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sewer & water authority

FREDERICKSBURG, PA

Rules and Regulations Concerning Connections to and Use of the Sanitary Sewer & Water Distribution Systems

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RULES AND REGULATIONS
CONCERNING CONNECTIONS TO AND USE OF
SANITARY SEWER AND WATER SYSTEMS OF THE
FREDERICKSBURG SEWER & WATER AUTHORITY
LEBANON COUNTY, PENNSYLVANIA

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RULES AND REGULATIONS CONCERNING CONNECTIONS TO AND USE OF SANITARY SEWER AND WATER SYSTEMS OF THE FREDERICKSBURG SEWER & WATER AUTHORITY

SECTION I: DEFINITIONS.

Allowable Industrial Waste:	Any solid, liquid, or gaseous substance, water borne waste or form of energy ejected or escaping from any industrial, manufacturing, trade, or business process or from the development, recovery, or processing of natural resources, as distinct from sanitary sewage, which complies with all provisions of these rules and regulations and which is allowed to be discharged into the sewer system by the Authority.
Applicant:	A person who applies for water or sanitary sewer service to a Premises. Unless clearly differentiated herein, the term Applicant shall be synonymous with Consumer, Owner, Person and Tenant.
Authority:	Fredericksburg Sewer & Water Authority, its successors and assigns, as their interests may appear.
Authority Engineer:	A licensed, professional engineer retained or employed by the Authority including any authorized employee or member of the staff of such engineer. Unless clearly differentiated herein, the term Authority Engineer shall be synonymous with Consultant.
Authority's Water Service Line:	The connecting facilities between the Authority's water distribution main and a Consumer's Water Service Line, in general consisting of a valve or corporation stop at the main, piping from there to the street curb line, terminating in a curb stop and curb box.
Back Flow Preventer:	A device installed in a Consumer's Water Service Line to prevent steam, gas, chemicals, or water of unknown or questionable quality from a separate piping system from entering the Authority's water system.
Basement:	That part of a building which is partially or wholly below ground level.
Boarding House:	Unless clearly differentiated herein, the term Boarding House shall have the same meaning as that set forth in the Bethel Township, Lebanon County, PA, Zoning Ordinance, as amended.

Building:	*See* Premises.
Building Sewer:	That part of the sewer line inside the walls of the building and extending through the wall to a point two feet (2') outside the wall and connecting to the Sewer Service Line. The Building Sewer shall receive discharge from one or more plumbing fixtures.
Cellar:	*See* Basement.
Connection:	The jointure, or the process of making the jointure, of one sewer or water line to another.
Factory Building:	Unless clearly differentiated herein, the term Factory Building shall have the same meaning as that set forth in the Bethel Township, Lebanon County, PA, Zoning Ordinance, as amended.
Consultant.	Any person, firm or entity retained or employed by the Authority, including any authorized employees or members of the staff of such consultant, for the purpose of performing professional services. The term Consultant shall include, without limitation, geologists and hydrologists.
Consumer:	The party, either property owner or tenant, contracting with the Authority for water or sewer service for one or more families or for one or more business/institutional units on one premises, or a customer contracting with the Authority for water supply to resell. Unless clearly differentiated herein, the term Consumer shall be synonymous with Applicant, Consumer, Owner, Person and Tenant.
Consumer's Water Service Line:	The connecting facilities to the Authority's water line from the Authority's curb stop and curb box into and in a Consumer's Premises, not including the water meter.
Cross-connection:	Any physical connection or arrangement between two otherwise separate piping systems, one of which contains potable water and the other steam, gas, a chemical or water of unknown or questionable safety, whereby there may be a flow from one system to the other, the direction depending on the pressure differential between the two systems.
Engineer:	*See* Authority Engineer.
Equivalent Dwelling Unit (EDU):	Equivalent Dwelling Unit (EDU) is a measure which, for purposes of establishing a tapping fee, is determined by a study performed by the Authority's Consulting Engineer in

accordance with Act 57, as amended from time to time and set forth in the current rate Resolution, and, for billing purposes, is determined by the Authority and amended from time to time as set forth in the current rate Resolution

Extender: Any Person desiring to extend, or causing to be extended, any water or sewer main or any part of the water or sewer system herein defined.

Fire Service: Water service or supply by the Authority of standby service or water use through fire or sprinkler service lines or hydrants.

Food Service Facility: A Food Service Facility means an operation that prepares, packages, serves or otherwise provides food for human consumption at the wholesale or retail level, including, but not limited to, an operation where food is consumed on or off the premises, regardless of whether there is a charge for the food.

A. A Food Service Facility includes permanent and nonpermanent food facilities, including, but not limited to, the following:

1. Restaurants;
2. Public Eating Places;
3. Establishments serving alcohol except those defined as Distributors or Importing Distributors by the Liquor Code;
4. Food processing or packaging plants;
5. Public and private school cafeterias;
6. Licensed care facilities (both day care and residential care for the young, elderly or sick); and
7. Commissaries.

B. A Food Service Facility does not include any of the following:

1. A private home;
2. Farm stands;
3. Vending machines;

4. A church, private club, or other nonprofit association that gives or sells food to its members and guests, and not to the general public, at an event that occurs not more than three days in any 90 day period; and
5. A for-profit entity that gives or sells food at an event that occurs not more than three days in a 90 day period for the benefit of a nonprofit association, if the for-profit entity receives no monetary benefit, other than that resulting from recognition from participating in an event.

Garage: Unless clearly differentiated herein, the term Garage shall have the same meaning as that set forth in the Bethel Township, Lebanon County, PA, Zoning Ordinance, as amended.

Hotel: Unless clearly differentiated herein, the term Hotel shall have the same meaning as that set forth in the Bethel Township, Lebanon County, PA, Zoning Ordinance, as amended.

Improved Property: Any property upon which there is erected any structure intended for continuous or periodic habitation, occupancy or use by human beings or animals and from which Sanitary Sewage or Industrial Waste shall or may be discharged. Unless clearly differentiated herein, the term Improved Property shall be synonymous with Premises and Building.

Industrial Waste: Any solid, liquid or gaseous substance, water borne waste or form of energy ejected or escaping from any industrial, manufacturing, trade or business process or from the development, recovery or processing of natural resources, as distinct from sanitary sewage, which is allowed to be discharged into the Sewer System by the Authority's Industrial Waste Resolution and/or Strong Waste Management Plan.

Interconnection: The connection of two or more water supplies, each approved by the Department of Environmental Resources.

Lateral Sewer: That part of the Sewer System extending from the Sewer Main to the Street Right-of-Way or utility easement line and connecting to the Sewer Service Line.

Main Extension: Water or sewer service requiring the construction of one or more additional water or sewer mains.

Meter: A device for measuring the quantity of water used, which is sometimes the basis for determining charges for water service to a customer.

Owner: Any Person vested with ownership, legal or equitable, sole or partial, of any Property or Premises situated in the service areas of the Authority.

Person: Any individual, industrial, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents, or assigns. The masculine gender shall include the feminine, and the singular shall include the plural where indicated by the context. Unless specifically differentiated, the term Person shall by synonymous with Applicant, Consumer, Owner, and Tenant.

Plumbing Fixture: Any receptacle intended to receive and discharge any liquid, water, or water carried waste into a Building Sewer.

Public Eating Place: Unless clearly differentiated herein, the term Public Eating Place shall have the same meaning as that set forth in the Bethel Township, Lebanon County, PA, Zoning Ordinance, as amended.

Premises: The property, building, or other site to which sanitary sewer or water service is furnished, including:

A. A building under one roof, owned or leased by one person, and occupied as one residence or business.
B. Each combination of buildings owned or leased by one person, served by one sewer or water service line and occupied by one family or business.
C. Each side of a double house or each housing unit.
D. Each apartment, office, or suite of offices located in a building having several such apartments, offices, or suites of offices and using in common one or more means of entrance.

E. Such other buildings, structures or situations as the Authority shall deem proper and advisable.

Private Fire Line: The connecting facility between the Authority's water service line at the curb to the point where fire service is provided.

Private Water Service Line: A water service line that is installed in a public street (right-of-way) in lieu of a water main extension to serve an individual property when it is determined by the Authority that no additional consumers can be served from the public street. This line shall be the connecting facility between the Authority's service line at the curb and the point to where potable water is provided. This line shall be installed, owned, and maintained by individual receiving water service through the line.

Private Yard Service: Water lines that are installed, owned, maintained by individuals, companies, corporations, partnerships, etc. for supplying potable water to facilities within privately owned tracts of land.

Property: *See* Premises.

Property Owner: *See* Owner.

Remote Readout Unit: A device used to transmit the inside water meter register reading to a point outside buildings, meter pits, etc.

Restaurant: Unless clearly differentiated herein, the term Restaurant shall have the same meaning as that set forth in the Bethel Township, Lebanon County, PA, Zoning Ordinance, as amended.

Right-Of-Way: A public way including Streets and sanitary sewer and water easements.

Sanitary Facilities: Toilets, sinks, and other plumbing fixtures and related piping intended to receive and discharge Sanitary Sewage into a Building Sewer.

Sanitary Sewage: The normal water-carried household and toilet waste from any Improved Property, excluding, however, the effluent from septic tanks or cesspools, rain, storm and ground water, as well as roof or surface water drainage or percolating or seeping waters, or accumulation thereof, whether underground or in cellars or basements.

Sanitary Sewer:	A sewer which is part of the Sewer System and which carries Sanitary Sewage and/or Industrial Waste permitted to be discharged into the Sewer System.
SCADA:	The Authority's Supervisory Control and Data Acquisition System.
Service Station:	Unless clearly differentiated herein, the term Service Station shall have the same meaning as that set forth in the Bethel Township, Lebanon County, PA, Zoning Ordinance, as amended.
Sewer Service Line:	That part of the Sewer Line connecting to the Lateral Sewer at the Street Right-of-Way or utility easement line and extending to and connecting to the Building Sewer at a point two feet (2') outside the building wall.
Sewage Treatment Plant:	*See* Wastewater Treatment Plant.
Sewer Line:	Any pipe or conduit constituting a part of the Sewer System and used or usable for sewage collection or transportation purposes, including Sewer Main, Lateral Sewers, Sewer Service Lines, and Building Sewers.
Sewer Main:	Any pipe which collects and transports wastewater from Lateral Sewers to the Authority's Sewage Treatment Plant.
Sewer System:	Sewer Mains, Lateral Sewers, Sewer Service Lines, pumping stations, sewer force mains, Sewage Treatment Plants, and all appurtenant facilities operated by the Authority in furnishing sewage service.
Solicitor:	A licensed attorney retained or employed by the Authority including any authorized employee or member of the staff of such attorney.
Standby Water Service:	Water service intended to supplement service provided from a source of supply other than that of the Authority.
Storm Sewer or Storm Drain:	A pipe or conduit which carries storm, surface water, drainage, and certain industrial water discharges, such as cooling and air conditioning waters.
Street:	A public way including any highway, street, road, lane, court, public square, alley, or other passageway.
Structure:	*See* Premises.

Strong Waste Management Plan.	The Strong Waste Management Plan adopted by the Authority, as amended, if amended.
Tenant:	Any Person in possession of a whole or a part of an Improved Property, who is not an Owner.
Touch-pad Unit:	A device used to transmit the inside meter register electronically to a magnetic recording device.
User:	*See* Consumer
Vent Pipe:	Shall mean any pipe extended vertically from a Sewer Service Line to provide ventilation for the system of piping and to prevent siphonage and back pressure.
Wastewater Treatment Plant:	Devices and/or structures or facilities owned by the Authority for the treatment and disposal of Sanitary Sewage and Industrial Waste.
Water Emergency:	A situation of a water shortage, scarcity or other emergency condition during which the Authority may impose any water use restrictions or regulations deemed necessary for the public welfare.
Water Service:	The provision by the Authority of water as a commodity, of readiness to serve water for any purposes, and of any services related thereto.
Water System:	Any pumping station, treatment plant, reservoir, standpipe, elevated water tank, water main, valve, hydrant, Authority service line or other appurtenance which now exists or may be constructed or owned by the Authority.

SECTION II: CONDITIONS OF SEWER SERVICE.

No Connection through which Sanitary Sewage or Industrial Waste does or may enter the Sewer System shall be created, constructed, altered, repaired, or allowed to exist, which does not comply with these Rules and Regulations, as amended. All users of the system agree, jointly and severally, to be bound by each and every requirement, condition and limitation set forth herein.

A. Application for Service and Connection to the Sewer System, Fees, Etc.

1. Fees Required. No Person shall uncover, connect with, make any opening into or use, alter or disturb, in any manner, any Sewer Line without first making application for and obtaining a permit, in writing, from the Authority. Application to the Authority for a permit required hereunder shall be made by the Owner of the Property to be served, on the Authority's current application form. Upon approval of the application by Authority, the application,

together with these Rules and Regulations and the fee schedule, as altered or amended from time to time, shall constitute the entire contract between the Owner and Authority. The application will not be approved until the Authority receives full payment of all applicable service connection charges, tapping fees, and other charges as duly adopted by the Authority from time to time.

2. Schedule of Fees – Subdivision/Land Development. All subdivision and land development plans submitted to the Authority for review or approval by any Person shall be accompanied by a non-refundable filing fee to cover the Authority's administrative expenses, as well as anticipated review fees, in accordance with the schedule set by Resolution, as may be amended from time:

3. Extender's Agreement Required. All connections to the sanitary sewer system which require the extension or installation of additional lines or facilities which shall be dedicated to and owned by the Authority, namely any lines or facilities in excess of the Sewer Service Line, shall, as a condition of approval, require the Person proposing the development to execute an Extender's Agreement which contains all of the terms and conditions set forth herein.

4. Reservation of Capacity. No capacity in the Authority's sanitary sewer system shall be reserved for any Person until the Person has first executed and delivered to Authority, and Authority has approved, a reservation agreement on the Authority's current form.

5. Supervision of Connection. No Connection to the Sewer System shall be made except under the supervision of the Authority. The application and its acceptance by the Authority shall constitute, from the date of acceptance by the Authority, a contract obligating the Applicant 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.

6. Requirements Prior to Receiving Service. Sewer service shall be furnished only after:

a. The Owner of the Improved Property to be served shall have installed, at his own cost and expense, the Lateral Sewer, if required, and the Sewer Service Line in accordance with these Rules and Regulations;

b. The Owner has installed any additional infrastructure, furnished all information and test results, and paid all fees and charges required by these Rules and Regulations, and

c. The Authority has inspected and tested the Lateral Sewer and Sewer Service Line and approved any additional facilities and test results and determined them to comply with these Rules and Regulations; and

d. If applicable, the Owner has complied with all of the requirements of the Authority's Strong Waste Management Plan.

7. Abandoned Service. Whenever any Improved Property which is connected to the Sewer System is to be razed and the existing Sewer Service Line is to be abandoned, the existing Lateral Sewer shall be capped by the Owner at the Right-of-Way line, with an appropriate

watertight end cap, and shall be inspected and approved by the Authority before backfilling is allowed.

8. Sale of Premises. Whenever an Improved Property which is connected to the Sewer System is sold or otherwise conveyed the purchaser and/or the seller shall promptly notify the Authority of such sale or conveyance.

9. Indemnification Agreement for Lateral Sewers. All Owners who make connections to the sewer system shall enter into an indemnification agreement with the Authority. The standard forms of the agreement are provided in appendix.

10. Infiltration and Inflow/FOG Charges. All Properties connected to the sanitary sewer shall be subject to a periodic Infiltration and Inflow and Fats, Oil and Grease charges as set forth herein.

11. Collection of Delinquent Accounts/Termination of Service. Unless otherwise approved by the Authority, the procedures set forth herein shall be followed with regard to overdue accounts.

B. Individual Connections.

1. Individual Line for Each Separate Property. Each Improved Property shall have its own individual Lateral Sewer and Sewer Service Line. Each side of a double house having a solid vertical partition wall shall be considered a separate property requiring individual sewer Connections.

2. More Than One Building on a Property. Where any Premises under single ownership consist of more than one building, the Authority reserves the right to determine, under the circumstances of each case, whether each separate building must have its individual sewer Connection or whether all buildings together may use a single Connection. If a single Connection is permitted by the Authority; it shall in all cases be sized to pass the maximum flow anticipated.

C. Maintenance and Repair of Sewer Service Lines. All Sewer Service Lines shall be maintained and repaired by the Owner of the Improved Property at his sole cost and expense. All repairs shall comply with these Rules and Regulations are subject to the inspection and approval of the Authority.

All Lateral Sewers from the Sewer Main to the Right-of-Way line are the responsibility of the Authority except where an agreement is established between the Owner and the Authority such that the Lateral Sewer is considered as part of the Owner's private Sewer System.

D. Inspection of Premises. The Authority, through its agents and employees, shall have the right at all reasonable times to enter any Premises connected with or about to be connected with the Sewer System in order to enforce compliance with these Rules and Regulations.

E. Existing Lateral Sewers and Service Lines. Existing Lateral Sewers and Sewer Service Lines may be utilized providing they have been inspected by the Authority and found to be reasonably true to grade and alignment, in good condition for the purpose of conveying Sanitary

Sewage or Industrial Wastes, and have tight joints of approved materials. If the existing lines do not conform to this requirement, the line shall be corrected or a new line shall be constructed at the expense of the Owner in accordance with the specifications contained herein.

F. Standards for Lateral Sewers, Sewer Service Lines and New Sewer Lines.

1. New Sewer Mains: The following requirements shall apply to all new sewer mains which are constructed by others and intended to be dedicated to the Authority for ownership by the Authority.

a. Design of all new sewer mains shall be by the Authority's Engineer, or shall be reviewed and approved by the Authority's Engineer prior to construction.

b. The construction of new sewer mains shall be performed in accordance with technical specifications of the Pennsylvania Utility Contractors Association (PUCA) latest version, or specifications of the Authority, which may be adopted or amended from time to time by Resolution. In case of a conflict between the two documents, the specifications of the Authority shall govern.

c. All new sewer mains shall be located in dedicated public rights-of-way in or along dedicated public streets or in or along durable, all weather access ways for which provisions are in place for plowing and clearing of snow.

d. Sewer mains and manholes may only be located outside of a dedicated public right-of-way without accessibility as required in this paragraph if expressly approved by the Authority in writing. Approval of subdivisions or land development plans by the township shall not constitute an approval by the Authority.

e. No new sewage pumping stations shall be proposed, designed nor constructed without the express written approval of the Authority. Pumping stations shall be avoided whenever technically feasible, regardless of the cost to the developer.

f. All sewer main extenders and developers shall enter into an extender's agreement with the Authority. The extender's agreement shall be prepared by the Authority's Solicitor. The extender's agreement shall set forth terms and conditions for new sewer main extensions, construction, inspection, testing, and dedication. All Authority costs associated with the extension, construction, testing or dedication of new sewer mains shall be borne by the extender or developer.

2. Basement Flooding; Check Valves. The Authority does not guarantee that basement service will be provided to any building and shall not be responsible for any damages that may result from basements being flooded by the stoppage of Sewers. It is recommended that all basements having floor drains be provided with a suitable check valve and that the pipes therein be connected so that the use of Plumbing Fixtures on or above the first floor of the building shall not interfere with the shutting off of said valve.

G. Special Conditions and Requirements.

1. Grease Traps – Multi-Party Sewer Service Lines; Hotel; Restaurant; Boarding House; Public Eating Place: No Sewer Service Line conveying waste from more than one Building, unit in a condominium or mobile home, hotel, restaurant, boarding house, or public eating place shall connect to the Sewer System without first installing grease traps, of a type and size approved by the Authority, on the Sewer Service Lines at a location approved by the Authority. If the Owner does not maintain the grease traps in accordance with Authority requirements, the Authority may order the Owner, or Consumer if the Owner is not also the Consumer, to disconnect from the Authority's sanitary sewer system.

2. Grease Traps - Service Station; Garage; Factory Building; and Similar Establishments: No service station, garage, factory building, or commercial establishment which handles oils, petroleum or similar products, or which washes cars, trucks, or other types of machinery, shall connect to the Sewer System without first installing grease traps, of a size and type approved by the Authority, on the Sewer Service Lines at a location approved by the Authority. If the Owner does not maintain the grease traps in accordance with Authority requirements, the Authority may order the Owner, or Consumer if the Owner is not also the Consumer, to disconnect from the Authority's sanitary sewer system.

3. Strong Waste Management - If subject to the Authority's Strong Waste Management Plan, the Owner, or Consumer if the Owner is not also the Consumer, shall comply at all times with the Strong Waste Management Plan. If the Owner does not remain in compliance with the Strong Waste Management Plan, the Authority may order the Owner, or Consumer if the Owner is not also the Consumer, to disconnect from the Authority's sanitary sewer system.

H. Street Opening Permits. Unless otherwise determined by the Authority, whenever the surface of any public Street, sidewalk, or cartway is disturbed by construction of Sewer Lines, except in such cases where said work is being performed by the Authority, it will be the responsibility of the Owner to secure and maintain Street opening permits from the municipality in which the work is being performed. Any highway occupancy permits required by the State will be secured by the Owner in the Authority's name, as required by these Rules and Regulations.

I. Standard of Quality. All construction, reconstruction, and alterations of Sewer Connections and appurtenances shall be performed in a competent workmanlike manner in accordance with recognized standards of the plumbing trade and specifications currently on file with the Authority. The Authority in its sole discretion may stop, or require reconstruction of, any work not conforming to its standards or specifications.

J. Inspection of Lateral Sewers and Sewer Service Lines. The construction of Lateral Sewers and/or Sewer Service Lines shall at all times be subject to the inspection of the Authority and shall conform to the Authority's specifications. No Owner shall permit Lateral Sewers or Sewer Service Lines to be covered or backfilled until authorized by the Authority to do so. If the line is backfilled prior to an inspection by the Authority, the lines shall be totally exposed at the Owner's expense for the required inspection. All inspection costs shall be paid by the Owner in accordance with the Authority's fee resolution.

K. Restrictions on Use of Sewer System.

1. No Person shall discharge or cause to be discharged into the Sewer System any of the following: (1) storm water, surface drainage, ground drainage, roof runoff, subsurface drainage, cooling water, drainage from tile fields or unpolluted process waters; (2) any industrial wastes, chemical or other matter, in accordance with the Authority's Industrial Waste Resolution.

2. Without limiting the provisions of subparagraph K.1.(1) and (2) above, no Owner or Tenant of Improved Property shall be permitted to use a sump pump, gutter, downspout or other device to conduct stream, storm, roof, ground or surface water into the Sewer System.

3. Whenever a Person 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 in paragraph K.1(1) and (2) of this section, 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 will cause damage to the Sewer System, the Authority shall order the Person 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.

4. In no circumstances shall any plumber or any other Person install or connect, or permit to be installed or connected, to the Sewer Service Line or any part of the Sewer System any device or system designed to discharge any substance other than Sanitary Sewage or allowable Industrial Waste into the Sewer System. Without limiting the foregoing, all plumbers or other Persons are prohibited from installing or connecting, or permitting to be installed or connected, a sump pump, gutter, downspout or other device to conduct streams, storm, roof, ground, or surface water into the Sewer System.

L. Pretreatment Facilities.

1. Whenever a Person requests permission from the Authority to discharge any polluted water, Sanitary Sewage or Industrial Waste, the Authority may, in its sole discretion, require as a condition to its granting approval for such discharge that said Person provide, at his 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 water or wastes. The requirements under this section shall not limit or otherwise exempt the Owner or Consumer from compliance with the Authority's Strong Waste Management Plan.

2. Whenever a Person 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 Person to the Authority and the Authority gives written approval for the construction of the proposed facilities. The requirements under this section shall not limit or otherwise exempt the Owner or Consumer from compliance with the Authority's Strong Waste Management Plan.

3. 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 thereof, at his own expense. The Authority 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 then current Rules and Regulations of the Authority. The Owner shall install a sampling manhole in accordance with the detail included in appendix. The Authority shall be supplied with a report every three months showing operating data of the pretreatment facility. The requirements under this section shall not limit or otherwise exempt the Owner or Consumer from compliance with the Authority's Strong Waste Management Plan.

M. Strong Waste Management Plan. If applicable, all Owners and Consumers shall comply with the following Strong Waste Management Plan. In the event of a discrepancy or inconsistency with any of the Authority's other Rules and Regulations, the definitions, procedures, requirements and penalties of the Strong Waste Management Plan shall control:

STRONG WASTE MANAGEMENT PLAN

Introduction

The following Strong Waste Management Plan ("Plan") was prepared by Steckbeck Engineering & Surveying, Inc., Lebanon, Pennsylvania, for the Authority.

This Plan was developed primarily to meet a federal statutory requirement that an NPDES permit holder that is authorized to discharge treated wastewaters into the waters of the Commonwealth of Pennsylvania or the United States shall take all measures reasonable and necessary to assure compliance with the discharge limits and conditions of the NPDES permit.

This Plan is a necessary tool to accomplish that statutory requirement and will be utilized for managing strong waste discharges into the wastewater collection system in Bethel and Swatara Townships, Lebanon County. This Plan is also a useful tool for the Authority and Township for controlling industrial wastes that are discharged into the sewer collection system, which may

have an impact on the operations of the Authority's sewage collection and treatment systems, and if, which not controlled properly, could have a deleterious effect on the operation of the systems and the waters of the Commonwealth of Pennsylvania and the United States.

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SECTION 1 - OBJECTIVES OF THE PLAN

1.1. Purpose and Policy

This Plan sets forth uniform requirements for users of the wastewater collection system located in Bethel and Swatara Townships and enables the Authority to comply with all applicable State and Federal laws, including the Clean Water Act (33 U.S.C. 1251 et seq.) and the General Pretreatment Regulations (40 CFR Part 403). The objectives of this Plan are:

A. To prevent the introduction of pollutants into the wastewater collection system that will interfere with the operation of the system;

B. To prevent introduction of pollutants into the wastewater collection system which are incompatible with the system and may therefore damage or degrade the collection system;

C. To protect wastewater collection system personnel who may be affected by wastewater and sludge in the course of their employment and to protect the general public.

D. To provide for fees for the equitable distribution of the costs of operation, maintenance, and improvement of the wastewater collection system.

This Plan shall apply to all users of the Authority's Collection System. The Plan authorizes the issuance of wastewater discharge permits; authorizes monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires user reporting; and provides for the setting of fees for the equitable distribution of the costs resulting from the program established herein.

1.2. Administration and Contents

Except as otherwise provided herein, the Authority shall administer, implement, and enforce the provisions of this Plan. Any powers granted to or duties imposed upon the Authority may be delegated by the Authority to other authorized personnel or agents including, without limitation, the consulting engineer and solicitor.

SECTION 2 - DEFINITIONS

2.1 Unless a provision explicitly states otherwise, the following terms and phrases, as used in this Plan, shall have the meanings hereinafter designated.

A. Act or "the Act". The Federal Water Pollution Control Act, also known as the Clean Water Act, as may be amended from time to time, 33 U.S.C. 1251 et seq.

B. Approval Authority. U.S. Environmental Protection Agency, Region III, Philadelphia, Pennsylvania.

C. Authority. The Fredericksburg Sewer & Water Authority, or in appropriate cases, acting by and through its authorized representatives.

D. Authorized Representative of the User.

1) If the user is a corporation, limited partnership, limited liability company or other business entity other than a partnership or sole proprietor:

(a) The president, secretary, treasurer or a vice-president of the entity in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the entity; or

(b) The manager of one or more manufacturing, production or operation facilities employing more than 250 persons or having gross annual sales or expenditures exceeding $25 million, if authority to sign documents has been assigned or delegated to the manager in accordance with entity procedures;

2) If the user is a partnership or sole proprietorship: a general partner or the proprietor, respectively;

3) If the user is a Federal, State, or local governmental entity: a director or the highest official appointed or designated to oversee the operation and performance of the activities of the government entity, or his designee.

4) The individuals described in paragraphs 1 through 3 above may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the entity, and the written authorization is submitted to the Authority.

E. Biochemical Oxygen Demand (BOD). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20° centigrade, usually expressed as a concentration [milligrams per liter (mg/L)].

F. Building Sewer or Lateral. The extension of the building drain to the public sewer main or other place of disposal. The property owner is responsible for maintaining this infrastructure.

G. Categorical Pretreatment Standard or Categorical Standard. Any regulation containing pollutant discharge limits promulgated by the U.S. EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. §1317) which apply to a specific category of users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471, as may be amended from time to time.

H. Chlorine Demand. The quantity of chlorine absorbed in water, sewage or other liquids, allowing a residual of 0.1 ppm, after fifteen minutes of contact.

I. City. The City of Lebanon, Pennsylvania, The City of Lebanon Authority or the Lebanon City Council.

J. Color. The optical density at the visual wave length of maximum absorption relative to distilled water. One hundred percent (100%) transmittance is equivalent to zero (0.0) optical density.

K. Commercial User. A source of indirect discharge of wastes which is not considered industrial or normal domestic waste. Any home occupation which discharges wastes may be included here.

L. Composite Sample. The sample resulting from the combination of individual wastewater samples taken at selected intervals based on an increment of either flow or time.

M. Cooling Water. The water discharged from any system of condensation such as air conditioning, cooling or refrigeration.

N. Direct Discharge. The discharge of treated or untreated wastewater directly to the waters of the Commonwealth of Pennsylvania or the United States of America.

O. Domestic Waste. The normal water carrying household and toilet wastes from residences, business buildings, institutions and industrial establishments.

P. Dwelling Unit. Any room, group of rooms, house trailer or other enclosure occupied or intended for occupancy as a separate business or as separate living quarters by a family or other group of persons living together or by a person living alone.

Q. Environmental Protection Agency (EPA). The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, or other duly authorized official of said agency.

R. Equivalent Dwelling Unit. The quantity of flow, as established from time to time by resolution of the Authority, which is equivalent to the average amount of water consumed by a single residential unit during a single day. The number of equivalent dwelling units (EDU's) assigned to a residential dwelling unit, regardless of water consumption, is 1. One EDU equals 245.7 gallons per day based on the formula in Act 57 of 2003, based on data from the 2010 census. This definition may be changed from time to time by the Authority by Resolution.

S. Existing Source. Any source of discharge, the construction or operation of which commenced prior to the publication by EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act, as amended from time to time.

T. Garbage. Solid waste resulting from the domestic and commercial preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

U. Grab Sample. A sample which is taken from a waste stream on a one-time basis without regard to the flow in the waste stream over a period of time not to exceed fifteen (15) minutes.

V. Ground Garbage. Garbage that has been shredded to such a degree that all its particles shall be carried freely under normal sewage flow conditions with no particle greater than one-half inch in any dimension.

W. Ground Water. Water which is standing in, or passing through, the ground.

X. Holding Tank Waste. Any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks and vacuum-pump tank trucks.

Y. Improved Property. Any property within the Authority's service areas upon which there is erected a structure intended for continuous or periodic habitation, occupancy or use by human beings or animals and from which structure sanitary sewage or industrial wastes shall be, or may be, discharged.

Z. Indirect Discharge or Discharge. The introduction of pollutants into the Authority's Collection System from any non-domestic source regulated under Section 307(b), (c), or (d) of the Act, as may be amended from time to time.

AA. Industrial Establishment. Any improved property used, in whole or in part, for manufacturing, processing, cleaning, laundering or assembling any product, commodity or article; or from which any process waste, as distinct from domestic waste, shall be discharged.

BB. Industrial User. A source of indirect discharge industrial waste which does not constitute a "discharge of pollutants" under regulations issued pursuant to §402 of the Act (33 U.S.C. §1342), as may be amended from time to time.

CC. Industrial Waste. Any liquid or gaseous substance, whether or not solids are contained therein, discharged from any industrial establishment during the course of any industrial, manufacturing, trade or business process or in the course of the development, recovery or processing of natural resources, as distinct from sanitary sewage.

DD. Industrial Waste Permit. A permit to deposit or discharge liquid industrial wastes into the Authority's Collection System.

EE. Infiltration. The water entering a sewer system and service connections from the ground, through such means as, but not limited to, defective pipes, pipe joints, connections or manhole walls. Infiltration does not include, and is distinguished from, inflow.

FF. Infiltration/Inflow. The total quantity of water from both infiltration and inflow without distinguishing the source. Also known as extraneous flow.

GG. Inflow. The water discarded into a sewer system and service connections from such sources as, but not limited to, roof leaders, cellar, yard, and area drains, foundation drains, cooling water discharges, drains from springs and swampy areas, manhole covers, sump pumps, cross connections from storm sewers and combined sewers, catch basins, storm waters, surface runoff, street wash waters, or drainage. Inflow does not include, and is distinguished from, infiltration.

HH. Instantaneous Maximum Allowable Discharge Limit. The maximum concentration (or loading) of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

II. Interference. A discharge which alone or in conjunction with a discharge or discharges from other sources inhibits, damages, or disrupts the Authority's Collection System operations.

JJ. Manhole. A shaft or chamber leading from the surface of the ground to a sewer, large enough to enable a person to gain access to the latter.

KK. May. Permissive. "Shall" is mandatory.

LL. Medical Waste. Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

MM. mg/L. Milligrams per liter. Equivalent to parts per million (ppm) by weight.

NN. National Categorical Pretreatment Standard or Pretreatment Standard. Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act (33 U.S.C. §1347) which applies to a specific category of Industrial Users, as amended from time to time.

OO. National Pollutant Discharge Elimination System or NPDES Permit. A permit issued pursuant to Section 402 of the Act (33 U.S.C. §1342), as amended from time to time.

PP. National Prohibitive Discharge Standard or Prohibitive Discharge Standard. Any regulation developed under the authority of §307(b) of the Act and 40 CFR, Section 403.5, as amended from time to time.

QQ. New Source.

1) Any building, structure, facility or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act, as amended from time to time, which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

   a) The building, structure, facility or installation is constructed at a site at which no other source is located; or

   b) The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

   c) The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general activity as the existing source, should be considered.

2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of Section (1)(b) or (c) above but otherwise alters, replaces or adds to existing process or production equipment.
3) Construction of a new source as defined under this paragraph has commenced if the owner or operator has:

   a) Begun, or caused to begin as part of a continuous on-site construction program:

      i. any placement, assembly or installation of facilities or equipment; or

      ii. significant site preparation work including clearing, excavation, or removal of existing buildings, structures or facilities which is necessary for the placement, assembly or installation of new source facilities or equipment; or

   b) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

4) Any building, structure, facility or installation from which the discharge of wastes has changed from its previous use.

RR. Authority Collection System. The series of devices, systems, pumping stations, equipment, and appurtenances owned by the Fredericksburg Sewer & Water Authority, used in the collection, storage, transportation, treatment, recycling, and reclamation of sewage, industrial or commercial wastes, and strong wastes of a liquid nature.

SS. Noncontact Cooling Water. Water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product or finished product.

TT. Normal Strength Waste. Sewage when analyzed, or caused to be analyzed, by the Authority shows a daily average of not more than 250 mg/L of total suspended solids, 250 mg/L of BOD_5, 8.0 mg/L of phosphorus, 50 mg/L of ammonia nitrogen, 40 mg/L of fats, oils and grease, and or 1.0 mg/L of sulfide.

UU. Objectionable Waste. Any wastes that can, in the Authority's judgment, harm either the sewers or sewage treatment process or equipment, or in the judgement of any municipality where the wastes are being carried, can have an adverse effect upon its system; can have an adverse effect upon the receiving stream; can otherwise endanger life, health or property; or which constitutes a public nuisance.

VV. Owner. Any person vested with ownership, legal or equitable, sole or partial, of any property connected to the Authority's Collection System.

WW. Person. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.

XX. pH. A measure of the acidity or alkalinity of a solution expressed in standard units.

YY. Pollutant. Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater [i.e., pH, temperature, TSS, turbidity, color, BOD, Chemical Oxygen Demand (COD), toxicity, or odor].

ZZ. Pollution. The man-made or man-induced alteration of the chemical, physical, biological, and radiological integrity of water.

AAA. Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to (or in lieu of) introducing such pollutants into the Authority's Collection System. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means (except by diluting the

concentration of the pollutants unless allowed by an applicable pretreatment standard).

BBB. Pretreatment Coordinator. The person(s) designated by the Authority to supervise, implement, administer, and enforce the Strong Waste Management Program and charged with certain duties.

CCC. Pretreatment Requirements. Any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

DDD. Pretreatment Requirements. Any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

EEE. Prohibited Discharge Standards or Prohibited Discharges. Absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 3.1 of this Plan.

FFF. Sanitary Sewer. Any pipe or conduit constituting a part of the sewer system or usable for sewage collection purposes.

GGG. Septic Tank Waste. Any sewage from holding tanks such as vessels, chemical toilets, campers, trailers and septic tanks.

HHH. Sewage. Human excrement and gray water (household showers, dishwashing operations, etc.).

III. Shall. Mandatory. "May" is permissive.

JJJ. Significant Industrial User.

1) A user subject to categorical pretreatment standards; or

2) A user that:

   a) Discharges a monthly average of 20,000 gpd or more of wastewater to the Authority's Collection System; or

   b) Is designated as such by the Authority on the basis that it has a reasonable potential for adversely affecting the Authority's Collection System's operation or for violating any pretreatment standard or requirement.

3) Upon a finding that a user meeting the criteria in Subsection (2) has no reasonable potential for adversely affecting the Authority's Collection System's operation or for violating any pretreatment standard or requirement, the Authority may at any time, on its own initiative or in response to a petition received from a user [and in accordance with procedures in 40 CFR §403.8(f)(6) and as amended from time to time] determine that such user should not be considered a significant industrial user.

KKK. Significant Non-Compliance (SNC). This denotes that the circumstances of a particular violation are severe enough to meet the following criteria for Significant Non-Compliance (SNC):

1) Violations of Wastewater Discharge Limits

a) Chronic Violations. Sixty-six percent or more of the measurements exceed the same daily maximum limit or the same average limit in a six-month period (any magnitude of exceedance).

b) Technical Review Criteria (TRC) Violations. Thirty-three percent or more of the measurements exceed the same daily maximum limit or the same average limit by more than the following TRC in a six-month period.

Group I for conventional pollutants (BOD, TSS, fats, oil and grease): TRC = 1.4.
Group II for all other pollutants, except pH: TRC = 1.2.

c) Any other violation(s) of an effluent limit that the Authority believes has caused, alone (e.g., slug loads) or in combination with other discharges, interference or pass-through; or endangered the health of the sewage treatment personnel or the public.

d) Any discharge of a pollutant that has caused imminent endangerment to human health/welfare or to the environment and has resulted in the exercise of emergency authority to halt or prevent such a discharge.

2) Violations of compliance schedule milestones contained in enforcement orders as well as schedules contained in the Strong Waste Discharge Permits, for starting construction, completing construction, and attaining final compliance by 90 days or more after the schedule date.

3) Failure to provide reports for compliance schedules, self-monitoring data, or categorical standards (baseline monitoring reports, 90-day compliance reports, and periodic reports) within 30 days from the due date.

4) Failure to accurately report non-compliance.

5) Any other violation or group of violations that the Authority considers to be significant.

LLL. Slug Load or Slug. Any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards in Section 3.1 of this Plan.

MMM. Standard Industrial Classification (SIC) Code. A classification pursuant to the *Standard Industrial Classification Manual* issued by the United States Office of Management and Budget.

NNN. State. The Commonwealth of Pennsylvania.

OOO. Storm Water. Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

PPP. Strong Waste. Any waste having a BOD, suspended solids, ammonia nitrogen, fats, oils and grease, sulfide, or phosphorus concentration in excess of that found in normal domestic waste, but which is otherwise acceptable into a public sewer under the terms of this ordinance.

QQQ. Strong Waste Permit. A permit to discharge liquid wastes which are not considered domestic waste to the Authority's Collection System.

RRR. Strong Waste Surcharge. A charge levied on any user of the treatment works of the Authority's Collection System for the additional cost of treating strong wastes.

SSS. Surface Water. That portion of the precipitation which runs off over the surface of the ground.

TTT. Suspended Solids. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

UUU. Total Solids. Solids that either float on the surface of, or are in suspension, or dissolved in water, sewage or other liquids, and which are determined by appropriate procedures found in the most current edition of "Standard Methods for the Examination of Water and Sewage" published by the American Public Health Association, as amended from time to time.

VVV. Township. Township of Bethel, Lebanon County, PA, or the Board of Supervisors or, in appropriate cases, the Fredericksburg Sewer & Water Authority.

WWW. Toxic Pollutant. Any of the 126 pollutants, or combination of those pollutants, listed as toxic in regulations promulgated by EPA under Section 307 (33 U.S.C. §1317) of the Act, and as amended from time to time.

XXX. Toxic Substance. Any noxious or deleterious substance in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, to constitute a hazard to humans or animals, to create a public nuisance, or to create any hazard in any sewer system or in the receiving stream of the sewage treatment plant.

YYY. User or Industrial User. A source of indirect discharge.

ZZZ. Wastewater. Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the Authority's Collection System.

AAAA. Waters of the State (or Commonwealth). All streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the State or any portion thereof.

The use of the singular shall be construed to include the plural and the plural shall include the singular as indicated by the context of its use.

2.2. Abbreviations

The following abbreviations have the designated meanings:

Authority	-	Fredericksburg Sewer & Water Authority
BOD	-	Biochemical Oxygen Demand
CFR	-	Code of Federal Regulations
COD	-	Chemical Oxygen Demand
EPA	-	U.S. Environmental Protection Agency
FOG	-	Fats, Oils, and Grease
gpd	-	gallons per day
l	-	liter
mg	-	milligrams
mg/L	-	milligrams per liter
FSWA	-	Fredericksburg Sewer & Water Authority
NPDES	-	National Pollutant Discharge Elimination System
O&M	-	Operation and Maintenance
RCRA	-	Resource Conservation and Recovery Act
SIC	-	Standard Industrial Classification
SWDA	-	Solid Waste Disposal Act (42 U.S.C. §6901, et seq.)
TSS	-	Total Suspended Solids
USC	-	United States Code

SECTION 3 – GENERAL SEWER USE REQUIREMENTS

3.1. Prohibited Discharge Standards

A. General Prohibitions: No user shall introduce or cause to be introduced into the Authority's Collection System any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of the Authority's Collection System whether or not they are subject to categorical pretreatment standards or any other National, State, or local pretreatment standards or requirements.

B. Specific Prohibitions: No user shall introduce or cause to be introduced into the Authority's Collection System the following pollutants, substances, or wastewater:

1) Pollutants which create a fire or explosive hazard in the Authority's Collection System, including, but not limited to, waste streams with a closed-cup

flashpoint of less than 140°F (60°C) or producing an atmosphere where the lower explosive limit exceeds 5% using the test methods specified in 40 CFR §261.21, as amended from time to time;

2) Wastewater having a pH less than 6.0 or more than 9.0, or otherwise causing corrosive structural damage to the Authority's Collection System or equipment;

3) Solid or viscous substances in amounts which will cause obstruction of the flow to the Authority's Collection System resulting in interference with the proper operation of the Authority's Collection System. Such substances include but are not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, bones, stones, shells, grit, hardened chemicals, rags, animal tissues, down, feathers, tar, plastic, wood, paunch, manure, butchers' offal, whole blood, bentonite, lye, building materials, fleshings, entrails, rubber, hair, leather, porcelain, china, ceramic wastes, plastics, asphalt, paint, waxes, needles or syringes of any type, but in no case solids greater than one-half inch (1/2") in any dimension.

4) Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the Authority's Collection System;

5) Wastewater having a temperature greater than 104°F or lower than 32°F, or which will inhibit biological activity in the pump station wet wells resulting in interference;

6) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;

7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the Authority's Collection System in a quantity that may cause acute worker health and safety problems;

8) Trucked or hauled pollutants.

9) Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;

10) Wastewater containing any radioactive wastes or isotopes except as specifically approved by the Pretreatment Coordinator;

11) Storm water, surface water, ground water, artesian well water, roof runoff, sump pump discharges, subsurface drainage, swimming pool drainage, condensate, deionized water, noncontact cooling water, and unpolluted

wastewater, unless specifically authorized by the Authority. Where unauthorized discharge of these waters into the Authority's Collection System exists, they shall be remedied in a manner approved by the Authority within sixty (60) days of receipt of a notice from the Authority. In the event such condition is not remedied, the Authority shall cause the condition to be remedied at the owner's expense;

12) Sludges, screenings, or other residues from the pretreatment of industrial wastes or strong wastes;

13) Medical wastes, except as specifically authorized by the Authority in a wastewater discharge permit;

14) Detergents, surface-active agents, or other substances which may cause excessive foaming in the Authority's Collection System;

15) Fats, oils, or greases of animal, vegetable or petroleum origin in concentrations greater than 100 mg/L; or

16) Any substance that may cause damage to the Authority's Collection System, pump stations, and appurtenances, etc.

Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the Authority's Collection System.

3.2. Federal Categorical Pretreatment Standards

The National categorical pretreatment standards found at 40 CFR Chapter I, Subchapter N, Parts 405-471, and as amended from time to time, are hereby incorporated.

3.3. State Pretreatment Standards

No State pretreatment standards exist so, in their place, categorical pretreatment standards are hereby incorporated. If they do become effective in the future, they are also hereby incorporated, as may be amended from time to time.

3.4. Surcharge Limits

Wastes discharged in excess of normal domestic waste will be surcharged. Normal domestic waste shall be considered to have the following concentrations*:

A. BOD - 250 mg/L
B. Total Suspended Solids - 250 mg/L
C. Phosphorus - 8.0 mg/L
D. Ammonia Nitrogen - 50.0 mg/L
E. Fats, Oils, and Grease - 40 mg/L
F. Sulfide - 1.0 mg/L

*These are the maximum allowable concentrations. In the event applicable federal or state law, including, without limitation, the operating requirements imposed on the Authority's waste water treatment plants, reduces these concentrations, then they shall automatically adjust to comply with the revised limits.

3.5. Pretreatment Limits

Wastes discharged in excess of the following concentrations shall require pretreatment of the waste prior to discharging to the Authority's Collection System*:

A. BOD - 600 mg/L
B. Total Suspended Solids - 600 mg/L
C. Phosphorus - 20.0 mg/L
D. Ammonia Nitrogen - 56 mg/L
E. Oil and Grease - 100 mg/L
F. Sulfide - 1.0 mg/L
G. pH - 6-9 standard units

The Authority may impose mass limits in addition to or in place of the concentration limits above.

*These are the maximum allowable concentrations. In the event applicable federal or state law, including, without limitation, the operating requirements imposed on the Authority's waste water treatment plants, reduces these concentrations, then they shall automatically adjust to comply with the revised limits.

3.6. Authority's Right of Revision

The Authority reserves the right to establish, by resolution or in wastewater discharge permits, more stringent standards or requirements on discharges to the Authority's Collection System.

3.7. Special Agreement

The Authority reserves the right to enter into special agreements with users setting out special terms under which they may discharge to the Authority's Collection System. In no case will a special agreement waive compliance with a pretreatment standard or requirement. However, a user may request a net gross adjustment to a categorical standard in accordance with 40 CFR §403.15, as amended from time to time. A user also may request a variance from the categorical pretreatment standard from the Approval Authority. Such a request will be approved only if the user can prove that factors relating to its discharge are fundamentally different from the factors considered by EPA when establishing that categorical pretreatment standard. A user requesting a fundamentally different factor variance must comply with the procedural and substantive provisions in 40 CFR §403.13, and as amended from time to time.

3.8. Dilution

No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The Authority may impose mass limitations on users who are using dilution to meet applicable pretreatment standards or requirements, or in other cases where the imposition of mass limitations is appropriate.

SECTION 4 - PRETREATMENT OF WASTEWATER

4.1. Pretreatment Facilities

Users shall provide wastewater treatment as necessary to comply with this Plan and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set out in Section 3.1 of this Plan within the time limitations specified by the EPA, the State, or the Authority, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the user's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the Authority for review, and shall be acceptable to the Authority before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying such facilities as necessary to produce an acceptable discharge to the Authority under the provisions of this Plan.

4.2. Additional Pretreatment Measures

The Authority may require the following:

A. Whenever deemed necessary, the Authority may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial and/or strong waste streams, and such other conditions as may be necessary to protect the Authority's Collection System and determine the user's compliance with the requirements of this Plan.

B. Each user discharging into the Authority's Collection System greater than 25,000 gallons in a 24-hour period or greater than five percent (5%) of the average daily flow in the Authority's Collection System, whichever is less, shall install and maintain, on his property and at his expense, a suitable storage and flow control facility to ensure equalization of flow over a 24-hour period. The facility shall have a capacity for at least fifty percent (50%) of the daily discharge volume and shall be equipped with alarms and a rate of discharge controller, the regulation of which shall be directed by the Authority. A wastewater discharge permit may be issued solely for flow equalization.

C. Grease, oil, and sand interceptors shall be provided when, in the opinion of the Authority, they are necessary for the proper handling of wastewater containing

excessive amounts of grease and oil or sand. All interception units shall be of type and capacity approved by the Authority and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired regularly, as needed, by the user at his expense, as outlined and directed in the Authority Grease Control Program.

D. Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

4.3. Accidental Discharge/Slug Control Plans

The Authority may require any user to develop, submit for approval, and implement an accidental discharge/slug control plan. Alternatively, the Authority may develop such a plan for any user at the user's expense. An accidental discharge/slug control plan shall address, at a minimum, the following:

A. Description of discharge practices, including non-routine batch discharges;
B. Description of stored chemicals;
C. Procedures for immediately notifying the Authority of any accidental or sludge discharge, as required by Section 8.2 of this Plan; and
D. Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response.

4.4. Hauled Wastewater

Hauled waste will not be accepted into the Authority's collection system.

SECTION 5 – FEES AND CHARGES

5.1. Times and Methods of Payment

All bills shall be paid as determined at time frames established by the Authority. All bills shall be due and payable on their respective dates. The Authority may include strength of wastes surcharges on the quarterly sewer rental bills of its users, and need not, in such cases, make separate bills for strength of wastes surcharges. The Strong Waste Surcharge amounts will be updated as necessary.

5.2. Extraordinary Maintenance Charge

Any person discharging any waste which, in the judgement of the Authority, causes any extraordinary maintenance expenses shall be billed by the Authority in the amount of said expenses. The billing amount shall be determined by the Authority and shall include charges for labor of Authority personnel and other costs incurred by the Authority.

SECTION 6 - WASTEWATER DISCHARGE PERMIT APPLICATION

6.1. Wastewater Analysis

When requested by the Authority, a user must submit information on the nature and characteristics of its wastewater within thirty (30) days of the request. The Authority is authorized to prepare a form for this purpose and may periodically require users to update this information.

6.2. Strong Waste Discharge Permit Requirement

A. No significant industrial user shall discharge wastewater into the Authority's Collection System without first obtaining a wastewater discharge permit from Authority, except that a significant industrial user that has filed a timely application pursuant to Section 6.3 of this Plan may continue to discharge for the time period specified therein.

B. The Authority may require other users to obtain wastewater discharge permits as necessary to carry out the purposes of this Plan. A fee for other user discharge would follow the schedule established by Resolution of the Authority.

C. Any violation of the terms and conditions of a wastewater discharge permit shall be deemed a violation of this Plan and subject the wastewater discharge permittee to the sanctions set out in Sections 11 through 13 of this Plan. Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to comply with all Federal and State pretreatment standards or requirements or with any other requirements of Federal, State, and local law.

6.3. Wastewater Discharge Permitting: Existing Conditions

Any user required to obtain a wastewater discharge permit who was discharging wastewater into the Authority's Collection System prior to the effective date of this Plan and who wishes to continue such discharges in the future, shall, within thirty (30) days after notification by the Authority, apply to the Authority for a wastewater discharge permit in accordance with Section 6.5 of this Plan, and shall not cause or allow discharges to the Authority's Collection System to continue a date determined by the Authority after the effective date of this Plan except in accordance with a wastewater discharge permit issued by the Authority.

6.4. Wastewater Discharge Permitting: New Connections

Any user required to obtain a wastewater discharge permit who proposes to begin or recommence discharging into the Authority's Collection System must obtain such permit prior to the beginning or recommencing of such discharge. An application for this wastewater discharge permit, in accordance with Section 6.5 of this Plan, must be filed at least thirty (30) days prior to the date upon which any discharge will begin or recommence.

6.5. Wastewater Discharge Permit Application Contents

All users required to obtain a wastewater discharge permit must submit a permit application on a form provided by the Authority. The Authority may require all users to submit as part of an application the following information:

A. Identifying information, including the name, address, and phone number of the facility;

B. Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the Authority's Collection System;

C. Number and type of employees, hours of operation, and proposed or actual hours of operation;

D. Each product produced by type, amount, process or processes, and rate of production;

E. Type and amount of raw materials processed (average and maximum per day);

F. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;

G. Time and duration of discharges; and

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

I. An application fee of $300.00 for regular and commercial users and $1,000.00 for significant industrial users, to be paid upon submitting a completed permit application. This fee may be updated by Resolution of the Authority.

J. A statement that the applicant agrees to pay fees and costs for the Authority's monitoring and testing as described in Sections 9 and 15 of the Plan.

K. Such other information that the Authority may request.

L. Incomplete or inaccurate applications will not be processed and will be returned to the user for revision.

6.6. Application Signatories and Certification

All wastewater discharge permit applications and user reports must be signed by an authorized representative of the user and contain a certification statement similar to the following:

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

6.7. Wastewater Discharge Permit Decisions

The Authority will evaluate the data furnished by the user and may require additional information. Within 60 days of receipt of a complete wastewater discharge permit application, the Authority will determine whether or not to issue a wastewater discharge permit. The Authority may deny any application for a wastewater discharge permit.

SECTION 7 - WASTEWATER DISCHARGE PERMIT ISSUANCE PROCESS

7.1. Wastewater Discharge Permit Duration

A wastewater discharge permit shall be issued for a specified time period, not to exceed five (5) years from the effective date of the permit. A wastewater discharge permit may be issued for a period less than five (5) years, at the discretion of the Authority. Each wastewater discharge permit will indicate a specific date upon which it will expire.

7.2. Wastewater Discharge Permit Contents

A wastewater discharge permit shall include such conditions as are reasonably deemed necessary by the Authority to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the Authority's Collection System.

A. Wastewater discharge permits must contain the following conditions:

1) A statement that indicates wastewater discharge permit duration, which in no event shall exceed five (5) years;

2) A statement that the wastewater discharge permit is nontransferable without prior notification to and approval from the Authority, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;

3) Effluent limits based on applicable pretreatment standards, if applicable;

4) Self-monitoring, sampling, reporting, notification, and recordkeeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and

sample type based on Federal, State, and local law; and

5) A statement of applicable civil, criminal, and administrative penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.

B. Wastewater discharge permits may contain, but need not be limited to, the following special conditions:

1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;

2) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the Authority's Collection System;

3) Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges;

4) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the Authority's Collection System;

5) The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the Authority's Collection System;

6) Requirements for installation and maintenance of inspection and sampling facilities and equipment;

7) A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State pretreatment standards, including those which become effective during the term of the wastewater discharge permit; and

8) Other conditions as deemed appropriate by the Authority to ensure compliance with this Plan, and State and Federal laws, rules, and regulations.

7.3. Wastewater Discharge Permit Appeals

Any person, including the user, may petition the Authority to reconsider the terms of a wastewater discharge permit within thirty (30) days of its issuance.

A. Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal.

B. In its petition, the appealing party must indicate the wastewater discharge permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the wastewater discharge permit.

C. The effectiveness of the wastewater discharge permit shall not be stayed pending the appeal.

D. In the event of an appeal, the Authority shall conduct a hearing and decide the appeal as provided by administrative law and procedure. In the event, after hearing and decision, the appealing party wishes to make a further appeal, it may do so by filing an appropriate appeal to the Court of Common Pleas of Lebanon County within thirty (30) days of the final order of the Authority.

7.4. Wastewater Discharge Permit Modification

The Authority may modify the wastewater discharge permit for good cause including, but not limited to, the following:

A. To incorporate any new or revised Federal, State, or local pretreatment standards or requirements;

B. To address significant alterations or additions to the user's operation, processes, or wastewater volume or character since the time of wastewater discharge permit issuance;

C. A change in the Authority's Collection System that requires either a temporary or permanent reduction or elimination of the authorized discharge;

D. Information indicating that the permitted discharge poses a threat to the Authority's collection system, equipment, appurtenances, or Authority personnel;

E. Violation of any terms or conditions of the wastewater discharge permit;

F. Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;

G. Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR §403.13, as amended from time to time;

H. To correct typographical or other errors in the wastewater discharge permit;

I. To reflect a transfer of the facility ownership and/or operation to a new owner/operator; or

J. Any other reasons as the Authority deems necessary.

7.5. Wastewater Discharge Permit Transfer

Wastewater discharge permits may not be reassigned or transferred to a new owner and/or operator, without the express written Consent and Permission of the Authority.

7.6. Wastewater Discharge Permit Revocation

Wastewater discharge permits may be revoked for, but not limited to, the following reasons:

A. Failure to notify the Authority of significant changes to the wastewater prior to the changed discharge;

B. Failure to provide prior notification to the Authority of a changed condition pursuant to Section 8.1 of this Plan;

C. Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;

D. Falsifying self-monitoring reports;

E. Tampering with monitoring equipment;

F. Refusing to allow the Authority timely access to the facility premises and records;

G. Failure to meet effluent limitations;

H. Failure to pay rates, charges and other fees, including surcharges;

I. Failure to meet compliance schedules;

J. Failure to complete a wastewater survey or the wastewater discharge permit application;

K. Failure to provide advance notice of the transfer of business ownership of a permitted facility;

L. Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this Plan; or

M. Any other reasons as the Authority deems necessary.

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

7.7. Wastewater Discharge Permit Renewal

A user with an expiring wastewater discharge permit shall apply for wastewater discharge permit reissuance by submitting a complete permit application, in accordance with Section 6.6 of this Plan, a minimum of sixty (60) days prior to the expiration of the user's existing wastewater discharge permit. A $300.00 renewal fee for regular and commercial users, or a $1,000.00 renewal fee for significant industrial users, together with such other fees and costs incurred by the Authority, shall be submitted along with the completed permit application.

SECTION 8 - REPORTING REQUIREMENTS

8.1. Report of Changed Conditions

Each user must notify the Authority of any planned significant changes to the user's operations or system which might alter the nature, quality or volume of its wastewater at least ninety (90) days before the change.

A. The Authority may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 6.5 of this Plan.

B. The Authority may issue a wastewater discharge permit under Section 6.7 of this Plan or modify an existing wastewater discharge permit under Section 7.4 of this Plan in response to changed conditions or anticipated changed conditions.

C. For purposes of this requirement, significant changes include, but are not limited to, flow increases of ten percent (10%) or greater, and the discharge of any previously unreported pollutants.

8.2. Reports of Potential Problems

A. In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or a slug load, that may cause potential problems for the Authority's Collection System, the user shall immediately telephone and notify the Authority of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume (if known) and corrective actions taken by the user.

B. Within five (5) days following such discharge, the user shall, unless waived by the Authority, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the Authority's Collection System, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed pursuant to this Plan or other applicable law, rule or regulation.

C. Failure to notify the Authority of potential problem discharges shall be deemed a violation of this Plan.

D. A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a discharge described in paragraph A above. Employers shall ensure that all employees, who may cause such a discharge to occur, are advised of the emergency notification procedure.

8.3. Reports from Unpermitted Users

All users not required to obtain a wastewater discharge permit shall provide appropriate reports to the Authority as the Authority may require.

8.4. Notice of Violation/Repeat Sampling and Reporting

If sampling performed by a user indicates a violation, the user must notify the Authority within twenty-four (24) hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Authority within thirty (30) days after becoming aware of the violation. The user is not required to resample if the Authority monitors at the user's facility at least once a month, or if the Authority samples between the user's initial sampling and when the user receives the results of this sampling.

8.5. Notification of the Discharge of Hazardous Waste

The discharge of hazardous waste into the sewer system is prohibited.

8.6. Analytical Requirements

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136, as amended from time to time, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by EPA and the Authority.

8.7. Sample Collection

A. Except as indicated in Section B below, the user must collect wastewater samples using flow proportional composite collection techniques. In the event flow proportional sampling is infeasible, the Authority may authorize the use of time proportional sampling or a minimum of four (4) grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged. In addition, grab samples may be required to show compliance with instantaneous discharge limits.

B. Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic chemicals must be obtained using grab collection techniques.

8.8. Timing

Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United State Postal Service, the date of receipt of the report shall govern.

8.9. Record Keeping

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

SECTION 9 - COMPLIANCE MONITORING

9.1. Right of Entry: Inspection and Sampling

The Authority shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of this Plan, and any permit or order issued hereunder. Users shall allow the Authority ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

A. Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Authority will be permitted to enter without delay for the purposes of performing specific responsibilities.

B. The Authority shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operations.

C. The Authority may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense. All devices used to measure wastewater flow and quality shall be calibrated not less than quarterly to ensure their accuracy and certificates of calibration shall be sent to the Authority.

D. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the Authority and shall not be replaced. The costs of clearing such access shall be borne by the user.

E. Unreasonable delays in allowing the Authority access to the user's premises shall be a violation of this Plan.

9.2. Search Warrants

If the Authority has been refused access to a building, structure or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this Plan, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the Authority designed to verify compliance with this Plan or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the Authority may seek issuance of a search and/or seizure warrant from the Lebanon County Court.

SECTION 10 - CONFIDENTIAL INFORMATION

Information and data on a user obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, and monitoring programs, and from the Authority's inspection and sampling activities shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the Authority, that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets under applicable State law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the Strong Waste Management Plan, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR §2.302, as amended from time to time, will not be recognized as confidential information and will be available to the public without restriction.

SECTION 11 - ADMINISTRATIVE ENFORCEMENT REMEDIES

11.1. Notification of Violation

When the Authority finds that a user has violated (or continues to violate) any provision of this Plan, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Authority may serve upon that user a written Notice of Violation. Within seven (7) days of the receipt of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the user to the Authority. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this section shall limit the authority of the Authority to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

11.2. Consent Orders

The Authority may enter into Consent Orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any user responsible for noncompliance. Such documents will include specific action to be taken by the user to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and

effect as the administrative orders issued pursuant to Sections 11.4 and 11.5 of this Plan and shall be judicially enforceable.

11.3. Show Cause Hearing

The Authority may order a user which has violated or continues to violate any provision of this Plan, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, to appear before the Authority and show cause why the proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the user show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least 10 days prior to the hearing. Such notice may be served on any authorized representative of the user. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the user.

11.4. Compliance Orders

When the Authority finds that a user has violated or continues to violate any provision of this Plan, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Authority may issue an order to the user responsible for the discharge directing that the user come into compliance within fifteen (15) days. If the user does not come into compliance within thirty (30) days, sewer service shall be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders may also contain other requirements to address the noncompliance, including additional self-monitoring, and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a Federal pretreatment standard or requirement, nor does a compliance order relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user.

11.5. Cease and Desist Orders

When the Authority finds that a user has violated (or continues to violate) any provision of this Plan, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, or that the user's past violations are likely to recur, the Authority may issue an order to the user directing it to cease and desist all such violations and directing the user to:

A. Immediately comply with all requirements; and

B. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

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

11.6. Administrative Charges/Penalties.

A. When the Authority finds that a user has violated or continues to violate any provision of this Plan, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Authority may impose a charge on such user in an amount not to exceed $1,000. Such charges shall be assessed on a per violation, per day basis. In the case of monthly or other long-term average discharge limits, charges shall be assessed for each day during the period of violation.

B. Unpaid charges and penalties shall, after fifteen (15) calendar days, be assessed an additional penalty of ten percent (10%) of the unpaid balance, and interest shall accrue thereafter at a rate of one percent (1%) per month. A lien against the user's property will be sought for unpaid charges and penalties.

C. Users desiring to dispute such charges must file a written request for the Authority to reconsider the charge along with full payment of the charge amount within ten (10) days of being notified of the charge. Where a request has merit, the Authority may convene a hearing on the matter. In the event the user's appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the user. The Authority may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine.

D. Issuance of an administrative charge shall not be a bar against, or a prerequisite for, taking any other action against the user.

E. Any user charged with the penalty shall have thirty (30) days to pay the proposed penalty in full, or, if the user wishes to contest either the amount of the penalty or the fact of the violation, the user must file an appeal within thirty (30) days pursuant to 2 Pa. C.S. (relating to administrative law and procedure). Failure to appeal within this period shall result in a waiver of all legal rights to contest the violation or the amount of the penalty. In the event of an appeal, the Authority shall conduct a hearing and decide the appeal as provided by administrative law and procedure. In the event, after hearing and decision, the user wishes to make a further appeal, it may do so by filing an appropriate appeal to the Court of Common Pleas of Lebanon County within thirty (30) days of the final order of Authority.

11.7. Emergency Suspensions

The Authority may immediately suspend a user's discharge (after informal notice to the user) whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The Authority may also immediately suspend a user's discharge (after notice and opportunity to respond) that threatens to interfere with the operation of the Authority's Collection System, or which presents or may present an endangerment to the environment.

A. Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution to the Collection System. In the event of a user's failure to immediately comply voluntarily with the suspension order, the Authority may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the Authority's Collection System, its receiving stream, or endangerment to any individuals. The Authority may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the Authority that the period of endangerment has passed, unless the termination proceedings in Section 11.8 of this Plan are initiated against the user.

B. A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the Authority prior to the date of any show cause or termination hearing under Sections 11.3 and 11.8 of this ordinance.

Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

11.8. Termination of Discharge

In addition to the provisions in Section 6.6 and Section 7.6 of this Plan, any user who violates the following conditions is subject to discharge termination:

A. Violation of wastewater discharge permit conditions;

B. Failure to accurately report the wastewater constituents and characteristics of its discharge;

C. Failure to report significant changes in operations or wastewater volume, constituents and characteristics prior to discharge;

D. Refusal of reasonable access to the user's premises for the purpose of inspection, monitoring or sampling; or

E. Violation of the pretreatment standards in Section 3 of this Plan.

Such user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 11.3 of this Plan why the proposed action should not be taken. Exercise of this option by the Authority shall not be a bar to, or a prerequisite for, taking any other action against the user.

SECTION 12 - JUDICIAL ENFORCEMENT REMEDIES

12.1. Injunctive Relief

When the Authority finds that a user has violated (or continues to violate) any provision of this Plan, a wastewater discharge permit, or order issued hereunder, or any other pretreatment

standard or requirement, the Authority may petition the Lebanon County Court of Common Pleas through the Authority's Solicitor for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirement imposed by this Plan on activities of the user and to recover such surcharges, penalties, costs, and reasonable attorney's fees. The Authority may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

12.2. Civil Penalties

A. Any User who willfully or negligently violates any pretreatment standards and/or requirements may be assessed a civil penalty by the Township or Authority in an amount not to exceed $25,000 per day for each violation, regardless of jurisdictional boundaries. Each violation for each separate day shall constitute a separate and distinct offense under this section.

B. For purposes of this section, a single operational upset which leads to simultaneous violations of more than one pretreatment standard or requirement shall be treated as a single violation as required by the Federal Water Pollution Control Act.

C. In addition to the civil penalty, the Authority may recover the costs for re-establishing the operation of the collection system, pump stations, and appurtenances.

D. The Authority shall include as part of the notice of an assessment of civil penalties a description of the appeals process to be followed, including the name, address, and telephone number of the person responsible for accepting such appeal.

E. The Authority may publicly adopt a formal, written civil penalty assessment policy and make it publicly available. Each user with a wastewater discharge permit shall be given written notice of the policy. In developing the penalty assessment policy, the Authority shall consider damage to air, water, land, or other natural resources of this Commonwealth and their uses; cost of restoration and abatement; savings resulting to the person in consequence of the violation; history of past violations; deterrence of future violations; and other relevant factors.

F. Civil penalties collected pursuant to this act shall be placed in a restricted account and shall only be used by the Authority for the repair of damage and any additional maintenance needed or any additional costs imposed as a result of the violation for which the penalty was imposed, to pay any penalties imposed on the Authority by the Federal or State Government for violation of pretreatment standards, for the costs incurred by the Authority to investigate and take the enforcement action that resulted in a penalty being imposed, for the monitoring of discharges in the pretreatment program and for capital improvements to the

collection system, including sewage collection lines, pump stations, and appurtenances, which may be required by the pretreatment program. Any remaining funds may be used for capital improvements to the collection system, including collection lines, pump stations, and appurtenances.

G. Any user charged with the penalty shall have thirty (30) days to pay the proposed penalty in full, or, if the user wishes to contest either the amount of the penalty or the fact of the violation, the user must file an appeal within thirty (30) days pursuant to 2 Pa. C.S., and as amended, (relating to administrative law and procedure). Failure to appeal within this period shall result in a waiver of all legal rights to contest the violation or the amount of the penalty. In the event of an appeal, the Authority shall conduct a hearing and decide the appeal as provided by administrative law and procedure. In the event, after hearing and decision, the user wishes to make a further appeal, it may do so by filing an appropriate appeal to the Court of Common Pleas of Lebanon County within thirty (30) days of the final order of Authority.

12.3. Criminal Prosecution

A. To the extent permitted by law, a user who violates any provision of this Plan, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction by a court of competent jurisdiction, be guilty of a summary offense and be subject to a fine of not less than $100 and not more than $1,000 per violation, per day.

B. To the extent permitted by law, a user who introduces any substance into the Authority's Collection System which causes death, personal injury, or property damage shall, upon conviction by a court of competent jurisdiction, be guilty of a summary offense and be subject to a fine of not less than $100 and not more than $1,000. This fine shall be in addition to any other cause of action for personal injury or property damage available under State law.

C. To the extent permitted by law, a user who knowingly made any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this Plan, wastewater discharge permit, or order issued hereunder, or who falsified, tampered with, or knowingly rendered inaccurate any monitoring device or method required under this Plan shall, upon summary conviction by a court of competent jurisdiction, be punished by a fine of not less than $100 and not more than $1,000 per violation per day.

12.4. Remedies Nonexclusive

The remedies provided for in this Plan are not exclusive. The Authority may take any, all, or any combination of these actions against a non-compliance user. Enforcement of pretreatment violations will generally be in accordance with this Plan. However, the Authority may take other action against any user when the circumstances warrant. Further, the Authority is empowered to take more than one enforcement action against any non-compliant user. These

actions may be taken concurrently.

SECTION 13 - SUPPLEMENTAL ENFORCEMENT ACTION

13.1. Performance Bonds

The Authority may decline to issue or reissue a wastewater discharge permit to any user who has failed to comply with any provision of this Plan, a previous wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement unless such user first files a satisfactory bond, payable to the Authority, in a sum not to exceed a value determined by the Authority to be necessary to achieve consistent compliance.

13.2. Liability Insurance

The Authority may decline to issue or reissue a wastewater discharge permit to any user who has failed to comply with any provision of this Plan, a previous wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, unless the user first submits proof that it has obtained financial assurances sufficient to restore or repair damage to the Authority's Collection System caused by its discharge.

13.3. Water Supply Severance

Whenever a user has violated or continues to violate any provision of this Plan, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, water service to the user may be severed. Service will only recommence, at the user's expense, after it has satisfactorily demonstrated its ability to comply.

13.4. Informant Rewards

The Authority may pay up to one hundred dollars ($100) for information leading to the discovery of noncompliance by a user. In the event that the information provided results in an administrative or civil charge or penalty levied against the user, the Authority may disperse up to ten percent (10%) of the collected charge or penalty to the informant. However, a single reward payment may not exceed one hundred dollars ($100).

13.5. Contractor Listing

Users which have not achieved compliance with applicable pretreatment standards and requirements are not eligible to receive a contractual award for the sale of goods or services to the Authority. Existing contracts for the sale of goods or services to the Authority held by a user found to be in significant noncompliance with pretreatment standards or requirements may be terminated at the discretion of the Authority.

SECTION 14 - AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS

14.1. Upset

A. For the purposes of this section, "upset" means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

B. An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements of paragraph (C) are met.

C. A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed documentation or other relevant evidence that:

1) An upset occurred, and the user can identify the cause(s) of the upset;

2) The facility was at the time being operated in a prudent and workmanlike manner and in compliance with applicable operation and maintenance procedures; and

3) The user has submitted the following information to the Authority and treatment plant operator within twenty-four (24) hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within five (5) days):

a) A description of the indirect discharge and cause of noncompliance;

b) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and

c) Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

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

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

F. Users shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative

method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

14.2. Prohibited Discharge Standards

A user shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general prohibitions in Section 3.1(A) of this Plan or the specific prohibitions in Section 3.1(B)(3) of this Plan if it can prove that it did not know, or have reason to know that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either: (a) a local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass through or interference; or (b) no local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge.

14.3. Bypass

A. For the purposes of this section:

1) "Bypass" means the intentional diversion of waste streams from any portion of a user's treatment facility.

2) "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to be inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

B. Bypass is prohibited, and the Authority may take an enforcement action against a user for a bypass, unless:

1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgement to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

3) They have notified the Authority immediately upon learning of the bypass.

C. A user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (B) and (D) of this section.

D. A user shall submit oral notice to the Authority of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Authority may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

SECTION 15 – MISCELLANEOUS PROVISIONS

15.1. Pretreatment Charges and Fees

The Authority may adopt reasonable fees for reimbursement of costs of setting up and operating the Authority's Strong Waste Management Program which may include:

A. Fees for wastewater discharge permit applications including the cost of processing such applications;
B. Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a user's discharge, and reviewing monitoring reports submitted by users;
C. Fees for reviewing and responding to accidental discharge procedures and construction;
D. Fees for filing appeals; and
E. Other fees as the Authority may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this Plan and are separate from all other fees, fines, and penalties chargeable by the Authority

All fees may be updated by Resolution of the Authority.

15.2. Severability

If any provision of this Plan is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect.

15.3. Conflicts

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

SECTION 16 – DETERMINATION OF SURCHARGES FOR STRONG WASTES

16.1. Strong Waste Determination

Whenever the Authority Operations staff has reason to think that a user's discharges are exceeding the levels of normal domestic waste, the Authority may require the user to sample

their waste flows, as directed by Authority and at the user's sole cost and expense, to determine the actual levels of the components of the waste being discharged. Normal domestic waste shall be considered as having the following maximum nutrient concentrations*:

A. BOD5 – 250 mg/L.
B. Total Suspended Solids (TSS) – 250 mg/L.
C. Total Phosphorus (TP) – 8 mg/L.
D. Ammonia Nitrogen (NH-3) – 50 mg/L.
E. Fats, Oil and Grease (FOG) – 40 mg/L.
F. Sulfide – 1.0 mg/L.

*These are the maximum allowable nutrient concentrations as of 21 September 2020. In the event applicable federal or state law, including, without limitation, the operating requirements imposed on the Authority's wastewater treatment plants, reduces these concentrations, then they shall automatically adjust to comply with the revised limits, effective the date the reduced limits are imposed on Authority. Any discharges in excess of these limits shall constitute "Strong Waste".

Upon receiving lab results from the user showing concentrations of any of these components of wastewater flow (16.1A.-F.), the Authority may designate the user as a "Significant Industrial User", as defined in Section 2.1.JJJ of this Plan.

16.2. Strong Waste Surcharges

All Significant Industrial Users shall be assessed a surcharge to compensate the Authority for the additional costs required to treat the Strong Waste (a "Strong Waste Surcharge"). Whenever a discharge from a Significant Industrial User is sampled, analyzed, and found to contain BOD, total suspended solids, phosphorus, ammonia-nitrogen, fats, oil and grease and/or sulfide above normal domestic wastewater concentrations, a Strong Waste Surcharge shall be assessed against the user to the extent any of the components of the discharge exceeds that of normal domestic waste.

Strong Waste Surcharges shall be based upon, and calculated by reference to, the Authority's monthly operations and maintenance ("O&M") costs and expenses. The Authority's monthly O&M costs and expenses shall be determined by reference to the actual costs and expenses incurred by the Authority during the preceding calendar year, divided by twelve, or such other period deemed more appropriate by Authority. The cost of treating BOD5, TSS, TP, NH-3, FOG and sulfide shall be separately determined, and weighed, by Authority as part of determining its annual O&M costs and expenses.

All Significant Industrial Users shall provide metered flow readings and certified laboratory results from all required samples of the user's discharges to the Authority's Operations Staff in accordance with the schedule set forth in the user's permit, or otherwise required by the Authority. The Operations Staff shall then determine the monthly loading of each of the preceding components (BOD5, TSS, TP, Nh-3, FOG and sulfide) and compare the extent to which the Significant Industrial User's discharge exceeds normal domestic flow (*i.e.,* to the extent it is Strong Waste) to the total loads for each component received by the wastewater treatment plant accepting the discharge. The Strong Waste Surcharge shall be the percentage

each component of the Strong Waste Discharge bears to the monthly O&M costs for each component of the Strong Waste. By way of example, if the waste water treatment plant treats 100 pounds of phosphorous during a month and a Significant Industrial User discharged 20 pounds of phosphorus in excess of standard domestic waste, then that user would be surcharges for 20% of the monthly O&M cost for treating phosphorous.

16.3. Additional Surcharges

The Strong Waste Surcharges specified in Section 16.2 of this Plan are only with regard to BOD5, TSS, TP, NH-3, FOG and sulfide in excess of those of normal domestic waste. Any waste, other matter or substance containing any one of the prohibited substances listed in Section 3.1 may result in extraordinary laboratory, labor, maintenance and/or treatment expenses to the Authority. In the event of the discharge of any wastes or other matters or substances containing any one of the prohibited substances listed in Section 3.1, or above the limits of Section 3.4 or Section 3.5, the Authority shall charge the user or owner of the property from which such discharge is made an additional surcharge of one thousand dollars ($1,000) for each and every day the discharge occurs. This additional one thousand dollar ($1,000) per day surcharge shall be in addition to the normal sewer rental and/or any Strong Waste Surcharge incurred under Section 16.2 of this Plan. Further, any additional costs incurred by the Authority for maintenance or repairs to the Authority's treatment plant or collection system as a result of a user's discharge may be added to this additional surcharge.

16.4. Method of Payment of Surcharges.

All surcharges shall be paid in accordance with Authority's billing practice. If the property has a water meter and a sewer flow meter, then the water meter reading will be used to determine the user's total wastewater flows. If property only has a sewer meter, then the sewer meter shall be used to determine the wastewater flow. The Authority shall determine the applicable surcharge and mail the invoices monthly following each reading. In addition:

A. The Authority shall cause periodic sampling of the wastewater discharged by each Significant Industrial User in accordance with Section 17.1 of this Plan.
B. If the results of the sample show stronger discharges than detailed in the sampling submitted by the user, then the Authority's random sample(s) shall be the basis for computing the Strong Waste Surcharges detailed in Section 16.2.
C. Invoices for all Strong Waste Surcharges shall be mailed to the user's address specified on the Strong Waste Permit. Failure to receive an invoice as a result of the user providing Authority with an incorrect address, or the failure of the user to update the Authority of a new address, shall not excuse the payment, or extend the time for payment, of the surcharge.

16.5. New Significant Industrial Users.

A New Significant Industrial User is one who connects to the Authority's collection and treatment system after the effective date of this section (21 September 2020). If applicable, Strong Waste Surcharges by a New Significant Industrial User shall begin on the date that user connects to the Authority's system and shall continue indefinitely.

SECTION 17 – MEASUREMENT OF CONCENTRATION OF STRONG WASTE

17.1. Strong Waste Sampling

Strong wastes being discharged into the sewer system shall be subject to sampling and inspection to be used as a basis for determining additional charges due to excessive concentrations of BOD, total suspended solids, phosphorus, ammonia nitrogen, sulfides, fats, oil and greases, and/or substances prohibited in Section 3.1 of this ordinance. Such sampling and inspection shall be made by the Authority as frequently as may be deemed necessary. The analysis of the sample so obtained shall be the basis for computing additional charges in accordance with Section 16.3 of this Plan. The cost of such sampling and testing thereof shall be borne by the User.

The User may request that samples be taken in addition to the samples taken by the Authority. The cost of making this collection and analysis shall be borne by the User.

Samples and the analysis of samples shall be made in accordance with the techniques prescribed in 40 CFR Part 136, and as amended, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by EPA or the Authority.

17.2. Control Manhole

When required by the Authority, the owner of any property discharging strong waste into the sewer system shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the waste. Such manhole, when required, shall be accessible and safely located and shall be constructed in accordance with the Standard Specifications and Details of the Authority. The manhole shall be installed by the property owner, at his expense, and shall be maintained by him so as to be safe and accessible at all times.

SECTION 18 – MEASUREMENT OF VOLUME OF STRONG WASTE

Whenever a person purchasing his entire water supply from a water purveyor discharges only strong waste into the sewer system, the volume of water purchased may be used as a measure of the quantity of strong waste discharged.

Whenever a person purchasing his entire water supply from a water purveyor discharges combined domestic waste and strong waste into the sewer system, the volume of water purchased chargeable as strong waste shall be the total volume of water purchased.

SECTION 19 - ACCESS

The Authority shall have the right of access to any part of any improved property served by the Authority's Collection 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 Authority's Collection System.

SECTION 20 - EFFECTIVE DATE

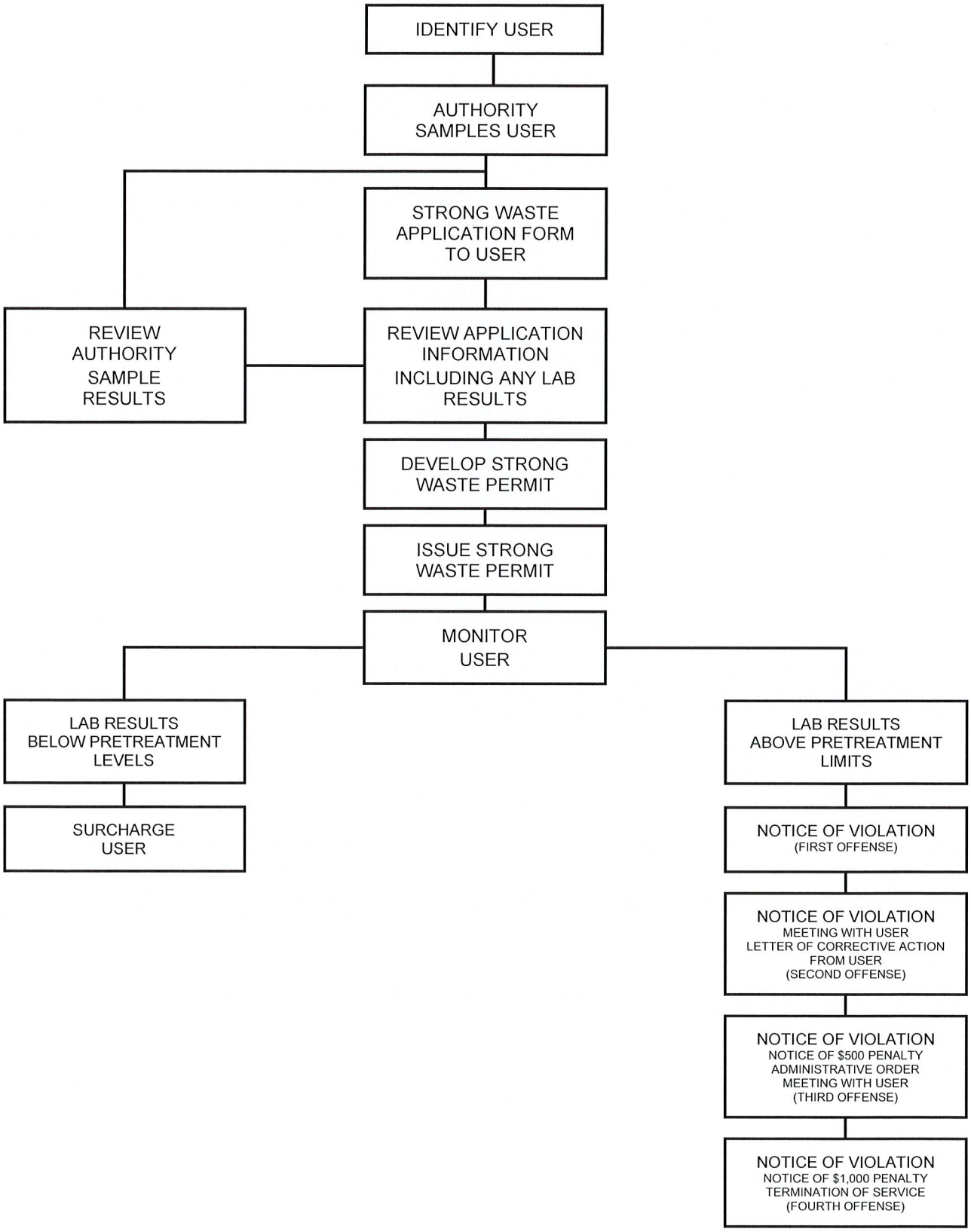
This Plan shall be in full force and effect from and after April 1, 2019.

This Plan may also be amended from time to time by resolution of the Authority.

SECTION 21 - SEVERABILITY

That any plan, or part of plan, conflicting with this Plan be and the same is hereby repealed insofar as the same effects this Plan.

STRONG WASTE MANAGEMENT GUIDANCE DIAGRAM



Strong Waste Management Guidance Diagram

Description

1. Identify the User suspected of discharging strong wastes.

2. Authority sets up sampler and collects samples of User's discharge.

   - Composite Samples - BOD, Total Suspended Solids
     - Phosphorus, Ammonia Nitrogen

   - Grab Samples - Oil and Grease
     - Sulfide

3. Decide if you wish to set up meeting with User prior to receiving lab results.

4. Meet with User

   - Sample results indicate they have strong waste

   - Management Plan gives authority for you to require them to complete an application for strong waste discharge permit

   - They must complete form, sign, and pay application fee

5. Review Authority lab results, application information, and any lab results the User may have from the last two years.

6. Develop a strong waste permit specifically for the User. Design the permit around the sample permit. Require any items that may be of concern to the Authority.

7. Issue Strong Waste Discharge Permit. Be sure application fee has been paid.

8. Conduct monitoring of the User as needed.

   - Monthly, quarterly, twice/year

9. Review Lab Results

   a. Lab results are <u>below</u> pretreatment limits

      - Continue Monitoring and Surcharge Program

   b. Lab results are <u>above</u> pretreatment limits

      - First Offense - Send Notice of Violation (NOV)

- Second Offense (same parameter)
    - NOV
    - Meet with User
    - Letter of Corrective Action from User

- Third Offense (same parameter)
    - NOV
    - Notice of Penalty (NOP) -- $500.00
    - Meeting with User
    - Administrative Order Developed and Issued

- Fourth Offense (same parameter)
    - NOV
    - NOP -- $1,000.00
    - Second Administrative Order specifying service termination date

FREDERICKSBURG SEWER & WATER AUTHORITY
APPLICATION FOR STRONG WASTE DISCHARGE PERMIT

SECTION A - GENERAL INFORMATION

A.1 Company name, mailing address, and telephone number:

_____

_____

_____

Zip Code _____ Telephone No. ( )_____

Fax No. ( )_____

e-mail address _____

A.2 Address of production or manufacturing facility. (If same as above, check [ ].)

_____

_____

Zip Code _____ Telephone No. ( )_____

Fax No. ( )_____

e-mail address _____

A.3 Name, title, and telephone number of person authorized to represent this firm in official dealings with the Authority:

Name _____ Telephone No. ( )_____

Title _____ Fax No. ( )_____

e-mail address _____

A.4 Alternate person to contact concerning information provided herein:

Name _____ Telephone No. ( )_____

Title _____ Fax No. ( )_____

e-mail address _____

Note to Signing Official: In accordance with Title 40 of the Code of Federal Regulations Part 403 Section 403.14, information and data provided in this questionnaire which identifies the nature and frequency of discharge shall be available to the public without restriction. Requests for confidential treatment of other information shall be governed by procedures specified in 40 CFR Part 2. Should a discharge permit be required for your facility, the information in this questionnaire will be used to issue the permit.

This is to be signed by an authorized official of your firm after adequate completion of this form and review of the information by the signing official.

I have personally examined and am familiar with the information submitted in this document and attachments. Based upon my inquiry of those individuals immediately responsible for obtaining the information reported herein, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and/or imprisonment.

_____ _____

Date Signature of Official

(Seal if applicable)

A.5 Provide a brief narrative description of the manufacturing, production, or service activities your firm conducts. (Include flow diagram of the processes and wastewater discharge, if available.)

_____

_____

_____

_____

A.6 Standard Industrial Classification Number(s) (SIC Code) for your facilities, if applicable:

_____ _____ _____ _____ _____ _____ _____ _____

_ _ _ _ _ _ _ _

A.7 This facility discharges the following types of wastes to the sanitary sewer (check all that apply):

		Average gallons per day		
1. [ ]	Domestic wastes (restrooms, employee showers, etc.)	_____	[ ] estimated	[ ] measured
2. [ ]	Cooling water, non-contact	_____	[ ] estimated	[ ] measured
3. [ ]	Boiler/Tower blowdown	_____	[ ] estimated	[ ] measured
4. [ ]	Cooling water, contact	_____	[ ] estimated	[ ] measured
5. [ ]	Process	_____	[ ] estimated	[ ] measured
6. [ ]	Equipment/Facility Washdown	_____	[ ] estimated	[ ] measured
7. [ ]	Air Pollution Control Unit	_____	[ ] estimated	[ ] measured
8. [ ]	Storm water runoff to sewer (i.e. sump pumps)	_____	[ ] estimated	[ ] measured
9. [ ]	Other (describe)	_____	[ ] estimated	[ ] measured
	Total A.7.1 - A.7.9	_____		

A.8 Is a Spill Prevention Control and Response Plan prepared for the facility?

[ ] Yes [ ] No

SECTION B - FACILITY OPERATION CHARACTERISTICS

B.1 Number of employee shifts worked per 24-hour day is _____.
Average number of employees per shift is _____.

B.2 Times of each shift: 1st _____ am 2nd_____ am 3rd_____ pm
to _____ pm to _____ pm to _____ am

Note: The following information in this section must be completed for each product line.

B.3 Principal product produced:

_____

B.4 Any raw materials and process additives used: (NOTE: a separate listing is required in addition to the material safety data sheets.)

_____
_____
_____

B.5 Wastewater discharge is:

[ ] Batch [ ] Continuous [ ] Both _____% batch _____% continuous

Average number of batches per 24-hour day _____

B.6 Hours of discharge: _____ a.m. to _____ p.m. [ ] continuous

B.7 Is production subject to seasonal variation? [ ] Yes [ ] No
If yes, briefly describe seasonal production cycle.

_____
_____
_____

B.8 Are any process changes or expansions planned during the next three years?

[ ] Yes [ ] No

If yes, attach a separate sheet to this form describing the nature of planned changes or expansions.

SECTION C - WASTEWATER INFORMATION

C.1 If your facility employs processes in any of the 35 industrial categories or business activities listed below and any of these processes generate wastewater or waste sludge, place a check beside the category or business activity (check all that apply).

A. Industrial Categories

1. [ ] Adhesives
2. [ ] Aluminum Forming
3. [ ] Asbestos Manufacturer
4. [ ] Battery Manufacturing
5. [ ] Builder's Paper and Board Mill
6. [ ] Canned and Preserved Fruits and Vegetable Processing
7. [ ] Canned and Preserved Seafood Processing
8. [ ] Carbon Black Manufacturing
9. [ ] Cement Manufacturing
10. [ ] Coal Mining
11. [ ] Coil Coating
12. [ ] Copper Forming
13. [ ] Dairy Processing
14. [ ] Electric and Electronic Components
15. [ ] Electroplating
16. [ ] Explosives Manufacturing
17. [ ] Feedlots
18. [ ] Ferroalloy Manufacturer
19. [ ] Fertilizer Manufacturer
20. [ ] Foundries
21. [ ] Glass Manufacturer
22. [ ] Grain Mill
23. [ ] Gum and Wood Chemicals
24. [ ] Hospital
25. [ ] Industrial Laundry
26. [ ] Inorganic Chemicals
27. [ ] Iron and Steel Manufacturer
28. [ ] Leather Tanning and Finishing
29. [ ] Meat Products, Processing Slaughterhouse, Renderer
30. [ ] Mechanical Products
31. [ ] Metal Finishing
32. [ ] Metal Molding and Casting
33. [ ] Mineral Mining and Processing
34. [ ] Nonferrous Metals
35. [ ] Oil and Gas Extraction
36. [ ] Ore Mining
37. [ ] Organic Chemicals
38. [ ] Paint and Ink Manufacturer
39. [ ] Paving and Roofing Materials
40. [ ] Pesticides
41. [ ] Petroleum Refining
42. [ ] Pharmaceuticals
43. [ ] Phosphate Manufacturer
44. [ ] Photographic Supplies
45. [ ] Plastic and Synthetic Material
46. [ ] Plastics Processing
47. [ ] Porcelain Enamel
48. [ ] Printing and Publishing
49. [ ] Pulp and Paper
50. [ ] Rubber
51. [ ] Soaps and Detergents
52. [ ] Steam Electric
53. [ ] Sugar Processing
54. [ ] Textile Mills
55. [ ] Timber
56. [ ] Transportation Equipment Cleaning

B. Other Business Activity

[ ] Auto Service Station
[ ] Beverage Bottler
[ ] Food/Edible Products Processor
[ ] Restaurant
[ ] Warehouse
[ ] Other (describe)

_____

C.2 Pretreatment devices or processes used for treating wastewater or sludge (check as many as appropriate)

[ ] Air flotation
[ ] Centrifuge
[ ] Chemical precipitation
[ ] Chlorination
[ ] Cyclone
[ ] Filtration
[ ] Flow equalization
[ ] Grease or oil separation, type _____
[ ] Grease trap
[ ] Grit removal
[ ] Ion exchange
[ ] Neutralization, pH correction
[ ] Ozonation
[ ] Reverse osmosis
[ ] Screen
[ ] Sedimentation
[ ] Septic tank
[ ] Solvent separation
[ ] Spill protection
[ ] Sump
[ ] Biological treatment, type
_____
[ ] Rainwater diversion or storage
_____
[ ] Other chemical treatment, type
_____
[ ] Other physical treatment, type
_____
[ ] Other, type
_____
[ ] No pretreatment provided

C.3 If any wastewater analyses have been performed on the wastewater discharge(s) from your facilities, attach a copy of the four (4) most recent laboratory results to this questionnaire. Be sure to include the date of the analysis, name of laboratory performing the analysis, and location(s) from which sample(s) were taken (attach sketches, plans, etc., as necessary).

SECTION D - OTHER WASTES

D.1 Are any liquid wastes or sludges from this firm disposed of by means other than discharge to the sewer system?

[ ] Yes [ ] No

If "no", skip remainder of Section D.
If "yes", complete items 2 through 4.

D.2 These wastes may best be described as:

[ ] Acids and Alkalies _____
[ ] Heavy Metal Sludges _____
[ ] Inks/Dyes _____
[ ] Oil and/or Grease _____
[ ] Organic Compounds _____
[ ] Paints _____
[ ] Pesticides _____
[ ] Plating Wastes _____
[ ] Pretreatment Sludges _____
[ ] Solvents/Thinners _____
[ ] Other Hazardous Wastes (specify) _____

_____ _____
_____ _____

[ ] Other wastes (specify)

_____ _____
_____ _____

D.3 Provide name, address, and phone number of hauler(s), if used.

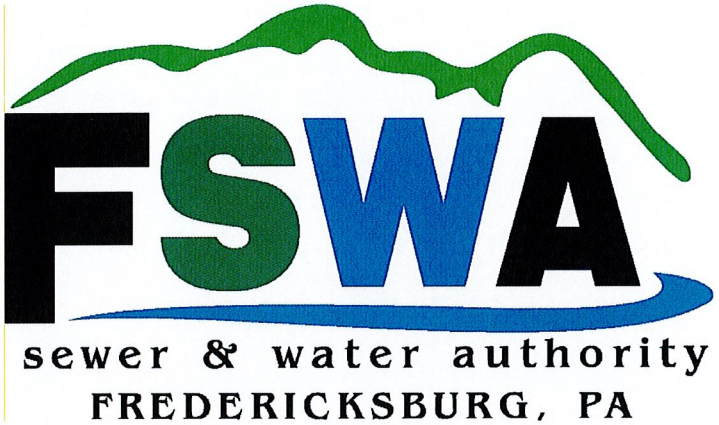
_____
_____
_____
_____

D.4 For the above checked wastes, does your company practice:

[ ] On-site storage
[ ] Off-site storage
[ ] On-site disposal
[ ] Off-site disposal

Briefly describe the method(s) of storage or disposal checked above.

Note:All fees and costs accrued by the Authority in reviewing this application and renewal permit shall be paid by the Owner as stated in Section 15.1.E.



Strong Waste Discharge Permit

For

(CUSTOMER)
(PLANT ADDRESS)
FREDERICKSBURG, PA 17026

STRONG WASTE DISCHARGE PERMIT

Permit Number SWP20XX-YYY

In accordance with the provisions of Section 7 of the Fredericksburg Sewer & Water Authority (FSWA) Strong Waste Management Plan,

(CUSTOMER – FACILITY)
(Facility Address)
Fredericksburg, PA 17026

(the Permittee) is hereby authorized to discharge wastewater from the above-identified facility through its pump station/pretreatment plant identified herein into the FSWA sewer system in accordance with the conditions set forth in this permit. Compliance with this permit does not relieve the permittee of its obligation to comply with any or all applicable pretreatment regulations, standards, or requirements under local, state, and Federal laws, including any such regulations, standards, requirements, or laws that may become effective during the term of this permit.

Non-compliance with any term or condition of this permit shall constitute a violation of the FSWA Strong Waste Management Plan.

This permit shall become **effective** January 1, 20XX and shall expire at midnight on December 31, 20ZZ.

If the permittee wishes to continue to discharge after the expiration date of this permit, a new application must be filed for a renewal permit in accordance with the requirements of Section 7.7, prior to July 12, 20ZZ.

THE FREDERICKSBURG SEWER & WATER AUTHORITY HEREBY ISSUES THE ABOVE PERMIT ON THE CONDITIONS SPECIFIED ABOVE.

_____ _____
Date Fredericksburg Sewer & Water Authority Representative

(CUSTOMER) HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES TO ABIDE BY THE ABOVE PERMIT ON THE CONDITIONS SPECIFIED ABOVE.

_____ _____
Date Customer Representative

PART 1 - EFFLUENT LIMITATIONS

A. The Permittee is authorized to discharge wastewater to the FSWA sewer system through its lateral located _____.

B. The discharge shall not exceed the following effluent limitations. Effluent at this discharge point consists of _____, as described in the Permittee's application for a wastewater discharge permit.

C. **Effluent Limitations**

Parameter	Surcharge Limit (mg/L)
Flow	As per Contract[1]
BOD_5	250
Total Suspended Solids	250
Fats, Oil and Grease	40
Ammonia Nitrogen	50
Phosphorus	8
Sulfide	Not Used
Temperature	Not Used
pH	Not Used

PART 2 - SELF-MONITORING REQUIREMENTS

A. The Permittee shall monitor their discharge for the following parameters, at the indicated frequency:

Parameter	Measurement Location	Frequency	Sample Type
Flow (gpd)	See Note 1	Daily	Water or Flow Meter
PH	See Note 1	See Note 2	Grab
Temperature	See Note 1	See Note 3	Grab
BOD_5	See Note 1	Weekly	24-hr comp.
TSS	See Note 1	Weekly	24-hr comp.
Total P	See Note 1	Weekly	24-hr comp.
NH_3-N	See Note 1	Weekly	24-hr comp.
Fats, Oil and Grease	See Note 1	Weekly	Grab
Sulfide	See Note 1	As Required	Grab

(1) The sample location will be _____. See the attached Exhibit.

---

1 See Special Condition Number 1

(2) Continuous monitoring of pH is preferred. However, the pH must be checked each calendar day at the same time prior to the initial discharge of that day.

(3) Continuous monitoring is preferred. However, pre-approved temperature monitoring of water used in the equipment washdown may also be acceptable.

B. All handling and preservation of collected samples and laboratory analyses of samples shall be performed in accordance with 40 CFR Part 136 and amendments thereto.

C. The permittee shall not discharge any wastewater containing any of the following substances:

1. Fats, wax, grease, or oils of petroleum origin, whether emulsified or not, non-biodegradable cutting oil or mineral oil, exceeding 60 mg/L, or containing substances which may solidify or become viscous at temperatures between 32°F (0°C) and 140°F (60°C).

2. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquids, solids, or gases with a closed-cup flashpoint of 140°F (60°C).

3. Any effluent having a temperature higher than 104°F (40°C).

4. Any ashes, hair, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, down, eggshells, tar, plastics, wood paunch, manure, or any other solid or viscous substances greater than one-half inch (1/2") in any dimension capable of causing obstructions or other interferences with the proper operation of the sewer system; and

5. Any pollutant, including oxygen demanding pollutants (BOD, etc.) at a flow rate and/or concentration which will cause the pollutants to interfere with the operation of the FSWA Collection System. For the purposes of this section, the term "interference" has the same definition as it appears in the Fredericksburg Sewer & Water Authority Strong Waste Management Plan Section 2.

D. The wastewater that is discharged into the FSWA sewer system shall comply with all other applicable laws, regulations, standards, and requirements contained in the FSWA Strong Waste Management Plan, any applicable state and Federal pretreatment laws, regulations, standards, and requirements including any such laws, regulations, standards, or requirements that may become effective during the term of this permit.

PART 3 - REPORTING REQUIREMENTS

A. Monthly monitoring reports shall be submitted to the FSWA by the fifteenth of the following month. The reporting form shall be provided by the FSWA in a Microsoft Excel spreadsheet format. The monthly reports shall contain the following

information, if applicable in Part 1.C. above:

Daily Flow
Total Monthly Flow
pH Monitoring
Temperature Monitoring
All Sampling Results

B. If the Permittee monitors any pollutant more frequently than required by this permit, using test procedures prescribed in 40 CFR Part 136 or amendments thereto, or otherwise approved by EPA or as specified in this permit, the results of such monitoring shall be included in the monthly report that is submitted to the FSWA.

C. If required by the FSWA, the Permittee shall provide the FSWA Operator with either PDF copies of the test lab reports or electronic access to the lab reports. If the chosen method is to provide PDF copies of the reports, they shall be emailed to SWLabReports@fswaonline.net.

D. Accidental or Slug Discharge Report

1. The Permittee shall notify the FSWA personnel immediately upon the occurrence of an accidental discharge of substances prohibited by Section 3 of the FSWA Strong Waste Management Plan, or any slug loads or spills that may enter the public sewer. The following notification should be made in the event of such discharge:

Emergency Notification

Fredericksburg Sewer & Water Authority
7:30 a.m. - 4:00 p.m. (M-F): call FSWA WWTP Plant: (717) 865-0774
During Non-Business Hours: call (717) 304-1061
If no answer, leave a message indicating the cause of the emergency and a return phone number.

2. The notification shall include:

a) Location of discharge
b) Date and time
c) Type of waste
d) Concentration and volume
e) Corrective action taken

3. The Permittee's notification of accidental releases in accordance with this section does not relieve it of other reporting requirements, or sanctions, that arise under local, state, or Federal laws.

4. Within five days following an accidental or slug discharge, the Permittee shall submit to the FSWA a detailed written report. The report shall specify:

a) Description and cause of the upset, slug load or accidental discharge, the cause thereof, and the impact on the Permittee's compliance status. The description should also include the location of the discharge, type, concentration, and volume of waste.

b) Duration of non-compliance, including the exact dates and times of non-compliance and, if the non-compliance is continuing, the time by which compliance is reasonably expected to occur.

c) All steps taken or to be taken to reduce, eliminate, and/or prevent recurrence of such an upset, slug load, accidental discharge, or other conditions of non-compliance.

E. All reports required by this permit shall be emailed to the FSWA Chief of Wastewater Operations at SWLabResults@fswaonline.net.

PART 4 - STANDARD CONDITIONS

A. All conditions and requirements of the FSWA Strong Waste Management Plan shall be followed.

B. Except as otherwise provided, none of the substances prohibited by Section 3 of the FSWA Strong Waste Management Plan shall be discharged to the sanitary sewer system.

C. In accordance with Section 8.1 of the Strong Waste Management Plan, the permittee shall notify the FSWA prior to any contemplated change in the method of plant operation or other factor which will alter the amount or type of waste being discharged into the sanitary sewer system.

E. In accordance with Section 9 of the Strong Waste Management Plan, the FSWA or their representative shall be allowed access, at all reasonable times, to all parts of the premises for the purpose of inspection, sampling, records examination, or in the performance of their duties. All records relating to the discharge of strong waste shall be retained for a period of three (3) years.

F. The permittee shall be subject to all penalties provided for in Sections 11 and 12 of the Strong Waste Management Plan.

G. The permittee shall be subject to additional charges for industrial wastes as specified in Section 16 of the Strong Waste Management Plan.

H. Waste discharges of the permittee shall be subject to periodic sampling and inspection in accordance with Section 17 of the Strong Waste Management Plan.

I. This permit shall not be reassigned, transferred, or sold to a new owner, new User, different premises, or a new or changed operation without the approval of the FSWA. Any approved succeeding owner or User shall comply with the terms and conditions of the existing permit.

J. The FSWA shall have the right to modify this permit, or adopt, from time to time, rules and regulations in this permit as it shall deem necessary and proper in order to comply with Federal, state, or local pretreatment laws, regulations, or standards.

K. Enforcement of the Strong Waste Management Plan shall follow the guidelines as specified in the Strong Waste Management Guidance Manual. The Guidance Manual may be found on the FSWA website in the Rules and Regulations at www.fswaonline.net.

L. This permit may be revoked or suspended for, but not limited to, conditions listed in Sections 7.6 and 11.7 of the Strong Waste Management Plan.

PART 5 - SPECIAL CONDITIONS

A. The flow to the FSWA sewer system shall not exceed flows as prescribed in the appropriate Sewer Capacity Agreement and any subsequent Addenda.

B. The FSWA reserves the right to amend this permit with 30 days written notice to the permittee.

PART 6 – US ENVIRONMENTAL PROTECTION AGENCY (EPA) REQUIREMENTS

A. Permittee meets the definition of a Significant Industrial User as established by the US EPA. as are marked below:
Four criteria that define a Significant Industrial User (SIU):

_____ is subject to categorical pretreatment standards (CIUs) under 40 CFR Part 403.6 (PDF)(7 pp, 236 K) and 40 CFR chapter I, subchapter N, except those designated as NSCIUs; or
_____ discharges an average of 25,000 gallons per day or more of process wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blowdown wastewater); or
_____ contributes a process waste stream that makes up five percent or more of the average dry-weather hydraulic or organic capacity of the POTW treatment plant; or
_____ is designated as such by the POTW on the basis that the IU has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement [in accordance with 40 CFR Part 403.8(f)(6)] (PDF)(7 pp, 232 K).

B. As such, permittee (SIU) shall comply with additional requirements in the federal regulations that include, but are not limited to the following:

1. Conduct required self-monitoring and submit periodic compliance reports every six months according to the reporting requirements for

IUs not subject to categorical pretreatment standards (40 CFR Part 403.12(h)) (PDF)(10 pp, 216 K).

2. Ensure that self-monitoring meets applicable sample collection and analysis requirements (40 CFR Part 403.12(g)) (PDF)(10 pp, 216 K).
3. Ensure that reports meet applicable signatory and certification requirements (40 CFR Part 403.12(l)) (PDF)(10 pp, 216 K).
4. Develop and implement a slug control plan, if required by the control authority (FSWA) (40 CFR Part 403.8(f)(2)(vi)) (PDF)(7 pp, 232 K).

C. Permittee is advised that these US EPA regulations prescribe significant sanctions and penalties for failure to comply with the listed regulations, and for any detrimental impacts to the FSWA WWTP and associated discharge to the waters of the United States. Permittee will be responsible and liable for any WWTP upsets and discharge violations and associated fines incurred by the FSWA which are determined to have been caused by the permittee contrary to terms of this Permit of the listed federal regulations.

D. Permittee is further advised that ongoing or repeated failures to comply with all applicable regulations may result in the termination of this permit by the FSWA and the applicant's permission to discharge to the FSWA's WWTP.

END OF PERMIT

NOTICE OF VIOLATION

DATE ISSUED: _____

INDUSTRY: _____ **PERMIT NUMBER:** _____

ADDRESS: _____

_____

DATE(S) OF VIOLATION: _____

_____

_____

TYPE OF VIOLATION: _____

_____

_____

COMMENTS: _____

_____

_____

_____

_____

Authority Representative
WW1098-01

NOTICE OF PENALTY

DATE ISSUED: _____

INDUSTRY: _____ **PERMIT NUMBER:** _____

ADDRESS _____

_____

DATE(S) OF VIOLATION: _____

_____

_____

TYPE OF VIOLATION	PENALTY AMOUNT

TOTAL PENALTY AMOUNT: _____

NOTE: Please make check payable to the Fredericksburg Sewer & Water Authority. Please sign and return with payment.

If this penalty is not paid within 30 days, the Fredericksburg Sewer & Water Authority will pursue further enforcement action.

_____ _____

Signature Date

_____

Print Name
Company Representative

CONSENT ORDER

DATE ISSUED _____

INDUSTRY _____ **PERMIT NUMBER** _____

ADDRESS _____

_____

Whereas, the Fredericksburg Sewer & Water Authority pursuant to the powers, duties, and responsibilities vested in and imposed upon them by the Authority's Strong Waste Management Plan, has conducted ongoing monitoring of_____, and has determined that:

1) The Fredericksburg Sewer & Water Authority owns and operates a collection system and which is adversely affected by strong wastes, and has decided to implement a strong waste management program to control such discharges;

2) _____, has had excursions of sulfide above pretreatment limits in its wastewater discharge;

3) _____, has been having difficulty meeting the pretreatment limits for sulfide;

4) Therefore, to ensure that _____, is brought into compliance with its permit limits at the earliest possible date, **IT IS HEREBY AGREED, BETWEEN _____, AND THE FREDERICKSBURG SEWER & WATER AUTHORITY, THAT_____, SHALL**:

   a) By _____, begin submitting weekly sample results for samples collected on a daily basis and analyzed for _____ for a period of thirty days or until compliance with permit limits is achieved. All of these lab results shall be submitted to the Fredericksburg Sewer & Water Authority;

   b) By _____, submit a progress report to the Authority describing the actions that have been made to achieve compliance;

   c) By _____, achieve compliance with the limits set forth in its Strong Waste Discharge Permit and

submit a plan to the Authority as to what actions will be maintained in order to keep its facility in compliance;

d) In the event that _____, fails to comply with any of the deadlines set forth in the Consent Order,_____, shall within three (3) working days after the expiration of the deadline, notify the Authority in writing. This notice shall describe the reasons for _____ failure to comply, the additional amount of time needed to complete the remaining work, and the steps to be taken to avoid future delays. This notification in no way excuses _____, from its responsibility to meet any later milestones required by this Consent Order;

e) Compliance with the terms and conditions of this Consent Order shall not be construed to relieve _____, of its obligation to comply with its strong waste discharge permit which remains in full force and effect;

f) Nothing in this Consent Order shall be construed to limit the Authority's ability to issue any other orders or take any other action which it deems necessary to protect the wastewater collection system, the environment, or the public health and safety.

SIGNATORIES

FOR _____
(permittee)

_____
(Date)

_____
Name & Title

FOR FREDERICKSBURG SEWER & WATER AUTHORITY

_____ _____
Name & Title (Date)

FREDERICKSBURG SEWER & WATER AUTHORITY
STRONG WASTE SURCHARGE BILLING SUMMARY

YEAR _____MONTH_____, QUARTER _____

BILLING DATE:

Wastewater flow information is provided by the Authority.

Facility Name	Permit Number	Quarterly Flow (Gallons)	Surcharge Bill

_____
(permittee)

_____MONTH/QUARTER_____

STRONG WASTE SURCHARGE CALCULATION

Sample Date	Oil and Grease	BOD	Total Suspended Solids	Ammonia Nitrogen	Phosphorus	Sulfide

DOLLAR AMOUNTS BELOW ARE EXAMPLES ONLY – ACTUAL COSTS TO BE INSERTED

* Oil and Grease and/or Sulfide Violations ($300 per violation)	=	$600.00
Monitoring Charge (includes sampling, inspection visits, reports)	=	125.00
Lab Fees	=	350.00
		$1,075.00
** Strong Waste Surcharge Applies		
BOD Surcharge: (3 Samples) ($20.00)	=	$ 60.00
TSS Surcharge: (3 Samples) ($20.00)	=	60.00
NH_3-N Surcharge: (2 Samples) ($20.00)	=	40.00
Phosphorus Surcharge: (No Samples) ($20.00)	=	0.00
Sulfide Surcharge: (1 Sample) ($50.00)	=	50.00
Oil and Grease Surcharge: (1 Sample) ($50.00)	=	50.00
		$ 260.00

SECTION III: CONDITIONS OF WATER SERVICE.

A. Application for Service.

1. An application shall be submitted by the Property Owner for each Property for which service is requested. The Property Owner shall carefully read the Authority's policy governing water service, metering and other charges and conditions of service. The Property Owner shall sign the Authority's form indicating that he has read, understands and agrees to be bound by same in consideration of the Authority agreeing to process the Application or provide water service. Application to the Authority for a permit to connect to the water system shall be made on the Authority's current application form, a copy of which is attached hereto in the appendix.

2. Upon approval of the application by Authority, the application, together with these Rules and Regulations and the rate schedule, as altered or amended from time to time, shall constitute the entire contract between the Property Owner and Authority.

3. The application will not be approved until the Authority receives full payment of all applicable service connection charges, tapping fees, and other charges as duly adopted by the Authority from time to time.

4. No person other than the Property Owner, including, without limitation, a tenant, may file an application for water service unless the Authority agrees, in writing, to allow the tenant or other person to do so.

5. The Authority may, at its sole option and discretion, waive the filing of an application.

6. If Authority allows an application to be filed by anyone other than the Property Owner, the Property Owner shall cosign the application and guarantee payment for all water service, including, without limitation, metered rates and other fees and charges set forth herein.

7. The fact that an application may not exist, or may not be signed by the Property Owner, shall not relieve the Property Owner of his responsibility for ultimate payment of all water service bills and related charges.

8. Separate water service applications shall be made for the greater of:

a.) each Building or Structure under one roof, owned or leased by one party, and occupied as one residence or business;

b.) each combination of Structures in one common enclosure, owned or leased by one party and occupied by one family or business;

c.) each side of a duplex Structure having a solid vertical partition wall;

d.) each side or part of a Structure occupied by one family or business, even though the kitchen, bath, or other fixtures are used in common;

e.) each Structure containing apartments, business establishments, offices, or suites of offices located in a complex of such apartments, business establishments, offices, suites of offices, or combinations thereof.

f.) each fire service connection, whether public or private; or

g.) such other cases as the Authority shall deem proper and advisable.

B. Authority's Water Service Lines.

1. Upon approval of the water service application and payment of all applicable charges, the Authority's Water Service Line, of a size and at a location determined by the Authority, will be installed and maintained by the Authority at its own expense as an integral part of its supply system and will remain under its exclusive control. Where the Property Owner requests a Water Service Line larger than that deemed necessary by the Authority, the Authority will install the larger Water Service Line provided the Property Owner pays the additional cost for the larger Water Service Line, including, without limitation, a charge for the additional cost or expense of maintaining same.

2. All Authority Water Service Lines shall be constructed and installed as per the specifications and standard details which are attached as part of these Rules and Regulations, as altered or amended from time to time.

3. Any temporary or emergency feature of an Authority's Water Service Line requested by the Property Owner shall be at the expense of the Property Owner. If a Property Owner desires to have a Water Service Line installed to the curb line of a vacant lot in advance of improvements, and where there is no present demand for water, the Property Owner shall pay the cost of installing the Water Service Line and shall enter into an extender's agreement with Authority as a condition of receiving such service.

4. When a Property Owner desires to have a Water Service Line installed in order to secure a temporary water supply for a trailer or trailers, the Authority may agree to install a Water Service Line, provided the Property Owner pays the cost of installing the Water Service Line and enters into an extender's agreement with Authority as a condition of receiving such service.

5. No Water Service Line will be installed in existing streets or where existing infrastructure will have to be disturbed if prohibited by municipal or state regulations, or, if in the judgment of the Authority, working conditions are unreasonable due, without limitation, to weather.

6. Where repair or replacement of an existing Water Service Line is determined to be necessary, the Authority, at its own expense, will repair or replace the Water Service Line in the same location as the existing Water Service Line.

7. When a Property Owner desires to relocate or change the size of an existing Water Service Line and the Water Service Line is not damaged or deteriorated, the Property Owner shall pay the entire cost of relocating or changing the size of the Water Service Line and, as a condition of doing so, shall enter into an extender's agreement with Authority.

8. The water mains and Water Service Lines of the Authority are under the exclusive control of the Authority. No person, other than the Authority's authorized representatives, shall disturb, tap, change, obstruct access to, or interfere with them, in any way, at any time, for any reason.

9. No Person, unless specifically authorized to do so, shall open or close any of the Authority's curb stops, stop cocks or valves in any public or private line.

10. Separate Water Service Lines shall be installed for normal domestic water service and fire protection service, unless a combined Water Service Line is approved by the Authority, in writing.

11. Authority's Water Service Lines will not be installed on private property unless the Property Owner provides a duly recorded, written easement granting permission for the Authority to install and maintain the Water Service Line, the form and substance of the easement to be acceptable to the Authority's Solicitor. The Property Owner shall bear the entire cost of preparing and recording the easement.

12. Authority's Water Service Lines shall not: (a) occupy the same trench with, or be placed within eighteen (18) inches of any sewer pipe or any facility of any public service company, except that a common trench may be ledged for the service; or (b) be placed within three (3) feet of any open excavation, vault, or storm sewer pipe, unless otherwise approved by Authority.

C. Consumer's Water Service Lines.

1. Each Consumer's Water Service Line shall be installed and maintained by or on behalf of such Consumer/Property Owner at his sole cost and expense. If Authority discovers leaks or other defects, including, without limitation, non-compliance with these Rules and Regulations, on a Consumer's Water Service Line, the Property Owner shall immediately repair the same. Failure to repair leaking Water Service Lines within ninety-six (96) hours of notice shall be grounds for Authority to shut off service through the line until such time as satisfactory repairs are completed.

2. Consumer's Water Service Lines shall be at a location approved by the Authority and shall be constructed and installed as per the specifications and standard details which are attached as part of these Rules and Regulations, as altered or amended from time to time.

3. Whenever a Consumer's Water Service Line is found to leak or otherwise be defective and is constructed or composed of material other than that approved by the Authority, such pipe shall be replaced with the approved pipe at the expense of the Property Owner.

4. The Consumer's Water Service Line shall not: (a) occupy the same trench with, or be placed within eighteen (18) inches of, any sewer pipe or any facility of any public service company, except that a common trench may be ledged for the service if approved by the Authority; or (b) be placed within three (3) feet of any open excavation or vault; or (c) pass through any property other than those served by such Consumer's Water Service Line, unless otherwise approved by Authority.

5. All Consumers' Water Service Lines shall be inspected and approved by the Authority before back-filling of the trench.

6. No one Consumer's Water Service Line shall supply water to more than one Property; and where a building originally built as a single building and fitted with one service pipe, has been or may hereafter be subdivided, each separate division so made, must have its own separate Water Service Line from the curb stops at the termination of the Authority's Water Service Line.

7. Where more than one Property Owner is supplied through one Consumer's Water Service Line, a violation of these Rules and Regulations by any such Property Owner shall be deemed a violation by all such Property Owners, but water service to the Property shall not be discontinued until the expiration of a reasonable time for the installation of a separate Consumer's Service Line for each Property Owner after notice by the Authority to all such Property Owners of the violation of these Rules and Regulations. The Authority, at the expense of the offending Owner, will install a sufficient number of separate curb stops at the termination of the Authority's Water Service Line to permit the installation of a separate Consumer's Water Service Line for each Property Owner. The Authority may, at its election, install one Water Service Line for, and permit the use of one Consumer's Water Service Line by, all such Property Owners other than the Property Owner who shall have violated these Rules and Regulations.

8. If no water main exists to serve a property being created by subdivision, and if the Authority determines that it is not economically feasible to extend a water main to the property being subdivided, the Authority may agree to allow the subdivided property to be served through the original property conditioned upon the approval by the Authority of a right-of-way agreement duly recorded as part of the subdivision plan.

9. The size of the Consumer's Water Service Line shall be established by the Consumer, subject to Authority review and approval. Authority assumes no responsibility for adequacy of the Consumer's Water Service Line to meet the Property Owner's needs, actual or anticipated.

D. Use of Service.

1. The Property Owner shall neither use, nor permit the use of, water service provided by Authority for any other purpose, or at any other place, than stated in his application for water service without the prior, written consent of Authority. Water may be supplied without such written consent in order to temporarily relieve Property Owners having frozen or broken pipes or whose supply may be cut off by similar emergencies. Water service not supplied by the Authority shall not be connected or cross-connected with the Authority's facilities, except as permitted, in writing, by Authority and DEP, Title 25, Chapter 109, Section 109.71, as amended or supplemented.

2. A Property Owner shall not, without the written consent of Authority, resell or give away the water service supplied or made available to him.

3. Every Property Owner will be supplied water through a separate metered service connection unless the Authority grants an exception.

4. No Property Owner shall use water at such rates or in such a manner that will cause flow or pressure surges to occur in the water system. If disturbances of flow or pressure result from the Property Owner's manner of water use, he shall immediately make modifications to his plumbing system to eliminate these disturbances.

5. No Property Owner shall, without the written consent of the Authority, connect to the following:

a.) Any device that may cause water hammer.

b.) Any booster pump, boiler plant, or boiler pump having an unprotected connection.

E. Temporary Service.

1. A supply of water for construction or other such purposes, except on Properties already receiving metered water service, shall be applied for by the Property Owner.

2. Water service may be provided on a temporary basis for special conditions which do not fall under the classification of permanent or standby service. Each case shall be reviewed on an individual basis and service shall be at the discretion of the Authority.

3. Applicants for temporary use of water shall submit a written application to the Authority for approval. The application shall be accompanied by a deposit in an amount determined from time to time by Authority, but not less than fifty percent (50%) of the anticipated cost of the water determined in accordance with Authority's then prevailing rates.

4. All estimated costs for installing and dismantling Authority service connections shall be paid for by the Property Owner in advance.

5. Temporary water service may be metered, at the option of the Authority. The Authority will install and remove the meter, and all costs shall be paid by the Property Owner.

6. If water is used where a meter is not installed, the Authority shall establish the charge for water service from the date of initial use to the date of meter installation or termination of use.

F. Meters and Metered Service.

1. The Authority will own, control, install, and maintain all service meters one inch (1") or less in size at its expense, except that repairs to or replacements of a meter made necessary by reason of damage thereto caused by freezing, hot water or willful or negligent act or omission to act by a Property Owner, will be made by the Authority at the expense of such Property Owner. Larger meters shall be paid for and maintained by the Property Owner. All meters shall be replaced upon the end of their serviceable life as set forth in the guidelines promulgated by the American Water Works Association, as amended.

2. The Authority will determine the style and size of meter to be installed and the location thereof. The Authority shall have the right to install the meter at the curb stop or at any point on the Consumer's Water Service Line. At the request of the Authority, the Property Owner shall furnish and maintain a meter housing of a type and material approved by the Authority. Generally any building more than one hundred forty-nine (149) feet from the water line shall be required to have a meter box at the right-of-way line, unless approved otherwise by the Authority.

3. All meters shall be radio read and compatible with the Authority's radio read software. If located outside, at Authority's request, the meter shall be placed inside a weatherproof meter pit that is always accessible by Authority staff, which shall contain both the radio read meter and a shut off valve which can be used in the event of an emergency to shut off service to the Premises. Further, all meters are to be set in accordance with the following regulations:

a.) For meters five eighths (5/8) inch to two (2) inches:

(1.) A brass gate or ball valve shall be placed in the service pipe at the expense of the Property Owner. The valve shall be within the walls of the building supplied and be so located as to drain all of the pipes in the building, as well as the meter, thus enabling the property owner to turn off the water in the case of leaks and to drain the pipes to prevent freezing.

(2.) The foregoing is followed by a meter and necessary couplings furnished and installed by the Authority.

(3.) A backflow preventer of a type approved by the Authority must be placed on the outlet side of the meter. The Authority will supply backflow preventers for meters up to one (1) inch. Backflow preventers for meters larger than one (1) inch shall be supplied by the Property Owner at his expense.

(4.) A WATTS dual check backflow preventer shall be placed on the outlet side of the meter when installation is on property that has a well. The backflow preventer shall be supplied by the Property Owner at his expense.

b.) Meters larger than two (2) inches shall be set in similar manner as the five-eighths (5/8) inch to two (2) inch meters, except that iron body brass mounted gate valves may be used in place of brass gate or ball valves.

c.) A valve bypass, as approved by the Authority, shall be provided by the Property Owner and at his expense, on all meter settings larger than two (2) inches. As a general rule, the bypass should be one-half (2) the service size, or a minimum of two (2) inches.

4. Where two (2) or more structures or two (2) or more families or establishments in a single structure are supplied by a single service line, with the approval of the Authority, the Property Owner shall arrange the several house connections or the plumbing in such a way that a

separate stop and waste cock can be placed upon the supply line of each of said structures, families, or establishments, so that any portion of the same which may be separately occupied, can be drained or metered without interfering with the supply of other occupants.

5. No Property Owner shall remove or tamper with the meter installation or permit any other person except an authorized employee of the Authority to do so. When a meter seal or seal wire has been tampered with or broken or the meter has been removed by an unauthorized person, the Authority may remove, test, reset, reseal, and reinstall the meter at the expense of the Property Owner.

6. The meter will be tested upon written request of the Property Owner. Each request for the test of a meter for accuracy shall be accompanied by a deposit, the amount of which shall be established from time to time by Authority, but not less than $25.00 plus the actual cost of any third-party charges. If the meter so tested shall be found to have an error in registration of less than four percent (4%), the deposit shall be retained by the Authority as compensation for such test; if the error in registration is found to be four percent (4%), or more, then the cost of the test shall be borne by the Authority and the amount of the deposit shall be returned to the Property Owner. If a meter is found to be inaccurate, an adjustment will be made for the current billing period only, based on test results or on the recorded consumption for the same billing period during the prior year. If there is compelling evidence acceptable to the Authority to establish the date of inaccuracy, the adjustment will be made from that date.

7. When a meter is installed outside a structure, it shall be placed in an approved meter box or vault/pit complete with approved lid, stops or valves, with drains, all provided at the Property Owner's expense. It shall be the Property Owner's responsibility to maintain their meter pit according to Authority standards.

8. The Authority may require any Property Owner with a Water Service Line greater than two inches (2") in diameter to install and maintain a compound meter.

9. The Authority may require any Property Owner who uses, or is projected to use, more than 30,000 gallons of water during any thirty (30) day period to install and maintain at the Property receiving water service all equipment necessary to integrate the Property into the Authority's SCADA system.

G. Backflow Prevention Devices.

1. Section 109.709 of the Pennsylvania Department of Environmental Protection (DEP) Rules and Regulations (25 PA. Code Chapter 109) requires that "the public water supplier shall develop and implement a comprehensive control program for the elimination of existing cross-connections, or the effective containment of sources of contamination, and prevention of future cross-connections". The requirements for the cross-connection control program are defined in the DEP Public Water Supply Manual, Part VII, and are supplemented herein for the Authority water system.

2. As a minimum, all permanent and temporary water service connections to the Authority water system, regardless of size, including residential service connections and fire service connections, shall be equipped with a single check valve. Single check valves installed on 3/4-inch diameter residential service lines shall be furnished by the Authority, whether or not

they are actually installed by the Property Owner. All single check valves larger than 3/4-inch diameter, and all other backflow prevention devices, shall be furnished by and be the property of the Property Owner who shall remain responsible for their installation, inspection, testing and overhaul in accordance with Authority requirements.

3. No water service shall be installed or maintained to any premises where actual or potential cross-connections may exist unless such actual or potential cross-connections are abated or controlled to the Authority's satisfaction. When, in the opinion of the Authority or its authorized representative, an approved backflow prevention device is required, the Property Owner shall install such approved backflow prevention device at each service connection to the premises. No connection shall be installed or maintained whereby water from an unapproved auxiliary source may enter the Authority's water system.

4. When an approved backflow prevention device is required, that device shall be installed at a location and in a manner approved by the Authority and shall be installed by a properly qualified person. The device shall be located on the Property Owner's side of the water meter, prior to any other branch piping to the Property Owner's premises.

5. The type of backflow prevention device required for a particular Property Owner shall be determined by the Authority based on then-current regulatory requirements. An approved air gap separation shall be installed where there are substances that are dangerous to public health. An approved air gap separation or an approved reduced pressure zone device (RPZD) shall be installed where the Authority's water system may be contaminated with a substance that could cause a water system or health hazard. An approved air gap separation, or an approved RPZD, or an approved double-check valve assembly (DCVA) shall be installed where the Authority water system may be polluted with substances that would be objectionable but not dangerous to health.

6. A reduced pressure backflow prevention device shall not be permitted in a meter pit but shall be installed in a building or otherwise above the meter pit in a location where it will not be subject to flooding and will be maintained free from standing water.

7. Costs of furnishing and installing the backflow prevention device shall be borne by the Property Owner, who also retains ownership of the device and is responsible for testing and maintaining it. Devices shall be inspected, tested, and overhauled at the Property Owner's expense in accordance with the following schedule:

a.) Air separation assemblies shall be inspected at time of installation and at least every twelve (12) months thereafter.

b.) Double-check valve assemblies shall be inspected and tested for the time of installation and their tightness tested at least once every twelve (12) months thereafter. They shall be dismantled, inspected internally, cleaned and repaired whenever needed or at least every five (5) years.

c.) Interchangeable connections shall be inspected at the time of installation and at least every twelve (12) months thereafter. Inspections, testing and overhaul shall be performed by a person certified for that work, and repair or replacement shall be made without delay at the Property Owner's expense. The Property

Owner shall maintain a complete record of each backflow prevention device and a record of inspections, tests, repairs, and overhauls shall be submitted to the Authority upon request.

8. The Property Owner shall be responsible for conducting periodic surveys of water use practices on the premises to determine whether there are actual or potential cross-connections through which contaminants or pollutants could backflow into the Authority's water system, and the Property Owner shall furnish information on water use to the Authority on request. The Property Owner's premises shall be open to the Authority on request to conduct surveys and investigations related to water use practices and actual or potential cross-connections. (See, e.g., subparagraph 12).

9. The Authority reserves the right to require an approved backflow prevention device where the Authority determines that cross-connections are not correctable or that intricate plumbing arrangements make it impractical to determine whether cross-connections exist, where it is impossible or impractical to make a complete cross-connection survey, or where there is a history of cross-connections being established or reestablished.

10. Where a booster pump has been installed on the service line to or within any premises, such pump shall be equipped with a low pressure cut-off device designed to shut off the booster pump when the pump suction pressure drops to ten pounds per square inch or less for a period of thirty (30) seconds or longer. The Consumer shall maintain the low pressure cut-off device in proper working order and certify to the Authority at least once a year that the device is operating properly.

11. The Authority may deny or discontinue, after reasonable notice to the occupants thereof, water service to any premises wherein any backflow prevention device is not installed, tested, and maintained as required; or if the backflow prevention device has been removed or by-passed; or if an unprotected cross-connection exists on the premises; or if a low pressure cut-off device is not installed and maintained in working order. Water service to such premises shall not be restored until the Consumer has corrected or eliminated such conditions or defects to the satisfaction of the Authority.

12. It is a condition of service that Consumer shall allow Authority representative, upon presentation of proper credentials and with reasonable advance notice, to enter Consumer premises to inspect water service piping to determine compliance with these requirements. Any Consumer who refuses to allow such inspections to be performed by the Authority may be subject to termination of water service without recourse.

H. Private Service Line. All Private Service Lines shall be made on the basis of a "Private Water Line Service Connection" or similar agreement, made between the applicant and the Authority, the agreement providing:

1. The Water Service Line shall be installed at the expense of the Property Owner.

2. The Property Owner or his/its heirs, successors, and assigns shall own, maintain, and repair the Water Service Line from curb line to point of use.

3. This installation shall be constructed and installed, including pipe, valves, and appurtenances as per the specifications and standard details which are attached as part of these Rules and Regulations, as altered or amended from time to time.

4. The Property Owner shall obtain written permission from City, Township, or Borough authorizing street excavation as may be appropriate.

5. The Authority will install the line from main to curb and set the curb stop.

6. In the event that six (6) inch or larger main is installed by the Authority in front of Property Owner's property, said Applicant or his/its heirs, successors, and assigns will pay their proportionate cost of the installation of the main.

7. The Authority has the right to discontinue or disconnect the Water Service Line and terminate this application, upon written notice given fifteen (15) days in advance by the Authority to the Property Owner, for failure to make repairs to the Water Service Line.

8. The Authority will not be responsible for dirty water resulting from the "dead-end" effect of the Water Service Line.

9. No service line taps will be permitted, or line installed by any Applicant without the express, "written permission" of the Authority.

10. The Authority may require "looping" of any Property Owner's Water Service Line.

11. The hook-up of the Property Owner's Water Service Line to the Authority's water main will only be made after the Authority has inspected the completed installation and verified that same is in accordance with the application and these Rules and Regulations.

I. Public Fire Service.

1. Upon written instruction from the duly authorized officials of a municipality supplied by the Authority, the Authority will install at the designated location on any public highway, a public fire hydrant, together with a cast iron service pipe from the Authority's street main to the hydrant, provided that the size of the existing street main and surrounding distribution system and the available pressure in said street main are, in the judgment of the Authority, sufficient to provide proper service at the fire hydrant under normal and ordinary conditions. The cost of installation shall be paid by the party requesting the hydrant before water is turned on.

2. All public fire hydrants shall be constructed and installed as per the specifications and standard details which are attached as part of these Rules and Regulations, as altered or amended from time to time.

3. All public fire hydrants will be maintained by the Authority at its own expense, provided that any expense for repairs caused by carelessness or negligence of the employees of the municipality or the members of the fire or any other department thereof shall be paid for by the municipality.

4. The use of public fire hydrants, except as specifically authorized herein, shall be restricted to the taking of water for the extinguishing of fires.

5. The testing of fire hose, fire apparatus, or the instructing in fire fighting techniques by fire companies shall be restricted to the hydrants located at the County Fire School. No other public or private hydrants shall be used for this purpose.

6. No public fire hydrant shall be used for sprinkling streets, flushing sewers or gutters, filling swimming pools, contractors' or builders' purposes, or for any other than fire purposes, except with the written approval of the Authority. The Authority's approval of the use of water from fire hydrants for such purposes will not be granted except where such use is deemed necessary by the Authority and other means of obtaining water are not available. Any permit so granted shall be revocable at the discretion of the Authority.

7. Only representatives of the Authority are authorized to take fire flow measurements or pressure tests from either public or private fire hydrants. Any fire company or insurance company requiring fire flow/pressure tests shall contact the Authority to schedule said tests and provide three-day notification prior to testing.

8. Upon written instructions from the duly authorized officials of a municipality, company, individual, etc. supplied by the Authority directing a change in the location and/or grade of a public fire hydrant, the Authority will make such change at the expense of the municipality, company, individual, etc.

9. Upon request of the duly authorized officials of any municipality, the Authority will make inspections at convenient times and at reasonable intervals to determine the condition of the fire hydrant, such inspections to be made by a representative of the Authority and the Fire Chief or other duly authorized representative of the municipality.

10. Public fire protection service annual charges shall be payable in advance by the municipality requesting the public fire hydrant at the rate stipulated in the Authority's Schedule of Water Rates.

11. The Authority does not assume any liability as insurer of property or person. Any property owner receiving fire service will not be entitled (in the event of fire) to any service, pressure, capacity, or facility other than that available at the time, in view of the circumstances of the Authority at that time.

J. Private Fire Service.

1. Under a metered connection, such private fire service as a Property Owner may elect to use through his general Water Service Line shall not be considered private fire protection service within the meaning of the term as specifically used in the rate schedule, nor shall there be any other charge for such service except that which arises from the application of metered rates. All other private fire service will be furnished only at the rates established under "Private Fire Service" or “Standby Fee”.

2. A fire service line with shut-off valve for private fire service only will be installed by the Authority from the main to the curb. The cost of this fire service line will be paid by the Property Owner before service is rendered. The cost will be the Authority's actual cost of installation. The Authority may install and maintain a meter or bypass detector meter on said service line provided and maintained by the Property Owner at a place suitable and acceptable to the Authority.

3. Private fire service annual charges shall be payable in advance from the date of installation. For new private fire lines or hydrants, the prorated charge upon application shall be the full applicable charge between February 1 and June 30 and one-half (2) of the applicable charge between July 1 and December 31. Private fire service charges for existing services shall be made each February for the full calendar year. Refunds for canceled service will be on the basis of one half (2) of the total yearly charge between February 1 and July 1 and no refund thereafter.

4. Cross-connection between a Property Owner's own private water supply and the Authority's service line shall be according to Pennsylvania Department of Environmental Protection, Title 25, Chapter 109, Sections 109.71 through 109.76.

5. When a Property Owner desires or must use fire system booster pumps, approval will only be granted based on the results of a hydraulic analysis conducted by an independent professional engineer agreed upon by both the Property Owner and the Authority, showing the effect said pumps would have on the Authority's distribution system. All costs involved for this study shall be borne by the Property Owner.

6. The maximum size fire line or connection shall be twelve (12) inches or limited to one size smaller than the street main to which it is connected.

7. Terms of Agreement: All private fire service connections shall be made on the basis of a "Fire Service Connection" or similar agreement between the Property Owner and the Authority, said agreement providing:

a.) The Authority makes NO guarantee as to pressure or volume of the water in this line or the main supplying the same, and shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure in the supply of water, whether occasioned by the shutting off of water in case of accident or for alterations, extensions, connections, or repairs, testing or for any cause whatsoever.

b.) The Property Owner agrees to hold the Authority completely harmless from any loss incurred or alleged and to indemnify the Authority for any losses or expenses incurred as a result of the issuance of service through said fire connection.

b.) The Authority will flush and repair private fire hydrants only upon receipt of written agreement and related charges.

K. Private Yard Service.

1. A Private Yard System shall be constructed and installed as per the specifications and standard details which are attached as part of these Rules and Regulations, as altered or amended from time to time.

2. Metering shall be approved by the Authority.

3. Yard System shall contain a detection meter at a point where the private line ties into Authority line to monitor leakage.

4. No taps shall be made without an Authority permit. If the Authority installs a tap, the Property Owner shall pay for cost of said tap.

L. Standby Service.

1. Any Property Owner desiring standby water service shall submit a written application to the Authority.

2. The Authority will determine the size and location of service lines and the number and types of meters required for standby service based on information supplied by the Property Owner.

3. Facilities deemed necessary by the Authority to provide standby service and to protect the Authority's water system shall be constructed and installed as per the specifications and standard details which is attached as part of these Rules and Regulations, as altered or amended from time to time and at the Property Owner's expense.

4. Normal consumption and minimum charges in effect under the Schedule of Rates shall apply according to meter sizes.

5. When a Property Owner is disconnected from service and the Authority continues to provide "ready to serve" facilities, the Authority has the discretion to charge the minimum rate according to the meter size in place at the property location.

6. The term of the standby service shall be established by the Authority.

7. Standby service will be available to existing Property Owners as well as future Property Owners.

M. Limitation of Liability of Authority.

1. The Authority shall not be liable for any damage or injury to any person or property caused by:

a.) discontinuance of water service for any of the reasons enumerated in these Rules and Regulations.

b.) discontinuance of water service for the purpose of making necessary repairs or connections, or to meet any emergency.

c.) failure of a Property Owner to maintain Consumer's Water Service Line

d.) water escaping from Consumer's Water Service Line.

e.) total or partial failure of water service or pressure for any cause beyond the control of the Authority.

f.) fire.

2. The Authority shall be under no liability for damage or injury by reason of failure to supply water, or pressure, or capacity to any person or property caused by the total or partial failure of water service or pressure for any cause whether within or beyond the control of the Authority.

N. Condominium Complex – Individual Meter to Each Dwelling Unit. Separate meters may be installed for each individual dwelling unit in a condominium building or complex as heretofore defined after application therefore by the Property Owner or Owners thereof or by their duly authorized agent, where all the following conditions are satisfied:

1. The Consumer's Water Service Lines materials and installation shall be in accordance with Authority specifications and inspection.

2. Each meter shall be installed in a suitable place protected from the elements and from other abuse and shall be accessible to Authority personnel for periodic readings and exchanges.

3. An accessible valve or curb stop shall be installed by the Property Owner or Owners so as to provide Authority control of the water service from outside each such dwelling unit.

4. The Property Owner or Owners shall make provision, at their expense in accordance with Authority specification and inspection, for the installation of remote meter readers wired to a central location approved by the Authority and readily available to Authority personnel.

5. Each such meter shall be installed so as to properly record all water flow to each such dwelling unit and an additional meter shall be installed to record any water used by the Property Owner or Owners for purposes other than that which shall be the responsibility of the other respective Consumers.

6. The Property Owner or Owners shall be responsible for water service charges when such dwelling unit is vacant after a tenant moves out and before a new tenant moves in and shall satisfy any delinquent bills for restoration of water service.

7. The Property Owner or Owners shall purchase and install in accordance with the Authority's specifications a master meter, meter pit, check valve, gate valves and related

appurtenances at point of connection to Authority's system, as applicable. The Master Meter will be used to register hydrant flows, leakage, etc. Whenever the Master Meter registration is greater than the cumulative total of individual residential registration, the Property Owner or Owners shall pay for said excess water consumption.

8. All water service connections to Condominium complexes shall be made on the basis of a "Condominium Agreement" made between the Applicant or group of Applicants and the Authority, the said agreement providing:

a.) Private Fire Service,

b.) Deed "Master" Meter to condominium association for ownership and maintenance, with appropriate financial security in favor of the Authority if requested by Authority,

c.) Address situations that are not covered in "Rules and Regulations".

SECTION IV: ADMINISTRATIVE PROVISIONS.

A. Extension of Mains.

1. Extensions by Developer. All extensions to the Authority's water or sewer lines shall be made on the basis of an "Extension Agreement" or similar agreement, made between the Property Owner and the Authority. A sample "Sanitary Sewer/Public Water Extension Agreement", generally acceptable to the Authority is in the Appendix. The agreement shall provide for all of the following:

a.) All extensions shall be made at the expense of the Applicant by contractual agreement with contractors other than the Authority, and the extensions shall be installed, including pipe, manholes, valves, valve boxes, fire hydrants, and appurtenances, in accordance with the Authority's specifications and to a location specified by Authority on the Applicant's property line which is the most distant from the Authority's existing lines so as to allow for the further extension of the lines to additional properties.

b.) Upon completion of the extension and acceptance by the Authority, the right and title of the extension will be conveyed to the Authority, free and clear of all liens and together with all rights, privileges and appurtenances.

c.) All main extensions shall be constructed in public rights-of-way or Authority-owned easements, which easements shall be a minimum of thirty (30) feet wide, unless additional utilities are to be installed within the easement, in which case the width shall be increased to a point reasonably acceptable to the Authority and its Engineer. The Applicant shall grant to the Authority any easements across his property that are necessary for the main extension or future extensions thereof by the execution of satisfactory agreements prepared by Authority's Solicitor and paid for by the Applicant.

d.) As a general rule, all sewer and water main extensions shall be eight (8) inches or larger with the exception that water line of six (6) inches may be permitted for cross gridding mains of six hundred (600) feet or less in length provided the do not supply fire hydrants. The size of the main or mains in all cases shall be specified by the Authority, through a review by the Authority Engineer, with all costs paid by the Applicant.

e.) In the event the Authority desires the main or mains to be larger than eight (8) inches in diameter, the Authority may elect to refund to the Applicant the excess cost of pipe, valves, and fittings over the cost of eight (8) inch pipe, valves, and fittings, said refund to be based on the annual bid price of materials.

f.) There will be no refund for water or sewer mains installed within developments.

g.) For water and sewer mains installed outside a development the Authority will refund to the Applicant the amount of the reimbursement component of the tapping fee in accordance with applicable law for each new consumer hook-up onto the extended main. The tapping fee is established by the Authority by Resolution, separate and apart from these Rules & Regulations. There shall be no reimbursement to an Applicant for connections onto other water or sewer lines in the Authority's systems that were not directly installed by the Applicant.

h.) No refunds will be made to the Applicant for new hook-ups made ten (10) years after date of the Extension Agreement. At that time, all accounting shall cease.

i.) For mains installed inside a development but serving customers outside the development if they are connected directly onto the Applicant's main, each new Consumer served outside the development shall pay the Authority a tapping fee pursuant to the respective water or sewer Tapping Fee Schedule in place at the time of the hook-up. A portion of the tapping fee referred to as the reimbursement component as established in the Tapping Fee Resolution will be refunded by the Authority to the Applicant.

j.) An Applicant shall not be entitled to any refund for hook ups onto main water or sewer lines which were not directly installed by the Applicant. In cases where a water or sewer main that was installed by an Applicant and which is subject to reimbursement is further extended by a new Applicant, only one hook up reimbursement shall be refunded to the original Applicant from the new Applicant. Hook up fees for connection onto the second Applicant's line shall be reimbursed only to the second Applicant.

2. Extensions by Authority. In those instances where the Authority extends new water or sewer mains in existing or new service areas in order to improve its system, for example, with regard to water, to provide adequate water pressure to its Consumers, provide loops, etc., any Property Owner whose Property or Properties is benefited, improved or accommodated by the extension may be assessed for the extension according to the front foot rule. In cases where service can be taken from either side of any road or street in which the

Authority has extended its mains in accordance with the foregoing, the payment will be based on one-half (2) of the front footage cost.

B. Bills and Notices.

1. For Properties with water service, water meters will be read quarterly or monthly and standard bills based upon the time interval between meter readings, based upon then prevailing rates set by Resolution, shall be computed and issued. For properties receiving only sewer service, quarterly or monthly bills based upon then prevailing rates set by Resolution shall be computed and issued.

2. All water and sewer bills shall be due and payable when rendered. Special charges shall be payable on demand. No abatement on metered water bills will be made for leaks or for water wasted by damaged or defective fixtures. All charges to metered commercial, industrial, and public water Consumers, as well as sewer only bills, if unpaid thirty (30) days after the same are due, shall be considered delinquent, and a ten percent (10%) late payment charge will be added to the bill. All charges to residential consumers, if unpaid thirty (30) days after the same are due, shall be considered delinquent, and a ten percent (10%) late payment charge on the full unpaid and overdue balance will be added to the bill. Whenever a bill becomes delinquent sixty (60) days, written notice will be given, after which, if the bill is still unpaid on the seventy-fifth (75^{th}) day, water will be shut off from the premises of such delinquent Property Owner.

3. Any water service discontinued for nonpayment of a bill, or for violation of the Authority's Rules and Regulations, will not be resumed until all arrearages are paid, plus a charge established from time to time, but not less than $25.00, to cover the cost of turning off and turning on the water or reestablishing sewer service. In the event the Property Owner makes payment on the day a representative of the Authority personally delivers notification of turning off service for nonpayment of a water bill, a charge of $12.50 to cover the cost of notification will be paid by the Property Owner in addition to all arrearage. In cases where it becomes necessary to remove and reinstall a meter, the charge will be as determined by Authority from time to time, but not less than $25.00. The Property Owner will not have water service restored until payment of all outstanding amounts and costs incurred in restoring the service are paid. If restoration of service after normal working hours is requested, the Property Owner will be charged the actual cost incurred. (All charges are subject to change by Authority Resolution).

4. Bills for metered water service will be according to the use indicated by the meter registration. In the absence of meter readings, due to failure of the meter to properly function or for any other reasonable cause, the bill will be according to estimated use on the basis of meter registration during similar preceding periods. In the case where the Remote Readout Unit malfunctions, bill for water service will be according to use indicated by meter registration.

5. The Property Owner of any metered Property shall notify the Authority immediately of any change of ownership of such Property so that the Authority may cause the meter to be read so that the final consumption shall be billed to the seller tenant and all future billings shall be made to the buyer. A fee established from time to time, but not less than ten dollars ($10.00) will be billed in connection with the change of ownership to cover the meter reading and related administrative costs. Bills for a partial billing period will be determined according to the Schedule of Water Rates, based on actual consumption or a prorated minimum,

whichever is greater. Prorated minimum bills will be based on the number of days service is rendered in the billing period.

6. The owner of any Property served with water by the Authority shall be responsible to the Authority for the payment of all water furnished to the property; regardless of any agreement between the Property Owner and third party, and the bill shall in all cases be rendered to the Property Owner unless the Authority has written agreement with the Property Owner to render the bill to some other party acting in a formal capacity as an agent of the Property Owner, in which case the Property Owner shall nevertheless remain liable for the payment of all water bills.

7. All flat rate bills, except those for temporary service, are rendered annually in advance and are payable in full when rendered. If bill is unpaid in thirty (30) days, it shall be considered delinquent and a ten percent (10%) late payment charge will be added to the unpaid bill. Whenever a bill becomes delinquent sixty (60) days, written notice will be given, after which, if bill is still unpaid by seventy-fifth (75^{th}) day, water will be shut off from the premises of such delinquent Property Owner. The Property Owner will not again be supplied except upon payment of all outstanding amounts and costs incurred for restoring service.

8. All fire service will be furnished only at the rates set by Resolution, as may be amended from time to time.

9. All charges for temporary water service are payable in advance of service. (See Section 6 and special rates).

10. All bills for service are payable at the office of the Authority. The Authority may mail or deliver the bills and notices to a Property Owner at his address given in the application and service contract and the Authority shall not be otherwise responsible for the delivery thereof. If payment of a bill is made by mail, for the purpose of determining the time of payment, it shall be determined to have been made on the date shown by the postmark on the envelope in which payment is enclosed.

11. Failure to receive a bill will not exempt the Property Owner from the terms of payment and shall not constitute a waiver of these Rules and Regulations.

12. A Property Owner who admits liability for billed service and who is deemed to be delinquent in payment for services rendered may enter into a mutually satisfactory written agreement with the Authority to amortize or pay the unpaid balance of the account in one or more payments over a reasonable period of time.

13. The Authority reserves the right to take any legal action it deems necessary, including the filing of a lien on the property, in order to recover amounts due and payable.

14. Any Property Owner who doubts the accuracy of a bill shall bring or mail the bill, within ten (10) days of receipt, to the office of the Authority. 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.

C. Exonerations.

1. All persons, firms or corporations who may desire to discontinue the use of water, shall notify the Authority in writing; and upon failure of such notice, they shall be charged with water rent until such notice be given. In no case will abatement be allowed for less than three (3) months in any one (1) calendar year. In the event of the failure of the supply of water, from any cause whatsoever, there shall be no reduction or abatement in water rents made or allowed. In case of a dispute about delivery of written notice, only receipt for registered or certified mail shall be accepted as proof of proper notification.

2. All users are to be billed as full customers, and no exonerations, either wholly or in part, are to be granted for any use.

3. The minimum charge shall be applicable, regardless of amount of water used, as long as the meter is in place and the service is live into the Premises. The minimum charge will be waived only on the basis of no meter registration for a full billing period after written notice to the Authority to shut the service off at the curb.

4. The Authority may, at its option, waive the penalty portion of any water or sewer bill, after reviewing past payment records, consumer mailing records, etc.

D. Deposits.

1. Deposits may be required from Property Owners taking water service for a period of less than thirty (30) days in an amount equal to the estimated gross bill for such temporary period. Deposits may be required from all other Property Owners provided that in no instance will deposits be required in excess of the estimated gross bill for any single billing period plus one (1) month (the maximum period not to exceed four (4) months) with a minimum of Twenty Five Dollars ($25.00).

2. Deposits shall be returned to the depositor when he shall have paid undisputed bills for service over a period of twelve (12) consecutive months, or at termination of service by the Property Owner and payment of all charges due. Any Property Owner having secured the return of a deposit will not be required to make a new deposit unless the service has been discontinued and the Property Owner's credit standing impaired through failure to comply with tariff provisions.

3. The payment of any disputed bill, within the meaning of these rules, shall be payment of the bill with or without penalty, within the period for which the bill was rendered.

4. No interest will be paid on, or credited with regard to, deposits placed with the Authority.

5. Any Property Owner having a deposit shall pay bills for water service as rendered in accordance with the rules of the Authority and the deposit shall not be considered as payment on account of bill during the time the Property Owner is receiving water service.

E. Discontinuance of Water Service.

1. Water service may be discontinued by the Authority after due notice to a Property Owner for any one of the following reasons:

a.) Use of water by a Property Owner, or with his consent, for any purpose or at any location or property other than those or that described in the application;

b.) Failure of a Property Owner to maintain and repair his Consumer's Water Service Line;

c.) Waste of water by a Property Owner, due to unauthorized running of water to prevent freezing;

d.) Failure of a Property Owner to pay a bill for water service within the period herein specified or failure to pay any other fee or charge herein provided;

e.) Vacancy of the served Property;

f.) Violation by a Property Owner, or with his consent, of any Authority's Rules and Regulations;

g.) When service is discontinued due to demolition, etc. the Water Service Line shall be disconnected at the main by shutting off at corporation stop.

h.) Noncompliance of any measures, rules, restrictions or orders issued by the Authority due to water shortages.

i.) Use of water in such a manner which causes flow or pressure surges in the water system and failure to correct problems when so directed by the Authority.

2. A Property Owner desiring the discontinuance of water service shall give written notice to the office of the Authority. If the Property Owner requests the water to be shut off at the curb, a charge set by the Authority from time to time, but not less than Twenty-Five Dollars ($25.00), will be made for this service.

3. The Authority may, without notice if an emergency reasonably requires it, discontinue water service in order to make necessary repairs or connections or to meet any other emergency; however, the Authority will give notice of any discontinuance of service if it is reasonably possible to do so.

F. Special Regulations and Charges.

1. Infiltration and Inflow Charge.

a.) Amount. An inflow charge shall be imposed against each user of the sewer system in the quarterly amount set by Resolution, but not less than two hundred fifty and 00/100 dollars ($250.00). This charge shall be added to each quarterly billing for each user of the sewer system in order to provide and generate income for the Authority to treat unauthorized flow being generated by

inflow into the system from sump pumps and other similar devices, and said charge is to be additional to the quarterly sewer rental charge billed to each user of the system. The inflow charge shall be billed and collected in the same manner as the quarterly sewer rental charge and will be due at the same time. The Authority may increase or decrease the inflow charge by appropriate Resolution.

b.) Periodic Charge. If it is deemed necessary, the inflow charge may be imposed annually on users of the sewer system in order to eliminate inflow or create additional revenues for costs associated with the treatment of inflow and infiltration into the system.

c.) Notice. The Authority shall give each user of the sewer system sixty (60) days' notice of the pending imposition of each inflow charge.

d.) Inspection. Upon receipt of said notice, each user of the sewer system may contact the Authority to arrange for an inflow inspection of the user's premises. The purpose of the inspection is to permit the Authority to inspect the user's premises for sump pumps and other unauthorized inflow causing devices. Upon inspection, the Authority shall relieve the user of the inflow charge if it determines that the user is not contributing unauthorized inflow into the sewer system or has satisfactorily and timely complied with the direction from the Authority to dismantle any device causing unauthorized inflow.

e.) Notice of Violation. If the Authority determines that a device contributing unauthorized inflow is located on a user's property, the Authority shall notify the user in writing of the presence of said device and the user shall have ten (10) days from the date of the notice in which to disconnect the device. Upon the expiration of the ten (10) day period, the Authority shall conduct a follow up inspection in order to verify compliance with the notice.

f.) Appeal. Any user who receives written notification to dismantle a device may file a written appeal with the Authority not later than ten (10) days from the date of the notice. The filing of an appeal will temporarily stay the requirement that the inflow causing device be dismantled, but it will not stay the imposition of the inflow charge.

g.) The Authority shall require the elimination of any unauthorized inflow and the dismantling of any device causing or contributing unauthorized inflow into the System. The Authority may obtain an Order from the Court of Common Pleas requiring the dismantling of the device if the user fails to comply with the written direction of the Authority. In addition to all other remedies at law or in equity, and to the maximum extent allowed by law, the user shall be responsible for the Authority's costs and expenses, including its attorneys' fees, if the Authority is required to pursue legal action in order to accomplish the dismantling or removal of an inflow causing device.

2. Fats, Oils & Grease ("FOG").

a.) This paragraph establishes uniform maintenance and monitoring

requirements for controlling the discharge of FOG from Garages and Food Service Facilities discharging into the Authority's sewer system. The provisions of this paragraph shall apply to all Garages and Food Service Facilities that are, or wish to become, users of the sewer system. The objectives of this paragraph are as follows:

(1.) To prevent the introduction of excessive amounts of FOG into the Authority's sewer system.

(2.) To prevent clogging or blocking of the Authority's sewer lines due to FOG build-up causing backup and flooding of streets, residences and commercial or industrial buildings, or any other discharge of wastewater into the environment.

(3.) To implement a procedure to recover the costs incurred by the Authority in cleaning and maintaining sewer lines and disposing of FOG blockages.

(4.) To implement a procedure to recover costs for any liability incurred by the Authority for damage caused by grease blockages resulting in the flooding of streets, residences or commercial buildings or any other discharge of wastewater into the environment.

(5.) To establish fees for the reimbursement of costs incurred by the Authority resulting from the program established herein; and

(6.) To establish enforcement procedures for violations of any part or requirement of these regulations.

b.) Grease traps and grease interceptors.

(1.) All Garages and Food Service Facilities are required to have a grease trap or grease interceptor properly installed in accordance with any and all applicable requirements of the Appendices of these Rules and Regulations.

(2.) New Garages and Food Service Facilities. Garages and Food Service Facilities which are constructed, or existing commercial establishments which are expanded or renovated to include a Garage or Food Service Facility, including Garages and Food Service Facilities that did not previously exist, shall be required to install grease interceptor(s) or grease trap(s) according to the requirements set forth in the Appendices of these Rules and Regulations, and to operate and maintain the grease trap(s) and/or grease interceptor(s) according to the requirements contained in this paragraph.

(3.) Existing Garages and Food Service Facilities grandfathered in some circumstances.

(a.) As of February 2, 2015 (the date this provision become effective), Garages and Food Service Facilities currently in operation shall be permitted to operate and maintain existing grease interceptors or grease traps, provided their grease interceptors or grease traps are sized correctly and are in effective operating condition. Further, any such Garages and Food Service Facilities shall not be required to install a grease trap or grease interceptor, unless the Garage or Food Service Facility is found to be noncompliant with limitations on FOG contained in the Appendices of these Rules and Regulations.

(b.) The Authority may require any existing Garages and Food Service Facility to install a new grease interceptor(s) or grease trap(s) that complies with the requirements of the Appendices of these Rules and Regulations, or to modify or repair any noncompliant plumbing or existing grease interceptor(s) or grease trap(s) within 30 days of written notification by the Authority when any one or more of the following conditions exist:

(i.) The Garage or Food Service Facility is found to be contributing FOG in quantities which, in the sole discretion of the Authority, are sufficient to cause line stoppages or necessitate increased maintenance of the sewer system.

(ii.) The Garage or Food Service Facility has an irreparable, defective, or undersized grease interceptor or grease trap.

(iii.) Remodeling of the food preparation or kitchen waste plumbing system is performed.

(iv.) The Garage or Food Service Facility is sold or undergoes a change of ownership.

(4.) Plumbing connections. Grease interceptors and grease traps shall be installed in accordance with the Appendices of these Rules and Regulations. Sewage shall not be introduced into the grease interceptor or grease trap under any circumstances.

(5.) Grease traps. Grease traps shall be installed in accordance with the Appendices of these Rules and Regulations. Each Garage and Food Service Facility shall operate and maintain its grease traps in accordance with the following criteria:

(a.) Examination, cleaning and maintenance. Each Garage and Food Service Facility shall be solely responsible for the cost of grease trap installation, examination, cleaning, and maintenance. Each Garage and Food Service Facility shall contract with a grease hauler for cleaning services or it may

develop a written protocol and perform its own grease trap cleaning and maintenance procedures. Cleaning and maintenance must be performed when the total volume of captured grease and solid material displaces more than 50% of the total volume of the grease trap. Each Garage and Food Service Facility shall determine the frequency at which its grease trap shall be cleaned, but all grease traps shall be opened, examined, cleaned, and maintained at a minimum of once per month.

(b.) Repairs and replacement. The Garage or Food Service Facility shall be responsible for the cost and scheduling of all repairs or replacement of its grease trap(s). Repairs or replacement required by an Authority official shall be completed within 30 calendar days after the date of written notice of required repairs or replacement is received by the Garage or Food Service Facility. The Authority may authorize an extension of time to achieve compliance for an additional 60 days. If additional time is necessary to come into compliance, the Garage or Food Service Facility may be issued a compliance schedule which establishes a schedule of certain milestones for bringing the food service facility into compliance. If the repair or replacement requires municipal approval and/or permitting, it shall be the responsibility of the Garage or Food Service Facility to obtain such approval or permit prior to repair or replacement.

(c.) Disposal. Wastes removed from each grease trap shall be disposed of at a facility allowed to receive such wastes. Neither grease nor solid materials removed from grease traps shall be returned to any grease trap, private sewer line or to any portion of the Authority's sewer system.

(d.) Recordkeeping. The Garage or Food Service Facility shall maintain records of the date and time of all examinations, cleanings and maintenance of each grease trap, a notation as to where any removed grease was disposed of, and the volume of grease disposed in a logbook and shall make this book available for inspection by Authority officials or agents upon request. The Garage or Food Service Facility shall also maintain the written protocol concerning grease trap cleaning and maintenance procedures and shall make this available to the Authority representative upon request.

(6.) Grease interceptors. Grease interceptors shall be designed and installed in accordance with the Appendices of these Rules and Regulations. Each Garage and Food Service Facility shall operate and maintain its grease interceptor in accordance with the following criteria:

(a.) Examination, cleaning and maintenance. Each Garage and Food Service Facility shall be responsible for the costs of installing, examining, pumping, cleaning, and maintaining its FOG interceptor. All Garages and Food Service Facilities that have grease interceptors shall contract with a grease hauler that performs the following service during each cleaning: initial complete removal of all contents, including floating materials, wastewater, and bottom sludges and solids from the grease interceptor, as well as scraping and removing excessive solids from the walls, floors, baffles and all pipe work.

(b.) It shall be the responsibility of each Garage and Food Service Facility to examine its grease interceptor during the cleaning procedure to ensure that the grease interceptor is properly cleaned and that all fittings and fixtures inside the grease interceptor are in working condition and functioning properly.

(c.) Grease interceptor cleaning frequency. Each Garage and Food Service Facility shall have its grease interceptor(s) cleaned according to the following criteria:

(i.) When the floatable grease layer exceeds six inches in depth as measured by an approved measuring method; or

(ii.) When the settleable solids layer exceeds eight inches in depth as measured by an approved measuring method; or

(iii.) When the total volume of captured grease and solid material displaces more than 50% of the capacity of the grease interceptor as calculated using an approved measuring method; or

(iv.) When the grease interceptor is not retaining/capturing FOG.

(d.) Repairs and replacement. Each Garage and Food Service Facility shall be responsible for the cost and scheduling of all repairs to or replacement of its grease interceptor(s). Repairs or replacement required by an Authority official shall be corrected within 30 calendar days after the date of written notice of requiring the repairs or replacement is received by the Garage or Food Service Facility. The Authority may authorize an extension of time for an additional 60 days to achieve compliance. If additional time

is necessary to come into compliance, the Garage or Food Service Facility may be issued a compliance schedule which establishes a schedule of certain milestones for bringing the Garage or Food Service Facility into compliance. If the repair or replacement requires municipal approval and/or permitting, it shall be the responsibility of the Garage or Food Service Facility to obtain such approval or permit prior to repair or replacement.

(e.) Disposal. Wastes removed from each grease interceptor shall be disposed of at a facility allowed to receive such wastes. Neither grease nor solid materials removed from grease interceptors shall be returned to any grease interceptor, private sewer line or to any portion of the Authority's collection system.

(f.) Recordkeeping. Each Garage and Food Service Facility shall maintain a logbook in which a record of all grease interceptor examinations and maintenance is entered, including the date and time of the examination, cleaning or maintenance, a notation as to the volume of grease, where the grease was disposed of, details of any repairs required and dates of repair completion and any other records pertaining to the grease interceptor. The logbook shall be made available for review upon request by the Authority representative.

(7.) Alternative grease removal devices or technologies. Alternative devices and technologies such as automatic grease removal systems shall be subject to written approval by the Authority prior to installation. Approval of the device shall be based on demonstrated (proven) removal efficiencies and reliability of operation. The Authority, at its sole discretion, may approve these types of devices depending on manufacturer's specifications on a case-by-case basis. The Garage or Food Service Facility may be required to furnish analytical data demonstrating that the Garage or Food Service Facility discharge concentrations to the Authority's sewer system will not exceed the limitations established in the Appendices of these Rules and Regulations. Permission to use any specific technology does not invalidate any other chapter of these regulations and does not preclude any enforcement actions or remedies.

(8.) Authority's Inspection Program:

(a.) Entry. Each Garage and Food Service Facility shall allow duly authorized employees or agents of the Authority bearing proper credentials and identifications access at all reasonable times to the premises for the purpose of

inspection, observation, records examination, measurement, sampling and testing in accordance with the provisions of this section. The refusal of any Garage or Food Service Facility to allow the Authority official entry to or upon the Garage's or Food Service Facility's premises for purposes of inspection, sampling effluents or inspecting and copying records or performing such other duties as shall be required by this section shall constitute a violation of this chapter. The Board of Directors may seek an administrative search warrant or use such other legal procedures as may be advisable and necessary to implement his duties pursuant to this section.

(b.) Inspection. Garages and Food Service facilities shall be inspected as follows:

(i.) Periodic inspections. The Authority may inspect Garages and Food Service Facilities on both an unscheduled and unannounced basis and on a scheduled basis to verify continued compliance with the requirements of this section.

(ii.) Written report; deficiencies.

(a.) All Garages and Food Service Facilities may be inspected by the Authority on a periodic basis. Inspections shall include equipment, food processing and storage areas and shall include a review of the processes that produce wastewater discharged from the Food Service Facility through the grease interceptor or grease trap. The Authority representative shall also inspect the grease interceptor or grease trap maintenance logbook, other pertinent data, the grease interceptor or grease trap and may check the level of the grease interceptor or grease trap contents and/or take samples as necessary. The Food Service Facility owner shall remove the cover on the grease interceptor or grease trap and shall reinstall the cover after the inspection is complete. The Authority shall record its observations in a written report. Any deficiencies shall be noted in a deficiency notice, which may include but not be limited to the following:

(i.) Failure to properly maintain the grease interceptor or grease trap in accordance with the provisions of

this chapter.

(ii.) Failure to report changes in operations, or wastewater constituents and characteristics.

(iii.) Failure to report examination and cleaning activities or provide manifest forms or disposal receipts.

(iv.) Failure to maintain logs or provide access for inspection or monitoring activities.

(v.) Inability of existing grease interceptor(s) or grease trap(s) to prevent discharge of grease into sewer system as evidenced by build-up of grease downstream of the grease interceptor or grease trap.

(b.) If any deficiencies are recorded by the Authority during an inspection, the Authority shall provide the Food Service Facility a written deficiency notice via certified mail to correct the deficiency within 30 calendar days, and a tentative date for a re-inspection.

(iii.) Frequency.

(a.) The Authority may inspect Food Service Facilities on a periodic basis. Routine inspections shall not be more frequent than six times per year. The Authority official may re-inspect Food Service Facilities which received deficiency notices after a routine inspection or re-inspection. The Authority shall inspect any repairs and shall provide verbal or written notice of its findings.

(b.) In the event of continuing noncompliance, successive re-inspections may be scheduled, and appropriate fees shall be charged to the Garage or Food Service Facility for the first and all successive re-inspections. Re-inspections shall be performed after a minimum of 30 calendar days have elapsed

to allow for corrective action by the food service facility to be completed.

(9.) Fees and charges

(a.) It is the purpose of these Regulations to provide for the recovery of costs from users of the Authority's sewer system for the implementation of the program established herein. The applicable charges, rates or fees shall be set forth in these Regulations and/or the Authority's schedule of rates, charges and fees.

(b.) The Authority may from time to time collect charges and fees to include the following:

(i.) Fees for the reimbursement of the Authority's costs of setting up and operating the FOG control program.
(ii.) Fees for monitoring, inspections, and surveillance procedures.
(iii.) Other fees as the Authority may deem necessary to carry out the requirements contained herein.

(c.) These fees relate solely to the matters covered by these Regulations and are separate from all other fees chargeable by the Authority.

(10.) Penalties. The Authority shall enforce these FOG regulations, and all of the requirements of this section, in accordance with the provisions set forth in these Rules and Regulations and the procedural requirements set forth herein.

(11.) Recovery of Costs. When a discharge of waste causes an obstruction, damage or any other impairment to the Authority's facilities, or any expense of whatever character or nature to the Authority, the Board of Directors shall assess the expenses incurred by the Authority to clear the obstruction, repair damage to the facility, and any other expenses or damage of any kind or nature suffered by the Authority. The Board of Directors shall seek reimbursement from the Garage or Food Service Facility or any other person or entity causing such damages for any and all expenses or damages suffered by the Authority, including the payment of any fines or penalties to any regulatory bodies imposed on the Authority as a result of any permit violations caused by such blockages or obstructions. If the claim is ignored or denied, the Authority Solicitor will be authorized to take such measures as shall be appropriate to recover any expense or to correct other damages suffered by the Authority.

3. System Wide FOG Charge.

a.) Amount. A FOG charge shall be imposed against each user of the Authority's sewer system operating a hotel, restaurant, boarding house, public eating place, service station, garage, factory building or other commercial establishment which handles fats, oils, petroleum or similar products, or which washes cars, trucks, or other types of machinery, or any Property from which fats, oils, petroleum or similar products are being received, in the quarterly amount set by Resolution, but not less than two hundred fifty and 00/100 dollars ($250.00) per EDU. This charge shall be added to each quarterly billing for each such user of the System in order to provide and generate income for the Authority to treat fat, oils and grease being introduced into the System, and said charge is to be additional to the quarterly sewer rental charge billed to each such user of the System. The FOG charge shall be billed and collected in the same manner as the quarterly sewer rental charge and will be due at the same time.

b.) Periodic Charge. If it is deemed necessary, the FOG charge may be imposed annually on such users of the System in order to eliminate FOG or create additional revenues for costs associated with the treatment of FOG.

c.) Notice. The Authority shall give each such user of the system sixty (60) days' notice of the pending imposition of each FOG charge.

d.) Inspection. Upon receipt of said notice, each such user of the System may contact the Authority to arrange for an inspection of the user's premises. The purpose of the inspection is to permit the Authority to inspect the user's premises for an appropriate grease trap. Upon inspection, the Authority shall relieve the user of the FOG charge if it determines that the user is not introducing FOG into the System or has satisfactorily and timely complied with the direction from the Authority to install an appropriate grease trap.

e.) Notice of Violation. If the Authority determines that an appropriate grease trap is not functioning on such a user's premises, the Authority shall notify the user in writing of this fact and the user shall have sixty (60) days from the date of the notice in which to install an appropriate grease trap. Upon the expiration of the sixty (60) day period, the Authority shall conduct a follow up inspection in order to verify compliance with the notice.

f.) Appeal. Any user who receives written notification to install a grease trap may file a written appeal with the Authority not later than ten (10) days from the date of the notice. The filing of an appeal will temporarily stay the requirement that a grease trap be installed, but it will not stay the imposition of the FOG charge.

g.) Attorneys' fees/costs of compliance. The Authority shall require the installation of an appropriate grease trap. To the extent provided by law, the user shall be responsible for the Authority's costs and expenses, including its attorneys' fees, if the Authority is required to pursue legal action in order to accomplish the installation of an appropriate grease trap.

G. Collection of Delinquent Accounts/Termination of Service. Unless otherwise approved by the Authority, the following procedures shall be followed with regard to overdue accounts.

1. With Regard to Water Only and Water and Sewer Customers.

a.) An account will be deemed overdue if it has not been paid within thirty (30) days after an invoice has been issued.

b.) Upon an account becoming overdue, the Authority employee responsible for accounts receivable will prepare and send an overdue notice to the property owner via certified U.S. Mail, return receipt requested. The notice will contain a warning that the Authority intends to add attorneys' fees and out-of-pocket expenses incurred to the amount owed. A copy of the notice will be sent to the occupant of the property in the event the Authority has agreed to bill the occupant and not the owner. The Authority will not agree to invoice anyone other than the property owner with regard to all new accounts.

c.) If the account is not paid within thirty (30) days after the overdue notice is issued, the employee will send a turn off notice to the property owner via regular U.S. Mail, and will post a copy of the turn off notice on the property. This notice will also be mailed to the occupant of the property in the unusual event the Authority has agreed to bill the occupant and not the owner.

d.) If the account is not paid within ten (10) days after the turn off notice is issued, the curb stop will be used to turn off water to the property. A notice will be placed on the property stating that the water has been turned off and that the Authority must be contacted to restore service. Payment of the overdue account, all penalties, and a re-connection fee of not less than $25.00, will be required to restore service. The Solicitor will be provided with the information necessary to prepare and file a lien against the property for the amount due, including all penalties.

e.) If the customer is unable to pay the entire overdue amount, including any penalties, appropriate installment payments will be considered on a case by case basis. In no event, however, will service be reestablished until at least one third (⅓) of the total arrearage has been paid and a signed agreement, which shall include a payment schedule for a period not to exceed four (4) months, prepared by the Solicitor and approved by the Board, has been signed. The customer shall be responsible for all costs incurred in connection with the preparation of any such agreement.

2. With Regard to Sewer Only Customers.

a.) An account will be deemed overdue if it has not been paid within thirty (30) days after an invoice has been issued.

b.) Upon an account becoming overdue, the Authority employee responsible for accounts receivable will prepare and send an overdue notice to the property owner via certified U.S. Mail, return receipt requested. The notice will contain a warning that the Authority intends to add attorneys' fees and out-of-pocket expenses incurred to the amount owed pursuant to Resolution 99-1 as amended. A copy of the notice will be sent to the occupant of the property in the unusual event the Authority has agreed to bill the occupant and not the owner. The Authority will not agree to invoice anyone other than the property owner with regard to all new accounts.

c.) If the account is not paid within thirty (30) days after the overdue notice is issued, the employee will issue a notice to the property owner that a lien will be filed via regular U.S. Mail. This notice will be posted on the dwelling and a copy will be sent to the occupant of the property in the unusual event the Authority has agreed to bill the occupant and not the owner.

d.) If the account is not paid within ten (10) days after the lien notice is issued, the Solicitor will be provided with the information necessary to prepare and file a lien against the property for the amount due, including all penalties.

3. With Regard to All Overdue Accounts. In the event payment has not been received, or satisfactory payment arrangements have been made, within six months of the date a lien is filed, the Solicitor will be notified to exercise the lien thereby forcing a sale of the property. If the customer is unable to pay the entire overdue amount, including any penalties, appropriate installment payments will be considered on a case by case basis. In no event, however, will the Authority keep from exercising the lien until at least one third (⅓) of the total arrearage has been paid and a signed agreement, which shall include a payment schedule for a period not to exceed four (4) months, prepared by the Solicitor and approved by the Board, has been signed. The customer shall be responsible for all costs incurred in connection with the preparation of any such agreement.

H. Violations of Rules and Regulations.

1. Any Person who discharges or causes to be discharged any of the substances into the sewer or water systems in violation of these Rules and Regulations, upon notice from the Authority or the designated representative, shall have no more than ten (10) days in which to cease such violation. If such Person remains in violation ten (10) days following notice from the Authority, then the Authority shall have the right to order the same to disconnect from the sewer and/or water system and/or to assess penalties as stipulated herein.

2. Any Person who causes harm or damage to the sewer or water system as a result of a violation of these Rules and Regulations shall be liable to the Authority for the cost of such harm or damage, which cost shall be in addition to any penalties which may be assessed as stipulated herein.

3. Any Person who violates these Rules and Regulations and as a result causes the Authority to be in violation of any statute, ordinance, rule or regulation of any federal, state or local government or agency, and as a result causes the Authority to incur costs in the form of, but not limited to, a fine or other penalty because of such violation, shall be liable to the Authority to reimburse the Authority for all such costs paid by the Authority to the governmental body or agency plus additional reasonable attorneys' and other consultants' fees incurred by the Authority in connection with the violation.

4. In the event of a violation of these Rules and Regulations, the Authority may avail itself of all remedies available at law or equity including, without limitation, the recovery of attorneys' fees and costs if permitted by law. Each day that a violation of these Rules and Regulations occurs or continues, or each section of these Rules and Regulations which shall be found to have been violated, shall constitute a separate violation of these Rules and Regulations and be punishable as such.

5. All remedies of the Authority as provided for herein are cumulative; election of one remedy shall not bar or prohibit the Authority from invoking any and all additional remedies as provided for herein, or any other remedies that may be available at law or in equity.

6. Penalties imposed under these Rules and Regulations shall be enforceable in the manner prescribed at law at the time when the enforcement is undertaken.

I. Miscellaneous.

1. The Authority shall have the right to reserve a sufficient supply of water at all times in its reservoirs to provide for emergencies and may restrict or regulate the quantity of water used by Consumers in case of scarcity, or whenever the public welfare may require it.

2. The Authority has the right to declare a Water Emergency due to a water shortage or other emergency condition, and to impose any water use restrictions deemed necessary during such an emergency. Water Emergency restrictions will continue in effect until terminated by the Authority.

3. Any authorized representative of the Authority shall have access at all reasonable hours to any premises supplied with water or sewer service for the purpose of reading meters, making inspections or repairs, or securing information as the Authority may deem necessary for the proper and efficient conduct of its business.

4. No official or representative of the Authority shall have authority to bind it by any promise, agreement, or representation not provided for in these Rules and Regulations.

5. The Authority shall have the right to deny any application for water or sewer

service during periods of Water Emergencies or sewage connection moratoriums imposed by the Commonwealth or other entity or agency having jurisdiction to do so.

6. The Rules and Regulations of the Authority shall be applicable to all situations involving the water and sewer systems. A copy of the Rules and Regulations shall be available upon request at the Authority office. Failure of any Person to inform himself of the Rules and Regulations applicable to any situation shall not be considered as sufficient excuse for noncompliance.

APPENDIX

APPENDIX A
APPLICATIONS

APPENDIX B
STANDARD DETAILS

APPENDIX C

STANDARD SPECIFICATIONS FOR WATER & SEWER SYSTEM CONSTRUCTION

APPENDIX D

RESOLUTION OF SEWER AND WATER RATES AND CHARGES