

Rules and Regulations



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Adopted January 14, 2013
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SAXONBURG AREA AUTHORITY
BUTLER COUNTY, PENNSYLVANIA

RULES AND REGULATIONS

As Adopted on January 14, 2013

and

Revised on June 11, 2013

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TECHNICAL SPECIFICATIONS FOR SANITARY SEWER LINE EXTENSIONS

RESOLUTION NUMBER 1-2013 SAXONBURG AREA AUTHORITY

A RESOLUTION OF THE SAXONBURG AREA AUTHORITY, BUTLER COUNTY, PENNSYLVANIA, ESTABLISHING RULES AND REGULATIONS FOR SERVICE, PROCEDURES FOR SANITARY SEWER LINE EXTENSIONS, PROVIDING SPECIFICATIONS FOR SANITARY SEWER LINES AND CONNECTIONS, APPLICATIONS FOR SEWAGE SERVICE, ESTABLISHING RULES GOVERNING THE PAYMENT OF TAPPING FEES FOR CONNECTING ONTO SEWAGE LINES, PROVIDING RULES AND REGULATIONS FOR THE CONSTRUCTION OF LINES, PROVIDING FOR CHARGES FOR SEWAGE SERVICE, PROHIBITING CERTAIN CONDUCT IN PRESCRIBING PROVISIONS FOR ENFORCEMENT OF THIS RESOLUTION HEREIN.

Be it resolved and enacted by the Saxonburg Area Authority, Butler County, Pennsylvania, it is hereby resolved and enacted with and by authority in the same;

The Saxonburg Area Authority hereby establishes and adopts the following Rules and Regulations which shall govern and control the operation of the sewersystem facility owned by the Authority and shall also govern the requirements of connecting all occupied buildings to the Public Sanitary Sewers which are accessible thereto.

SECTION A - INTRODUCTION

1. Adoption of Rules and Regulations

The Saxonburg Area Authority, Butler County, Pennsylvania, has duly adopted the following Rules and Regulations governing the furnishing of sewage services.

2. Sewer Services

The Rules and Regulations, as amended and supplemented, shall govern and control the furnishing of sewage services and shall be a part of each application for service and each service contract.

3. Word Usage for Sewage Services

For the purposes of construing the Rules and Regulations, the use of the singular shall include the plural and the plural the singular. Words used in the masculine gender shall include the feminine and the neuter. Words used in the present or past tense shall include the future.

4. Severable

The provisions of the Rules and Regulations are severable. If any word, sentence, clause, section or other provision thereof is found by a court of competent jurisdiction to be unlawful and void, the remaining provisions shall nevertheless remain valid.

SECTION B – DEFINITIONS

1. “Abnormal Industrial Waste” - Any industrial waste having a Suspended Solids content or B.O.D. appreciably in excess of that normally found in municipal sewage. For the purposes of this Publication, any industrial waste containing more than 350 Parts per Million of Suspended Solids, or having a B.O.D. in excess of 300 Parts per Million, shall be considered an Abnormal Industrial Waste regardless of whether or not it contains other substances in concentrations differing appreciably from those normally found in municipal sewage.
2. “Authority” - The Saxonburg Area Authority.
3. “Authority Administrative Assistant” - The position and its duties established by the Authority and the Person employed or appointed in such position.
4. “Authority Controller” - The position and its duties as established by the Authority and the Person employed or appointed in such position.
5. “Authority Director of Development” - The position and its duties as established by the Authority and the Person employed or appointed in such position.
6. “Authority Director of Operations” - The position and its duties as established by the Authority and the Person employed or appointed in such position.
7. “Authority Engineer” - The position and its duties as established by the Authority and the Person employed or appointed in such position.
8. “Authority Inspector” - The position and its duties as established by the Authority and the Person employed or appointed in such position.
9. “Authority Manager” - The position and its duties as established by the Authority and the Person employed or appointed in such position.
10. “Bio-Chemical Oxygen Demand” (sometimes referred to as “B.O.D.”) - The quantity of oxygen utilized in the bio-chemical oxidation of organic matter under standard laboratory procedure in 5 days at 20°C., expressed in Parts per Million by weight. The B.O.D. shall be determined by one of the acceptable methods described in the latest edition of “Standard Methods for the Examination of Water and Sewage” published by the American Public Health Association.
11. "Capacity Part" - A fee for capacity-related facilities which may not exceed an amount that is based upon the cost of such facilities, including but not limited to: treatment, pumping, trunk, interceptor and outfall main, storage, sludge treatment or disposal, interconnection, or other general system facility.

12. "Chlorine Requirement" - The amount of chlorine, in parts per million by weight, which must be added to sewage to produce a specified residual chlorine content, or to meet the requirements of some other objective, in accordance with procedures set forth in the latest edition of "Standard Methods for the Examination of Water, Sewage and Industrial Waste" published by the American Public Health Association.
13. "Collection Part" - A fee which may not exceed an amount based upon the cost of collection facilities required to provide service, such as mains and pumping stations.
14. "Connection Fee" - A fee which shall not exceed an amount based upon the actual cost of the connection of the property extending from the Authority's main to the property line or right-of-way line of the property connected. The Connection Fee includes the actual connection and all necessary materials, subcontracts, equipment, equipment rental, labor (including benefits, taxes and employment costs), application, administrative, engineering and legal costs. For the installation of normal residential lines, a 6" line for sewer service, the Connection Fee shall be based upon the average cost for previously installed connections of pipes of that size.
15. "Customer" - The Owner or Tenant hereafter defined, contracting for and/or using sewage service for one or more Premises.
16. "Customer Facilities Fee" - A fee charged for the facilities serving the connected property from the property line or right-of-way line of the property so connected to the proposed dwelling or building to be served.
17. "Dwelling Unit" - Any room, group of rooms or enclosure, occupied or intended for occupancy as separate living quarters for a family or other group of Persons living together or by Persons living alone and containing cooking and sanitary facilities.
18. "Equivalent Dwelling Unit" - A standard unit of consumption based on 229.50 gallons of Sanitary Sewage per day per residential unit within the Saxonburg Area Authority service area. A single family dwelling unit shall be equal to one Equivalent Dwelling Unit (EDU) regardless of actual consumption.
19. "Garbage" - Solid waste from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce. Garbage properly shredded shall mean the waste from the preparation, cooking and dispensing of food that has been shredded to such degree that all particles will be carried freely in suspension under the flow conditions normally prevailing in Public Sewers, with no particle greater than ½-inch in dimension.
20. "Home Occupation" - An accessory use of a service character customarily conducted within a residential dwelling by the resident or residents of the dwelling, which is clearly secondary to the use of the dwelling for living purposes and does not involve the employment of more than one non-resident and does not involve the keeping of or exhibition of stock in trade.
21. "Industrial Waste" - Any liquid waste from industrial processes or commercial establishments, as distinguished from Sanitary Sewage.
22. "May" - Shall mean permissive.

23. "Municipalities" - The Municipalities currently served by the Authority, currently the Townships of Clinton, Jefferson, Penn, Middlesex and the Borough of Saxonburg, Butler County, Pennsylvania, and Richland Township, Allegheny County, Pennsylvania, and any other municipality in which the Authority provides sewage services.
24. "Occupiable Building" - A Building designed for human occupancy in which individuals congregate for any purpose; and which is equipped with means of egress and plumbing facilities for water to be used by occupants of the building.
25. "Owner" - The Person, firm, corporation or association having an interest as Owner, whether legal or equitable, sole or partial, in any Premises, which is or may be furnished sewage service by the Authority.
26. "Parts Per Million" - A weight-to-weight ratio; the parts-per-million value multiplied by the factor 8.345 shall be equivalent to pounds per million gallons of sewage.
27. "Person" - Any individual, partnership, association, company, corporation, municipality, municipal authority or political subdivision, or any agency of the federal or state government. The term includes the officers, employees and agents of any partnership, association, company, corporation, municipality, municipal authority or political subdivision, or any agency of the federal or state government.
28. "pH" - The logarithm (Base 10) of the reciprocal of the weight of hydrogen ions in grams per liter of solution. The pH shall be determined by one of the acceptable methods described in the latest edition of "Standard Methods for the Examination of Water and Sewage" published by the American Public Health Association.
29. "Plumbing System" - All piping, fixtures and appurtenances used to transport water to, within and from a building, including all residential and nonresidential facilities and source, transmission, treatment and distribution facilities of Public Water Systems.
30. "Premises" - The property or area, including the improvements thereon and additions thereto, to which sewage service is or will be furnished and shall include, but may not be limited to:
 - (a) A building under one roof, owned or leased by one Customer and occupied as one residence or one place of business, including additions thereto.
 - (b) A group or combination of buildings owned by one Customer, in one common enclosure, occupied by one family or one organization, corporation or firm as a residence or place of business, or for manufacturing or industrial purposes, or as a motel, hotel, hospital, church, private school, or similar institution, except as otherwise noted herein.
 - (c) The one side of a double house having a solid vertical partition wall.
 - (d) Each side or each part of a house or building occupied by one family even though the water closet and/or other fixtures may be used in common.

- (e) Each Dwelling Unit, office, or suite of offices, and/or place of business located in a building or group of buildings, even though such buildings in a group are interconnected by a tunnel or passageway, covered area-way or patio, or by some similar means or structure.
 - (f) A public building devoted entirely to public use, such as a municipal building, school or fire station.
 - (g) A single lot or park or playground.
 - (h) Each house in a row of houses.
 - (i) Each Dwelling Unit in a house or building.
 - (j) Each individual and separate place of business and/or occupancy located in one building or group of buildings commonly designated as shopping centers, supermarket areas, and by such other terms.
 - (k) Each Dwelling Unit in a public housing development owned and operated by the United States of America, a municipal subdivision of the Commonwealth of Pennsylvania, or an agency or instrumentality of the United States or the Commonwealth of Pennsylvania; by a philanthropic foundation or organization of some such similar body or organization; or operated under private ownership.
 - (l) A mobile home.
31. "Private Sewerage System" - All or any portion of a sewerage system not owned by the Authority.
 32. "Public Water Supplier" - Any Person or entity who owns or operates a Public Water System.
 33. "Public Water System" - A Public Water System as defined in the Safe Drinking Water Act and owned by an authority, a municipality or a public utility company.
 34. "Rate Schedule" - The entire body of effective rates, rentals, Tapping Fees, Connection Fees, Customer Facility Fees and other charges, as published by the Authority and as amended and supplemented from time to time.
 35. "Reimbursement Component" - Shall mean an amount necessary to recapture the allocable portion of facilities in order to reimburse the property Owner or Owners at whose expense such facilities were constructed.
 36. "Residential Premises" - A Dwelling Unit.
 37. "Sanitary Sewage" - The normal water-carried household and toilet wastes from residences, business buildings, institutions, industries and commercial establishments exclusive of stormwater runoff, surface water or ground water.

38. "Sanitary Sewerage System" - All Sanitary Sewers, all sewage pumping stations, all sewage treatment works and all other facilities provided and owned by the Authority for the collection, conveyance and treatment of Sanitary Sewage and industrial waste with their appurtenances and any additions, extensions or improvements thereto that may be made by the Authority and/or others.
39. "Sewage" - A combination of the water-carried wastes from residences, business buildings, institutions, commercial and industrial establishments.
40. "Sewage Service Connection" - The connection of the sewer carrying Sewage to the Sanitary Sewerage System.
41. "Sewage Treatment Plant" - Any arrangement of devices and structures used for treating Sewage.
42. "Sewage Works" - All facilities for the collection, conveyance, pumping, treatment and disposal of Sewage.
43. "Sewer Line Extension" - Extensions of sewer lines beyond existing facilities excluding Building Sewer service connections.
44. "Sewer Types" -
 - (a) "Building Drain" - That part of the lowest horizontal piping of a drainage system beginning at a point 5 feet outside the inner face of the building wall which receives the discharge from waste and other drainage pipes inside the walls of the building and conveys it to the Building Sewer and which shall be owned and maintained by the Owner.
 - (b) "Building Sewer" - The pipe located between the Building Drain and the Building Sewer Connection or the Lateral Sanitary Sewer and which shall be owned and maintained by the Owner.
 - (c) "Building Sewer Connection" - The pipe, wyes, manholes and other appurtenances located between the Building Sewer and the Public Sewer and which shall be owned and maintained by the Authority.
 - (d) "Combined Sewer" - A sewer receiving both surface or stormwater runoff and Sanitary Sewage.
 - (e) "Intercepting Sanitary Sewer" - A sewer into which the Sewage from all main and other sewers is discharged.
 - (f) "Lateral Sanitary Sewer" - The pipe located between the Building Drain and the Building Sewer Connection or the Building Sewer and which shall be owned and maintained by the Owner.
 - (g) "Main Sanitary Sewer" - A sewer that is a main stem or artery of the sewerage systems.

- (h) "Public Sanitary Sewer" - A Sanitary Sewer owned, maintained and operated by the Saxonburg Area Authority.
 - (i) "Public Sewer" - A sewer owned and maintained by a public authority.
 - (j) "Sanitary Sewer" - A sewer, which carries Sewage and to which storm, surface and ground waters are prohibited.
 - (k) "Sewer" - A pipe or conduit for carrying Sewage.
 - (l) "Storm Drain" - A pipe or conduit which carries storm and surface waters and drainage but excludes Sewage and polluted industrial wastes.
 - (m) "Storm Sewer" - A sewer which carries storm and surface waters and drainage but excludes Sewage and polluted industrial wastes.
 - (n) "Sub-Main Sanitary Sewer" - A sewer into which the Sewage from two or more laterals is discharged.
45. "Shall" - Shall mean mandatory.
 46. "Slug" - Any discharge of water, Sewage or industrial waste which, in concentration of any given constituent or in quantity of flow, exceeds for any period of longer duration than 15 minutes more than three times its average hourly concentration of flow.
 47. "Special Purpose Part" Shall mean fees for special purpose facilities applicable only to a particular group of Customers, for serving a particular purpose and/or serving a specific area, based upon the cost of such facilities.
 48. "Surcharge" - An additional rate for treatment of waste, including Abnormal Industrial Waste, of greater strength than the concentration values established as is representative of normal Sewage.
 49. "Suspended Solids" - Solids that either float on the surface of, or are in suspension in, water, Sewage or other liquids, and which are removable by a laboratory filtration device. The quantity of Suspended Solids shall be determined by one of the acceptable methods described in the latest edition of "Standard Methods for the Examination of Water and Sewage" published by the American Public Health Association.
 50. "Tapping Fees" - Fees that constitute the combination of the Capacity Part, Collection Part, Special Purpose Part and Reimbursement Part.
 51. "Tenant" - Anyone occupying Premises under lease from the Owner and/or occupant of the Premises with permission of the Owner in any premise, which is about to be or is being furnished Sewage service by the Authority.
 52. "Unpolluted Waste or Unpolluted Water" - Water of quality equal to or better than the effluent criteria in effect established by Federal and State regulatory agencies or water, which would not be benefited by discharge to the Sanitary Sewers and sewage treatment facilities of the Authority.

53. "Water Course" - A channel in which a flow of water occurs, either continuously or intermittently.

SECTION C - SERVICE

1. General

The Authority shall furnish Sewage service only in accordance with the Rules and Regulations as amended and supplemented. No application for service, contract, agreement or license shall be inconsistent or conflict with the Rules and Regulations.

2. Alter, Amend, Supplement or Repeal the Rates

The Authority may from time to time, as it may deem necessary, alter, amend, supplement or repeal the rates and the Rules and Regulations, in whole or in part.

3. Refusal of Sewage Service

The Authority may refuse the furnishing of sewage service if Sewage flows are found or estimated to be excessive, or if the character of the sanitary wastes to be discharged are determined to be unsatisfactory.

4. Maintenance and Repair

Maintenance and repair of the sewer service lines or Building Sewers, including the cost thereof, will be the responsibility of the user, Customer or property Owner. No work shall be done on any sewer service line or Building Sewer without prior approval from the Authority. All work shall be subject to inspection by the Authority during the performance thereof. The Authority shall have the right to do all work with respect to connections to the main sewers and charge the user, Customer or property Owner for the cost of such work, said work to be done in accordance with the requirements hereinafter set forth. A minimum of five days advanced notice shall be given to the Authority prior to the commencement of any work on the sewer service line or Building Sewer for which approval has been obtained from the Authority.

5. Separate Service Line for Each Premise Served

(a) Each Premise shall be served through a separate Building Sewer Connection and Building Sewer, except where physical conditions prevent the installation of separate service facilities as determined by the Authority.

(b) The term "physical conditions" shall apply only to such situations as relate to the plumbing layout in the Premise. All Building Sewer Service Line Extensions, as defined herein, shall be installed in accordance with all Authority requirements relative thereto, and shall be connected only to main lines abutting the property and owned by the Authority. Except as otherwise provided, such Building Sewer Service Line Extensions shall extend to a straight line at right angles to the main sewer lines to the

Premises where possible. All proposed sewer installations must be approved by the Authority prior to installation.

- (c) The charges for sewage service in all cases where more than one Premise is served through one Premise or Building Sewer Service Line Extensions shall be determined as set forth in detail in these Rules and Regulations and the Comprehensive Fee Resolution.

6. Mandatory Connection

- (a) The Owner or Owners of all Occupiable Buildings located on any Premises which now or in the future becomes accessible to a Sanitary Sewer System in the service area of the Authority and such municipality shall have enacted a mandatory tap ordinance, shall connect any building or buildings to the Sanitary Sewer System to which the building or buildings may be accessible. For the purposes of discerning accessibility, it shall be presumed that any building located within 150 feet of the Sanitary Sewer System's right-of-way, general utility right-of-way or municipal or state road right-of-way when the Sanitary Sewer System is located in such a right-of-way, is accessible to such provision.
- (b) Any Owner or lessee on real property who connects onto the Public Sanitary Sewer shall thereafter be prohibited from constructing or utilizing any on-lot Sewage disposal system unless the property Owner has obtained the prior written consent of the Municipality and Authority not to connect into the existing Public Sanitary Sewers.
- (c) As Public Sanitary Sewers are laid and provided in other and additional areas of the Authority, the Owners of all occupied lands accessible to such Public Sanitary Sewers so laid and provided shall within sixty (60) days connect all Occupiable Buildings with the Public Sanitary Sewers to which the property is accessible.
- (d) When future Public Sanitary Sewers become available to any property in any municipality for which the municipality has enacted a mandatory tap ordinance and the property Owner or Owners have failed to connect the property to the Public Sanitary Sewers, the Authority may give written notice to the Owner or Owners stating the requirement that they connect the property to the Public Sanitary Sewers within sixty (60) days from the date thereof and failure to comply with said notice shall subject the property Owner or Owners to any of the penalties provided for in Resolution or to an action in equity to compel connection to the Public Sanitary Sewers.
- (e) It shall be unlawful for any Persons, firm, or corporation to erect or construct any privy, privy vault, cesspool, septic tank or any other type of disposal receptacle or structure in or on any Premises accessible to any Public Sanitary Sewers in the service area of the Authority.

7. Sanitary Sewage Service Area

The Municipalities' approved Act 537 Plan shall dictate the municipal Sanitary Sewage service provider. In the event that a dispute exists regarding the authorized Sanitary Sewage service provider for specific properties, the following guidelines shall apply:

- (a) Any Occupiable Building located entirely within an area designated to be served by the Authority in the Municipalities' Act 537 Plan for any municipality served by the Authority shall be served by the Authority unless the Authority relinquishes its service rights.
- (b) Any Occupiable Building located partially within an area designated to be served by the Authority in the Municipalities' Act 537 Plan for any municipality served by the Authority and partially within an adjacent municipality which does not have public Sanitary Sewage service available to serve the Occupiable Building shall be served by the Authority unless the Authority relinquishes service.
- (c) Any Occupiable Building located partially within an area designated to be served by the Authority in the Municipalities' Act 537 Plan for any municipality served by the Authority and partially within an adjacent municipality which has public Sanitary Sewage service available to serve the Occupiable Building shall be served by the Authority if the Occupiable Building is situated more than one half in a municipality served by the Authority and the Occupiable Building is taxed in a municipality served by the Authority unless the Authority relinquishes service.
- (d) Any Occupiable Building located partially within an area designated to be served by the Authority in the Municipalities' Act 537 Plan for any municipality served by the Authority and partially within an adjacent municipality which has public Sanitary Sewers available to serve the Occupiable Building and the Occupiable Building is taxed in the adjacent municipality, the Authority shall relinquish service for the Occupiable Building.

SECTION D – APPLICATIONS AND CONTRACTS FOR SERVICE

1. Application for Sewer Service

A written application on a form, furnished by the Authority together with the Tapping Fee, Customer Facilities Fee, inspection fee, turn-on fee and application fee shall be submitted to the Authority for the purpose of requesting sewage service and the installation of a Building Sewer Connection to each premise or group of Premises where an individual Building Sewer Connection is permitted in accordance with these Rules and Regulations. Said application shall be subject to such fees and charges currently in effect, which are payable in advance of service. Each application shall be signed by the Owner of the Premises or his duly authorized agent who may be a Tenant, builder, developer, or property management company, provided that where the application is signed by a Tenant, builder, developer, or property management company, other than the Owner, the Owner shall be responsible for the bills as set forth in Section K. As a condition to the rendition of service to any Premises where the applicant is a Tenant, builder, developer, or property management company, the Owner of such Premises shall enter into an agreement with the Authority whereby the Owner shall acknowledge its obligations to pay for any unpaid charges of Owner's Tenant, builder, developer, or property management company, subject to the limits set forth in Section K. The application, together with the rates and Rules and Regulations of the Authority, shall regulate and control the service for the Premises. Said application shall be submitted at least one (1) month or such shorter time as the Authority may require, before the connection is required. The installation of all Building Sewer Connections shall be in accordance with the requirements hereinafter set forth.

2. Approval of Applications

Applications are considered written requests for Building Sewer Connections and/or sewage service and must be approved by the Authority. The Authority shall review the application and determine if sewage service is available to the property and if all required fees and information have been supplied by the applicant. No application shall be approved and no sewage service shall be made available until applicant pays all required fees and complies with the Rules and Regulations.

3. Application a Contract

The application for sewage service shall be a contract between the Customer and the Authority, upon approval by the Authority. In all instances where the Customer is a Tenant, builder, developer, or property management company, the Owner of the Premises shall be a party to the contract. Charges for service shall commence on the date the service is connected and inspected to the Premises except in the case where a Customer is furnished sanitary service by the Authority, provided water service by a Public Water Supplier and the Authority's billing to the Premises will be based upon the Public Water Supplier's meter readings. In this case, charges for sewer service shall commence on the date that the Public Water Supplier activates water service to the Premises.

4. Contracts with Delinquents

To the extent permitted by law, no agreement will be entered into by the Authority with any applicant for sewage service until all arrearages for service, rents, bills for meter repairs or other charges due by the applicant at any Premises now or theretofore owned and/or occupied by him shall have been paid or until satisfactory arrangements for payment of such unpaid bills shall have been made.

5. Term of Contract

All contracts for sewage service shall continue in force until service is terminated in accordance with Section I.2. of these Rules and Regulations.

6. Special Contracts

The Authority may require prior to the furnishing of sewage service special contracts in lieu of, or in addition to applications for service including, but not limited to, contracts for the extension of sewage systems, temporary service, standby service and for service from or to other utilities or municipal subdivisions.

7. Government Regulations a Part of Contract

All contracts for sewage service shall be subject to such changes or other modifications as may be directed by action of the Legislature of the Commonwealth of Pennsylvania or another regulatory body.

8. Joint and Several Liability

Two or more parties who join in the application for service shall be jointly and severally liable; provided, however, that irrespective of the number of Persons liable for payment, the Authority shall only prepare and submit a single bill.

9. New Application Upon Change in Ownership, or Conditions of Sewage Service Use

A new application on a form, furnished by the Authority together with the Application fee must be submitted and approved by the Authority upon any change in ownership of the property, or in the service, as described in the application. The applicant may submit the application by the telephone, mail, electronic mail or facsimile machine. Until such time as the Authority has received notification of either the change of Customer or the change of Owner, and the Authority has had time to read the meter, if applicable and render a final billing, the Owner of record shall remain liable until such time as a final reading, if applicable has been completed and the final bill paid by the Owner and/or Customer. For the first and final bills, the meter shall be read, if applicable in 100-gallon increments the same as the normal reading. The first and final bill for non-metered Customers shall be rendered by prorating the normal bill by the portion of the month that service was available.

Upon change of Ownership, the responsibility of complying with the foregoing is upon the buyer and seller, and their failure to do so makes both parties liable for any obligation owing which may be collected from either and liened against the property in either's name. Any Customer who moves shall be responsible for notifying the Authority of their forwarding address.

10. Change in Size, Character or Extent of Equipment or Operation

In connection with a change in service, any Customer making any material change in size, character or extent of equipment or operations utilizing sewage service, or whose change in operations results in a substantial increase in the flow of Sewage or industrial waste, shall immediately give the Authority written notice of the nature of the change and, if necessary, amend their application.

11. Renewal of Service

Sewage service will be renewed under a proper application when the conditions under which such service was discontinued are corrected, and upon the payment of all charges due from the applicant.

12. Conditions of Plumbing System

The piping, plumbing and fixtures on the property of the Customer are assumed to be in satisfactory condition at the time service facilities are connected and service furnished. The Authority will not be liable in any case for any accidents, breaks or leakage that in any way are due to the connection with the Building Sewer Connection, nor for any damage to the property resulting from the usage or non-usage of sewage to the Premises. The Authority may terminate such service if the plumbing and sanitary drainage system is not in accordance with the Rules and Regulations and Resolutions of the Authority.

SECTION E - TAPPING AND CONNECTION FEES

Pursuant to the Municipal Authorities Act and in accordance with the provisions of Act 57 of 2003, the Saxonburg Area Authority charges enumerated fees to property Owners who desire to or are required to connect to the Public Sanitary Sewer. All Owners of property who desire to or are required to connect to the Public Sanitary Sewers shall be subject to the Tapping Fees set forth in Resolution 25-2005, "Fee Schedule for Tapping Fees" adopted by the Authority on November 9, 2005, as may be amended from time to time.

1. Precision and Accuracy of Tapping Fees

The minimum Capacity Part, Collection Part, and Special Purpose Part of the Tapping Fee charged or adjusted (as stated in Section E.2) shall be one (1) EDU. The precision of all Tapping Fees shall be rounded to the nearest one hundredth of an EDU.

2. Review of Tapping Fees Charged

The Authority shall review the actual usage by the applicant for a period of 36 months from the date of Tap Application, after which time the Authority shall calculate the actual usage of the Customer. The actual usage shall be determined by the Authority by inspection of the Premise's water meter readings during this period. The period to determine the average usage will be defined as the last 12 months of the "look back" period (i.e. the 25th month from the date of the Tap Application to the 36th month). This actual usage shall then be used to arrive at the number of Equivalent Dwelling Units. In the event that the estimated Capacity Part, Collection Part, and Special Purpose Part of the Tapping Fee initially charged is erroneous, a revised Capacity Part, Collection Part, and Special Purpose Part of the Tapping Fee shall be established and the Customer shall be responsible for paying to the Authority any shortage between the estimated fee and the actual fee or the Authority shall be responsible for repaying to the Customer any overpayment of the initial fee charged. In the event the difference between the initial fees paid and the actual revised fee is less than one (1) EDU, no adjustments will be made. This "look back" provision shall be enforced only one time for each new non-residential Customer unless the Customer causes "Significant Improvements" to their facility which requires an additional service application. "Significant Improvements" which require an additional service application are defined as those improvements to the facilities which alter or modify any non-residential processes, additional work shifts, or any physical improvements which require a municipal building permit.

In the event that the Customer does not fulfill their sanitary sewer connection responsibilities relating to connecting with the Sanitary Sewerage System or installing a water meter to monitor sewage usage, as required by the municipalities' "Mandatory Connection Ordinance" or by the Authority's "Rules and Regulations," and this non-compliance prevents the Authority from accurately completing its review of tapping fees, then the Authority shall conduct its review of tapping fees based upon a period of thirty-six (36) months after the Customer complies with the municipalities' "Mandatory Connection Ordinance" and the Authority's "Rules and Regulations."

SECTION F –BUILDING SEWER CONNECTIONS, EXTENSIONS AND SERVICE

1. General

No Building Sewer Connections shall be installed until the application for service has been approved by the Authority.

2. Authorized Employees or Agents

Unless otherwise authorized by the Authority, only duly authorized employees or agents of the Authority will be permitted to install a Building Sewer Connection.

3. Payment in Advance

All Tapping Fees, Customer Facilities Fees, inspection fees, turn-on fees, application fees and all other charges and fees shall be paid to the Authority in advance of the installation of the Building Sewer Connection.

4. Inclement Weather

The Authority may defer the installation of Building Sewer Connections during inclement weather until such time as, in the judgment of the Authority; conditions are suitable for an expeditious and economical installation.

5. Approval of Building Sewer Connection

The Authority shall have the right to determine and/or approve the size and kind of Building Sewer Connection.

6. Maintenance - Building Sewer Connection

All service line connections will be maintained by the Authority, including repairs, renewals or replacements.

7. Altering, Changing, or Tampering With Inspection Port is Prohibited

When inspection ports are located at the curb, property line or right-of-way line, the riser pipes and connections therein will be installed by and at the expense of the Customer. No Customer or workman shall alter, change or in any way tamper with the inspection port or piping connections therein without authorization from the Authority.

8. Frozen Lines

In cases where Building Sewers are frozen, the Owner shall, at his expense, thaw out the Building Sewers. To avoid a recurrence of freezing, the Authority will make an examination of the Building Sewer line, and if it is not at a depth of 4 feet, as required, the Authority shall have the right to require it to be relocated to a depth of 4 feet at the cost of the Customer before service is resumed.

9. Written Permission Needed to Uncover or Make Connections

No unauthorized Person shall uncover or make any connections with or openings into, use, alter or disturb any sewer owned by the Authority without first having obtained written permission from the Authority. Permission to use the Building Sewer will not be granted until after an inspection has been made of the installation and a determination made that

said Building Drain and Building Sewer are constructed to exclude all storm water, downspout, subsoil drains and such other illegal connections, and all industrial wastes prohibited herein are excluded. The scope of the inspection will be described elsewhere herein.

10. Building Sewer Costs and Expenses Incurred By Owner

All costs and expenses incidental to the installation and connection of the Building Sewer to the Building Sewer Connection shall be borne by the Owner. The Owner shall indemnify the Authority from any loss or damage that may directly or indirectly be caused by the installation of the Building Sewer. All costs and expenses incidental to maintenance, repair, replacement and other work in connection with Building Sewers shall be borne by the Owner.

11. Old Building Sewers Permitted if Meet Requirements

The use of old Building Sewers in connection with new Customers, new buildings or new connections will be permitted only when they are found, upon examination and testing by the Authority or Persons approved by the Authority or agencies, to meet all requirements set forth herein. The use, or partial use of an existing old Building Sewer shall be permitted in lieu of a completely new Building Sewer line if:

- (a) A permanent structure secured to the ground by way of footings exists on top of the old Building Sewer.
- (b) Impervious surfaces such as sidewalks, driveways, parking lots, or patios which are constructed out of concrete or asphalt have been installed over the old Building Sewer.
- (c) The construction of a new Building Sewer causes a business to cease operations.

In the event that at least one of the above criteria exists, the existing old Building Sewer line shall be permitted upon application by the Customer to the Authority, the payment of the appropriate inspection fees and verification of all of the following:

- (a) The existing old Building Sewer shall not be constructed from vitrified clay pipe.
- (b) The existing old Building Sewer shall only be approved to extend a distance of ten (10) feet from the edge of the approved exemption described in Section 11.a, 11.b or 11.c.
- (c) The existing old Building Sewer shall be constructed of a material with a minimum Schedule 40 thickness.
- (d) The Owner demonstrates that no sources of ground or storm water are connected to the existing old Building Sewer.
 - (i) The Customer shall be responsible to conduct sewer line televising on the existing old Building Sewer in the presence of the Authority. The results of the televising must provide that no other connections are made to the Building Sewer and that the Building Sewer is in an acceptable condition and free from all obstructions.

- (ii) The Customer shall be responsible to conduct a successful low air pressure test on the existing old Building Sewer in the presence of the Authority. The air pressure test must be satisfactorily completed at 5 psi for 15 minutes with no loss in pressure.

12. Separate Drainage System Per House or Building

Generally, the main drainage system of every house or building shall be separately and independently connected with the Authority's main sewer.

13. Building Sewer on Private Property

Building Sewers shall be required to be installed on the property of the Premises to be furnished sewer service. All Building Sewers shall be connected to Authority-owned main lines.

14. Policy on Number of Connections and Use Classifications

Each property that has an Occupiable Building or buildings situated upon it shall be provided a minimum of one connection. Multiple connections may be purchased for a single structure with multiple use classifications or for a property with multiple structures.

All connections shall be classified based on use classification. The different use classifications are outlined in Section I.1.

In instances in which there are multiple buildings on a single parcel or multiple classifications of use within a single building, a minimum of one (1) connection shall be required for each use classification regardless of the number of structures. A "Home Occupation" shall not be considered a separate use. A Home Occupation is defined as an accessory use of a service character customarily conducted within a residential dwelling by the resident or residents of the dwelling, which is clearly secondary to the use of the dwelling for living purposes and does not involve the employment of more than one non-resident and does not involve the keeping of or exhibition of stock in trade.

One monthly bill will be issued for each connection payable by the property Owner. The monthly bill will be based upon one the following with the greater amount being due:

- (a) Metered water usage, or
- (b) Minimum base payment

15. Single Service Line with Two or More Customers

When two or more Customers are supplied through an approved single service line, any violation of the Rules and Regulations of the Authority by either or any of said Customers

shall be deemed to be a violation as to all. Unless said violation is corrected after reasonable notice, the Authority may take such action as can be taken for a single Customer, except that such action shall not be taken until the innocent Customer, who has not violated the Authority's Rules, has been given a reasonable opportunity to attach his service pipe to a separately controlled service connection.

16. Plumbing - Drainage System

The Plumbing System serving the Premises shall be designed and constructed in accordance with the Uniform Construction Code as modified by the Municipality, insofar as said code does not conflict with the requirements hereinafter set forth. Said requirements shall govern and shall control the design and construction of the Plumbing System except in matters where said requirements are silent. All Plumbing Systems constructed prior to the adoption of the Uniform Construction Code shall be grandfathered in accordance with the Uniform Construction Code.

17. Vents Installed

All sewers below floors of buildings and 5 feet outside the building shall be Schedule 40 PVC or ABS pipe. A running trap with vent shall be installed at the end of the Building Drain. Vents may not be located in driveways or other impervious surfaces, unless approved by the Authority.

18. Approval of Flexible Couplings

Adaptors from house drains to Building Sewer or sewer service connection shall be stainless steel "shielded" flexible couplings with four (4) stainless steel clamps as manufactured by Fernco, Inc., or an approved equal.

19. Building Sewer Connections:

Upon the Customer's payment of the appropriate fees outlined in Section D.1, the Authority shall furnish, install, maintain, replace, repair and otherwise operate Building Sewer Connections, make all connections from the Building Sewer Connections to the Authority's main lines to a point just downstream of the Customer-owned inspection port or to the location of the right-of-way line or property line. The said Building Sewer Connection shall be the property of the Authority and remain under its control. The Customer shall pay for the cost of relocation of all Building Sewer Connections at his request or for his convenience. The Building Sewer Connection shall be constructed of the same material as the Authority's main line.

Materials - Building Sewer Connections shall be constructed of the same material as used in the Public Sanitary Sewer.

(a) POLYVINYL CHLORIDE (PVC) PIPE

(i) Description

- (a) PVC pipe 6 inches in size and larger and fittings shall conform with the requirements of the latest revisions of ASTM Specification D3034-SDR35.

- (b) A bell and spigot ring type of joint shall be provided. The bell shall consist of an integral wall section with a solid cross-section rubber ring, factory assembled, securely locked to prevent displacement.
 - (c) All bells on branch wyes or fittings shall be factory assembled.
 - (d) An "O" ring coupling with stainless steel tightening band and rubber gasket water stop shall be provided for installation in manhole walls for pipe connections.
 - (e) Lengths shall not exceed 12.5 feet.
- (ii) Pipe and Fitting Markings
- Pipe and fittings shall be in compliance with this standard. All pipe and fittings shall be marked with the following:
- (a) Manufacturer's Name or Trademark
 - (b) Nominal Size
 - (c) Material Designation "PVC"
 - (d) ASTM Spec. (D 3034)
- (iii) Joints

The rubber gasket for the bell and spigot joint shall be the Elastomeric Gasket Joint providing a watertight seal.

20. Building Sewer - Design and Installation

Building Sewer includes the installation of facilities from the connection to the Authority's Building Sewer Line Connection to the Building Drain, including the construction of the inspection port, cleanouts, and vent. The Building Sewer shall be furnished and installed by the Customer. All work shall be at the expense of the Customer, and shall be installed by skilled and qualified workman. The Contractor for the Customer shall notify the Authority when the service line will be installed in sufficient time to permit the Authority to schedule its work and install the Building Sewer Connection. The Customer shall be responsible to connect the Building Sewer to the Building Sewer Connection. Under no circumstances shall the Authority connect the Building Sewer Connection to the Customer's Building Sewer.

The Building Sewer, including but not limited to the following, shall be subject to the detailed requirements and specifications of the Authority:

The Building Sewer shall be a minimum of four (4) inches in diameter and the pipe shall be laid on a minimum slope of 1/8 inch per foot and cleanouts shall be placed at intervals of not more than 100 feet. All Building Sewers shall conform to the specifications set forth in the Application for Service.

(a) Cleanouts

Cleanouts consisting of a sanitary tee wye, riser and watertight plug are required at intervals specified above, or at all direction changes greater than 45 degrees. Cleanouts shall not be located in driveways or other impervious surfaces, unless approved otherwise.

(b) Inspection Ports

Inspection ports consisting of a two-way cleanout fitting, riser, 2" threaded, recessed, watertight plug, monument box along with 2B crushed limestone backfill shall be installed by the Customer at the location of connection to the Authority's Building Sewer Connection. Inspection Ports shall not be located in driveways or other impervious surfaces, unless approved otherwise. The Authority shall have the right to access, test and inspect the inspection port as it deems necessary.

(c) Installation

Prior to excavation of any trench, the Contractor should expose the Building Sewer Connection and the Building Drain. The trench width shall be kept to minimum width and have a uniform slope at approved grade, and as near as possible at right angles to the Authority's Building Sewer Connection. All trenches must be excavated at least 6 inches below the invert of the pipe. 2B crushed limestone bedding shall be placed in the trench to the grade of pipe and after providing bell holes and laying pipe, backfilled to a minimum height of 6 inches over the top of the pipe with 2B crushed limestone. The crushed limestone backfill must be carefully tamped along both sides of the pipe. Remaining backfill, if satisfactory, may be material from the original excavation. Backfilling shall not be accomplished prior to inspection. If unusual trench conditions exist, such as excessive depth, unstable soil, under a stream or other watercourse, the Authority may require the Owner, at his own expense, to encase the Building Sewer in concrete or take such other steps, which, in the opinion of the Authority, are necessary for proper installation. The Authority may refuse a permit to allow a connection directly to the Intercepting Sanitary Sewer or Main Sanitary Sewer and require extensions and connections to a manhole; the manhole, sewer and other work to be accomplished at the expense of the Owner. In no event will a connection be made through a hole cut in the sewer.

21. Inspection

The applicant for the Service Application shall notify the Authority when the Building Sewer and related facilities are ready for inspection and connection to the Building Sewer Connection but prior to connection to the trap, and prior to backfilling. Final inspection will not be scheduled until all applications for service have been submitted and approved, and all Tapping Fees or other charges due and payable have been remitted to the Authority. The inspection of the Building Sewer and related facilities may include but may not be limited to the inspection of installation to insure that proper bedding and embedment of the pipe has been accomplished; concrete encasement has been placed where required and an air pressure test of the lines at a pressure of 5 psi for 15 minutes without any loss of pressure.

The applicant or Customer shall pay a fee for the inspection of an original installation and a fee for each additional trip necessary to complete the inspection, said fees to be the charges in effect at the time of said inspection work. If the inspection indicates failure to comply with the requirements, sewer service will not be granted until the proper remedial measures have been taken.

In all cases, the applicant will be responsible for the connection of the Building Sewer to the Building Sewer Connection.

22. All excavations shall be performed in accordance with the latest edition of the OSHA Standards-Employer-Employee Safe Practices for Excavation and Trenching operations.

23. Building Sewer – Maintenance

All Building Sewers shall be maintained by the Owner or Customer at his cost, and the sewer shall be protected properly and maintained by the Owner or Customer. When repairs, renewals or replacements or other necessary work is required in the aforesaid facilities, the Owner or Customer shall employ, without delay, competent tradesmen to do the work, at his expense. All leaks shall be repaired immediately. No work shall be done, however, without the approval of and supervision by the Authority.

SECTION G – USE OF SEWERS

1. Required Use

All Premises accessible to the Authority's sewerage system as defined in the Municipality's Mandatory Connection Ordinance shall be connected to the system, at the expense of the user and/or property Owner.

2. Connections Made in Accordance with Rules and Regulations

All connections shall be made in accordance with the Rules and Regulations and other applicable requirements of the Authority.

3. All Property Accessible to Sanitary Sewage System Shall Be Connected

It shall be unlawful for any Person owning any Occupiable Building or Premises accessible to the Sanitary Sewerage System and in such Municipalities which have required connections pursuant to the Mandatory Connection Ordinance to erect, construct, use or maintain or cause to be erected, constructed, used or maintained any privy, cesspool, sinkhole, septic tank or other receptacle on such Premises for receiving Sanitary Sewage.

4. Unpolluted Waters Prohibited to Be Discharged to Sewer

No Person(s) shall discharge or cause to be discharged any Unpolluted Waters such as stormwater, groundwater, roof runoff, subsurface drainage, basement seepage, foundation drain or any other non-sewage source of water into the Public Sanitary Sewer. Before connection to the Public Sanitary Sewer, Owner or applicant for service shall remove such connections and adequately and permanently plug his system to prevent the entrance

of all stormwater, groundwater, roof runoff, subsurface drainage, basement seepage, foundation drain or any other non-sewage source of water into the Public Sanitary Sewer. After connection to the Sewer is made, the applicant shall maintain the Building Drain and Building Sewer in such a manner that no such stormwater, groundwater, roof runoff, subsurface drainage, basement seepage, foundation drain or any other non-sewage source of water enters into the Public Sanitary Sewer.

5. Wastes Prohibited to Be Discharged

No Person shall discharge or cause to be discharged any of the following described waters or wastes to any Public Sanitary Sewer:

- (a) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.
- (b) Any waters containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any waste treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of any wastewater treatment plant.
- (c) Any waters or wastes having a pH lower than 5.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the wastewater works.
- (d) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the wastewater facilities such as, but not limited to, ashes, bones, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground Garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by Garbage grinders.

6. Industrial Pretreatment

Those provisions of Section M hereof (Industrial Pretreatment) relating to prohibited discharges into the Authority's sewer system shall apply to all users of the sewer system.

7. Interceptors

Grease, oil, and sand interceptors shall be provided when, in the opinion of the Authority, they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwellings units. All interceptors shall be of a type and capacity approved by the Authority, and shall be located as to be readily and easily accessible for cleaning and inspection. In the maintenance of such interceptors the Owner shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates, and means of disposal, which are subject to review by the Authority. Any removal and hauling of the collected materials not performed by Owner's personnel must, be performed by currently licensed waste disposal firms.

SECTION H - METERS AND SEWAGE SERVICE BILLING POLICIES

1. General

All meters, unless otherwise indicated, will be furnished by the Authority and installed by the applicant's skilled workmen, subject to payment of the applicable fees, if any by the Owner. All meters will remain the property of the Authority and be accessible to and subject to its control and maintenance. The Authority shall have the right to furnish and require the Customer to install meters of the remote type, all costs of which shall be borne by the applicant and/or Owner. A meter will be required for each Premise, except as otherwise provided.

Where a Customer is provided water service by a Public Water Supplier, and such Public Water Supplier has installed or caused to be installed a water meter on the Premise, regulations related to the furnishing, installation, maintenance and costs of the water meter shall be established by the Public Water Supplier. The Authority may base Sanitary Sewage service usage charges upon the Public Water Supplier's meter data. Where the Authority incurs costs for obtaining meter readings from the Public Water Supplier, such costs may be billed to the Customer. The provisions of Section H.3 through H.18 are applicable only to water meters furnished by the Authority.

2. Installation of Meter and Sewer Service Billing Policies

Where a residential Customer in Saxonburg Borough, Clinton Township or Jefferson Township is furnished sanitary service by the Authority and water service by a Public Water Supplier, and such Public Water Supplier has installed or caused to be installed a water meter on the Premise, the meter readings shall be the basis of the monthly Sanitary Sewage service usage charges.

Where a residential Customer in Saxonburg Borough, Clinton Township or Jefferson Township is furnished Public Sanitary Sewers by the Authority but is not provided water service by a Public Water Supplier, the Authority shall not furnish a meter and such Customers shall be billed monthly Sanitary Sewage service based on the Authority's base rate for residential sewage Customers. This provision applies only to Customers of the Authority who applied for and/or commenced sewage service after April 2007. All other residential Customers are furnished with a meter and therefore meter readings shall be the basis of the monthly Sanitary Sewage service usage charge.

Where a residential Customer in Penn Township or Middlesex Township is furnished sanitary service by the Authority monthly Sanitary Sewage service shall be based upon the Authority's base rate for residential sewage Customers.

Monthly Sanitary Sewer service usage charges shall be based upon meter readings for all non-residential Customers of the Authority. Where a non-residential Customer is furnished sanitary service by the Authority and water service by a Public Water Supplier, and such Public Water Supplier has installed or caused to be installed a water meter on the Premise, the Public Water Supplier's meter readings shall be the basis of the monthly Sanitary Sewage service usage charges. For all other non-residential Customers of the Authority, the Authority shall furnish a meter to be installed by the applicant's skilled workmen, subject to the payment of the applicable fees, if any by the Owner, to measure

water use, said installation to be made in accordance with the service application relating to meters. These meter readings shall be the basis of the monthly Sanitary Sewage service usage charges.

3. Size of Meter

The Authority shall have the right to specify the size and type of the meter and to require the installation of a larger size meter in any case where the peak use of water places any meter under undue or unusual strain or exceeds the recommended meter capacity and to charge the fees currently in effect for the larger meters.

4. Location

The location of the meter shall be approved by the Authority and shall conform to the specifications set forth in the Sewer Service Application.

5. Fixtures Attached to Meter Prohibited

No fixture shall be attached to, or any branch made in, the service pipe between the meter and the source of supply.

In cases where a Customer is furnished Sanitary Sewage service by the Authority but is not provided water service by a Public Water Supplier, the Customer shall be permitted to attach one single branch in the service line between the meter and the source of supply, provided all water lines extending from the branch terminate on the exterior of the building and provided that the water flowing from this branch in no way may be drained into the Sanitary Sewage System.

6. Installation of Meter

All piping, fittings, valves, check valves, gauges, bolts, nuts, meters, remote connections, wiring or other accessories or materials, and the labor for installing the same, used in connection with meter settings within the property line of the Premises, shall be the responsibility of the applicant, at the applicant's expense. The Authority shall provide the applicant the water meter, union connection with washers, remote, wire and ball valves at the applicant's cost. The Customer shall employ the services of skilled tradesmen, satisfactory to the Authority, who shall cooperate with the Authority and install all the piping and appurtenances in accordance with the dimensions and requirements for each specific case, so that the meter or meters can be properly maintained, replaced, installed and connected. The Customer shall furnish and install on the service line a wheel handle, round way stop cock or gate valve, without waste, the same size as the service line immediately before the meter, and a stop and waste cock or valve on the outlet side and immediately after the meter. The Customer shall also connect the meter and extend the remote wiring to the exterior of the Premise and affix the remote to the face of the building, at an acceptable location. Upon completion of the installation of the above mentioned facilities the Customer shall request an inspection from the Authority. During the inspection, the Authority shall install the meter transceiver unit (MXU) to the remote on the exterior face of the building.

7. Installation of Battery on Service

Under certain conditions where there is a demand or necessity for uninterrupted water service, in order to eliminate inconvenience to both the Customer and the Authority when repairs to or replacement of the meter is necessary, the Authority may require the installation of a battery of two or more meters on the one service line, with a combined capacity approximately equal to the capacity of the single meter requested. Such installations shall be properly valved to control or cut any single meter out of service and permit its removal without interruption of service through the remaining meter or meters. In cases where meters are so installed or where the Authority requires more than one meter, bills will be separately rendered for each meter, the cost of such installations to be paid by the Customer.

8. Maintenance, Care and Responsibility for Damage

The Authority will own and maintain all meters at its expense, except that the Customer shall be liable for all damage to all meters while on his Premises. In the event of injury to or malfunction of the meter, the Customer shall promptly notify the Authority. The Authority will furnish another meter to replace the one frozen or damaged by such causes, and the cost of the repairs to the same, including replaced parts, labor and transportation charges, as well as the costs of testing and costs for reinstallation or changing of the meter, shall be paid by the Customer, except that costs relating to the repair or reinstallation of an inherently defective meter shall be borne by the Authority.

In mobile home parks where water meters are not owned by the Authority, the mobile home park Owner shall be responsible for the maintenance, repair and replacement of all meters and shall protect all meters from damage. All complaints concerning meters shall be taken to the mobile home park Owner. The master meter in a mobile home park shall be treated as any other meter and shall be owned by the Authority, or Public Water Supplier.

9. Meter Tests

All meters shall be accurately tested before installation and thereafter may be periodically tested by the Authority from time to time.

10. Request for Meter Test by Customer

Should any Customer doubt the correctness of the meter measuring the water delivered to said Premises, the Customer may make application to the Authority to have the Customer's meter tested and at the time of making such application, the Customer shall acknowledge the responsibility for costs incurred by the Authority to perform such testing. In the event that the Customer's meter is a 5/8" x 3/4" meter, the Customer will be responsible to pay the Authority \$100 in addition to the costs charged by the meter testing agency. In the event that the Customer's meter is larger than a 5/8" x 3/4" meter, the Customer will be responsible to pay the Authority the actual cost incurred by the Authority to perform such test plus an Administrative Fee in the amount of 15% of the actual cost of the test.

During the meter testing, the meter shall be determined to be registering correctly if such test reveals the meter is reading within a tolerance of 3% +/- of the actual amount passing through said meter. The meter shall be determined to be registering incorrectly if such test reveals the meter is reading outside of the 3% +/- tolerance.

In the event that the tests determine that the meter is registering incorrectly and such error reveals that the meter is registering amounts in excess of the actual amount passing through said meter and such increased amount is greater than 3% of the actual amount passing through said meter, the Customer's cost to perform the meter testing, including the Administrative Fee, as the case may be, shall be refunded to the Customer and the Customer's account shall be adjusted accordingly and the entire costs of such tests shall be borne by the Authority.

11. Record of All Testing

A report of all tests shall be made to the Customer by the Authority and a complete record of such tests shall be kept by the Authority.

12. Removal of Inaccurate Meter

The Authority shall have the right to remove and test any meter at any time at its own expense, and, if such meter is found to be inaccurate, to substitute another meter of the same size in its place either permanently or temporarily.

13. Change in Location of Meters

The Customer shall be responsible for the cost of relocation of all meters made at his request or for his convenience.

14. Seals

No seal placed by the Authority for the protection of any meter, valve, fitting or other water connection shall be tampered with or defaced. It shall not be broken except upon authorization from the Authority or in the presence of an Authority representative. Where the seal is broken, the Authority may remove the meter for testing, at the expense of the Customer, even though said meter registers accurately.

15. Leaks

Customers are responsible for their plumbing and fixtures and are encouraged to repair immediately all leaks. No allowance will be made by the Authority for water meter readings indicative of water used, lost, stolen or otherwise wasted through leaks, carelessness, neglect or otherwise after the same has passed through the water meter, except as provide under section K.10 of these Rules and Regulations.

16. Reading and Registration of Meters

Readings of meters shall be taken by the Authority, or the Public Water Supplier, and the quantity recorded by the meter shall be taken to be the amount of water passing through the meter, which amount will be conclusive on both the Customer and the Authority, except when the meter has been found to be registering inaccurately. In such case, the quantity may be determined by the average registration of another meter for a period of at least one year, or of the same meter for a period of at least one year after it has been repaired, tested and reset; or the quantity consumed during a previous corresponding period may be used as a basis for settlement. If none of these methods can be applied

fairly, another method may be used that will be just and reasonable to the Authority and to the Customer.

17. Notification Relative to Condition of Meter

The Customer shall notify the Authority of damage to or the malfunction of the meter, or of the breaking of the seal or seal wire, as soon as he is aware of such a condition.

18. Access to Meters

The Authority reserves the right to gain reasonable access to the Customer's Premises for purposes of maintaining, inspecting, repairing and replacing the water meter and associated appurtenances.

SECTION I - SERVICE

1. Types of Service

The Authority may classify sewage service according to types of use, including but not limited to the types defined below. Sewage service will be billed in accordance with the Authority's Comprehensive Fee Resolution.

(a) Commercial or Industrial Service

Commercial or Industrial Service shall mean sewage service for Premises where the Customer is engaged in trade or commerce or in manufacturing or processing industries.

(b) Domestic or Residential Service

Domestic or Residential Service shall mean sewage service for Residential Premises.

(c) Municipal or Public Service

Municipal or Public Service shall mean sewage service to any municipal authority or other political subdivision of the Commonwealth of Pennsylvania, federal or state government or agency.

(d) School or Institutional Service

School or Institutional Service shall mean sewage service to public or private schools.

(e) Temporary Service

Temporary Service shall mean sewer service for bazaars, fairs, construction work, trailer or trailer camps and similar uses, which, because of their nature will not require permanent and continuous service.

(f) Fire Suppression Service

Where a fire suppression meter is installed on a Premise and water service is provided by a Public Water Supplier, sanitary sewer service billing for the fire suppression service shall be based upon the minimum gallonage through the meter as established in the Authority's Fee Resolution for a 1" meter, or based upon the actual consumption through the meter, whichever is greater.

2. Termination of Service

(a) By Customer

Specific Customers may terminate the active service contract with the Authority upon giving notice thereof to the Authority. Service shall be terminated upon the lapse of a reasonable time to permit the Authority to attend to details of such termination. The Customer shall remain liable for active service to the Premises described in his application until the Authority has received notice from him, and the termination of active service has taken effect, as stated above. The termination of active service does not relieve the Owner of the Premises of making payments of the minimum charges established for unoccupiable Premises, if the Premises has become unoccupiable, unless the service has been made inactive. All terminations of services must be in compliance with the Mandatory Connection Ordinances established by the municipality in which the Premises is situated.

- (i) Where a Customer is furnished Sanitary Sewage by the Authority and water service by a Public Water Supplier, the Customer may request termination of active service, except in cases where the Customer's billing is based upon a flat rate.
- (ii) Where a Customer is furnished Sanitary Sewage by the Authority but is not furnished water service by a Public Water Supplier, the Customer may request termination of active service only upon the sale of the Premises to another party.

(b) Termination of service by the Authority for nonpayment of a bill or violation of these Rules shall not cancel the application for service nor constitute a waiver of this rule, nor constitute a waiver for payment of bills as required under inactive service.

(c) By Authority

Active service may be discontinued for any of the following reasons:

- (i) Misrepresentation in the application.
- (ii) The use of service for or in connection with or for the benefit of any other Premises or purposes other than those described in the application.
- (iii) Failure to maintain in good order the Service Line Connections, Service Line Extensions, fixtures owned by the applicant or such other items as required under these Rules and Regulations.

- (iv) Tampering or in any other way interfering with any service pipe, inspection port, meter, or with any seal or any other meter or other fixtures and appurtenances of the Authority.
- (v) Refusal of reasonable access to the Premises for purposes of inspecting the piping, fixtures and plumbing system therein.
- (vi) Neglecting or refusing to make or renew advance payments where required, or for nonpayment of sewage service, or for any charge accruing under the application.
- (vii) Termination of the contract by the Customer if such termination is permitted.
- (viii) Premises where the use of water reduces the capacity of the sewers to such an extent that normal sanitary sewage service to others is impaired.
- (ix) Premises where the character of the wastes is detrimental to the sewer or is not in accordance with the requirements set forth herein.
- (x) Unauthorized use by others of the Building Sewer.
- (xi) Premises where apparatus, appliances or equipment using sewers is dangerous, unsafe and not in conformity with any laws or the Rules and Regulations.
- (xii) Fraud or abuse.
- (xiii) Violation of these Rules and Regulations or other requirements governing the furnishing of sewage service.
- (xiv) Nonpayment of a sewage bill.

3. Renewal of Service After Discontinuance

Service may be renewed under a proper application when the conditions under which such service was discontinued are corrected, and upon the payment of all proper charges or amounts due from the applicant provided in the Comprehensive Fee Resolution or Rules of the Authority.

4. Turn-Off Without Authorization

The Customer shall not disconnect or remove the meter, or permit its disconnection or removal without the consent of the Authority.

5. Suspension of Service Due to Emergency

The Authority shall have the right, if necessity may arise in case of breakdown, emergency, or for any other unavoidable cause, to cut off the sewer service temporarily in order to make necessary repairs, connections and do such other work. The Authority will use all reasonable and practical measures to notify the Customer of such discontinuance of service. In such cases, the Authority shall not be liable for any damage or

inconvenience suffered by the Customer, or any claim against it, at any time, for interruption in service or for any other causes beyond its control. Such temporary shut-off of sewer service shall not entitle the Customer to any abatement or deduction in or from the sewer service charges, nor the refund of any portion of such service charges paid in advance during or for the time of such shut-off. When sewer service is to be temporarily cut off, the Authority will attempt to give notice, when practicable, to all Customers affected by the shut-off, stating the probable duration of the interruption of service and the purpose for which the shut-off is made.

6. Notice for Emergency Shut-off Not Needed

Nothing contained in these Rules shall be construed as a guarantee, covenant or agreement of the Authority to give notice of any shut-off due to emergencies or otherwise.

7. Customer Complaint Procedure and Relief

(a) Designation of Responsible Personnel

For any problem that arises concerning service, billing or any Customer complaints whatsoever, all such complaints shall be directed to the Authority's management staff in writing.

(b) Procedure

- (i) All complaints or requests for relief shall be submitted to the designated personnel in Subsection (a) and such written notice shall contain the following:
 - (a) Complainant's name, address and telephone number;
 - (b) Statement of the problem or complaint;
 - (c) The relief requested, and;
 - (d) The reasons that such relief is justified.
- (ii) The Authority's management staff, shall review the complaint or relief requested and shall make a determination within 15 days of the receipt of the written statement. Upon making such decision the Authority's management staff shall notify the Customer in writing of his determination.
- (iii) If a Customer is unhappy with the determination of the Authority's management staff, said Customer may request in writing that the matter be referred to the Board of the Authority for determination.
- (iv) Upon receipt of a written Customer request to review the Authority's management staff's decision, the Board shall review the written statement of complaint, written determination by the Authority's management staff and such additional information as the Board may deem necessary to make a proper determination. The Board shall thereafter make a determination and notify the Customer in writing.

- (c) The Authority's management staff shall have the power to adjust bills, waive charges and to make decisions which are not inconsistent with the provisions of these Rules and Regulations as fairness may require in an individual case.

SECTION J - CHARGES FOR SEWAGE SERVICES

1. Charges for Active Sewage Service

All charges for sewage services furnished by the Authority will be based on the published Comprehensive Fee Resolution of the Authority. The charges shall be based on the quantity of water used on or in said Premises, or based on flat rates, or based on unit charges, or such other methods, all as approved subject to conditions and to the requirements and rates set forth in the Comprehensive Fee Resolution, and in general, in accordance with the following:

(a) Normal Charges

Each Premises will be subject to a fixed minimum monthly charge for sewage services and billed normally on a water use or flat rate basis. The minimum charge shall be non-abatable for non-users of water, and non-cumulative against subsequent use. Customer's monthly Sanitary Sewage service usage charges will be in accordance with Section H.2 and I.1 of these Rules and Regulations. A fixed monthly minimum charge based upon meter size shall apply to all metered Customers in accordance with the Comprehensive Fee Resolution. Metered Customers shall have their meters read and be billed at the metered rate applicable to the meter size installed. The Authority reserves the right to charge Customers that are furnished water service by a Public Water Supplier a fee equal to the cost of obtaining the reading from the water service provider.

In the case of fractional bills covering less than a month, monthly or minimum charges shall be prorated. The charges for the use of sewage in excess of the quantities allowed under the minimum charges will be in accordance with the Comprehensive Fee Resolution, the allowances of sewage for the minimum charges to be deducted from the quantities set forth in applying the Schedule. The Authority may, at its option, adopt the unit charge or other methods as a basis of normal billing.

(b) Surcharge for Certain Industrial Wastes

The Authority may exercise the right to levy and assess against applicable Premises a Surcharge, or Surcharges, for the handling and treatment of abnormal industrial, commercial and other such wastes. The Surcharge represents an apportionment of the cost for handling an excess load imposed on the Sewage Treatment Plant by wastes stronger than normal sewage and of the additional costs of maintaining and operating the Public Sewerage system. The basis of such charges, if applicable, shall be as set forth in the Comprehensive Fee Resolution.

- (c) The Surcharges will be added to the normal sewage service charge and shall be subject to the same penalties applicable to other charges.

- (d) The strength of wastes subject to a Surcharge, or Surcharges, shall be determined periodically by the Authority. The frequency and duration of the sampling period shall be subject to determination by the Authority, and shall be such as will permit reaching reasonably reliable conclusions as to the average composition of such wastes, exclusive of storm water run-off, if any. The manholes or other facilities required for sampling shall be constructed at the cost of the Owner and/or Tenant, and shall be constructed as previously set forth.
- (e) The samples will be collected by a representative of the Authority, such samples to be collected in proportion to the flow of wastes, exclusive of storm water run-off, if any, and to be composited for analysis. The procedures and analyses will be in accordance with the latest edition of Standard Methods for Examination of Water and Sewage, as published by the American Public Health Association.
- (f) The characteristics and strength of the wastes, as determined by analyses, shall be used to determine the applicability of the Surcharge, or Surcharges, and used as basis for establishing the amount of the Surcharge or Surcharges. The Authority may assess the costs of conducting flow measurements, and making the laboratory analyses and other tests, against the Owner and/or Tenant of the Premises.
- (g) The Authority may, at its option, accept the results of routine sampling and analyses by the producer of said wastes.

2. Mobile Home Parks

The Authority recognizes that mobile home parks create a unique set of circumstances for providing sewage service. The following options apply only to mobile home parks where the Customers receive their water through a meter from a Public Water Supplier and the mobile home park was a Customer of Saxonburg Area Authority prior to October 28, 2009. All other mobile home parks shall be billed for sewage service in accordance with subsection (c) below:

Mobile home park Owners may choose one of the following three options:

- (a) The Authority will bill sewer service to mobile home park owners based upon a master meter on the Public Water Supplier's main line or main lines, or a master meter on all source water supply lines of the mobile home park. The master meter shall be the property of the Public Water Supplier where the mobile home park is provided public water service or the master meter shall be the property of the Authority where the mobile home park is provided water service by the mobile home park. The Authority will then render a single monthly invoice to the mobile home park Owner based on the amount of consumption registered on the master meter.
- (b) The Authority will cause individual water meters and associated appurtenances including remote readout systems to be placed at each mobile home lot pad. The Authority will issue individual bills to the occupants of the mobile homes for their monthly consumption. Where mobile home parks are provided public water from a Public Water Supplier and meters are owned and maintained by the Public Water Supplier, the Authority shall bill individual occupants of the mobile homes based upon meter readings supplied by the Public Water Supplier. Where mobile home parks are provided water service by the mobile home park all meters shall be equipped for

compatibility with Authority's meter reading system and the meters and associated appurtenances including remote readout systems shall be paid for and installed at the expense of the mobile home park Owner. The mobile home park Owner will be entirely responsible for connecting and disconnecting service to individual units in the park.

- (c) The mobile home park Owner shall construct sewer lines within the mobile home park in accordance with the specifications of the Authority and thereafter dedicate the lines and sufficient right-of-way to the Authority for its acceptance. Under this option the Authority would furnish sewer service directly to the occupant's Premises, in accordance with Section H.2 and the current Comprehensive Fee Resolution.

SECTION K - BILLS AND PAYMENT

1. Bills Rendered and Due

All bills for sewage services will be rendered at the end of the service period on a monthly, bi-monthly or quarterly basis as established in the Comprehensive Fee Resolution in effect.

2. Methods of Payment

Bills may be paid in person at the Authority office during regular business hours, by mail, by drop-off box at the Authority's office, through the online payment program, or by the direct debit program. All payments must be received at the Authority office no later than the due date listed on the billing.

3. Regular Meter Readings

The Authority will make regular meter readings monthly, bi-monthly or quarterly. Bills will be rendered as soon as practicable after the reading of the meters. If reasonable access to the meter is not available to the Authority during its regular meter readings, the property Owner may request a special meter reading. The Authority shall, as part of the establishment of its rate, establish a charge for special meter readings.

In periods in which an actual meter reading is not being taken by the Authority or in the event that the Authority cannot gain access to a meter for reading, the bill will be rendered using an estimate of the Customer's six months of prior usage. Notwithstanding the fact that any bill will be rendered on an estimated basis, the Customer shall remain liable for the actual usage of the sewage service.

4. Remittance of Payment

All bills shall be due and payable based upon the date specified on the invoice for service. If not paid by the due date, a penalty of 10% of the current charge will be added to such bills. If not paid within sixty (60) days after due date, the invoice, plus penalty, shall bear interest at 1-1/2% per month and the Authority shall have the right to terminate service from the delinquent Premises and not to restore the same until all the delinquent charges and the cost of terminating and restoring service shall have been paid. In the event a Sanitary Sewage Customer receives its water supply from a private water source, the

termination procedure provided herein shall permit the Authority to disconnect or obstruct such Customer from the Sanitary Sewer facilities in accordance with the Authority's Comprehensive Fee Resolution. If collection of an account requires legal action, the Customer shall be liable for all costs and fees incurred by the Authority.

5. Delinquent Payment

Except in cases where the Customer or ratepayer is a landlord, the following procedures will apply to the termination of service for the nonpayment of any delinquent bill for sewage service:

- (a) Within 15 days after a bill shall have become delinquent, a delinquent notice shall be mailed to the Customer stating the amount due, the due date and demanding payment and stating that failure to pay the delinquent bill may result in the termination of service.
- (b) If the bill remains unpaid for a period of 10 days after notice that the bill is delinquent, a second delinquent notice shall be sent to the Customer by certified mail, stating the amount due, the due date and outlining the Authority's policy on payment arrangements. The Customer will be given notice of the availability of a payment plan which plan shall provide for the following:
 - (i) That the outstanding balance, penalties and interest shall be payable in no more than six (6) equal installments, one upon the signing of a payment plan agreement and the following payments on a monthly basis billed on the regular monthly billing cycle. The minimum monthly payment will be 1/6 of the outstanding amount but no less than \$50.00. There will be \$5.00 per month administrative charge added to the account at the time the agreement is signed. Additional penalty and interest will not be charged on the amount for which an agreement is entered into.
 - (ii) In the event any payment is missed, the entire balance shall immediately be due and payable.
 - (iii) All current charges must be paid when due in addition to payments under any plan.
 - (iv) That upon default under the payment plan the personal contact specified below shall be given and service terminated on a specific date identified in the posted termination notice.
 - (v) That upon breach of a payment plan agreement, the employees of the Authority shall not be authorized to accept any further payment plans in order to avoid termination and shall only be authorized to accept payment in full of all outstanding balances including current charges, penalties and interest. The only available remedy to Authority Customers will be to request the Board to enter into a payment plan which shall only occur at a regular meeting and in the event a regular meeting is not scheduled, the Authority personnel shall not have the authorization to accept less than payment in full after a breached agreement.

- (vi) Only the Customer responsible for the account is able to enter into the payment agreement.
- (c) In the event the bill again remains unpaid and if a payment arrangement has not been applied for by the Customer, the Customer's Premises shall be posted with a notice at the main entrance to the Premises. This notice shall state that the delinquent payment must be made, in full, by cash, certified check, money order or on-line payment program within three (3) business days, otherwise service will be terminated. No personal checks will be accepted. Service will not be reinstated until full payment of all delinquent charges, current charges and associated fees have been paid in full.
- (d) The failure of the Customer to take action shall result in termination provided that the Authority has complied with the personal contact provision set forth above and provided that such termination shall not be performed on a Friday, Saturday, Sunday, bank holiday, day before bank holiday, any holiday observed by the Authority, day before any holiday observed by the Authority, holiday the PUC observes or the day before the holiday that the PUC observes. All costs incurred by the Authority in connection with the service termination and reinstatement, including those fees outlined in the current Comprehensive Fee Resolution shall be the responsibility of the Customer.
- (e) Notwithstanding the foregoing provisions of this Section K.5, nothing contained herein shall result in the shutoff or denial of service to any lessee of a property because of a previous lessee's failure to pay charges for sewage service.

6. Liability for Payment of Invoices

All invoices for sewage services, including late charges and interest, shall be the personal responsibility of the Customer who has applied for service. In cases in which the Customer who has applied for service is not the Owner of the property, the following provisions shall apply:

- (a) Pursuant to the provisions of Act 217 of 1990, the Authority hereby establishes procedures in accordance with that Act which shall govern the liability and notice to be provided to Owners in the event that properties owned by them and leased to third parties incur delinquent sewage bills.
- (b) In cases where service is provided by a separate service line to a residential Dwelling Unit and such residence is not occupied by the Owner of that property, the following procedures shall be followed by the Authority:
 - (i) Whenever a service bill is not paid by the due date established on the bill, the Authority shall notify both the Owner and the Tenant within 15 days of the date that the bill first becomes overdue that said bill is overdue.
 - (ii) The notice required in Subparagraph (i) above shall be sent by first class mail to the address of the Owner, which address the Owner shall provide to the Authority prior to its service being established at that address. The notice or a service bill that indicates that the bill is overdue shall be mailed by first class mail to the billing address of the Tenant.

- (iii) For all landlords with properties where water service is provided by a Public Water Provider, when the tenant billing is 60 days past due, the landlord will receive via mail, notice that the bill for that property is delinquent and must be paid within 30 days. Landlords will have the option at that time of paying the bill or providing financial security to secure payment of the bill by the tenant. This security will be in the form of an escrowed cash deposit with the Authority. The required amount of the deposit will be the total amount owed on the account plus 10%.

The escrowed amount will be returned to the landlord within 30 days of receipt of all funds due on the account by the Authority. Should the amount be held in escrow for more than 90 days, the landlord may request additional time to resolve the issue. If this request is not submitted within 90 days following the escrow deposit and the bill remains unpaid, the escrow amount will be forfeited and applied to the balance due on the account.

If the bill is not paid and becomes 90 days past due and the landlord has not placed the required funds into escrow, the landlord will forfeit the privilege of tenant billing for all properties, for all future billings, and the Authority will place a lien on the property.

- (iv) In the event that the Authority fails to provide the notice required in Subparagraph (i) above, the Owner shall not be liable for any service charges which the Tenant fails to pay.
- (v) Notwithstanding the provision contained in these Rules and Regulations, nothing herein shall be construed to require the Authority to ever terminate service to any Customer and the decision of the Authority to terminate any Customer's service shall be entirely within the discretion of the Authority.

7. Restoration of Service

If service is discontinued, it will not be restored until all unpaid bills and charges, including the turn-on charges, sanitary sewer service disconnection fee, sanitary sewer service reconnection fee, deposits, minimum fees, loss of revenue fees from the Public Water Supplier, if applicable, and such other charges are paid, or satisfactory arrangements are made for payment. The amounts of the turn-on charges, sanitary sewer disconnection fee and sanitary sewer service reconnection, shall be as set forth in the Comprehensive Fee Resolution.

8. Contract with Authority for Sewer Services

Notwithstanding the definition of the Owner, Tenant, and Customer, as set forth in Section B hereof, and notwithstanding that the Customer, applicant or Contractor entering into an agreement with the Authority for the use of sewage services, was not the Owner of the Premises served by the Authority, the Owner of the Premises shall be liable in personam and in rem for all sewage services rendered to said Premises. The Authority may discontinue service as previously set forth, and in addition thereto, file suit in assumpsit against the Owner, Tenant and Customer, severally or jointly, and may use any other remedy provided by law for the collection of delinquent bills, and in addition, file a

municipal claim against the said property. The Authority may use any or all of the remedies so provided by law and the use of any one remedy shall not preclude the use of the Authority's other rights and remedies.

9. Abatement of Charges

No adjustment on metered bills will be made for any reason other than incorrect registering of the meter, except as provided under Section K.10 of these Rules and Regulations. In the event a Customer believes that the meter has been misread, the Customer may contact the Authority to arrange a second meter reading if the Customer is a metered Customer of the Authority and has no Public Water Supplier. In the event the meter was correctly read, the Customer will be responsible for all fees incurred by the Authority for the second meter reading. Should the meter reading be found in error, the Customer's billing will be adjusted accordingly. Where a Customer is furnished sanitary sewer service by the Authority and water service by a Public Water Supplier, and such Public Water Supplier has installed or caused to be installed a water meter on the Premise, the Customer's sole recourse for adjustment of sewer charges is by meter adjustments made by the Public Water Supplier.

10. Adjustments of Sewer Bills

Customers of the Authority billed based upon metered water may receive adjustments to their sewage service billings for swimming pool fillings, hot tub fillings, ice rink fillings, and approved deduction meter applications provided that the water consumed does not enter the Sanitary Sewer system. Additionally, Customers of the Authority may receive a maximum of two (2) additional adjustments to two (2) monthly sewer service billings per calendar year for water leaks, lawn watering, car or home washing, or any other water use activity when water passes through the Customer's water meter but does not enter the Sanitary Sewer system. It shall be the Customer's responsibility to provide the necessary information to the Authority, in writing to ascertain that the water consumed does not enter the Sanitary Sewer system. All requests for adjustments to sewage service billings shall be made by the Customer no later than sixty (60) days following the due date on the sewer service billing for which the Customer is requesting an adjustment. None of the methods outlined in this section may be combined to provide a duplication of credit to the Customer's sewage service billings.

- (a) Customers using metered water for filling swimming pools, hot tubs or ice rinks may receive an adjustment to their sewage service billing provided the Customer submits a written statement to the Authority including the name and service address of the Customer, meter readings before and after the pool, hot tub or ice rink filling and the date in which the swimming pool, hot tub or ice rink was filled. If the Customer is "topping off" the pool, hot tub or ice rink periodically, the Customer shall provide to the Authority the before and after meter readings and the date that the water was used. The Authority may make an adjustment to the bill for the gallons used in pool, hot tub or ice rink maintenance. It shall be the burden of the Customers to petition the Authority to make such adjustment and such petition shall require that the Customer provide the dimensions of the swimming pool, hot tub or ice rink including length, width (or diameter) and depth.
- (b) Customers billed based upon metered water may receive a maximum of two (2) adjustments to two (2) of their monthly sewage service billings per calendar year for

water leaks, lawn watering, car or home washing, or any other water use activity when water passes through the Customer's water meter but does not enter the Sanitary Sewer system, provided the Customer provides the Authority a written statement verifying the water loss or water use event occurred downstream of the Customer's water meter and the Customer provides evidence that the water lost during the water loss or water use event did not enter the Sanitary Sewer system. Under this provision, if approved by the Authority, the Customer's sewage service billing shall be adjusted as follows: First, the Authority shall calculate the average of the Customer's previous twelve (12) months' sewer service billings. In the event that the Customer does not have a twelve (12) month sewer service history, another method may be used that will be just and reasonable to the Authority and to the Customer. Next, the Authority shall multiply the Customer's previous twelve (12) month sewer service billing average by two (2). This result shall be termed, the "Product". This Product shall be the basis of sewer service billing adjustments. In the event this Product is greater than the gallonage on the billing in question for which the Customer is requesting an adjustment, no adjustment shall be made to the Customer's sewage service billing. In the event this Product is less than the gallonage on the billing in question for which the Customer is requesting an adjustment, the Authority shall credit the Customer's sewage service billing in an amount equal to thirty percent (30%) of the difference between the gallonage on the billing in question for which the Customer is requesting an adjustment and the Product.

- (c) Non-residential Customers of the Authority involved in a manufacturing or production process in which such process requires water for a product or process manufactured and such product or process manufactured use of water facilitates no discharge of water to the Sanitary Sewage system, may apply to the Authority for the use of a deduction meter. Deduction meters shall be permitted as follows:
 - (i) Each Customer requesting the use a deduct meter shall be responsible to submit the Deduct Meter Application to the Authority and pay the Application Fee as established by the Comprehensive Fee Resolution.
 - (ii) The Customer shall be financially responsible for the initial purchase, installation, repair, maintenance and replacement of the deduct meter and all required appurtenances including piping, fittings, union connections, valves, check valves, reduced pressure zone backflow prevention device, bolts, nuts, washers, remote connections, meter transceiver unit and wiring. The meter will be equipped with a remote readout system for electronic monthly reading by the Authority. The meter, union connection with washers, remote, wire and ball valves to be installed by the Customer shall be specified and furnished by the Authority at the Customer's expense. During the inspection of the initial installation, the Authority shall install the meter transceiver unit (MXU) to the remote on the exterior face of the structure.
 - (iii) The installation of the deduct meter shall be within 3 feet of the existing Public Water Supplier's meter spread, when the Public Water Supplier's meter is installed inside the Customer's structure; otherwise the deduct meter shall be set immediately inside the foundation wall of the structure. In all cases, the deduct meter shall be installed downstream of the Public Water Supplier's meter, backflow preventer and shut off valve. The deduct meter may not be installed more than five (5) feet from the floor of the structure. All water supply

branches downstream of the deduct meter must be visible for the Authority's inspection. The Customer shall run the remote wire from the deduct meter to the remote reader location on the outside of the structure. The remote wire will be furnished by the Authority and must be in-place before the deduct meter is installed and inspected. The deduct meter's remote location must be within one foot of the existing Public Water Supplier's existing remote reader location, when possible. If the remote wire exits the structure below ground level, a conduit must be installed starting inside the structure and extending one foot above finished grade. A reduced pressure zone backflow prevention device may be required in accordance with the Customer's Public Water Supplier. All backflow prevention devices shall be supplied and installed by the Customer and are subject to the regulations of the Customer's Public Water Supplier.

- (iv) The Authority shall maintain a database of each Customer with a deduction meter. The database shall consist of the Customer's name, deduct meter number, and deduct usage history. The Authority shall credit the Customer's account on a monthly basis for an amount equal to the "deduct reading". If the Authority is unable to obtain a reading there will be no deduction and no estimate of a deduction.
- (v) Authority personnel shall be permitted to read and inspect the Customers' deduct meter and plumbing system to verify the accuracy of the readings, to verify compliance with the deduct meter policy and to ensure that the meter is functioning properly. Failure to provide access to the meter will result in no deduction until access to the meter is obtained..
- (vi) In the event that the Authority's meter reading technology changes and the Customer's deduct meter, remote and/or meter transceiver unit are no longer able to be read by the Authority's meter reading system, the Authority shall provide written notice to the Customer of the changes and require the Customer to replace his deduct meter, remote and/or meter transceiver unit within six (6) months of such notice, at the Customer's cost.

11. Termination of Water Service from Public Water Supplier for Non-Payment of Sewage Service Bill

Where a Customer is provided water service from a Public Water Supplier and when the Authority has executed a Water Service Termination Agreement with said Public Water Supplier, water service will be terminated for nonpayment of sewage service bills in Premises receiving both public water service from a Public Water Supplier and sewage service from the Authority even though the bills for water services are paid. All costs incurred by the Authority including turn-off fees, reinstatement fees, loss of water revenue fees and other applicable fees shall be paid by the Customer prior to reinstatement of sewer service.

12. Liens and Penalties

- (a) Each sewage service charge, Tapping Fee, Customer Facilities Fee, inspection fee, turn-on fee, application fee and other charges levied by these regulations shall be a debt due the Authority. If any charge shall not be paid within thirty (30) days after it

shall be due and payable, the amount thereof, together with a penalty of ten percent (10%) and a reasonable attorney's fee as provided by Resolution of the Authority, may be recovered by the Authority in a civil action or as provided by Subsection (c) herein.

- (b) In the event of failure to pay the sewage service charge, Tapping Fee, Customer Facilities Fee, inspection fee, turn-on fee, application fee and other charges after they become delinquent, the Authority shall be authorized to remove or close the sewage connection and shall have the right to enter upon the property of the Owner of the service for such purpose and to take such steps as may be necessary to accomplish such removal or closing or shutting off of service and the cost of removal or closing or shutting off of service, as well as the expense of restoring any such service, shall likewise be a debt due the Authority and may be recovered by civil action and such sewage service shall not again be turned on, nor the connections restored, until all service charges, including the expense of removal, closing and restoration have been paid. Change of ownership or occupancy of Premises found delinquent shall not be cause for reducing or eliminating these penalties.
- (c) All charges under these Rules and Regulations and Resolution are hereby made a charge against the property and a lien therein to be levied and collected against the property in the name of the Owner or reputed Owner, occupier, mortgagee or any one beneficially interested therein as claims are liened and collected under the Municipal Claims Law of the Commonwealth of Pennsylvania or by suit in assumpsit and not as an alternative but as an additional cumulative remedy, the Authority may require the shutting off of sewage connections as set forth herein above.

13. Municipal Liens

The Authority may authorize the filing of a municipal lien in any circumstance that it deems necessary by the passage of a motion at a public meeting. Without the necessity of a motion, staff is authorized to forward to the Solicitor for filing a municipal lien under the following circumstances:

- (a) For any Customer of the Authority who does not have public water service supplied by a Public Water Supplier, a municipal lien shall be filed following a disconnection of the sanitary sewage service by the Authority.
- (b) For any Customer who has an outstanding balance on their account that exceeds One Thousand Dollars (\$1,000), and is outstanding for sixty (60) days after its due date.

SECTION L - SEWER LINE EXTENSIONS AND PUMP STATIONS

1. Applicability

- (a) General - The procedure outlined herein shall be applicable to any Person, Persons, partnerships, corporations or other entities (hereinafter referred to as "Developer") that plan to extend any sewer line from the existing lines of the Authority which Sewer Line Extension shall be constructed with the intent of transferring ownership of the Sewer Line Extension to the Authority. This section also refers to any pump station proposed to be

constructed in which flow from more than one (1) EDU will be collected in such pump station and for which the pump station is constructed with the intent of transferring ownership of the pump station to the Authority. For the purposes of this section the term "Sewer Line Extension" shall include pump station construction. No sewer facilities shall be constructed without first securing the appropriate permits, licenses and/or written approvals from the Authority, the Department of Environmental Protection and Federal, State, County, Municipality and other local agencies. All Sewer Line Extensions shall be connected to Main Sanitary Sewers owned by the Authority.

- (b) Limit of Extension - In determining the length and necessity for any Sewer Line Extension required pursuant hereto, the terminal point of such extension shall be at the point in the public right-of-way, which is equidistant from the side property lines of the last lot for which sewer service is requested.
- (c) The Authority shall have the exclusive right to determine the material type and diameter of Sewer Line Extensions installed and other facilities required to render adequate service.
- (d) In determining the length and necessity for any extension required pursuant hereto, the alignment of such Sewer Line Extension shall be located in such a manner as to provide for each proposed sewer service line to be connected to the Sewer Line Extension within the Authority's Right-of-Way without encroaching upon another property or lot.
- (e) Responsibility for Costs – The entire costs associated with the Sewer Line Extension shall be the responsibility of the Developer; the Authority shall be subject to no costs. These costs shall include but may not be limited to:
 - (i) The cost of all main sewer lines, the connections to the existing Main Sanitary Sewer, manholes, frames, covers, cleanouts, lampholes, pump stations, sewage meters (if applicable), valves, valve boxes, fittings, testing, backfilling, restoration, labor, design, professional services and all associated work.
 - (ii) The cost of all land and rights-of-way.
 - (iii) All Authority costs related to the Sewer Line Extension including but not limited to legal, engineering and inspection.
 - (iv) The payment of the appropriate Tapping Fee, Customer Facilities Fee, inspection fee, turn-on fee, application fee and other charges as established by the Comprehensive Fee Resolution of the Authority.

2. Preliminary Requirements

Not less than one hundred twenty (120) days prior to the intended date of commencing construction, the Developer intending to construct the Sewer Line Extension shall:

- (a) Give written notice to the Saxonburg Area Authority of its intent to construct a Sewer Line Extension.

- (b) Attend a Preliminary Development meeting with the Authority's Engineer and/or Director of Development to discuss the Sewer Line Extension. The Developer shall provide to the Authority's Engineer and/or Director of Development at such meeting the following:
 - (i) The preliminary plan of the Sewer Line Extension illustrating property boundaries described by metes and bounds, the location of all lots and/or the proposed location of any buildings, streets, utility rights of way, Storm Drainage and such other information as the Authority's Engineer and/or Director of Development may request;
 - (ii) The location and names of adjoining properties and any roadways that will be connecting to the roadways in the plan or development;
 - (iii) A topographic map of the entire parcel.
- (c) Pay the appropriate Preliminary Development Fee. The Preliminary Development Fee for Sewer Line Extensions shall be a \$50.00 Flat Fee plus \$10 per proposed EDU to be served.
- (d) Upon completion of all the above preliminary requirements, the Authority's Engineer and/or Director of Development will issue, in writing, a preliminary assessment of the proposed Sewer Line Extension. Upon the receipt of the preliminary assessment, the Developer may proceed to the Design Phase, if applicable.

3. Design Phase

- (a) Submission of Executed Developer's Agreement - The Developer shall enter into an Agreement with the Authority which Agreement shall contain the following provisions and place the following obligations upon the Developer:
 - (i) The Developer shall be required to pay a deposit to the Authority in an amount estimated to be the costs of legal, engineering, inspection and such additional costs as may be incurred by the Authority.
 - (ii) The Authority's Engineer, Authority's Inspector, Authority's Director of Development and/or Authority's Engineering Consultants shall serve as resident inspector on the project.
 - (iii) The Authority shall have the right to approve the Developer's sewer line Contractor. The Contractor shall provide approved insurance certification to the Authority prior to the commencement of work.
 - (iv) Developer shall furnish evidence to the Authority that the materials used on the project comply with the materials specifications of the Authority.
 - (v) That all work performed shall be in accordance with the Authority's Technical Specifications for Sewer Line Extensions, the Authority's Rules and Regulations, the terms of the Agreement and in a careful, good and workmanlike manner.
 - (vi) The Developer shall secure all necessary rights-of-way or easements at a minimum of ten (10) feet, or such other width as shown on the approved plans,

on each side of the center on the proposed Sewer Line Extension, in the name of the Authority. Upon completion of the Sewer Line Extension installations, the Developer shall provide the recorded right-of-ways to the Authority.

- (vii) The Developer shall provide the Authority a bill-of-sale of all Sewer Line Extension installations, including Building Sewer Connections (if applicable) and related facilities but not including Building Sewers, upon completion of the installations. The Authority shall have the right to extend any sewage facilities therefore and shall have the further right to make any other sewer extensions beyond or laterally from the foresaid system without any obligation or permission or consent from the Developer.
- (viii) Upon acceptance of the installations by the Authority, the Developer or property Owner shall execute a written application for service on forms furnished by the Authority. Said application shall be accompanied by the Tapping Fee, Customer Facilities Fee, inspection fee, turn-on fee, application fee and other charges, as determined by the Authority Resolution governing Tapping Fees at the time of submission of the application. **No applications for service shall be accepted by the Authority until the Sewer Line Extension has been accepted by the Authority Board at a regular monthly publicly advertised Board of Director's Meeting.**
- (ix) The Authority shall require the Developer to provide acceptable financial security for 100% of the full cost of the work prior to the commencement of work. Additional financial security shall be required if the Developer requires more than one (1) year for the completion of the project. The Developer shall provide a maintenance bond in an amount equal to 15% of the full cost of the work, for a period of 18 months from the date of Authority acceptance of the installations. The full cost of the work shall be in an amount not less than the actual cost of construction or the Authority Engineer's and/or Director of Development's estimate of the construction cost, whichever is greater.
- (x) As a condition precedent to the release by the Authority of any security provided, the Developer shall deliver to the Authority, a certificate signed by the Developer setting forth the names of all Contractors, Subcontractors, material men and other Persons who have supplies, labor or materials in respect of the installations and stating that all such Contractors, Subcontractors, material men and other Persons have been paid in full.
- (xi) The Developer's design and construction must be in accordance with all applicable Federal, State, Municipality and other local agency regulations. The Developer shall be responsible for securing all necessary permits and approvals from these agencies. Any and all expenses related to the aforementioned regulations shall be the sole responsibility of the Developer including those expenses incurred by the Authority on the Developer's behalf.
- (xii) The Developer shall submit Plans, Specifications and a Report for the installations to the Authority for approval. Upon completion of the installations the Developer shall furnish to the Authority as-built drawings.

- (xiii) The entire sewer line installations, including Building Sewer Line Connections and related facilities but not including Building Sewer Lines, shall be the property of the Authority. The Authority shall have the right to extend any sewer facilities or make any other sewer extension beyond or laterally from aforesaid system without any obligation or permission or consent from the Developer.
 - (xiv) The right to sewer service from lines installed under the terms of the Developer's Agreement shall at all times be subject to user rates, tapping fees, other applicable charges and the Rules and Regulations of the Authority.
 - (xv) Such other terms and provisions as the Authority may require.
- (b) Developer's Deposit - Prior to the Authority's review of the Sewer Line Extension Plans, Specifications and Report, the Developer shall deposit a specified amount of escrowed funds with the Authority. The amount of the escrowed funds shall be determined by the Authority's Engineer's and/or Director of Development's estimate to reimburse the Authority for payments of costs of legal, engineering, inspection, and such additional costs as may be incurred by the Authority. All bills submitted by the Authority in excess of the deposit shall be due and payable upon presentation and beginning 30 days from the date thereof shall bear interest at the rate of 6% per annum. The Authority, upon its acceptance of the installations, shall reimburse to the Developer the balance, if any, of the initial deposit not expended. Cash deposits will not bear interest.
- (c) Submission of Plans, Specifications and Reports - Not less than ninety (90) days prior to the intended date of commencing construction, the Developer shall submit accurate Plans, Specifications and a Report to the Authority's Engineer and/or Director of Development for review. Such documents shall be in sufficient detail to permit the Authority's review of the complete Sewer Line Extension. Each submittal shall be submitted in triplicate and shall be signed and sealed by a Registered Professional Engineer registered to practice engineering in the Commonwealth of Pennsylvania.

Within 60 (sixty) days of receipt of the Developer's Plans, Specifications and Report the Authority's Engineer and/or Director of Development shall provide a review and comment letter regarding deficiencies, if any, contained the Developer's submission. The Developer shall re-submit complete copies of the Plans, Specifications and Report, in triplicate until full approval has been acknowledged by the Authority's Engineer and/or Director of Development. The Authority Engineer's and/or Director of Development's approval does not confer upon the Developer the right to perform any construction activities without the consent and approval of all applicable permits, licenses and/or written approvals from the Department of Environmental Protection, Federal, State, County, Municipality and other local agencies. All sewage facilities proposed for construction shall be designed in strict accordance with the Department of Environmental Protection's Domestic Wastewater Facilities Handbook, the Authority's Technical Specifications for Sewer Line Extensions and the Municipalities' 537 Plan.

- (i) Design Plans – The Developer shall submit accurate Plans showing the location of the proposed Sewer Line Extension, the layout of the streets and roads, the layout of existing and proposed plans of lots, and other pertinent data, which the Authority may require. The Plans must contain both plan and profile views of the Sewer Line Extension and shall be in accordance with the requirements of the

Authority's Technical Specifications for Sewer Line Extensions. All Plans shall be submitted on sheets of paper 24 by 36 inches in size.

- (ii) Specifications – The design, installation and construction of all Sewer Line Extensions and other related facilities shall be in strict accordance with the Authority's Technical Specifications for Sewer Line Extensions. All specifications shall be bound and submitted on sheets of paper 8¹/₂ by 11 inches in size.
- (iii) Report – A report setting forth a full description of the proposed system and the basis of design shall be required. All reports shall be bound and submitted on sheets of paper 8¹/₂ by 11 inches in size. This report must include a statement and description of the extent of area which it is proposed to include within the system at the present time, and in the future; the estimated present and future population to be served; the estimated per capita rates or volume of sewage to be provided for; the general character of service area and any such other data the Authority may require. The report shall also include a detailed summary of design hydraulic capacities and calculations of the proposed Sewer Line Extension and future ultimate flow rates. The report shall include information regarding the proposed number of connections, the nature of each connection and detail the quantities and character of the wastes. The report shall include a detailed summary of the drainage areas and areas to be served; the sewerage system, showing sizes of sewers, distances between manholes, grades, capacities and future ultimate flows in Main Sanitary Sewers and Intercepting Sanitary Sewers; and, if treatment facilities are to be constructed, a summary of dimensions, sizes, capacities and all pertinent data relative to each unit, types and capacities of all equipment, general plant and operating descriptive data, total plant capacities and such other data as may be required; and, if pumping stations are to be constructed, the type, head and capacities of pumping equipment, the type and size of motors, types and capacities of comminuting equipment and screens, descriptions of other equipment, sizes, capacities and other data relative to wet and dry wells, descriptions of operation and other data.

4. Pre-Construction Phase

Prior to the commencement of any construction on the Sewer Line Extension, the Developer shall have performed the following:

- (a) Provide the Authority with the Sewer Line Extension Contractor's business information and references for Authority approval of the qualified Contractor.
- (b) Provide the Sewer Line Extension Contractor's Certificate of Insurance. At minimum, the Certification must maintain the following requirements for a term not less than the project's anticipated completion date:
 - (i) Workmen's Compensation Insurance - The Contractor shall take out and maintain during the life of the Developer's Agreement workmen's compensation insurance for all of his employees employed on the project, and in case any work is sublet, the Contractor shall require the Subcontractor similarly to provide workmen's compensation insurance for all of the latter's

employees, unless such employees are covered by the protection afforded by the Contractor.

- (ii) Public Liability and Property Damage Insurance - The Contractor shall take out and maintain during the life of the Developer's Agreement such public liability and property damage insurance as shall protect him and any Subcontractor performing work covered by the Developer's Agreement from claims for personal injury, including accidental death, as well as claims for property damage which may arise from operations under the Agreement, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

Public liability insurance in an amount of not less than \$100,000 for injuries, including accidental death, to any one Person, in an amount of not less than \$300,000 on account of one accident; and property damage insurance in an amount not less than \$50,000 to any one Person and subject to the same limit for each Person, in an amount of not less than \$100,000 on account of one accident.

- (iii) Insurance Covering Special Hazards - Hazards relative to the use of boats or other means of water travel going to or coming from the site, relative to the use of automobiles or trucks on the site or going to or coming from the site, and relative to blasting shall be covered in the same amounts by rider or riders to the public liability and/or property damage insurance policy or policies herein elsewhere required to be furnished by the Contractor or by separate policies of insurance.
- (c) Developer shall furnish evidence to the Authority that all materials to be used on the project comply with the material specifications of the Authority. The Developer shall be responsible to submit, in triplicate, manufacturer's shop drawings on all materials to be used on the project. The Contractor shall not commence work until the Authority has reviewed and approved all shop drawings relative to the project.
 - (d) Developer shall provide a performance and labor and material bond for 100% of the full cost of the work prior to the commencement of work. The bond shall be in the form of cash, letter of credit, sequestered bank account or a third-party collateral bond from a reputable bonding company bonded and licensed to do business in Pennsylvania in an amount not less than the actual cost of construction or the Authority Engineer's and/or Director of Development's estimate of the construction cost, whichever is greater. The bonding requirements shall be conditioned upon the prompt performance of the construction of such facilities and the prompt payment of all material furnished and all labor supplied or performed in the installation of such facilities.
 - (e) Schedule and attend a Pre-Construction meeting with the Authority's Engineer and/or Director of Development and Authority's Inspector a minimum of two (2) weeks prior to the commencement of construction. At a minimum, the Developer (or his representative), the General Contractor and the Sewer Line Extension Contractor must attend this meeting. The following items shall be delivered to the Authority prior to or at the pre-construction meeting:

- (i) Two (2) full sets of the Sewer Line Extension approved design Plans and Specifications. The Plans shall be half size sets plotted on 11" X 17" paper for the Authority's Inspector's field use.
 - (ii) A proposed construction schedule identifying the projected dates for the following activities: construction start date, progress schedules, construction completion date and sewer line and manhole testing dates. Additional milestone dates such as dedication and anticipated service dates shall also be identified.
 - (iii) The names, addresses and phone numbers of key project contacts including Developer, Contractor(s), Subcontractor(s), State and local agencies, utilities, etc...
- (f) The Developer shall provide written notice to the Authority a minimum of five (5) working days prior to the construction commencement date.

5. Construction Phase

The Sewer Line Extension construction shall be constructed in a workman-like manner and shall comply in all respects with the design and specifications approved by the Authority and the Authority's Technical Specifications for Sewer Line Extensions.

- (a) Construction Inspection – All construction of the Sewer Line Extension project shall be subject to inspection by representatives of the Authority during the progress of work to assure that such construction is accomplished in accordance with the approved Plans and Specifications. The Developer and his Contractor are responsible to coordinate the construction schedule closely with the Authority's Inspector. The costs of such Authority inspections shall be paid by the Developer.
- (b) Changes In Work – In the event that changes in the Authority approved Plans become necessary during the construction of the Sewer Line Extension, the Developer and Contractor shall immediately notify the Authority of such changes. Upon approval from the Authority, the Contractor may proceed with the requested changes at no cost to the Authority.
- (c) It shall be the responsibility of the Developer during the construction phase to maintain all necessary data for the accurate preparation of as-built drawings during the post-construction phase.

6. Post Construction Phase

Following completion of the construction phase in accordance with the Plans and Specifications the Developer shall:

- (a) Cause to be made the appropriate manhole and sewer line pressure and deflection tests of all components of the Sewer Line Extension in accordance with the Authority's Technical Specifications for Sewer Line Extensions. Such tests must be witnessed and approved by an Authority representative. All costs associated with this testing shall be at the Developer's expense.

- (b) Upon completion of the above activities, the Developer shall request a “Final Construction Inspection” by the Authority. Upon the successful completion of the Final Construction Inspection, the Authority shall provide a written notice of the approval of the construction activities.
- (c) Deliver to the Authority a notarized and properly executed release of liens from all Contractors and Subcontractors. As a condition precedent to the release by the Authority of any security provided, the Developer shall deliver to the Authority, a certificate signed by the Developer setting forth the names of all Contractors, Subcontractors, material men and other Persons who have supplies labor or materials in respect of the installations and stating that all such Contractors, Subcontractors, material men and other Persons have been paid in full.
- (d) Deliver properly executed and recorded rights-of-way for all properties in which the Sewer Line Extension was constructed. The rights-of-ways shall transfer ownership of the required rights-of-way to the Authority.
- (e) Deliver to the Authority a bill-of-sale transferring all parts of the Sewer Line Extension installations, including Building Sewer Connections (if applicable) and other related facilities but not Building Sewer lines to the Saxonburg Area Authority for one dollar.
- (f) Deliver a maintenance bond to the Authority for the Sewer Line Extension installations. The bond shall be in the form of cash, letter of credit, sequestered bank account or a third-party collateral bond from a reputable bonding company bonded in an amount not less than 15% of the actual cost of construction or 15% of the Authority Engineer’s and/or Director of Development’s estimate of the construction cost, whichever is greater. The bonding requirements shall be conditioned upon the Developer’s requirement to maintain all facilities and all work performed in good condition and repair for a period of 18 months from the date of Authority acceptance.
- (g) Deliver three (3) full sets of as-built drawings and one set of as-built drawings in electronic AutoCAD (.dwg) format. The as-built drawings shall contain all information substantially as submitted by the Developer in the Design Phase. Additionally, all precise locations of sewer facilities installed by the Developer (including Building Sewer Connections, if applicable) shall be accurately depicted on the drawings. The as-built drawings shall be signed and sealed by a Registered Professional Engineer registered to practice engineering in the Commonwealth of Pennsylvania.
- (h) Pay such sums as may be due and owing for the difference between the estimated costs and actual cost outlined in the Developer’s Agreement and all other fees.

7. Acceptance of Sewer Line Extension

When the Developer has complied with all of the provisions in the preceding paragraphs, the Saxonburg Area Authority Board of Directors at a regular monthly publicly advertised meeting shall move to accept Ownership of the Sewer Line Extension. Sewer service applications for service will not be accepted until the Sewer Line Extension has been accepted by the Authority.

SECTION M - INDUSTRIAL PRETREATMENT

1. Purpose and Policy

This Section M sets forth uniform requirements for direct and indirect contributions into the wastewater collection and treatment system (the "Wastewater System") of the Authority. The objectives of this Section M are to:

- (a) Prevent the introduction of pollutants into the Wastewater System which will interfere with the operation of such System or contaminate the resulting sludge;
- (b) Prevent the introduction of pollutants into the Wastewater System which will pass through such System, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with such System;
- (c) Improve the opportunity to recycle and reclaim wastewaters and sludge from the Wastewater System; and
- (d) Provide for equitable distribution of the cost of the Wastewater System.

This Section M provides for the regulation of direct and indirect contributors to the Wastewater System through the issuance of permits to certain non-domestic users and through enforcement of general requirements for other users, authorizes monitoring and enforcement activities, requires user reporting and provides for the setting of fees for the equitable distribution of costs resulting from the program established hereunder.

This Section M shall apply to all Users (as such term is hereinafter defined) of the Wastewater System.

2. Definitions

In addition to words and terms defined elsewhere in this Section M, the following words and terms used in this Section M shall have the following meanings, respectively, unless the context hereof otherwise clearly requires:

- (a) "Act" - means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq.
- (b) "Authority" - means The Saxonburg Area Authority, Butler County, Pennsylvania.
- (c) "Authorized Representative of Industrial User" - means (i) a principal executive officer of at least the level of Vice President if the Industrial User is a corporation, (ii) a general partner or proprietor if the Industrial User is a partnership or proprietorship, respectively or (iii) a duly authorized representative of any individual designated above if such representative is responsible for overall operation of the facilities from which the indirect discharge originates.
- (d) "Biochemical Oxygen Demand" or "BOD" - means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five (5) days at 20° centigrade expressed in terms of weight and concentration (milligrams per liter (mg/l)).

- (e) "Board" - means the Board of the Authority.
- (f) "Building Sewer" - means a sewer conveying wastewater from the Premises of a User to the Treatment Works.
- (g) "Categorical Standards" - means the National Categorical Pretreatment Standards or Pretreatment Standard.
- (h) "Cooling Water" - means the water discharged from any use, such as air conditioning, cooling or refrigeration, or water to which the only pollutant added is heat and also includes non-contact cooling water.
- (i) "Commonwealth" - means the Commonwealth of Pennsylvania.
- (j) "DEP" - means the Pennsylvania Department of Environmental Protection.
- (k) "Direct Discharge" - means the discharge of treated or untreated wastewater directly into the waters of the Commonwealth.
- (l) "Environmental Protection Agency" or "EPA" - means the United States Environmental Protection Agency.
- (m) "Grab Sample" - means a sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.
- (n) "Holding Tank Waste" - means any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks and vacuum-pump tank trucks.
- (o) "Indirect Discharge" - means the discharge or the introduction of non-domestic pollutants from any source regulated under Section 307(b) or Section 307(c) of the Act into the Treatment Works (including holding tank waste discharged into the Treatment Works).
- (p) "Industrial User" - means a source of indirect discharge located within the Authority's service area, which does not constitute a "discharge of pollutants" under regulations issued pursuant to Section 402 of the Act.
- (q) "Industrial Sewer Use Permit" - means a permit contemplated by the provisions of Subsection 5.b hereof.
- (r) "Interference" - means the inhibition or disruption of the treatment processes or operations of the Treatment Works which contributes to a violation of any requirement of the Authority's NPDES Permit and shall also include prevention of sewage sludge use or disposal by the Authority in accordance with Section 405 of the Act or any criteria, guidelines or regulations developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or more stringent Commonwealth criteria (including those contained in any Commonwealth sludge management plan prepared pursuant to Title IV of the Solid Waste Disposal Act) applicable to the method of disposal or use employed by the Authority.

- (s) "National Categorical Pretreatment Standard or Pretreatment Standard" - means any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Sections 307(b) or 307(c) of the Act which applies to a specific category of Industrial User.
- (t) "National Prohibitive Discharge Standard or Prohibitive Discharge Standard" - means any regulation developed under the authority of Section 307(b) of the Act and 40 CFR Section 403.5.
- (u) "New Source" - means any source, the construction of which is commenced after the publication of proposed regulations prescribing a Section 307(c) Categorical Pretreatment Standard which will be applicable to such source if such standard is thereafter promulgated within 120 days of proposal in the Federal Register; and where the Categorical Pretreatment Standard is promulgated more than 120 days after its proposal, "New Source" means any source, the construction of which is commenced after the date of promulgation of the Standard.
- (v) "National Pollution Discharge Elimination System Permit" or "NPDES Permit" - means a permit issued pursuant to Section 402 of the Act.
- (w) "Person" - means 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.
- (x) "PH" - means the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution.
- (y) "Pollution" - means the man-made or man-induced alteration of the chemical, physical, biological or radiological integrity of water.
- (z) "Pollutant" - means any dredged spoil, solid waste, incinerator residue, sewage, Garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal and agricultural waste discharged into water.
- (aa) "Pretreatment" or "Treatment" - means the reduction of the amount of pollutants, the elimination of pollutants or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the Treatment Works; the reduction or alteration can be obtained by physical, chemical or biological processes, or process changes by other means, except as prohibited by 40 CFR Section 403.6(d).
- (bb) "Pretreatment Requirements" - means any substantive or procedural requirement related to pretreatment, other than a National Pretreatment Standard imposed on an Industrial User."Significant Industrial User" - means any Industrial User of the Wastewater System who is subject to categorical pretreatment standards or a user that: (1) Discharges an average of 25,000 gpd or more of process wastewater to the POTW; (2) Contributes a process waste stream which makes up 5% or more of the average dry weather hydraulic or organic capacity of the treatment plant; or (3) Is designated as such by the Authority on the basis that it has a reasonable potential for

adversely affecting the Treatment Work's operation or for violating any pretreatment standard or requirement due to processes employed or chemicals stored at the facility.

- (cc) "Standard Industrial Classification" or "SIC" - means a classification pursuant the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972.
- (dd) "Storm Water" - means any flow occurring during or following any form of natural precipitation and resulting there from.
- (ee) "Suspended Solids" - means the total suspended matter that floats on the surface of, or is suspended in, water, wastewater or other liquids and which is removable by laboratory filtering.
- (ff) "Treatment Works" - means the Authority's Wastewater Treatment Plant and any other wastewater treatment facility owned and operated by the Authority, together with all additions thereto, and shall include any sewers that convey wastewater thereto, but shall not include pipes, sewers or other conveyances not connected to a facility providing wastewater treatment, and shall include any sewers that convey wastewater to such Treatment Works from Persons outside the service area who are users of the Treatment Works by contract or agreement with the Authority.
- (gg) "Toxic Pollutant" - means any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administrator of the EPA under the provisions of Section 307(a) of the Act or other Federal legislation.
- (hh) "User" - means any Person who contributes, causes or permits the contribution of wastewater into the Treatment Works.
- (ii) "Wastewater" - means the liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities and institutions, together with such unpolluted water as may be present, whether treated or untreated, which is contributed into or permitted to enter the Treatment Works.
- (jj) "Waters of the Commonwealth" - means all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies and accumulations of water, surface or underground, nature or artificial, public or private, which are contained within, flow through or border upon the Commonwealth or any portion thereof.

3. Regulations

(a) General Discharge Prohibitions

No User shall contribute or cause to be contributed, directly or indirectly, any pollution or wastewater which will interfere with the Treatment Works. These general discharge prohibitions apply to all Users of the Treatment Works whether or not the User is subject to National Categorical Pretreatment or other Pretreatment Requirements. No User shall contribute any of the following substances to the Treatment Works:

- (i) Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient, either alone or by interaction with other substances, to cause fire or explosion or be injurious in any other way to the Treatment Works or to the operation of the Treatment Works. At no time, shall two successive readings on an explosion hazard meter, at the point of discharge into the Wastewater System (or at any point in the Wastewater System) be more than five percent (5%) nor any single reading over ten percent (10%) of the lower explosive limit of the meter. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides and any other substances which the Authority, the Commonwealth or EPA has notified the User is a fire hazard or a hazard to the Wastewater System.
- (ii) Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the Treatment Works including, but not limited to, grease, Garbage with particles greater than one-half inch (1/2") in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshing, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining, or processing of fuel or lubricating oil, mud, or glass grinding or polishing wastes.
- (iii) Any wastewater having a pH less than 5.0 or more than 9.0, unless the Treatment Works is specifically designed to accommodate such wastewater, or wastewater having any other corrosive property capable of causing damage or constituting a hazard to structures, equipment or personnel of the Treatment Works.
- (iv) Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the Treatment Works, or to exceed the limitation set forth in a Categorical Pretreatment Standard. A toxic pollutant shall include, but shall not be limited to, any pollutant identified pursuant to Section 307(a) of the Act.
- (v) Any noxious or malodorous liquids, gases or solids which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair.
- (vi) Any substance which may cause the Treatment Work's effluent or any other product of the Treatment Works, such as residues, sludge, or scum, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the Treatment Works cause the Treatment Works to be in noncompliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act, any criteria, guidelines or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substance Control

Act, or Commonwealth regulations applicable to the sludge management method being used.

- (vii) Any substance, which will cause the Treatment Works to be in violation of its NPDES or Commonwealth Permit or the receiving water quality standards.
- (viii) Any wastewater with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions.
- (ix) Any wastewater having a temperature which will inhibit biological activity in the Treatment Works resulting in interference, but in no case wastewater with a temperature at the introduction into the Treatment Works which exceeds 40°C (104°F).
- (x) Any pollutants, including oxygen demanding pollutants (BOD, etc.) released at a flow rate and/or pollutant concentration which a User knows or has reason to know will cause interference with the Treatment Works. In no case shall a Slug load have a flow rate or contain concentration or qualities of pollutants that exceed for any time period longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration, quantities or flow during normal operation.
- (xi) Any wastewater containing any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Authority in compliance with applicable Commonwealth or Federal regulations.
- (xii) Any wastewater, which causes a hazard to human life or creates a public nuisance.

When the Authority determines that any User is contributing to the Treatment Works any of the above-enumerated substances in such amounts as to interfere with the operation of the Treatment Works, the Authority shall (i) advise such User of the impact of the contribution on the Treatment Works and (ii) develop effluent limitations for such User to correct the interference with the Treatment Works.

(b) Federal Categorical Pretreatment Standards

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

(c) Commonwealth Requirements

Commonwealth requirements and limitations on discharges into the Wastewater System shall apply in any case where they are more stringent than Federal requirements and limitations or those contained in this Section M.

(d) Authority's Right of Revision

The Authority reserves the right to establish more stringent limitations or requirements on discharges to the Wastewater System if deemed necessary to comply with the objectives set forth in this Section M.1 hereof.

(e) Excessive Discharge

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 the limitations contained in the Federal Categorical Pretreatment Standards, or in any other pollutant-specific limitation developed by the Authority or the Commonwealth (Comment: Dilution may be an acceptable means of complying with some of the prohibitions set forth in Subsection M.3.(a) hereof, e.g. the pH prohibition.)

(f) Accidental Discharges

Each User shall provide protection from accidental discharge of prohibited materials or other substances regulated by this Section M. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the User's own cost and expense. Detailed plans showing facilities and operating procedures to provide such protection shall be submitted to the Authority for review and shall be approved by the Authority before the commencement of construction of the facility. No User who commences contribution to the Treatment Works after the effective date of this Section M shall be permitted to introduce pollutants into the Wastewater System until accidental discharge procedures have been approved by the Authority. Review and approval of such plans and operating procedures shall not relieve the User from the responsibility to modify the User's facility as necessary to meet the requirements of this Section M. In the case of an accidental discharge, it is the responsibility of the User to immediately notify the Authority of the incident. The notification shall include location of discharge, type of waste, concentration, volume and corrective actions.

Within five (5) days following an accidental discharge, the User shall submit to the Authority a detailed written report describing the cause 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 Treatment Works, fish kills or any other damage to Persons or property; nor shall such notification relieve the User of any fines, civil penalties or other liability which may be imposed by this Section M, any other provisions of the Authority's Rules and Regulations or any applicable law.

A notice shall be permanently posted on the User's bulletin board or other prominent place advising employees of the User whom to call in the event of a dangerous discharge. Users shall insure that all of their employees who may cause or suffer such a dangerous discharge to occur are advised of the emergency notification procedure.

4. Fees

(a) Purpose

It is the purpose of this Subsection to provide for the recovery of costs from Users of the Wastewater System for the implementation of the pretreatment program

established in this Section M. The applicable charges or fees shall be set forth in the Industrial Sewer Use Permit, if applicable.

(b) Charges and Fees

The Authority may adopt charges and fees, which may include:

- (i) Fees for reimbursement of costs of setting up and operating the Authority's pretreatment program;
- (ii) Fees for monitoring, inspections and surveillance procedures;
- (iii) Fees for reviewing accidental discharge procedures and construction;
- (iv) Fees for permit applications;
- (v) Fees for filing appeals;
- (vi) Fees for consistent removal (by the Authority) of pollutants otherwise subject to Federal Pretreatment Standards and
- (vii) Other fees as the Authority may deem necessary to carry out the requirements contained herein.

Fees and charges established hereunder relate solely to the matters covered by this Section M and are separate from all other fees and charges which may be imposed by the Authority upon Users of the Wastewater System.

5. Administration

(a) Wastewater Discharges

It shall be unlawful to discharge to the Treatment Works any wastewater except as authorized by the Authority in accordance with the provisions of this Section M.

(b) Industrial Sewer Use Permits

(i) General Permits

All Significant Industrial Users proposing to connect to the Wastewater System or to contribute to the Treatment Works shall obtain an Industrial Sewer Use Permit before connecting to the Wastewater System or contributing to the Treatment Works. All existing Significant Users connected to the Wastewater System or contributing to the Treatment Works shall obtain an Industrial Sewer Use Permit as hereinafter provided.

(ii) Permit Applications

Users required to obtain an Industrial Sewer Use Permit shall complete and file with the Authority an application in the form prescribed by the Authority, and accompanied by a fee as set forth in the Authority's Schedule of Rates

and Charges, if applicable. Existing Users shall apply for an Industrial Sewer Use Permit within 90 days after the effective date of this Section M, and proposed new Users shall apply at least 90 days prior to connecting to the Wastewater System or contributing to the Treatment Works. In support of the application, the User shall submit, in units and terms appropriate for evaluation, the following information:

- (a) Name, address, and location, (if different from the address);
- (b) SIC number;
- (c) Wastewater constituents and characteristics as required by the Authority including, but not limited to, those mentioned in Subsection M.3.(a) hereof as determined by a reliable analytical laboratory; sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to Section 304(g) of the Act and contained in 40 CFR, Part 136, as amended;
- (d) Time and duration of contribution;
- (e) Average daily and 30 minute peak wastewater flow rates, including daily, monthly and seasonal variations if any;
- (f) Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections, and appurtenances by the size, location and elevation;
- (g) Description of activities, facilities and plant processes on the User's Premises, including all materials, which are or could be discharged;
- (h) Each product produced by type, amount, process or processes and rate of production;
- (i) Type and amount of raw materials processed (average and maximum per day);
- (j) Number and type of employees, and hours of operation of plant and proposed or actual hours of operation of pretreatment system; and
- (k) Any other information as may be deemed by the Authority to be necessary to evaluate the Industrial Sewer Use Permit application.

The Authority will evaluate the data furnished by the User and may require additional information. After evaluation and acceptance of the data furnished, the Authority may issue an Industrial Sewer Use Permit subject to terms and conditions provided herein.

(iii) Permit Conditions

Industrial Sewer Use Permits shall be expressly subject to all provisions of this Section M and all other applicable regulations, user charges and fees established by the Authority. Permits may contain the following:

- (a) Limits on the average and maximum wastewater constituents and characteristics;
- (b) Limits on average and maximum rate and time of discharge or requirements for flow regulations and equalization;
- (c) Requirements for installation and maintenance of inspection and sampling facilities;
- (d) Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule;
- (e) Compliance schedules;
- (f) Requirements for submission of technical reports or discharge reports (see Subsection M.5.(c));
- (g) Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the Authority and affording Authority access thereto;
- (h) Requirements for notification of the Authority of any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the Wastewater System;
- (i) Requirements for notification of Slug discharges and
- (j) Other conditions as deemed appropriate by the Authority to ensure compliance with this Section M.

(iv) Duration of Permits

Industrial Sewer Use Permits shall be issued for a specified time period, not to exceed three years. An Industrial Sewer Use Permit may be issued for a period less than a year or may be stated to expire on a specific date. The User shall apply for re-issuance of such User's Industrial Sewer Use Permit not later than 180 days prior to the date of the expiration of such Permit. The terms and conditions of the Industrial Sewer Use Permit may be subject to modification by the Authority during the term of such Permit as limitations or requirements as identified in Subsection M.3 hereof are modified or other just cause exists. The User shall be informed of any proposed changes in such User's Industrial Sewer Use Permit at least 30 days prior to the effective date of change. Any changes or new conditions in such Permit shall include a reasonable time schedule for compliance.

(v) Permit Transfers

Industrial Sewer Use Permits are issued to a specific User for a specific operation. An Industrial Sewer Use Permit shall not be reassigned or transferred or sold to a new Owner, new User, different Premises, or a new or changed operation without the prior written approval of the Authority. Any succeeding Owner or User shall be subject to all of the terms and conditions of the existing Industrial Sewer Use Permit.

(c) Reporting Requirements

(i) Periodic Compliance Reports

- (a) Any User subject to a Pretreatment Standard, after the compliance date of such Pretreatment Standard, or, in the case of a New Source, after commencement of the discharge into the Treatment Works, shall submit to the Authority copies of all base-line monitoring reports, which the User is required to file with EPA or DEP.
- (b) The Authority may impose mass limitations on Users which are using dilution to meet applicable Permit Requirements, or in other cases where the imposition of mass limitations are appropriate.

(d) Monitoring Facilities

The Authority shall require monitoring facilities, provided and operated at the User's expense, to allow inspection, sampling, and flow measurement of the Building Sewer and/or internal drainage systems. The monitoring facility shall be situated on the User's Premises.

There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility and all sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the User.

All sampling and monitoring facilities shall be provided in accordance with the Authority's requirements and all applicable municipal construction standards and specifications. Construction shall be completed within 90 days, following written notification by the Authority.

(e) Inspection and Sampling

The Authority shall inspect the facilities of any User to ascertain whether the purpose of this Section M is being met and all requirements are being complied with. Persons or occupants of Premises where wastewater is created or discharged shall allow the Authority and its employees, agents and representatives ready access at all reasonable times to all parts of the Premises for the purposes of inspection, sampling, records examination or in the performance of any of their duties. The Authority shall have the right to set up on the User's property such devices as are necessary to conduct sampling inspection, compliance monitoring and/or metering operations. Where a User has security measures in force which would require proper identification

and clearance before entry into the User's Premises, the User shall make necessary arrangements with its security personnel so that upon presentation of suitable identification, personnel from the Authority will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

(f) Pretreatment

Users shall provide necessary wastewater treatment as required to comply with this Section M and shall achieve compliance with the Permit Requirements within the time limitations as specified by the Federal Pretreatment Regulations or within the time limitation in any compliance schedule issued by the Authority. Any facilities required to pre-treat wastewater to a level acceptable to the Authority shall be provided, operated, and maintained at the User's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the Authority for review, and shall be acceptable to the Authority before the commencement of construction of the pretreatment facility. The review of such plans and operating procedures will in no way relieve the User from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the Authority under the provisions of this Section M. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the Authority prior to the User's initiation of the changes.

All records relating to pollutant levels and compliance with Permit Requirements may, at the discretion of the Authority, be made available to officials of the EPA or the DEP upon request.

6. Enforcement

(a) Harmful Contributions

The Authority may suspend the wastewater treatment service, water service, when Authority's water is supplied to Premises, or an Industrial Sewer Use Permit, or any of the foregoing, when such suspension is necessary, in the opinion of the Authority, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health, safety or welfare of Persons, to the environment, causes interference to the Treatment Works or causes the Authority to violate any condition of its NPDES Permit.

Any Person notified of a suspension of the wastewater treatment service, or the Industrial Sewer Use Permit shall immediately stop or eliminate the contribution. In the event of a failure of the Person to comply voluntarily with the suspension order, the Authority shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the Treatment Works or endangerment to any Person. The Authority shall reinstate the Industrial Sewer Use Permit or the wastewater treatment service, or water service, as the case may be, upon proof of the elimination of the non-complying discharge. A detailed written statement submitted by the User describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the Authority within 15 days of the date of occurrence.

(b) Revocation of Permit

Any User who violates the following conditions of this Subsection M or applicable Commonwealth or Federal regulations is subject to having such User's Industrial Sewer Use Permit revoked in accordance with the procedures of Subsection 6 of this Section M:

- (i) Failure of a User to factually report the wastewater constituents and characteristics of such User's discharge;
- (ii) Failure of the User to report significant changes in such User's operations, or wastewater constituents and characteristics;
- (iii) Refusal of reasonable access to the User's Premises for the purpose of inspection or monitoring; or
- (iv) Violation of conditions of the User's Industrial Sewer Use Permit.

(c) Notification of Violation

Whenever the Authority finds that any User has violated or is violating this Section M, such User's Industrial Sewer Use Permit or any prohibition, limitation or requirement contained herein, the Authority may serve upon such Person a written notice stating the nature of the violation. Within 30 days of the date of the notice, a plan for the satisfactory correction of such violation shall be submitted to the Authority by the User.

(d) Show Cause Hearing

The Authority may order any User who causes or allows an unauthorized discharge to enter the Treatment Works to show cause before the Board or its designee why the proposed enforcement action should not be taken. A notice shall be served on the User specifying the time and place of a hearing to be held by the Board or its designee regarding the violation, the reasons why the action is to be taken, the proposed enforcement action, and directing the User to show cause before the Board or its designee why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days before the hearing date. Service may be made on any agent or officer of a corporation.

The Board may conduct the hearing and take the evidence, or may designate any of its members or any officer or employee of the Authority to:

- (i) Issue in the name of the Board notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings;
- (ii) Take evidence, and;
- (iii) Transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the Board for action thereon.

At any hearing held pursuant to this Section M, testimony taken must be under oath and may be recorded stenographically or otherwise.

After the Board has reviewed the evidence, and recommendations, if any, it may issue an order to the User responsible for the discharge directing that, following a specified time period, the Industrial Sewer Use Permit be revoked and sewer service be discontinued unless adequate treatment facilities, devices or other related appurtenances shall have been installed or existing treatment facilities, devices or other related appurtenances are properly operated. The Authority may issue further orders or directives as are necessary or appropriate under the circumstances.

(e) Legal Action

If any Person discharges sewage, Industrial Wastes or other wastes into the Wastewater System contrary to the provisions of this Section M, Federal or Commonwealth Pretreatment Requirements, or any order or directive of the Authority, the Authority may commence, or cause to be commenced, an action for appropriate legal or equitable relief in the Court of Common Pleas of Butler County, Pennsylvania.

7. Costs

Any User found by the Authority to be in violation of any provision of this Section M shall pay to the Authority immediately upon demand by it an amount equal to all overhead, administrative, engineering, legal and other costs incurred by the Authority, in connection with or as a result of, directly or indirectly, any such violation, including without limitation, all fines and penalties imposed against the Authority by EPA or DEP or any court or any other governmental body having jurisdiction over the Authority.

8. Severability

If any provision, paragraph, word, Section, Subsection or article of this Section M is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, Sections and Subsections shall not be affected and shall continue in full force and effect.

9. Conflict

All other provisions, Sections or Subsections of these Rules and Regulations inconsistent or conflicting with any part of this Section M are hereby repealed to the extent of such inconsistency or conflict.

10. Effective Date

This Section M shall become effective immediately upon its adoption by the Board of the Authority.

SECTION N - MISCELLANEOUS REGULATIONS

1. Inspection

Authorized employees of the Authority shall have access to the Customer's Premises at all reasonable hours for the purpose of; inspection, repair and/or replacement of service lines, service line extensions, Building Sewers, manholes and other appurtenances; inspection, setting, reading, repairing and removal of meter; observation, measurement, sampling and testing of sewage or Industrial Wastes; and all such justifiable purposes.

2. Excavation Rights

The Authority shall have the right to make such excavations as are required for the proper execution of the work.

3. Interference with Authority's Property

No workmen, Owner or Tenant, or other unauthorized Person shall disconnect or remove the meter, or otherwise interfere with the Authority's property, or do work on service line connections, service line extensions, Building Sewers and such other facilities, except in accordance with requirements as previously set forth. The violation of the foregoing may result in termination of service, at the option of the Authority.

4. Violations

No unauthorized Person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is part of the Authority's sewage facilities, including meters, Building Sewers, inspection ports and such other service facilities. Any Person violating this provision of these Rules and Regulations shall be subject to immediate arrest under applicable provisions of the Pennsylvania Criminal Code.

5. Only Rules Binding

No agent or employee of the Authority shall have the power to bind the Authority by any promise, agreement or representation not provided for in these Rules and Regulations without approval of the Board of the Authority.

6. Service of Notices

All notices and bills relating to the Authority or its business shall be deemed to have been properly served if left upon the Premises of the Customer, or if mailed or electronically mailed to the Customer, directed to or left at his address, as shown on the records of the Authority.

7. Mailing of Notice

The Authority will send all such notices and bills to the address given on the application for sewer service until a notice of change of address, in writing, has been filed with the Authority by the applicant.

8. Notices Advertised in Newspaper

All notices of general character, affecting or likely to affect a large number of Customers, shall be deemed to have been properly given or served if advertised in the newspaper designated by the Authority.

9. Notices Sent for Non-Payment of Services

The Authority will send notices and bills with respect to non-payment of bills by Tenants, to the Owner of the property involved such Owners being responsible for payment thereof.

10. Requests for Public Documents

Requests for copies of records or documents from the Authority shall be in accordance with the Authority's Right-to-Know Policy adopted by Resolution on December 9, 2008.

11. Service not Guaranteed

Nothing in these Rules and Regulations, nor any contract, nor representation, verbal or written, of the Authority or any of its employees shall be taken or construed in any manner to be or constitute a guarantee to provide unreasonable sewer capacities or facilities, whether for domestic, commercial, industrial, manufacturing or other general uses, or for any other special purposes; but the Authority will at all times and under all conditions endeavor to maintain the efficiency of its service.

12. Restriction of Supply

The Authority shall have the right to restrict the use of sewers as to capacity and character of sewage.

The Authority shall not be liable for any damage or inconvenience suffered by the consumer, or in any case for any claim against it at any time, for interruption in service, or any cause beyond its control.

13. Commonwealth of Pennsylvania - Bills for Sewage Service

The Commonwealth of Pennsylvania and any agency thereof is entitled to a 30-day period from the due date of any bill, within which it may pay for sewage service without the imposition of a penalty.

14. Interference with Authority Property

No Person shall damage, injure, molest, disturb or interfere with any pipe, inspection port, manhole, pump, treatment works, pump station, machinery, tool or any other property belonging to or pertaining to the sewage system. No Person shall, except with permission from the Authority, open, close, interfere with or attach to or connect with any manhole operated or maintained by the Authority.

15. Penalties

Any Person found to be violating any provision of these Rules and Regulations shall be served by the Authority with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the

period of time stated in such notice, permanently cease all violations. Any Person or property Owner who shall violate any of the provisions of these Rules and Regulations shall be subjected to, upon conviction thereof, a sentence to pay a fine of not more than \$375.00 and the cost of prosecution for each and every violation and in default of payment of such fines and costs shall be sentenced to imprisonment at the Butler County Correctional Institution for a period of not more than thirty (30) days. Each and every day of violation shall be construed as a separate and distinct offense per application of the penalty provisions herein set forth.

16. Violations

Any Person violating any of the provisions of these Rules and Regulations shall become liable to the Authority for any expense, loss or damage occasioned the Authority by reason of such violation.

17. Further Policies and Procedures

The Authority shall have charge and management of the sewer system and shall issue from time to time such additional policies and procedures governing the use, operation and maintenance of said sewage system as it shall deem necessary.

18. Authority Privacy Policy

The Authority does not sell or share its Customer mailing list with non-governmental agencies.

SECTION O - REPEALER

All prior Resolutions in conflict herewith or otherwise inconsistent herewith are hereby repealed to the extent of such conflict or inconsistency.

IN WITNESS WHEREOF, the Authority has adopted this resolution this 14th day of January, 2013.

Assistant Secretary/Treasurer

Chairman, Saxonburg Area Authority

SEAL

Date