processing and Issuance of Permits: The permit will be subject to the review and approval of Danville. All required Danville permit revisions shall be provided prior to issuance of the permit. Issuance of a permit shall not relieve the user from complying with all applicable laws, regulations, and ordinances promulgated by other government authorities, nor shall the issuance of a permit be construed as a representation by the Authority that the discharge permitted therein complies with such laws, regulations, and ordinances. Permits are issued solely to govern the discharge of Wastewater into the Sewer System and shall not be construed to benefit any third party.
- E. Duration of Permits: Permits shall be issued for a specified time period, set forth by Danville.
- F. Modification of Permits: The terms and conditions of any permit are subject to change by Danville and the Authority during the life of the permit to accommodate changed conditions including but not limited to: changes, in local, State, and Federal laws or regulations, or in event of variation in reported data as provided in Section 9.40(C)(4) and the Wastewater Services Agreement.

Nothing in this paragraph is intended to preclude the Authority or Danville from taking immediate action to temporarily modify a permit when there is imminent risk of damage to the Sewer System, Danville system or injury to the health and welfare of the public or to the environment.

- G. Transfer of Permit: Permits are issued to a specific user for a specific operation. A Wastewater discharge permit shall not be assigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation without the written approval of the Authority and Danville.

### **SECTION 9.30: Discharge Requirements**

- A. National Pretreatment Standards as Mandated by Danville in the Wastewater Services Agreement.
  - 1. Prohibited Wastewater Discharges

- a. General Prohibitions: No user shall discharge any Wastewater which will pass through or interfere with the operation or performance of the Danville wastewater treatment facility.
- b. Specific Prohibitions: No user shall discharge any of the following pollutants into the Danville wastewater treatment facility.
  - 1) Any flammable liquids, solids or gases, or any materials which interact with other substances to cause a fire or explosion. Prohibited materials include, but are not limited to: gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, and sulfides;
  - 2) Any solid or viscous substance that may cause obstruction to flow in the sewer system or be detrimental to the Treatment System operation. These substances include, but are not limited to: ashes, cinders, sand, mud, straw, shavings, metal, glass, feathers, tar, wood, paunch manure, hair, paper products other than toilet tissue, plastics, rags;
  - 3) Any Wastewater containing more than 100 ppm by weight of fats, oils, and grease;
  - 4) Any Wastewater containing any garbage that has not been ground by a household type or other suitable garbage grinder;
  - 5) Any Pollutant that will cause or contribute to corrosive damage or hazard to the structure, equipment or personnel of the Danville wastewater treatment facility; in no case shall discharges have a pH less than 6.0 or higher than 9.0;
  - 6) Any Wastewater containing toxic Pollutants in sufficient quantity, either singly or by interaction with other Pollutants, to injure or interfere with any Wastewater treatment process, to constitute a hazard to humans or animals, to create a toxic effect in the receiving waters of the Danville wastewater treatment facility, or to exceed the limitations set forth in a Federal Categorical Pretreatment Standard. A toxic Pollutant shall include but not be limited to any Pollutant identified pursuant to Section 307(a) of the Act;
  - 7) Any noxious or malodorous liquids, gases, or solids which either single or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the Sewers for maintenance and repair;
  - 8) Any Pollutant that will cause the effluent or any other product of the Danville wastewater treatment facility such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the

Danville wastewater treatment facility cause the sludge produced to not be in compliance with 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, the Clean Air Act, the Toxic Substances Control Act, or State Criteria applicable to the sludge management method being used;

- 9) Any Wastewater with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions;
- 10) Any heated Wastewater that exceeds a temperature of 65 degrees C (150 degrees F) or that is sufficient enough to increase the temperature of the Danville wastewater treatment facility's influent above 40 degrees C (104 degrees F);
- 11) Any Pollutant, including oxygen demanding Pollutants (BOD5, etc.) released in a discharge of such volume or strength as to result in interference with the Danville wastewater treatment facility;
- 12) Any Wastewater containing Pollutants of such character or quantity that special and unusual attention is required for their handling;
- 13) Any nonbiodegradable oils of mineral or petroleum origin;
- 14) Any radioactive wastes or isotopes of such half-life or concentration that causes violation of local, State or Federal regulations;
- 15) Any waters not intended for treatment by the Danville wastewater treatment facility including, but not limited to storm water, surface water, groundwater, roof runoff, subsurface drainage or cooling system waters.

## 2. Categorical Standards

- a. The provisions of 40 CFR Section 403.6 and any categorical pretreatment standards promulgated by the US Environmental Protection Agency for a particular industrial subcategory shall be incorporated herein by reference.
- b. Industries subject to Federal Categorical Pretreatment Standards shall comply with all of the requirements thereof including the reporting requirements of 40 CFR Section 403.12.

## B. Local Standards

1. The Authority and Danville reserves the right to establish more stringent standards or limitations on discharges to the Danville wastewater treatment facility if deemed necessary to comply with the objectives of this Article of the Rules and Regulations.

C. Accidental Discharges and Slug Loadings

1. Each user shall provide protection from accidental discharges and Slug Loadings. Facilities to prevent accidental discharges and Slug Loadings shall be provided and maintained at the user's own expense. In the case of an accidental discharge or Slug Loading, the user shall notify the Authority immediately by telephone. The notification shall include the location of the discharge, type, volume, and concentrations of the waste, and the corrective actions taken.

**SECTION 9.40: Reporting and Monitoring**

- A. Users Subject to Categorical Standards: Baseline reports, compliance schedules, reports on compliance with categorical standard deadlines, and periodic reports on continued compliance shall be submitted as required by 40 CFR Section 403.12 and in accordance with the Wastewater Services Agreement.
- B. Users Not Subject to Categorical Standards: Users may be required to periodically submit certain information to the Authority. Measurements may be required, including but not limited to: flow rates, flow volumes, and concentrations of particular constituents of the Wastewater. These measurements and reports thereof shall be made as frequently as necessary to comply with the terms and conditions of the user's permit or as required by the Authority and in accordance with the Wastewater Services Agreement.

**SECTION 9.50: Power to Restrict Harmful Discharges**

In order to prevent or abate deleterious discharges, the Authority reserves the right to refuse connection or to order disconnection where the potential or actual discharge is in the opinion of the Authority harmful and not in accordance with the Wastewater Services Agreement.

**SECTION 9.60: Hazardous Discharges Necessitating an Emergency Response,  
Including Temporary Termination of Service**

- A. The Wastewater Authority and Danville service and/or a Permit may be temporarily terminated when in the opinion of the Authority and Danville, it is necessary to stop an actual or threatened discharge which presents or may present an imminent and substantial danger to the health or welfare of persons or to the environment, or which causes or has the potential of causing interference with the Danville wastewater treatment facility.
- B. All corrective action, incident reporting, legal remedies and other related actions shall be in accordance with the Wastewater Services Agreement.

**ARTICLE X  
INSPECTION AND ENFORCEMENT**

**SECTION 10.10: Inspection Rights**

For the purpose of enforcing the provisions of this Resolution of the Authority with respect to the operation of the Sewer System and for the purpose of advancing and protecting the public health, the Authority reserves the right to come upon or enter the premises of any Person connected to the system for the purpose of inspecting the sewer facilities located thereon and for the purpose of determining compliance with the requirements of the Authority. If the Authority's authorized representatives cannot access the premises, the Authority reserves the right to discontinue sewer service to such premises until inspection is permitted and compliance with the requirements of the Authority has been determined or pursue appropriate legal remedies or police action to gain the necessary access.

**SECTION 10.20: Discontinuance of Service**

Notwithstanding any other provisions or implications of this Resolution to the contrary, the Authority reserves the right to refuse to render (or to continue to render) Sewer service to any property or whenever it appears there has been a violation of the Rules and Regulations of the Authority with respect to the installation or use of the Sewer System. In the event that the Authority shall elect to discontinue service to any user connected to its lines, (except as provided in the Pretreatment Regulations for Significant Industrial Users, the Authority shall give written notice by Certified Mail to the Owner prior to disconnecting the property from the Sewer System.



**ARTICLE XI  
CHANGING RULES AND RATES**

**SECTION 11.10: CHANGES TO RULES AND RATES**

The Authority reserves the right to change or amend from time to time these Rules and Regulations, for Sewer service, in a manner provided by law.

**ARTICLE XII**  
**SEVERABILITY**

If any Article or provision of this Resolution is found invalid by any court or other jurisdiction, the remaining Articles or provisions shall not be affected and shall continue in full force and effect.

**ARTICLE XIII  
SCHEDULES**

The Authority's User rates and charges are officially incorporated herein by reference. A separate Rate Resolution setting forth the actual rate schedule itself may differ from the effective date of this resolution.

**ARTICLE XIV  
RESOLUTION AND REPEAL**

The Rules and Regulations of the Authority are herein adopted as an official Resolution of the Authority as evidenced therewith.

All Resolutions of the Authority which are inconsistent with this Resolution are hereby repealed.

IN WITNESS WHEREOF, the Cooper Township Municipal Authority has duly adopted this Resolution and caused it to be executed by the officers below this 17 day of December, 2018.

### **SEWER INSTALLER REQUIREMENTS**

**(According to Section 3.60 of Rules and Regulations of the Cooper Township Municipal Authority)**

To be qualified as a Sewer Installer by the Authority, the firm acting as an agent or on behalf of the Property Owner ("Installer") shall provide evidence of the following:

1. Is familiar with the Authority's requirements as outlined in the Rules, and Regulations and that the Person or firm will comply with those requirements.
2. Past experience in sewer pipe installation, plumbing and electrical work.
3. A certificate of Insurance that the Sewer Installer has insurance coverage in force in the minimum limits shown below and will keep such coverage in force with respect to any Sewer installations to be performed within the Authority's service area:

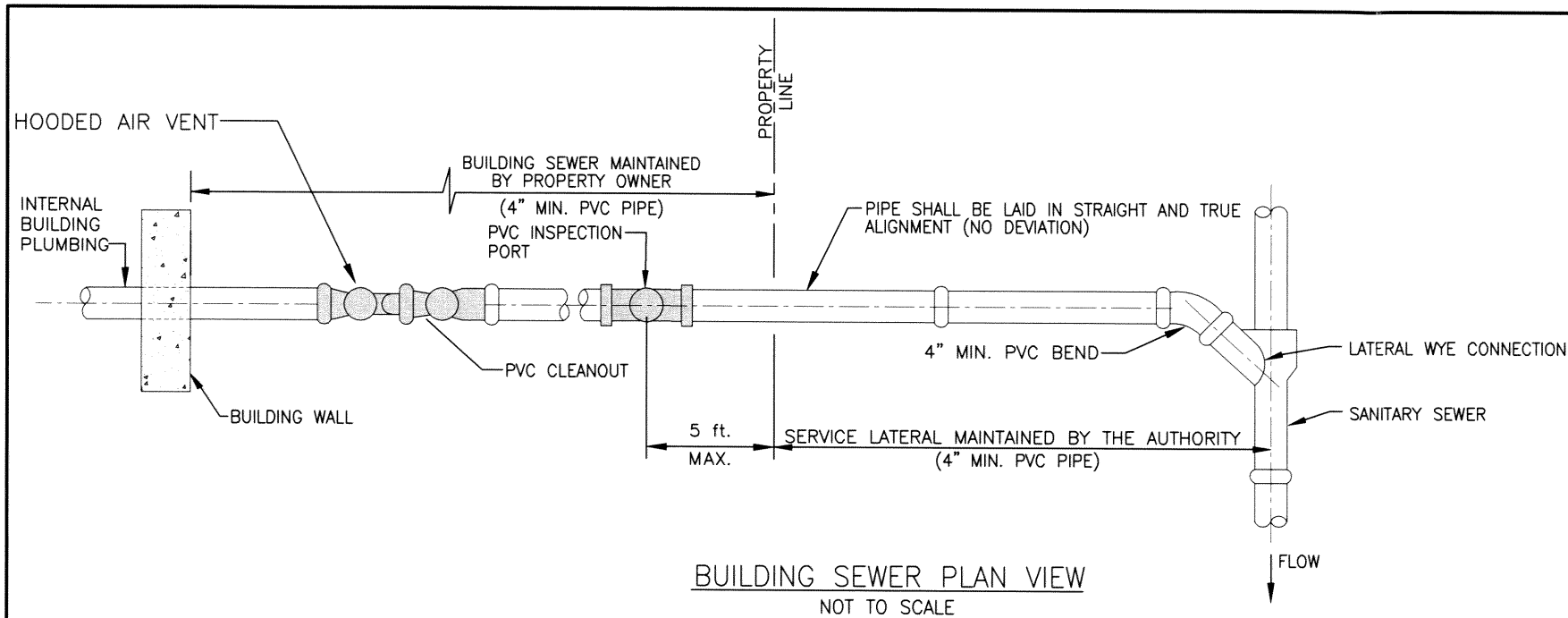
Automobile Liability - \$500,000 Combined Single Limit

General Liability - \$1,000,000 Combined Single Limit

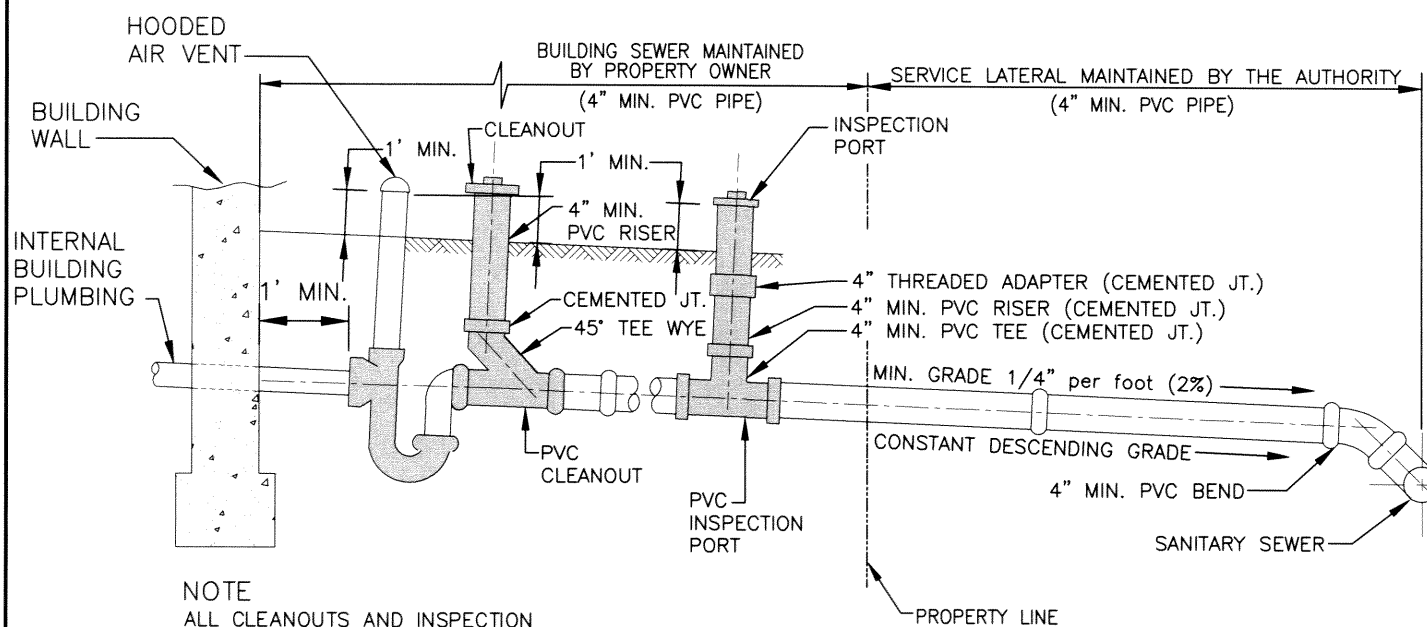
Worker's Compensation (if firm has employees) - Legally Required Limit

Note: The general liability policy must include independent contractors, completed operations and contractual liability coverages. The contractual liability coverage funds the indemnification required below. If the Sewer Installer performs its own blasting and excavation, blasting collapse hazard, and underground property damage coverage must also be provided. The Sewer Installer must provide coverage for any subcontractors who assist with the installation or such subcontractors must also complete and submit an Installer's Certification of their own.

4. Current State Contractor License.
5. Acknowledgement that the Authority is indemnified for any damages and claims arising from the installation including site safety and violations of OSHA safety regulations.

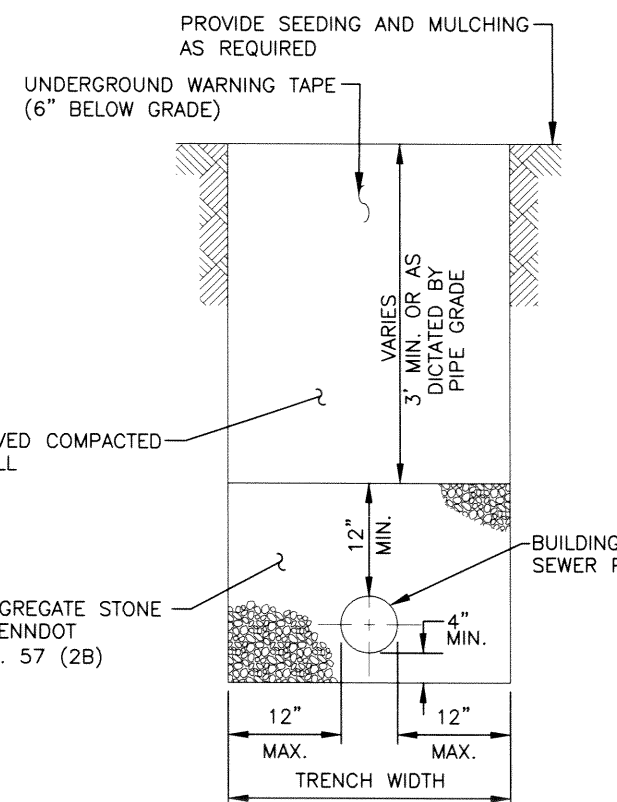


**BUILDING SEWER PLAN VIEW**  
NOT TO SCALE

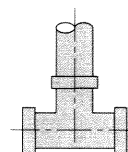


**BUILDING SEWER ELEVATION VIEW**  
NOT TO SCALE

NOTE  
ALL CLEANOUTS AND INSPECTION  
PORT CAPS SHALL BE THREADED.



**BUILDING SEWER BEDDING & BACKFILL DETAIL**  
NOT TO SCALE



**LEGEND**

ALL VERTICAL PIPE SECTIONS INCLUDING  
FITTINGS MUST BE SOLVENT-WELD SDR35  
OR SCH. 40 PVC.

**SPECIFICATIONS**

1. ALL DOMESTIC WASTEWATER MUST DISCHARGE TO THE BUILDING SEWER. NO ROOF DRAINS, BASEMENT DRAINS, SUMP DRAINS, FOUNDATION DRAINS OR OTHER EXTRANEIOUS WATER SHALL BE CONNECTED TO THE BUILDING SEWER AND ALL SUCH WATER IS STRICTLY PROHIBITED.
2. ACCEPTABLE BUILDING SEWER PIPE MATERIALS SHALL BE SDR35 PIPE (D3034), OR SCHEDULE 40 PVC PIPE; ALL WITH O-RING GASKETED JOINTS.
3. INSTALL 4" MIN. PVC BUILDING SEWER TO POINT OF CONNECTION AT A CONSTANT DESCENDING GRADE, MINIMUM SLOPE: 1/4" PER FOOT (2%).
4. ALL PIPE, REGARDLESS OF MATERIAL, SHALL BE BEDDED WITH 4" PENNDOT AASHTO NO. 57 (2B) COARSE AGGREGATE COMPACTED TO 12" MIN. OVER TOP OF PIPE (SEE DETAIL).
5. ALL BUILDING SEWERS SHALL BE PROVIDED WITH A CLEANOUT AND INSPECTION PORT WITH THREADED CAP. (SEE DETAIL).
6. PROPERTY OWNER TO NOTIFY THE AUTHORITY REPRESENTATIVE OF INTENT TO CONNECT TO SEWER SYSTEM 24 HOURS BEFORE CONNECTING, SO THAT THE AUTHORITY REPRESENTATIVE CAN BE PRESENT TO INSPECT AND APPROVE THE BUILDING SEWER CONNECTION AND INTERIOR PLUMBING SYSTEM.
7. AT THE TIME OF BUILDING SEWER CONNECTION, THE PROPERTY OWNER SHALL PERMIT THE AUTHORITY'S REPRESENTATIVE FULL AND COMPLETE ACCESS TO ALL INTERIOR SANITARY AND DRAINAGE PLUMBING IN EACH BUILDING ON THE PROPERTY. NO FINAL CONNECTION SHALL BE MADE TO THE SEWER SYSTEM UNTIL AFTER ALL BUILDING AND INTERIOR PLUMBING SYSTEMS HAVE BEEN INSPECTED AND APPROVED BY THE AUTHORITY REPRESENTATIVE.
8. ALL BUILDING SEWER PIPE SHALL BE VISUALLY INSPECTED FOR WATER TIGHTNESS. THE AUTHORITY'S REPRESENTATIVE RESERVES THE RIGHT FOR THE PROPERTY OWNER TO AIR OR WATER TEST THE BUILDING SEWER TO DOCUMENT WATERTIGHTNESS.
9. CLEANOUTS ARE REQUIRED AT a) EACH CHANGE OF ALIGNMENT, b) CHANGE IN GRADE OR c) AT 50' MIN. PIPE INTERVALS.
10. CLEANOUTS AND INSPECTION PORTS MAY BE INSTALLED FLUSH WITH GROUND IF PROVIDED WITH CAST IRON FRAME AND COVER (NEENAH NO. R-1975-A2 OR QUIRIN NO. MHR1140) AND CONCRETE PAD.
11. MINIMUM COVER FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 4' MIN. OR AS DICTATED BY PIPE GRADE.
12. PROPERTY OWNER (OR SEWER INSTALLER/CONTRACTOR) MUST ADHERE TO ALL OSHA REGULATIONS AND PROVIDE TRENCH PROTECTION AS REQUIRED. THE AUTHORITY IS NOT RESPONSIBLE FOR SITE SAFETY.
13. FOR CONNECTION TO AN EXISTING AUTHORITY SEWER, PIPE SHALL BE NEATLY SAWCUT, AND SERVICE LATERAL WYE AND SPOOL PIECE INSTALLED, AND RECONNECTED USING GASKETED PVC COUPLINGS (HARCO). SIZE AND TYPE AS REQUIRED.
14. ALL MEANS, METHODS AND MATERIALS OF CONSTRUCTION FOR INSTALLATION OF BUILDING SEWERS SHALL CONFORM WITH THE RULES AND REGULATIONS OF THE AUTHORITY.
15. PROPERTY OWNER IS RESPONSIBLE TO ENSURE THAT ALL SANITARY PLUMBING LINES AND DRAINS ARE PROPERLY TRAPPED TO PREVENT SEWER GAS FROM ENTERING THE BUILDING PRIOR TO CONNECTION TO THE SEWER SYSTEM.

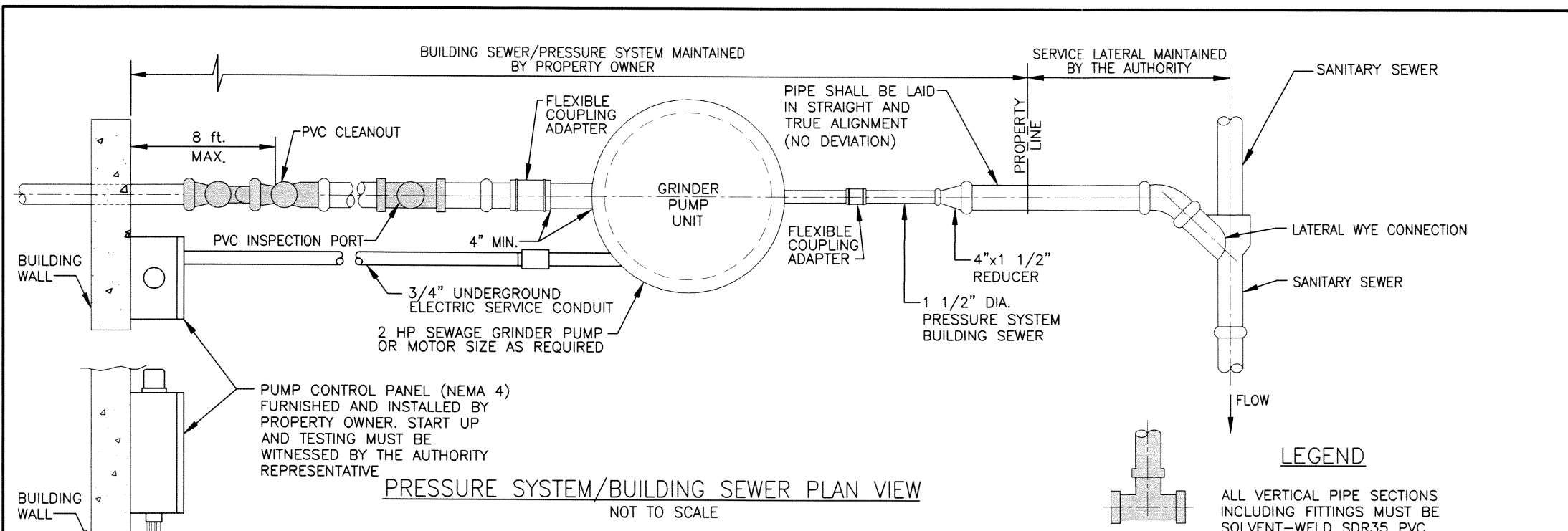
**EXHIBIT "A"**  
**BUILDING SEWER AND SERVICE  
LATERAL - TYPICAL DETAILS  
NEW STRUCTURE CONNECTION**

**COOPER TOWNSHIP  
MUNICIPAL AUTHORITY**

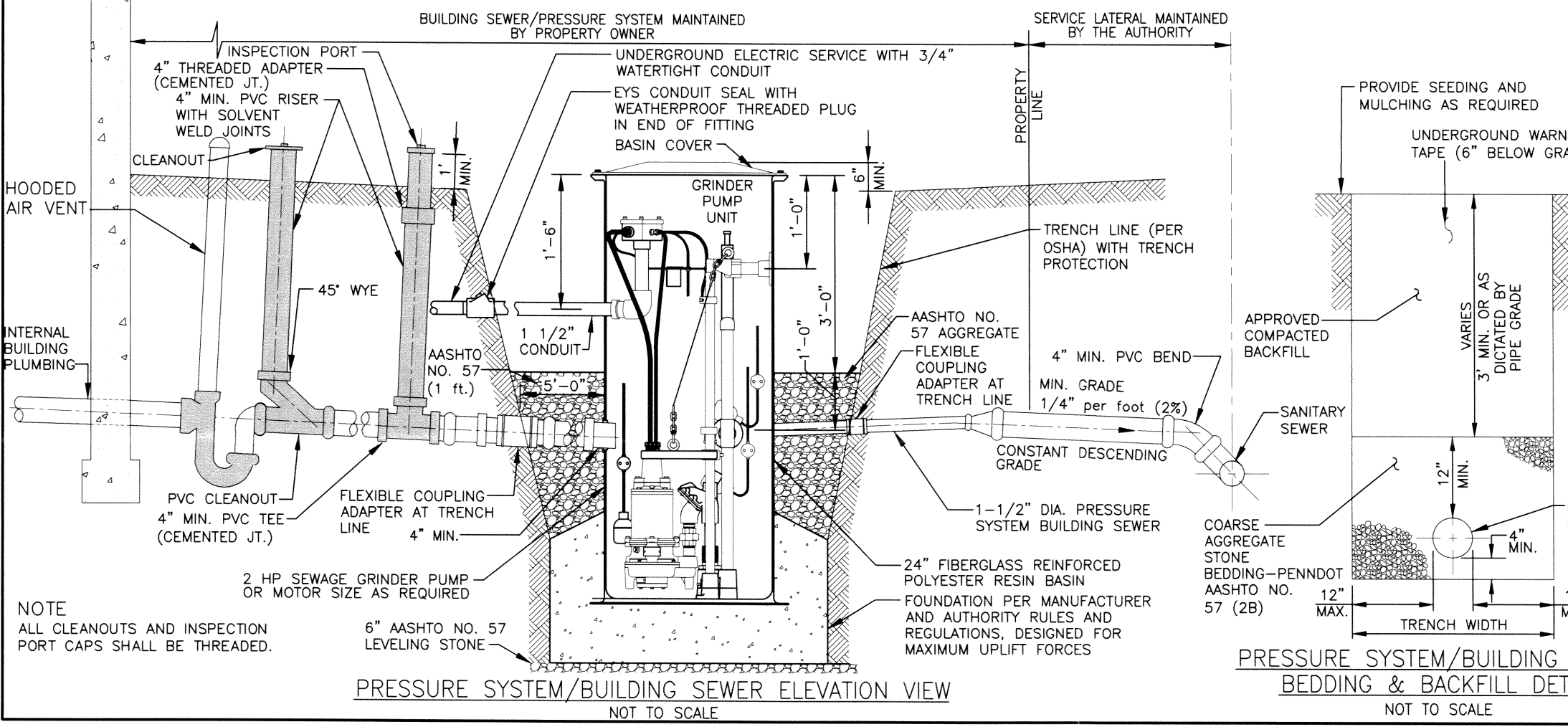
**MONTOUR COUNTY, PENNSYLVANIA**

ISSUED: 12/17/18	JOB: 10005	SCALE: NO SCALE
FILE: LATERALDETAIL	DRAWN BY: RJB	CHECKED BY: MVG

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**PRESSURE SYSTEM/BUILDING SEWER PLAN VIEW**  
NOT TO SCALE



**PRESSURE SYSTEM/BUILDING SEWER BEDDING & BACKFILL DETAIL**  
NOT TO SCALE

- SPECIFICATIONS**
- ALL DOMESTIC WASTEWATER MUST DISCHARGE TO THE BUILDING SEWER. NO ROOF DRAINS, BASEMENT DRAINS, SUMP DRAINS, FOUNDATION DRAINS OR OTHER EXTRANEOUS WATER SHALL BE CONNECTED TO THE BUILDING SEWER AND ALL SUCH WATER IS STRICTLY PROHIBITED.
  - ACCEPTABLE BUILDING SEWER PIPE MATERIALS SHALL BE SDR35 PIPE (D3034), OR SCHEDULE 40 PVC PIPE; ALL WITH O-RING GASKETED JOINTS.
  - INSTALL 4" MIN. PVC BUILDING SEWER TO POINT OF CONNECTION AT A CONSTANT DESCENDING GRADE, MINIMUM SLOPE: 1/4" PER FOOT (2%).
  - ALL PIPE, REGARDLESS OF MATERIAL, SHALL BE BEDDED WITH 4" PENNDOT AASHTO NO. 57 (2B) COARSE AGGREGATE COMPACTED TO 12" MIN. OVER TOP OF PIPE (SEE DETAIL).
  - ALL BUILDING SEWERS SHALL BE PROVIDED WITH A CLEANOUT AND INSPECTION PORT WITH THREADED CAP. (SEE DETAIL).
  - PROPERTY OWNER TO NOTIFY THE AUTHORITY REPRESENTATIVE OF INTENT TO CONNECT TO SEWER SYSTEM 24 HOURS BEFORE CONNECTING, SO THAT THE AUTHORITY REPRESENTATIVE CAN BE PRESENT TO INSPECT AND APPROVE THE BUILDING SEWER CONNECTION AND INTERIOR PLUMBING SYSTEM.
  - AT THE TIME OF BUILDING SEWER CONNECTION, THE PROPERTY OWNER SHALL PERMIT THE AUTHORITY'S REPRESENTATIVE FULL AND COMPLETE ACCESS TO ALL INTERIOR SANITARY AND DRAINAGE PLUMBING IN EACH BUILDING ON THE PROPERTY. NO FINAL CONNECTION SHALL BE MADE TO THE SEWER SYSTEM UNTIL AFTER ALL BUILDING AND INTERIOR PLUMBING SYSTEMS HAVE BEEN INSPECTED AND APPROVED BY THE AUTHORITY REPRESENTATIVE.
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  - FOR CONNECTION TO AN EXISTING AUTHORITY SEWER, PIPE SHALL BE NEATLY SAWCUT, AND SERVICE LATERAL WYE AND SPOOL PIECE INSTALLED, AND RECONNECTED USING GASKETED PVC COUPLINGS (HARCO). SIZE AND TYPE AS REQUIRED.
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  - PROPERTY OWNER IS RESPONSIBLE TO ENSURE THAT ALL SANITARY PLUMBING LINES AND DRAINS ARE PROPERLY TRAPPED TO PREVENT SEWER GAS FROM ENTERING THE BUILDING PRIOR TO CONNECTION TO THE SEWER SYSTEM.

**EXHIBIT "B"**  
**PRESSURE SYSTEM AND GRINDER PUMP - TYPICAL DETAILS**  
**NEW STRUCTURE CONNECTION**  
**COOPER TOWNSHIP**  
**MUNICIPAL AUTHORITY**  
**MONTOUR COUNTY, PENNSYLVANIA**

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