

# **Waymart Area Authority**

**WAYNE COUNTY, PENNSYLVANIA**

## **SEWER SYSTEM RULES AND REGULATIONS**

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**4152.14**

**Dated: July 20, 2010**

**Revised: February 28, 2012**

**COPIES OF RULES:** These Rules and Regulations are available for review at the Authority's office at all times during regular business hours and are available for purchase for \$25.00 per copy. These Rules and Regulations will be revised as conditions dictate. Please contact the Authority for latest revision date.

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## **SECTION I**

### **GENERAL PROVISIONS**

These Rules and Regulations set forth uniform requirements for users of the Waymart Area Authority (Authority) Sewer System and help enable the Authority to comply with applicable State and Federal Laws, Regulations, and Permits. The Authority will furnish Sewer Service only in accordance with these Rules and Regulations.

These Rules and Regulations are made part of every application, contract, agreement or license entered into between the Owner of any Improved Property and the Authority. These Rules and Regulations are applicable to all Sewered Area within Waymart Borough and Canaan Township. No connection, through which Sanitary Sewage or Industrial Waste does or may enter the Sewer System, shall be constructed, altered, repaired, or allowed to exist, which does not comply with these Rules and Regulations.

Except as otherwise provided herein, the Authority shall administer, implement, and enforce the provisions of these Rules and Regulations, in accordance with the purposes, policies, and objectives as set forth herein.

The Authority does hereby reserve the right to alter, amend, and/or repeal these Rules and Regulations, which when altered and amended shall become and thereafter be a part of every such application, contract, agreement or license for Sewer Service in effect at the time of such alteration, amendment and/or adoption.

These Rules and Regulations are not intended to conflict with any local, state or federal legislation and/or regulation. Any provisions that are found to be in direct conflict with such legislation or regulation shall not be applicable.

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

## SECTION II

### SEWER USE REQUIREMENTS

**CONNECTION:** The Owners of any Improved Property located within 150 feet of the Authority's sewer Main is required, at the Owner's expense, to connect to the Authority's Sewer System, in accordance with the provisions of the Connection Ordinance for the municipality in which the improved property is located.

Upon connection, all Sanitary Sewage and permitted Industrial Wastes must be discharged into the Sewer System, including but not limited to water from toilets, showers, sinks and washing machines.

No Person shall connect any Improved Property with any part of the Sewer System without first making application for and securing a connection permit, in writing, from the Authority. Such application shall be made on a form to be provided by the Authority. Refer to Appendix G.

**DISCONNECTION OF SERVICE:** No Person shall terminate its Service to the Improved Property or disconnect its facilities from the Sewer System or permit the disconnection or removal of facilities serving the Property without the written consent of the Authority. Breach of this provision shall subject the Person to liability for damage to Authority property, and shall not terminate or suspend Owners' liability for User Charges or other applicable fees, nor shall it stop the accrual of such User Charges and fees.

**DUTY TO NOTIFY AUTHORITY OF CHANGES IN "PREMISES":** If the use or classification of any Improved Property changes, the Owner of the Improved Property shall be responsible for notifying the Authority, in writing, of any such change.

**SYSTEM ACCESS:** By having applied for permission to, and/or having connected to, the Sewer System, the Owner of any Improved Property has given the Authority the right of access at reasonable times to any Improved Property which is served by the Sewer System as shall be required for purposes of inspection, measurement, sampling and testing and for performance of other functions relating to service rendered by the Authority through the Sewer System, and to ensure or enforce compliance with these Rules and Regulations.

**PROHIBITED DISCHARGE:** No Person shall discharge or shall cause to be discharged into the Sewer System any of the following without first securing written consent to do so from the Authority:

- (1) Storm water, surface drainage, ground drainage, roof runoff, and subsurface drainage, cooling water, drainage from tile fields, spring water, or unpolluted process waters;
- (2) Any Industrial Wastes, chemical or other matter exceeding any of the following parameters:
  - (a) Having a temperature higher than 140 degrees Fahrenheit or less than 32 degrees Fahrenheit;
  - (b) Containing more than 50 parts per million, by weight, of fat, oil or grease;
  - (c) Containing a Biochemical Oxygen Demand (BOD) of more than 250 milligrams per liter;

- (d) Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the Treatment Plant or to the operation of the Treatment Plant, including but not limited to, waste streams with a closed-cup flashpoint of less than 140 degrees Fahrenheit using methods in 40 CFR 261.21. At no time shall two (2) successive readings on an explosion hazard meter, at any point of discharge into the system (or at any point in the system), be more than 5% nor any reading over 10% of the Lower Explosive Limits (LEL) of the meter. Prohibited materials include, but are not limited to, gasoline, kerosene, benzene, naphtha, toluene, xylene, ethers, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides, fuel oil, or other flammable or explosive liquids, solids, or gas which the Authority, EPA, PADEP has notified the User is a fire hazard or a hazard to the Sewer System;
- (e) Containing any solid wastes with particles greater than ½-inch in any dimension, resulting from the preparation, cooking and dispensing of food and from handling, storage, and sale of produce, which wastes are commonly known as garbage, which have not been ground by household type garbage disposal units or suitable garbage grinders;
- (f) Having a pH of not lower than 6.0 or higher than 9.0 or having another corrosive property capable of causing damage or hazard to structures, equipment or personnel of the Treatment Plant or the Sewer System;
- (g) Containing total solids of such character or in such quantity that unusual attention or expense is required to handle such materials at the Treatment Plant or a suspended solids content of more than 300 milligrams per liter;
- (h) Containing septic tank effluent, unless otherwise permitted, authorized or approved by the Authority and the Department of Environmental Protection;
- (i) Being harmful or deleterious to any part of the Sewer System;
- (j) Being inhibitory or toxic to the treatment process at the Treatment Plant;
- (k) Containing any noxious or malodorous gas or substance, which, either singly or by interaction with other wastes, is capable of creating a public nuisance or hazard to life or preventing safe entry into the Sewer System for maintenance and repair;
- (l) Containing any ashes, cinders, sand, spent lime, stone or marble dust, mud, straw, shavings, metal, glass, animal guts or tissues, bones, hides or fleshing, feathers, entrails, rags, feathers, tar, plastic, wood, paunch manure, grass clippings, spent grains, spent hops, waste paper, strings, gas, asphalt residues, residues from refining or processing of fuel or lubricating oil, glass grinding or polishing, dental floss, wood or other fibers, whole blood, bentonite, lye, building materials, rubber, hair, leather, porcelain, china, ceramic wastes, personal hygiene products or any other solids or viscous substances capable of causing obstruction to the flow in the Sewer System or other interference with the proper operation of the Sewer System or the Treatment Plant;

- (m) Containing a toxic or poisonous substance in sufficient quantity to injure or to constitute a hazard to humans or animals or to create any hazard in the receiving stream of the Treatment Plant.
- (n) Having any waste containing toxic or poisonous substances in excess of the following limits, measured at the point of discharge to the Sewer System:

<b>SUBSTANCE</b>	<b>MAXIMUM CONCENTRATION (ppm)</b>
Arsenic	0.05
Cadmium (as Cd)	0.1
Chromium (trivalent)	1.0
Chromium (hexavalent)	0.05
Copper (as Cu)	0.5
Cyanides (free CN)	0.05
Lead	0.3
Mercury	0.002
Nickel (as Ni)	2.0
Phenolic Compounds	0.005
Silver	0.05
Zinc (as Zn)	1.0

- (o) Containing any radioactive substances and/or isotopes of such half-life or concentration that will result in Treatment Plant effluents exceeding limits in compliance with applicable state or federal regulations;
- (p) Containing color from any source that, when diluted 1:10, will have a luminescence of 90% or better and purity of 10% or less, at its dominant wave length by the Tristimulus method;
- (q) Having a chlorine demand in excess of 12 mg/l at a detention time of 20 minutes;
- (r) Being prohibited by any permit issued by the Commonwealth of Pennsylvania or by the EPA or any of their respective agencies;
- (s) Containing wastes which are not amenable to biological treatment or reduction in the Treatment Plant, including but not limited to non-biodegradable complex carbon compounds;

- (t) Being at a flow rate and/or pollutant discharge rate, which are taking on the proportions of a Slug so that there is a treatment process upset and subsequent loss of treatment efficiency at the Treatment Plant.
- (u) Any substance which may cause the Treatment Plant's effluent or any other produce of the Treatment Plant, such as residue, 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 Treatment Plant cause the Authority to be in non-compliance with sludge use or disposal 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 Commonwealth criteria applicable to the sludge management method being used;
- (v) Containing any substance that will cause interference or pass through at the Treatment Plant and exceed the maximum permitted levels for such substance under the requirements of the EPA, PADEP or other governmental agencies having jurisdiction;
- (w) Containing any substance prohibited by resolution, rule, regulation, or agreement of the Authority hereafter enacted or adopted from time to time;
- (x) Sludges, screenings or other residues from the pretreatment of industrial wastes;
- (y) Medical wastes, except as specifically authorized by the Authority in a wastewater discharge permit;
- (z) Wastewater causing, alone or in conjunction with other sources, the Treatment Plant's effluent to fail toxicity test;
- (aa) Detergents, surface-active agents or other substances which may cause excessive foaming in the Treatment Plant; or
- (bb) Fats, oil or greases of animal or vegetable origin in concentrations which will cause interference or pass through.

**SAMPLING AND TESTING:** Sanitary Sewage or Industrial Waste being discharged into the Sewer System shall be subject to periodic sampling, inspection, and testing.

The frequency of such sampling, inspection, and testing shall be as deemed appropriate by the Authority. The Owner of an Improved Property causing such discharge shall be liable for all sampling, inspection, and testing costs.

Laboratory methods used in the analysis of samples of Sanitary Sewage or Industrial Wastes shall be determined in accordance with the latest approved edition of "Standard Methods for Examination of Water and Wastewater", published by the American Public Health Association, Inc.; provided, however, that alternate methods for the analysis of samples may be used, subject to mutual agreement between the Authority and the Owner discharging such Sanitary Sewage or Industrial Wastes into the Sewer System.

**REGULATORY DEVICES:** The Authority has the right to require the Owner of any Improved Property having large variations in rates of discharge to install suitable regulating devices for equalizing waste flows to the Sewer System.

The average rate of discharge during any twenty four (24) hour period shall not be exceeded by more than 50% at any time during such twenty four (24) hour period.

**PRETREATMENT STANDARDS:** Upon the promulgation of the Federal Categorical Pretreatment Standards for a particular industrial subcategory, the Federal Standard, if more stringent than limitations imposed by the Authority for sources in that subcategory, shall immediately supersede the limitations imposed by the Authority. The Authority shall notify all affected Owners of the applicable reporting requirements under 40 CFR, Section 403.12.

**DILUTION:** No Person shall ever increase the use of process water or, in anyway, attempt to dilute a discharge as a partial or complete substitution for adequate treatment to achieve compliance with the limitations contained in the Federal Categorical Pretreatment Standards, or in any other pollutant-specific limitation developed by the Authority, EPA or Commonwealth.

**INSPECTION OF DISCHARGES AUTHORIZED BY PERMIT:** Whenever a Owner is authorized by the Authority and the appropriate governmental agencies to discharge any polluted water, Sanitary Sewage or Industrial Waste containing any of the substances or possessing any of the characteristics referred to within the "Prohibited Discharge", such discharge shall be subject to the continuing approval, inspection and review of the Authority.

If in the opinion of the Authority, such discharges are causing or are likely to cause damage to the Sewer System, the Authority shall order the Owner causing such discharge to cease doing so forthwith, or to take other appropriate action, as may be required by the Authority, to eliminate the harmful discharge. The Owner causing such discharge shall be liable for any inspection and engineering costs accrued by the Authority.

**SEWER INTERCEPTORS AND SEPARATORS:** Harmful discharges to the Sewer System are prohibited. Interceptors and separators shall be provided, installed, and maintained by the Owner of an Improved Property, at their expense, wherever in the sole judgment of the Authority they are deemed necessary for the proper handling of liquid wastes containing excessive grease, inflammable wastes, sand, or other harmful substances. All interceptors and separators shall be of a type and capacity that shall be determined by the Owner using sound engineering practices and shall be approved by the Authority and constructed and installed at a satisfactory location in accordance with plans approved by the Authority prior to installation or commencement of construction.

**GREASE INTERCEPTORS:** A grease interceptor shall be required to receive the grease laden drainage from plumbing fixtures and equipment located in the food preparation areas of commercial and industrial establishments. This includes, but is not limited to, restaurants, bars, schools and food processing facilities. No Sanitary Sewage shall be discharged into the grease interceptor. All interceptors and separators shall be of a type and capacity that shall be determined by the Owner using sound engineering practices and shall be approved by the Authority and constructed and installed at a satisfactory location in accordance with plans approved by the Authority prior to installation or commencement of construction.

**OIL INTERCEPTORS:** An oil interceptor shall be required to receive drainage from work areas of commercial and industrial establishments where the possibility exist that petroleum product could become mixed with wastewater. This includes, but is not limited to, garages and gasoline stations. All interceptors and separators shall be of a type and capacity that shall be determined by the Owner using sound engineering practices and shall be approved by the Authority and constructed and installed at a satisfactory location in accordance with plans approved by the Authority prior to installation or commencement of construction.

**SPECIAL PURPOSE INTERCEPTORS:** Interceptors shall be required at commercial and industrial establishments where the nature of their operation is such that a substance detrimental to the Sewer System could enter the wastewater stream. All interceptors and separators shall



be of a type and capacity that shall be determined by the Owner using sound engineering practices and shall be approved by the Authority and constructed and installed at a satisfactory location in accordance with plans approved by the Authority prior to installation or commencement of construction.

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

**INSPECTION AND RECORDS:** Authority shall make periodic inspections of these facilities and review associated records to assure proper installation, maintenance, and disposal procedures are being practiced. Written records, maintained by the Owner or facility management, shall be required for a period of three (3) years to document required maintenance and lawful disposal of all accumulated material. The Authority shall also require the annual submission of this documentation.

If the Authority determines that pumping and/or maintenance is necessary, the required work must be completed by the Owner within 72 hours of written notification.

**SPECIAL AGREEMENT:** Nothing contained herein shall be construed as prohibiting any special agreement or arrangement between the Authority and the Owner of an Improved Property or other Person whereby Sanitary Sewage or Industrial Wastes of unusual strength or character to be admitted into the Sewer System, either before or after preliminary treatment. However, any such agreement or arrangement must be documented in written permission from the Authority.

## **SECTION III**

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

**GENERAL:** Any Owner desiring to make or to use a connection through which Industrial Wastes shall be discharged into the Sewer System shall file with the Authority a completed "Industrial Wastes Questionnaire," furnished by the Authority, which shall supply to the Authority pertinent data, including estimated quantities of proposed flow, characteristics and constituents of the proposed discharge.

**CHANGE IN TYPE OF WASTES:** Any Industrial Establishment or Owner of an Improved Property who is discharging or permitting to be discharged Industrial Wastes into the Sewer System and who contemplates a change in the method of operation which will alter the composition of Industrial Wastes at the time being discharged into the Sewer System shall notify the Authority, in writing at least thirty (30) days prior to consummation of such change so that the Authority may sample the Industrial Wastes immediately after such change takes place in order to make the determinations provided for or required herein.

#### **SAMPLING FLOW, MEASUREMENT, TESTING AND INSPECTION:**

When required by the Authority, the Owner of any Improved Property serviced by a Building Sewer carrying Industrial Wastes shall provide and install, at their expense, a suitable control manhole, together with such necessary meter, or meters, and other appurtenances in the Building Sewer, to facilitate observation, sampling and measurement of the waste flow.

All measurements, tests and analysis of the characteristics of waters and wastes to which reference is made herein shall be determined in accordance with the latest approved edition of "Standard Methods for Examination of Water and Wastewater", published by the American Public Health Association, Inc., and shall be determined by or under the direct supervision of a "qualified analysis" at the control manhole provided, or upon suitable samples taken at such control manhole. In the event that no control manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the Building Sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the Sewer System and to determine the existence of hazards to life, limb and property. The particular analysis involved will determine whether a twenty four (24)-hour composite of all outfalls of Premises is appropriate or whether a grab sample or samples must be taken.

The Authority reserves the right, based upon the pertinent data supplied to reasonably refuse to permit the introduction of specified Industrial Wastes into the Sewer System, to order as a condition precedent to connection that pretreatment facilities be constructed as hereinafter provided, or if it reasonably believes that the Industrial Wastes cannot be adequately pretreated, to deny the right to connect to the Sewer System.

The Authority specifically reserves the right, from time to time, to impose surcharges for Industrial Wastes discharged into the Sewer System, either by agreement with the Owner of the Improved Property or by amendment and/or supplement to these Rules and Regulations which shall establish appropriate surcharge rates and charges.

#### **SIGNIFICANT INDUSTRIAL USER REPORTS:**

Ten (10) days prior to the first day of January, April, July and October of each year, each Significant Industrial User shall file with the Authority a report on the quantity and quality of their discharge.

**PRETREATMENT FACILITIES:** Whenever a Owner requests permission from the Authority to discharge any Sanitary Sewage or Industrial Waste containing any of the substances or possessing any of the characteristics referred to in the “Prohibited Discharge”, the Authority may, in its sole discretion, require as a condition to its granting approval for such discharge, that said Owner provide, at their own expense, pretreatment of such waters or wastes to reduce or eliminate objectionable substances or characteristics prior to discharge into the Sewer System, or to control the quantities or rates of discharge of such waters or wastes.

Whenever an Owner is required by the Authority to provide pretreatment facilities, no construction of such facilities shall be commenced until: (1) construction drawings, specifications and other pertinent information relating to the proposed facilities are submitted by said Owner to the Authority’s Engineer; and (2) the Authority’s Engineer gives written approval for the construction of the proposed facilities.

Whenever pretreatment facilities are approved by the Authority, and are placed in operation, said facilities shall be continuously maintained in satisfactory and effective operation by the Owner who installed them, at their own expense. The Authority or its designated agent shall have the right to inspect said facilities at any reasonable time to insure such are being properly maintained and operated in accordance with the Rules and Regulations of the Authority.

## SECTION IV

### APPLICATION FOR SEWER SERVICE

**GENERAL:** No Person shall uncover, connect with, make any opening into or use, alter or disturb in any manner any part of the Sewer System without first making application for and obtaining a permit, in writing, from the Authority. Application to the Authority for a Sewer Permit required hereunder shall be made by the Owner of the Improved Property to be served, in such form as may be prescribed from time to time by the Authority. The application shall be accompanied by such tapping and/or connection fee as may be required by the Authority from time to time.

**APPLICATION:** Copies of the Sewer Connection Application shall be made available at the Authority Building. The application is subject to change at the discretion of the Authority. Therefore, applicant shall ensure that they have the latest revision of the application. The application is to be submitted to the Authority by the Owner requiring or desiring connection to the Sewer System.

**APPROVAL OF APPLICATION:** The application and its acceptance by the Authority shall constitute, from the date of acceptance by the Authority, a contract obligating the Owner to pay rates and charges as established by the Authority from time to time and to comply with the Rules and Regulations which shall be established from time to time.

**TRANSFERS AND TERMINATION:** Each sewer connection permit validly issued shall, upon conveyance of title to the real estate for which the connection was permitted, pass automatically to the record title owner of such property. Bills for sewer rental shall continue to the title owner of record with the Authority, until such time as the Authority shall receive written notice of the transfer and the name and address of the new record title owner. No sewer connection permit may be transferred to another person other than a new record title owner of the property for which such permit was issued. The holder of any valid sewer permit for a vacant lot, a structure that is unoccupiable, or a separate use no longer separate, may terminate such permit by written notice to the Authority. Upon receipt of such notice, the sewer connection represented by such permit shall revert to, and become the sole property of the Authority, free and clear of any claim or interest of the former holder. No termination of a permit servicing an occupied or occupiable structure shall be permitted until proof satisfactory to the Authority is supplied that the premises has been vacated and that steps have been taken, satisfactory to the Authority, to render it unoccupiable, or in the case of multiple uses in the same structure, that the separateness of the use has been permanently eliminated. Any holder of a validly issued sewer connection permit for a vacant lot or for a vacant lot from which a structure was demolished, a structure that is unoccupiable, or a separate use that is no longer separate, may request that such permit be placed in escrow for a period of up to two years. If accepted by the Authority for escrow, the sewer rent during such period shall be reduced to 50% of the original rent provided that the building sewer is physically capped with concrete or other Authority approved methods. The holder may at any time during that two-year period return the permit to active status, whereupon the sewer rent shall immediately revert to the full amount. If the holder does not withdraw the permit from escrow by the second anniversary of placement in it, the permit shall automatically revert to the Authority, which shall have the right to deal with such permit free and clear of any claim or interest of the holder. No permit may be placed in escrow more than one time. This procedure shall only be available for previously issued permits; no newly issued permit may be placed directly into escrow.

Billing for sewer rental shall continue, once commenced, until the permit for which the billing is issued shall be terminated as aforesaid.

## SECTION V

### BUILDING SEWERS AND CONNECTIONS

**GENERAL:** No connection shall be made to the Sewer System unless the manner in which the connection is made and the materials and workmanship employed in effecting such connection shall comply with the requirements of the Authority's Standard Construction Specifications. It shall also be necessary for all connections to comply with any special requirements imposed by these Rules and Regulations.

**SEPARATE CONNECTIONS:** Each Improved Property shall be connected separately and independently to the Sewer System through a Building Sewer. Grouping of more than one Improved Property on one (1) Building Sewer shall not be permitted except under special circumstances and for good sanitary reasons or other good cause shown and then only after special permission by the Authority, in writing, shall have been secured, and subject to such rules, regulations, and conditions as may be prescribed by the Authority. The installation of such separate Building Sewers and Laterals shall be made at the expense of the property Owners.

**CONNECTION NOTICE:** No Person shall make or cause to be made a connection of any Improved Property or Premises to the Sewer System until such Person shall have given the Authority at least seventy two (72) hours notice of the time when such connection will be made so that the Authority may inspect the work, connection and perform necessary testing.

No connection shall be made to the Sewer System or the pipe trench covered or trench backfilled unless and until the Building Sewer installation has been inspected and approved, in writing, by the Authority's representative and all permits, approvals, and inspection forms, if any are required, have been received and provided to the Authority. If any part of the Building Sewer is covered before being inspected, tested, and approved, it shall be uncovered for inspection at the cost and expense of the Owner of the Improved Property.

It is the intention of the Rules and Regulations that the entire connection be inspected at one time; however, if the Owner feels that special conditions warrant more than one inspection, the Owner may request the same, subject to such additional inspection fees as the Authority shall determine.

**PUBLIC RIGHT-OF-WAY:** If work contemplated requires excavation within public right-of-way, including but not limited to public streets and sidewalks, such Person shall have furnished satisfactory evidence to the appropriate representative of the Authority that a permit for the excavation within the public right-of-way has been obtained from the Municipality.

**MAINTENANCE BY PROPERTY OWNER:** Every Building Sewer shall be maintained at all times in a sanitary and safe operating condition by the Owner of an Improved Property. Owner shall comply with all maintenance and discharge rules imposed by the Authority, including those which may be set forth, in writing, separately from these rules from time to time. It shall be Owner's responsibility to ensure that occupants of the Premises or tenants, if any, comply with all maintenance and discharge rules imposed by the Authority. Further, in the event the Authority determines that the Owner or Customer was responsible for causing blockage or damage in an area which would ordinarily be the responsibility of the Authority, by placing inappropriate material into the Building Sewer, as determined by the Authority, the Owner shall be responsible to reimburse the Authority for all costs incurred, including labor and material, to correct the blockage or repair the damage including administrative costs incurred by the authority.

**REPLACEMENT OF BUILDING SEWER:** In the event it becomes necessary to replace a Building Sewer, the Owner shall notify the Authority and such a replacement shall be subject to the specifications and inspection provisions of these Rules and Regulations. The Owner shall be responsible for all costs of replacement of the Building Sewer.

**LIABILITY FOR IMPROPER DISCHARGE:** Any Person who discharges or permits to be discharged any material to the Sewer System except through approved connections will be subject to such charges as the Authority may establish and shall hold harmless and indemnify the Authority from any costs and charges imposed by an governmental agency with jurisdiction, in addition to being subject to any penal provisions imposed by the Authority, PADEP or the EPA.

In addition, such Person shall also indemnify the Authority and hold it harmless from any action or cause of action, in writing, shall have been secured, and subject to such rules, regulations, and conditions as may be prescribed by the Authority.

**PAYMENT OF COST:** All costs and expenses for the construction, connection, and maintenance of a Building Sewer shall be borne by the Owner of an Improved Property; and such Owner shall indemnify and save harmless the Authority from all loss or damage which may be occasioned, directly or indirectly, as a result of construction, connection, and maintenance of a Building Sewer, as well as from an action, cause of action, claim or judgment, including any costs and reasonable attorney fees incurred in defending such action, cause of action, claim or judgment, as a result of construction, connection, and maintenance of a Building Sewer.

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

**SPECIAL REQUIREMENTS:** Whenever, in the opinion of the Authority, special conditions require additional safeguards or more stringent specifications to be observed, then 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.

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

## SECTION VI

### SEWER MAIN EXTENSIONS

**GENERAL:** Where an Owner desires to extend Sewer Service to an Improved Property or properties, they may do so after having met all of the conditions of these Rules and Regulations. All extensions so constructed shall include, without limitation, all Sewer Mains, Building Sewers, pumping stations, Sewer force mains, connections, and other necessary appurtenances.

A Sewer Main Extension shall be required by the Authority in any or all of the following circumstances:

1. For the furnishing of Sewer Service to an individual Premise whose front property line does not abut a Sewer Main installed in a public right-of-way and owned by the Authority.
2. For the furnishing of Sewer Service to a group of individual Premises whose front property line does not abut a Sewer Main installed in a public right-of-way and owned by the Authority.
3. For the furnishing of Sewer Service to a group of Premises located within the limits of a recorded plan of lots where the Developer of the plan is desirous of obtaining such service for the lots.
4. Such other similar circumstances.

**PAYMENT OF COST:** The entire cost of the requested sewer Main extensions shall be borne by the Owner requesting or requiring the extension. The Authority shall be subject to no cost.

The Owner shall deposit with the Authority, prior to the execution of any work, a sum of money sufficient to pay all of the Authority's estimated costs associated with the proposed extension, including but not limited to engineering, legal, inspection, testing, observation, and administrative costs, as determined by the Authority in its reasonable discretion, the deposit to be made upon the execution of an agreement between the Authority and the Owner. The amount of deposit shall be determined by the Authority from time to time, and a minimum balance must be maintained in the escrow account. If the balance of the account falls below the minimum established by the Authority, the Authority may demand additional deposits from time to time at its sole discretion.

1. The Owner shall provide construction security (form of security to be determined by the Authority) in the full amount to cover the total estimated cost of Sewer Main Extension construction, including contingences. The Authority reserves the right to use the construction security to complete the installation of the Sewer Main Extension in the event of default by the Owner, or their Contractor. The construction security shall be delivered to the Authority prior to the execution of the Sewer Main Extension Agreement.
2. If it is the intent for the Authority to undertake the installation of the Sewer Main Extension, the Owner shall deposit with the Authority, prior to the execution of any work, a sum of money sufficient to pay the estimated costs of the Sewer Main Extension, as determined in accordance with the procedures set forth herein. The deposit to be made upon the execution of the Sewer Main Extension Agreement between the Authority and the Owner.

**AGREEMENT:** The Owner shall enter into a written agreement with the Authority, prior to the execution of any work, in a form satisfactory to the Authority. The agreement to contain such pertinent conditions which include, but are not limited to, the following:

1. The Streets in which the extension is to be located must be dedicated to public use, the lines and grades thereof established and the rough grading completed. Where a line is located in a private right-of-way, an Easement shall be dedicated to the Authority for its use and benefit, in a form acceptable to the Authority.
2. The Ownership title to all installations shall be conveyed to and vested in the Authority, when approved by the Authority.
3. The Owner and its Contractor, where applicable, shall be required to provide the Authority with performance and payment bonds in the full amount of the work construction cost in accordance with applicable laws and the agreement required to be entered into between Owner and Authority.
4. The Owner's Contractor shall provide the Authority with certificates of insurance in the amounts specified by the Authority, with the Authority and the Authority's Engineer names as additionally insured on liability policies.
5. The Owner shall be responsible for maintenance of any sewer Main facilities for a period of Eighteen (18) months following acceptance and dedication of such improvements by the Authority. The Owner shall be responsible for maintaining cash security, on deposit with the Authority or under a letter of credit acceptable in form and substance to the Authority of an amount equal to Fifteen (15%) percent of the construction costs as security for Owner's maintenance responsibilities for such Eighteen (18) month period.
6. The Authority shall have the right to make further extensions beyond or laterally from the extensions, such extensions not to be considered as connections subject to any refund.
7. The payment of refunds to the Owner for additional new Customers connecting by way of a Lateral to the extension to be subject to such conditions as set forth in the agreement, and to limiting number of years, not to exceed 10 years, for the payment of refunds. No refunds are to be made unless the collection part of the tapping fee is received from the new Customers for the privilege of obtaining direct Service from the extension, through a service line connection or sewer lateral. There is no refund for new Customers connecting to subsequent extensions of the initial extension.
8. The Sewer Main Extension agreement, together with all its terms and conditions, shall be binding upon an insure to the benefit of the respective successors or assigns or personal representatives of the parties thereto, as the case may be, but the agreement, other than the right to receive such payments as may be due there under, may not be assigned by the Owner without the prior written consent of the Authority.
9. Such other related requirements.

**DESIGN:** It is the policy of the Authority that the use of conventional gravity sewage collection facilities, wherever technically practical, is required. Grinder pump units and other alternative sewer systems shall only be allowed for Premises that cannot be feasibly served by conventional gravity sewage collection facilities. Final determination on whether the Premises cannot be served by conventional gravity sewage collection facilities will be made by the Authority and whether an alternative sewer system will be acceptable.

Sewer Main extensions shall be designed by the Owner subject to Authority approval, and shall comply with the following conditions:



1. The Owner must secure the services of a Registered Professional Engineer and a Registered Professional Surveyor to prepare the necessary plans and specifications, which shall be subject to approval by the Authority. Any revisions in the design considered necessary in the opinion of the Authority's Engineer shall be made at the expense of the Owner. Such plans so prepared shall be signed and sealed by the Registered Professional Engineer and Registered Professional Surveyor.
2. The plans shall include the proposed location of the extensions, the layout of the streets and roads, the layout of existing and proposed plans of lots, existing utilities, and other pertinent data, such plans to be in sufficient detail, including but not limited to plan and profile views, to permit the Authority to review and approve the plans.
3. All extensions shall be located in dedicated streets or within right-of-way dedicated for public use. Where required sewer line easements have not been recorded, the Authority shall be provided with a written easement suitable for recording. The easement shall be a minimum width of 20 feet and to the extent possible the easement shall be uniform in shape, and parallel to property lines with the sewer line placed in the middle area of the right-of-way. The entire post-construction easement shall be accessible for maintenance. The easement document shall be accompanied by individual legal descriptions and plots for each lot on which the easement is located, as well as an overall easement location plan for the entire project. Such descriptions and plots shall be in a form acceptable to the Authority.
4. All extensions shall be designed in such a manner as will permit future extensions thereof with the dedication of the easement, whenever applicable, providing for future extensions.

**PUBLIC RIGHT-OF-WAY:** If work contemplated requires excavation within a public right-of-way, including but not limited to public streets and sidewalks, such Person shall have furnished satisfactory evidence to the appropriate representative of the Authority that a permit for the excavation within public right-of-way has been obtained from the Municipality.

**CONSTRUCTION:** No construction of any sewer Main intended to be connected to the Authority Sewer System shall be undertaken until such plans and specifications are approved by the Authority and all necessary permits are secured.

All construction shall be done in accordance with the Standard Construction Specifications and approved plans and specifications and in accordance with applicable federal, state, and local statutes, ordinances, and regulations. All construction is subject to inspection, testing, observation, and approval by the Authority and its designated representatives.

The construction shall be observed on a full-time basis by the Authority's representative and the Owner is to be responsible for the payment of all observation costs.

**DEDICATION:** All extensions shall be connected to Sewer System owned by the Authority, and shall be dedicated to and become the properties of the Authority after inspection and acceptance by the Authority. The Authority will accept dedication of the Sewer Main Extension provided that:

1. The Owner has entered into an agreement with the Authority that is suitable to the Authority's solicitor.
2. The Owner has provided a bill of sale for all appurtenances being dedicated to the Authority;
3. The Sewer system has been properly installed and is in good repair.

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

**LIABILITY:** The Authority accepts no responsibility or liability and shall be under no obligation to maintain, repair or replace any sewer facilities installed by the Owner, prior to the acceptance and dedication of said facilities.

1. Until conveyed to another person, the Owner and their assigns will be responsible for payment of all charges for Sewer Service to each Improved Property.

**LIMIT OF SEWER MAIN EXTENSION:** The extension of a Sewer Main shall include the entire quantity of pipe line and appurtenant facilities required to conduct the discharge of wastewater from the entire frontage of the last property for which the Owner has requested sewer service to the end of the existing Authority Sewer System.

**SIZE OF MAINS:**

1. The Authority shall determine whether a Sewer Main Extension is required in order to extend Sewer Service. In no case shall the Sewer Main be less than 8-inches, except to dead ends where it may be 6-inches at the sole discretion of the Authority.
2. If the Authority increases the size of a Sewer Main Extension beyond that normally required to provide local service, as determined by the Authority, the Authority may bear the increased cost based on cost data furnished by the Applicant and approved by the Authority.

**SEWER MAIN EXTENSION ALIGNMENT:**

1. The layout and alignment of all Sewer Main Extensions and appurtenances shall be reviewed and approved by the Authority, or its Engineer.

**PRECEDENTS:** The granting of a particular application or an exception to these Rules and Regulations shall not operate as a precedent in any other case. The Authority may through special action grant an exception or exceptions to any rule, regulation or charge.

## SECTION VII SEWER USE CHARGES AND FEES

**GENERAL:** This Authority hereby does impose fees against Owners who desire to or are required to connect to the Sewer System. The fees shall be based on the duly adopted rate schedule which is in effect at the time of payment and shall be made payable at the time set by the Authority or at a time to which the Property Owner and Authority agree.

The Owner, in all instances, rather than tenant(s), shall be liable for the payment of all Sewer charges and fees for services provided by the Authority, and all costs and fees incurred in the collection thereof. All accounts shall be in the name of the Owner only. No officer or employee of the Authority is authorized to reduce, vary or exempt charges imposed herein or other provisions without official action by the Authority.

**OWNER SUPPLIED INFORMATION:** The Owner of any Improved Property discharging Sanitary Sewage and/or Industrial Wastes into the Sewer System shall furnish to the Authority, including by way of the application for permit, all information deemed essential or appropriate by the Authority for the determination of all applicable User Charges and surcharges. The costs of obtaining such information shall be borne by such Owner of the Improved Property.

In the event of the failure of the Owner to provide adequate information, the Authority shall estimate the applicable User Charges and surcharges based upon available information, until such time as adequate information is received. There shall be no rebate of past payments if the Owner's refusal to provide such information results in overpayment.

**CALCULATION OF FEES:** All such fees payable by the Owner shall be calculated by multiplying the amounts of the various fees times the number of Equivalent Dwelling Units (EDUs) assigned for the property's use. The Authority, in its sole discretion, shall determine the appropriate number of Equivalent Dwelling Units to be assigned to a particular property, taking into consideration data supplied by the Owner, all Department of Environmental Protection Regulations, Industry reference publications and their own experience.

**MULTIPLE USE PROPERTY:** Each EDU located in a Multiple Use Property shall be billed under one account.

**TAPPING FEES:** A Tapping Fee is hereby imposed upon the Owner of any Improved Property to be served by the Sewer System, which actually connects or is required to be connected pursuant to the Connection Ordinance then in effect requiring such connection.

The fees charged by the Authority include charges for connection to the Sewer System including Connection Fees, Consumer Facilities Fees and Tapping Fees and such other fees as may be authorized by Act 57 of 2003, as amended, or such other Act of the Commonwealth of Pennsylvania or its agencies and adopted by the Authority.

**CALCULATION OF TAPPING FEES:** Calculation and itemization of the maximum allowable Tapping Fee is attached hereto in Appendix C and made a part hereof.

The actual Tapping Fee payable by the Owner of an Improved Property shall be the product of the number of EDUs, constituting such Improved Property, times the adopted Tapping Fee, as noted within the Rate Schedule of the Authority then in effect.

In the event an Improved Property, or use thereof (including number of occupants), changes in a manner that causes the number of EDUs applicable to such Improved Property calculated hereunder to increase, an additional Tapping Fee based on such additional EDUs shall be immediately due and payable.

The Authority reserves the right to update the Tapping Fee Report and adopt a revised Tapping Fee as may be authorized by Act 57 of 2003, as amended, or such other Act of the Commonwealth of Pennsylvania or its agencies and adopted by the Authority.

**USER CHARGES:** A User Charge is hereby imposed upon the Owner of any Improved Property which is or shall be connected to the Sewer System, for use of the Sewer System, whether such use is direct or indirect, and for services rendered by the Authority in connection therewith, and shall be payable as provided herein.

At the discretion of the Authority, such User Charges may be imposed upon the Owner of an Improved Property who fails or refuses improperly to connect such Improved Property to the Sewer System, as compensation for the availability of service by the Authority in connection with the Sewer System.

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

- a. **Flat Rate Basis:** Each Property billed on a flat rate basis shall be charged based on the number of Billing Units represented by the Property using a specific charge per EDU applicable to such Property, which specific amount shall be determined, from time to time, by the Authority.

If the use or classification of any Improved Property changes during a billing period, the User Charge shall be prorated by the Authority. The appropriate credit or charge shall appear on the statement for the next succeeding billing period. The annual Flat Rate User Charge payable per Billing Unit shall be determined by Resolution of the Authority from time to time and reflected in the Rate Schedule.

The Authority reserves the right, from time to time, to establish additional flat rate classifications and to establish monthly rates therefore; and the Authority further reserves the right, from time to time, to alter, modify, revise and/or amend flat rate classifications and the quarter annum.

The number of EDUs applicable to Commercial and Industrial Establishments shall be computed on the basis of the average daily number of full and part-time employees (including the owner(s) or employee(s) for the calendar month following the date of the monthly billing). The Owners of such facilities shall be responsible for advising the Authority in writing of the number of employees upon connection to the Sewer System, a change in the number of employees, and upon request of the Authority.

The number of EDUs applicable to Educational and Institutional Establishments shall be computed on the highest monthly average daily attendance of occupants, pupils, faculty, administrators and staff for the twelve (12) months preceding the date of the billing. The Owners of such facilities shall be responsible for advising the Authority in writing of the number of pupils, faculty, administrators and staff in attendance as an average daily figure upon connection to the Sewer System, a change in the number of occupants, pupils, faculty, administrators and staff, and upon request of the Authority.

If the use or classification of any Improved Property changes, the Owner of the Improved Property shall be responsible for advising the Authority in writing of any such change affecting the User Charge payable. The appropriate credit or additional charge shall appear on the statement for the next succeeding billing period.

- b. **Metered Rate Basis:** User Charges for any Property, in the discretion of the Authority, may be determined on a Metered Rate Basis calculated according to:
- Metered volume of potable water usage by the non-residential Improved Property, adjusted, if appropriate, by the Authority, or
  - Actual metered volume of wastewater discharged by the non-residential Improved Property into the Sewer System.

In either of the foregoing cases, such User Charges on a metered basis shall be computed on a case by case basis. In no case shall the Authority utilize a meter based User Charge for any User which is not consistent with current metered rate agreements.

The meters or other measuring devices which shall be required or permitted for use in determining volume of discharge or water consumed shall be furnished and installed by the Owner of the Improved Property at their expense, shall be under the control of the Authority and may be tested, inspected, or repaired by the Authority whenever they deem necessary. The Owner of the Improved Property upon which such meter or other measuring device shall be installed shall be responsible for its maintenance and safekeeping and all repairs thereto shall be made at the expense of the Owner, whether such repairs shall be necessary by ordinary wear and tear or other causes. Bills for such repair, if made by the Authority, shall be due and payable immediately upon completion of such repairs and shall be collected in the same manner as quarterly bills for sewer rentals or charges.

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

**SURCHARGES:** Surcharges shall be paid in addition to all User Charges computed in accordance with the Rules and Regulations, as amended, and shall be computed on such basis, and payable at such times, as the Authority may from time to time adopt, including provisions of any agreements to which this Authority is a party governing the treatment of Domestic Sanitary Sewage or Industrial Wastes.

Surcharges will be calculated independently on a case-by-case basis on the duration and degree of severity of the discharge, the actual cost to remedy and/or treat the discharge and shall be assessed separately.

**CALCULATION OF SURCHARGES:** In the event that the Authority shall consent, in writing, under separate agreement to accept Domestic Sanitary Sewage and/or Industrial Wastes for discharge into the Sewer System from any establishment having concentrations higher than that described in the prohibited waste, the Authority shall at its discretion impose additional charges for such waste.

The strength of Domestic Sanitary Sewage and/or Industrial Wastes to be used for establishing the amount of surcharge shall be determined at intervals at the discretion of the Authority or as may be required by a particular establishment. The collection and analysis of waste samples for determination shall be made or under the direct supervision of a registered professional engineer approved by the Authority.

For establishing waste strengths for surcharge purposes, sampling and analysis shall be made in accordance with the latest approved edition of "Standard Methods for Examination of Water and Wastewater", published by the American Public Health Association, Inc. All costs for waste sampling and collection shall be paid by the Owner of Improved Property, which entered into

separate agreement with Authority to accept such Domestic Sanitary Sewage and/or Industrial Wastes.

The Owner of any Improved Property which shall discharge Domestic Sanitary Sewage and/or Industrial Wastes to the Sewer System in concentrations greater than typical Domestic Sanitary Sewage including but not limited to having a BOD content greater than 250 mg/l, a Suspended Solids content greater than 250 mg/l, a Total Phosphorus as P content greater than 8mg/l, or a Total Nitrogen as N content greater than 40 mg/l shall, in the discretion of the Authority, pay a strength of waste surcharge, in addition to applicable User Charges, according to the following formulas:

**Surcharge Calculation = (mg/l over Normal Concentration) x (Million Gallons Water Usage for Month) x (8.34 Pounds per Gallon of Water) x (Fee per Pound)**

**SPECIAL AGREEMENT:** Nothing contained herein shall be construed as prohibiting any special agreement or arrangement between the Authority and the Owner of an Improved Property with respect to terms and conditions upon which Sanitary Sewage and/or Industrial Wastes may be discharged into the Sewer System and with respect to payments to be made to the Authority in connection therewith. In such event, such service and payments with respect thereto shall be governed by terms and conditions of such special agreement. This section shall also apply to any wastes which are hauled to the authority by motor vehicle and are discharged directly to the treatment plant.

**SECTION VIII**  
**BILLS, PAYMENT AND TERMINATION OF SERVICE**

**GENERAL:** All bills for services furnished by the Authority will be based on the rate schedule of the Authority then in effect.

Each Owner of an Improved Property, which is connected to the Sewer System, initially shall provide the Authority with and thereafter shall keep the Authority advised of their correct address. Failure of any Person to receive any bill for User Fees shall not be considered an excuse for nonpayment or an abatement of penalties, nor shall such failure result in an extension of the period of time during which the net bill shall be payable.

Every Owner of Improved Property shall remain liable for the payment of all bills, including but not limited to User Charges and surcharges, until the later of:

1. The receipt by the Authority of written notice by such Owner that the property has been sold, containing the correct name and mailing address of the new Owner, or
2. The date on which title to the Improved Property is transferred to a new Owner. Failure to provide notice renders an Owner continuously liable for any charges that may accrue until such time as the Authority has been properly notified of any change in Ownership.

**BILLS RENDERED AND DUE:**

1. At the option of the Authority, all bills will be rendered monthly for service during the previous month.
2. All payments on account must be received by the Authority or the Authority's collection agent: The Wayne Bank, 228 Belmont Street, Waymart, PA 18472 on or before the due date printed on the bill. Invoices can be paid with cash or check at The Wayne Bank. Credit cards are accepted at the WAA office or via telephone, Monday – Friday, 8:00 a.m. – 3:00 p.m. However, there is a \$3.00 fee for credit card transactions. WAA also offers ACH Debit options for checking or savings accounts. ACH payments are deducted on the 20<sup>th</sup> of each month. To sign up for the ACH payment option contact the WAA office at 570-488-5350 or go to [www.waymartauth.org](http://www.waymartauth.org). A \$25.00 fee will be charged to any account that has insufficient funds when paying by ACH or check.
3. For special or estimated charges, bills will be rendered upon application, before service is granted.
4. Charges for connections, temporary uses, and special service shall be payable on demand.
5. The Authority reserves the right to take any legal action it deems necessary, including imposing a lien on the property, in order to recover amounts due and payable.

Owners of an Improved Property that shall first connected to the Sewer System during any monthly period shall pay a pro-rata User Charge for service for the balance of the billing period and shall be billed in conjunction with the next regular billing period or by a special billing, as the Authority may determine.

**DELINQUENT ACCOUNT PROCEDURES:** If any User Charge or applicable surcharge is not paid within thirty (30) calendar days after the applicable billing date, a penalty charge of 10% per month shall be charged. Interest on past due amounts of 0.834% will be charged.

Any and all payments received on delinquent accounts shall be applied first to any penalty and interest and then to the oldest outstanding gross bill.

**NON-PAYMENT:** Payment of any User Charge or applicable surcharge not paid within a timely manner, as determined by the Authority, may be referred to an attorney for collection of delinquent accounts. Attorney fees shall be paid in accordance with Title 53 P.S. Section 7106.

The Authority reserves to itself the following remedies in the event of non-payment, which it may exercise separately or in any combination, in its sole discretion:

1. If any Owner shall fail to pay any assessment due pursuant to these Rules and Regulations within thirty (30) calendar days of mailing of a bill or invoice, the Authority, to the extent authorized by law, may file a municipal lien with respect to such connection to the Sewer System or related construction.
2. After any bill or assessment remains unpaid sixty (60) calendar days after mailing, and after an additional thirty (30) days after mailing a warning notice to the Owner and posting a copy of it on the main entrance of the property, the water service to the property, if applicable, shall be shut off.
3. Exercise any other legal remedy to collect past due amounts by appropriate action and/or to pursue equitable relief to prohibit further introduction of sewage or any other objectionable material into the sewer system by the Owner.

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

**TAPPING FEE:** The Tapping Fee shall be due and payable the earlier of:

6. The time application is made by an Owner of an Improved Property to make connection to the Sewer System or if applicable the date when the Authority shall connect any such Improved Property to the Sewer System, at the costs and expense of the Owner, when such Owner shall have failed to make such connection as required by the Connection Ordinance in effect requiring such connection.
7. In the case of Improved Properties required to be connected following initial construction of the Sewer System, the date which is sixty (60) days after the date of issuance by the Authority of a written notice to connect.
8. Owners of an Improved Property which is attributed an additional number of EDUs as defined by the Authority rate structure herein shall pay a corresponding additional Tapping Fee at the time of being attributed with the new EDU computation.

All Tapping Fees shall be payable to the officer or employee of the Authority as shall be authorized, from time to time, by the Authority to accept payment thereof.

No Tapping Fees shall be reimbursed by the Authority for subsequent reductions in the number of EDUs constituting a particular Improved Property.

**USER CHARGES AND APPLICABLE SURCHARGES:**

User Charges shall be due and payable the earlier of:

1. Thirty (30) days from the date of actual, physical connection of an Improved Property to the Sewer System.



2. Sixty (60) days from the date of issuance of the notice to connect described in a Connection Ordinance or such other date established by the Authority for commencement of the payment of the User Charge.
3. Two (2) years from the date of issuance of a sewer connection permit at which time the property owner will be billed for the number of EDU's assigned to the permit; or the property owner may choose to terminate the permit at which time the permit will become the sole property of the Authority, free and clear of any claim or interest of the former holder. If the owner fails to pay the monthly sewer rental fee for a period of three (3) months, the Authority may revoke the sewer connection permit. In the event a sewer connection permit expires without renewal, any and all fees previously paid by the applicant shall be forfeited, and a new sewer permit must be issued prior to completion of any connections. If Pennsylvania's Department of Environmental Protection approval is necessary, than a new sewer connection permit shall be valid for a three (3) year period.

**BILLS OF DOUBTFUL ACCURACY:** Any Customer who doubts the accuracy of a bill shall bring or mail the bill, within ten (10) days of receipt, to the Authority office. The Authority will check the bill and either confirm the original billing or issue a corrected bill. The due date will be adjusted by the time required to check and reissue the bill.

**BAD CHECKS:** When a check is returned to the Authority by the bank for insufficient funds, the Authority will add a service charge of \$30.00 (or the prevailing rate, whichever is greater) to the bill for each occurrence.

## **SECTION IX PENALTIES**

**CIVIL FINES:** Any Person who fails to comply with any provisions of the Sewer System Rules and Regulations shall be fined not less than Three-Hundred Dollars (\$300.00) nor more than One Thousand Dollars (\$1,000.00) for each offense. For each offense, each day of which a violation shall occur or continue under this section shall be deemed a separate and distinct offense. In addition to the penalties provided herein, the Authority Rules and Regulations provide for the recovery of reasonable attorney's fees, court costs, court reporter fees and other expenses of litigation by appropriate suit at law against the person found to have violated the orders, rules, regulations, and permits issued hereunder.

**CRIMINAL VIOLATIONS:** Any Person who willfully or negligently violates any provision(s) of the Sewer System Rules and Regulations or any order or permits issued hereunder or any state, federal or local regulation shall be subject to criminal penalties and/or imprisonment to the extent such punitive measures are allowable by law.

**ABATEMENT OF NUISANCES:** In addition to any other remedies provided in this section, any violation of the Sewer System Rules and Regulations deemed to be a nuisance by the Authority may be abated by either seeking appropriate equitable or legal relief from a court of competent jurisdiction.