

**MUNICIPAL AUTHORITY OF
THE TOWNSHIP OF SOUTH FAYETTE
ALLEGHENY COUNTY, PENNSYLVANIA**

**MUNICIPAL AUTHORITY OF
THE TOWNSHIP OF SOUTH FAYETTE
900 Presto Sygan Road
Bridgeville, PA 15017**

TELEPHONE: (412) 257-5100

RULES AND REGULATIONS

March 2014

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SECTION I **INTRODUCTION**

- A. The Board of the Municipal Authority of the Township of South Fayette, County of Allegheny, Pennsylvania, have adopted the following Rules and Regulations comprehensively governing the furnishing and charges for sanitary sewage services and related matters, effective March 6, 2014, and as amended.
- B. The Municipal Authority of The Township of South Fayette, a body corporate and politic, existing under the laws of the Commonwealth of Pennsylvania, pursuant to the Municipality Authorities Act of 1945, approved May 2, 1945.P.L.382, as amended, was duly organized by the Township of South Fayette, County of Allegheny, Pennsylvania on February 7, 1963.
- C. The Authority is authorized by law (53 PS sec 305.1) to carry out the statutory powers set forth including but not limited to the power to acquire, hold, construct, improve, maintain and operate sewerage systems and facilities.
- D. These Rules and Regulations shall govern each application for service and be a part of each contract with each person, Sewage Agency, any political subdivision, and such other parties; and every such person, Sewage Agency, political subdivision, and such other parties agree to be bound by these Rules and Regulations and the applicable Schedule of Rates.
- E. For the purposes of construing the Rules and Regulations, the use of the singular shall include the plural and the plural 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.

SECTION II **DEFINITIONS**

ABNORMAL INDUSTRIAL WASTE - The term "Abnormal Industrial Waste", as used herein, shall mean any industrial waste having substances in concentrations differing appreciably from those normally found in municipal sewage. (See Appendix B)

ALLEGHENY COUNTY HEALTH DEPARTMENT (ACHD) – A County agency whose plumbing division sets minimum standards and inspection procedures "Building Sewers" not owned by the Authority.

ALCOSAN - Allegheny County Sanitary Authority - Agency providing wastewater conveyance and treatment services to the Authority and who has established regulations regarding the same, particularly commercial and industrial customer's pretreatment monitoring standards.

APARTMENT BUILDING - The term "Apartment Building", as used herein, shall mean a building divided into three or more Dwelling Units, each without a separate entrance and having no fixtures for water usage outside the Dwelling Unit.

AUTHORITY - The term Authority, whenever the same appears herein, means "The Municipal Authority of the Township of South Fayette", a body corporate and politic, organized and existing under the laws of the Commonwealth of Pennsylvania.

AUTHORITIES ACT- The term "Authorities Act", as used herein, shall mean the Municipality Authorities Act of 1945, approved May 2, 1945, P.L. 382, as amended.

BIO-CHEMICAL OXYGEN DEMAND - The term "Bio-chemical Oxygen Demand" (sometimes referred to as "B.O.D."), as used herein, shall mean the quantity of oxygen utilized in the bio-chemical oxidation of organic matter under standard laboratory procedure in five 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 Wastewater published by the American Public Health Association.

BUILDING - The term "Building" shall mean any structure erected and intended for continuous or periodic habitation, occupancy or use by human beings or animals, and from which structure sanitary sewage and industrial wastes, or either thereof, is or may be discharged.

BUILDING SEWER - See SEWER - TYPES

CHARGES FOR SEWAGE SERVICE - MISCELLANEOUS BASES - The term "Miscellaneous Bases" means the miscellaneous bases the Township may use for determination of sewage service charges.

CHARGES FOR SEWAGE - INACTIVE - A minimum charge, as set forth in the Schedule of Rates, will be against all vacant Premises that are provided with a sewer line service connection, unless water service is shut off by the water service provider. The exception to this rule being apartment buildings, constructed before 1999, with a master building water meter and proof of individual unit vacancies. The minimum charges will also be made against all Premises that abut on sewerage facilities of the Township and are located within 250 feet thereof, whether or not such Premises are connected to the utility systems and whether vacant or occupied; all as applicable for the available services, said Premises being feasible to be connected to said facilities; all such charges against the properties to be made a lien thereon, to be liened and collected against the property in name of the owner, reputed owner, occupier, mortgagee, or anyone beneficially interested therein, as claims are liened and collected under the Municipal Claims Law of the Commonwealth of Pennsylvania. The principle of Multiple Billing shall apply also in cases of inactive service where multiple Premises are involved, as hereinafter outlined.

CHARGES FOR SEWAGE - MULTIPLE BILLING - The term "Multiple Billing" shall mean the basis for computing charges for sewage service in all cases where more than one Premises is served through one water meter or a water meter installation (a meter installation being defined as an installation that includes two or more meters placed at one or more locations for the purpose of serving one or more Premises in a building or related group of buildings, in a facility or related group of facilities, in an area or related group of areas, and in such other properties; more than one meter generally being provided to allow flexibility of operation, to furnish adequate capacity, to permit more accurate measurement of water, due to the physical layout of the property, and for such other reason). The basis for charges for sewage service in all cases where more than one Premises is served through one Premises or building sewer line; the procedure for such billing being outlined in the Rules and Regulations and summarized as follows, the general principles of Multiple billing to apply also when charges are subject to a unit charge basis.

Number of Premises - The potential number of Premises in any building or group of buildings, and the charges therefore, are subject to determination by the Authority prior to original approval of the Authority to furnish water and/or sewage services, and are subject to determination subsequent to any alterations, additions or changes in the building or group of buildings. The customer or customers shall notify the Authority promptly relative to any changes in the number of Premises, the number at any time always being subject to determination by the Authority. Apartment buildings, constructed before 1999, with a master building water meter and proof of individual unit vacancies may be charged on the basis of the number of individual apartment units occupied.

Different Types of Property Use - This regulation shall apply for where two or more Commercial/Industrial/Public Premises located in each detached building on the same property, the ownership of the property or business not being significant.

Billing of Tenant - Should the owner desire that the Authority conduct business directly with the tenant of each Premises, he must first provide physical means of billing and collecting the service charges therefore.

CHARGES FOR SEWAGE SERVICE - NORMAL - The "normal" charges for sewage service will be based on the published Schedule of Rates of the Authority and be subject to the various bases for billing as set forth herein and/or as set forth in the attached Appendix F.

CHLORINE REQUIREMENT - The term "Chlorine Requirement", as used herein, shall mean 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 Wastewater published by the American Public Health Association.

COMBINED SEWER - See **SEWER - TYPES**

COMMERCIAL SERVICE - See **SERVICE - TYPES**

CUSTOMER - The term "Customer", as used herein, means the owner or tenant, as later defined, contracting for obtaining sewage service for one or more Premises, and the word "Customers" means also contract for and using service.

DATE OF PRESENTATION - The date upon which a bill or notice is mailed by the authority, as evidenced by the United States Post Office mark.

DOMESTIC SERVICE - See **SERVICE - TYPES**

DWELLING UNIT - The term "Dwelling Unit", as used herein, shall mean a building or portion thereof with exclusive culinary facilities designed for residential non-transient occupancy by one person, family or household.

EQUIVALENT DWELLING UNIT (EDU) - EDU as used in non-residential applications shall be defined within the context of the most recent Authority Act 57 Analysis.

GARBAGE - The term "Garbage", as used herein, shall mean solid wastes from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

GARBAGE - PROPERLY SHREDDED - The term "Garbage - Properly Shredded", as used herein, shall mean the wastes 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 any dimension.

INDUSTRIAL SERVICE - See **SERVICE - TYPES**

INDUSTRIAL WASTES - The term "Industrial Wastes", as used herein, means any liquid, gaseous or water borne wastes from industrial processes or commercial establishments, as distinct from sanitary sewage.

INDUSTRIAL WASTES - ABNORMAL - The term "Abnormal Industrial Wastes" shall mean any industrial waste having substances in concentration differing appreciably from those normally found in municipal sewage.

INTERCEPTING SANITARY SEWER - See SEWER - TYPES

LATERAL SANITARY SEWER - See SEWER - TYPES

MAIN SANITARY SEWER - See SEWER - TYPES

MUNICIPALITY - The word "Municipality" shall mean the Township of South Fayette, Allegheny County.

MUNICIPAL OR PUBLIC SERVICE - See SERVICE - TYPES

NATURAL OUTLET - The term "Natural Outlet", as used herein, shall mean any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.

OWNER - The word "Owner", wherever the same appears herein, means the person, firm or corporation or association having an interest as owner, or a person, firm or corporation representing itself to be the owner, whether legal or equitable, sole or only partial, in any Premises which is or is about to be furnished sewage service by the Authority, and the word "Owners" means all so interested.

PARTS PER MILLION - The term "Parts Per Million" shall mean 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 water.

PAWC - Pennsylvania American Water Company - Company providing water service to the Township.

PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION - The term "Pennsylvania Department of Environmental Protection" shall be construed to mean Pennsylvania Department of Environmental Protection or its duly constituted successor.

pH - The term "pH", as used herein, shall mean 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.

PREMISES - The word "Premises", as used herein shall mean 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 building under one roof, owned or leased by one customer and occupied as one residence or one place of business, including additions thereto, or

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, or

The one side of a double house having a solid vertical partition wall, or

Each side or each part of a house or building occupied by one family even though the closet and/or other fixtures be used in common, or

Each apartment, commercial building or group of commercial 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, or

A public building devoted entirely to public use, such as a municipal building, school, fire engine house, or

A single lot or park or playground, or

Each house in a row of houses, or

Each residential dwelling unit in a house or building (a dwelling unit being defined as a building or portion thereof with exclusive culinary facilities designed for occupancy and used by one person or by one family household), or

Each individual and separate place of business and/or occupancy with separate water and/or sewer services located in one building or group of buildings commonly designated as shopping centers, supermarket areas, and by such other terms, or

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, or

Each trailer or mobile home shall constitute a Premises.

Each premises shall be served through a separate building sewer or sewer service line, except where physical conditions prevent the installation of separate service facilities as determined by the Authority, present connections excepted.

The term "Physical Conditions", as used elsewhere herein, shall apply only to such situations as related to the plumbing layout in the Premises. All building sewer service lines, as defined herein, shall be installed in accordance with all Authority requirements relative thereto, and shall be connected only to main lines abutting on the front of the property and owned by the Authority, except as otherwise provided, such building sewer service lines to extend from the street in a straight line, at right angles to the street, to the Premises where possible. All proposed installations must be approved by the Authority prior to installation.

The charges for sewage service in all existing cases where more than one premises is served through one premises or building sewer line shall be determined as set forth in detail in these Rules and Regulations and the Schedule of Rates.

PRESENTATION - DATE OF - See DATE OF PRESENTATION

PUBLIC SEWER - See SEWER - TYPES

PRIVATE SEWERAGE SYSTEM - The term "Private Sewerage System" means all or any portion of a sewerage system not owned by the Authority.

PROPERTY TRANSFER - Any sale and/or transfer of real property, except for transactions between spouses.

RATES, CHARGES, FEES, COSTS AND PENALTIES - This shall mean the entire body of effective rates, connection fees and other charges, as published by the Authority and as amended and supplemented from time to time. (See Appendix F).

RESIDENTIAL PREMISES - The term "Residential Premises" shall mean a Dwelling Unit.

SANITARY SEWAGE - The term "Sanitary Sewage" shall mean the normal water-carried household and toilet wastes from residences, business buildings, institutions, industries and commercial establishments exclusive of storm water runoff, surface water or ground water.

SANITARY SEWER - See SEWER - TYPES

SANITARY SEWERAGE SYSTEM - The term "Sanitary Sewerage System" shall mean all separate 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.

SERVICE CHARGE - The term "Service Charge" shall mean the basic assessment levied on all users of the public sewer system whose wastes do not exceed in strength the concentration values established as representative of normal sewage.

SERVICE LINES - SEWER - See **SEWER - TYPES - BUILDING SEWER**

SERVICE - TYPES

Commercial Service - Provision of sewerage service for Premises where the customer is engaged in trade and/or commerce.

Domestic or Residential Service - Provision of sewage service for residential Premises.

Industrial Service - Provision of sewage service for Premises where the customer is engaged in manufacturing or process industries.

Municipal or Public Service - Provision of sewage service to a municipal subdivision of the Commonwealth of Pennsylvania or Agency thereof, or to other similar public bodies.

Temporary Service - A service for bazaars, fairs, construction work, trailer or trailer camps and similar uses that, because of their nature, will not require permanent or steady service.

SEWAGE - The word "Sewage", as used herein, shall mean a combination of the water-carried wastes from residences, business buildings, institutions and industrial establishments, together with such ground, surface or stream water as may be present.

SEWAGE AGENCY - MUNICIPAL - The term "Municipal Sewage Agency", if used herein, shall mean a municipal subdivision or an authorized representative thereof, and/or an owner, having the power to negotiate and enter into an agreement with the Authority relative to the furnishing of sewage service by the Authority to Premises constructed or to be constructed in the municipal subdivision involved.

SEWAGE AGENCY - The term "Sewage Agency", if used herein, shall mean The Municipal Authority of the Township of South Fayette, the Township designating the Authority as the **SEWAGE AGENCY**, with the power to regulate and control the financing, design, construction and operation of sanitary sewerage systems, and to establish all schedules of fees, rates and charges.

SEWER - SANITARY - The term "Sanitary Sewage" shall mean the normal water-carried household and toilet wastes from residences, business buildings, institutions, industries and commercial establishments, exclusive of storm water runoff, surface water or ground water.

SEWAGE SERVICE CONNECTION - The term "Sewage Service Connection" shall mean the connection of the sewer carrying sewage to the sanitary sewerage system.

SEWAGE TREATMENT PLANT - The term "Sewage Treatment Plant" shall mean any arrangement of devices and structures used for treating sewage.

SEWAGE WORKS - The term "Sewage Works" shall mean all facilities for the collection, conveyance, pumping, treatment and disposal of sewage.

SEWER LINE EXTENSIONS - The term "Sewer Line Extensions" shall mean extensions of sewer lines beyond existing facilities excluding building sewer service connections.

SEWER - TYPES - The word "Sewer", as used herein, shall mean a pipe or conduit for carrying sewage, and the following different classifications of sewers are defined:

Building Sewer - The term "Building Sewer" shall mean the piping under the building foundation to the fresh air vent.

Combined Sewer - The term "Combined Sewer", as used herein, shall mean a sewer receiving both surface or storm water runoff and sanitary sewage.

Intercepting Sanitary Sewer - The term "Intercepting Sanitary Sewer", as used herein, shall mean a sewer into which the sewage from all main and other sewers is discharged.

Lateral Sanitary Sewer - The term "Lateral Sanitary Sewer", as used herein, the Lateral shall connect the building sewer to the public sewer.

Main Sanitary Sewer - The term "Main Sanitary Sewer", or "Trunk Sewer", as used herein, shall mean a sewer that is a main stem or artery of the sewerage systems.

Public Sewer - The term "Public Sewer", as used herein, shall generally mean a sewer up to the property line owned and maintained by the Authority, if a public sewer easement exists to the relevant property.

Sanitary Sewer - The term "Sanitary Sewer", as used herein, shall mean a sewer which carries sewage, and to which storm, surface and ground waters are not intentionally admitted.

Storm Sewer - The term "Storm Sewer" or "Storm Drain", as used herein, shall mean a sewer which carries storm and surface waters and drainage, but excludes sewage and polluted industrial wastes, where water made intentionally dirty by use is not admitted.

Sub-Main Sanitary Sewer - The term "Sub-Main Sanitary Sewer" or "Branch Sewer", as used herein, shall mean a sewer into which the sewage from two or more laterals is discharged.

SHALL - MAY - The term "shall" means mandatory, and the term "may" means permissible.

SLUG - The term "slug" shall mean 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 fifteen minutes more than three times its average hourly concentration of flow.

STORM SEWER - See SEWER - TYPES

STORM WATER RUNOFF - The term "Storm Water Runoff" shall mean that portion of the rainfall that is drained into the sewers.

SUB-MAIN SANITARY SEWER - See SEWER - TYPES

SURCHARGE - The word "Surcharge" shall mean the assessment in addition to the service charge which is levied on those persons whose wastes are greater in strength than the concentration values established as representative of normal sewage.

SUSPENDED SOLIDS - The term "Suspended Solids", as used herein, shall mean 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 Wastewater, published by the American Public Health Association.

TEMPORARY SERVICE - See SERVICE - TYPES

TENANT - The word "Tenant", as used herein, means anyone occupying Premises under lease from a lessor and/or occupant of Premises with permission of the owner, in any Premises which is about to be or is being furnished sewage service by the Authority.

TOWNSHIP - The word "Township", wherever the same appears herein, means "The Township of South Fayette, County of Allegheny, of the Commonwealth of Pennsylvania", a political subdivision of the Commonwealth of Pennsylvania.

WATERCOURSE - the word "Watercourse", as used herein, shall mean a channel in which a flow of water occurs, either continuously or intermittently.

WASTES - INDUSTRIAL - See INDUSTRIAL WASTES

WASTE OR WATER - UNPOLLUTED - The term "Unpolluted Water or Waste" shall mean any water or waste containing none of the following: free or emulsified grease or oil; acid or alkali; phenols or other substance imparting taste and odor to receiving waters; toxic or poisonous substances in suspension, colloidal state or solution; obnoxious or odorous gases; and comply with all ALCOSAN standards for classifying wastes. Analyses for any of the above-mentioned substances shall be made in accordance with the latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association or methods recommended by ALCOSAN.

SECTION III
BUSINESS OF THE AUTHORITY

- A. GENERAL - The Authority will furnish sewage service only in accordance with the currently prevailing, and as hereinafter revised, Rates, Rules and Regulations of the Authority, which Rates, Rules and Regulations are made a part of every application, contract, agreement or license entered into between the property owner or customer or sewage agency and the Authority. No application for service, contract, agreement or license shall be inconsistent or conflict with the Rules and Regulations.
1. The Authority hereby reserves the right, so often as it may deem necessary, to alter, amend, and/or repeal the Rates and/or these Rules and Regulations, or any part, and in whole or in part, to substitute new Rates, Rules and Regulations which altered and/or amended new Rates, Rules and Regulations shall forthwith, without notice, become and thereafter be a part of every such application, contract, agreement, or license for sewage service in effect at the time of such alteration, amendment and/or adoption.
 2. The furnishing of sewage service outside the limits of the Township of South Fayette will be limited to Premises included under agreements entered into only with Sewage Agencies and/or Municipalities.
 3. All agreements shall be subject to approval of the municipal subdivision represented thereby, the agency, in some cases, being the municipal subdivision or an Authority created thereby.
 4. The furnishing of sewage services to Premises, even though located on properties included under agreements with Sewage agencies and/or others, may be refused if sewage flows there from are found or estimated to be excessive, and/or the character of the sanitary wastes being or to be discharged is determined to be unsatisfactory.
 5. Maintenance and repair of the sewer service laterals or building sewers, as well as the cost thereof, will be the responsibility of the user and/or property owner. No work shall be done on any sewer service lines or building sewer without prior approval by the Authority, ACHD, and all work shall be subject to inspection. No work shall be done in any right-of-way of any street, roadway or any street or alley, or private right-of-way without first obtaining a permit from the Township or controlling municipal subdivision and/or Governmental body, and the Authority exercises the right to do all work with respect to connections to the main sewers and bill the user and/or property owner for such work, the work to be done in accordance with requirements later set forth herein. Twenty-four hours 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.

B. TYPES OF SERVICE - The Authority may classify sewage service according to types of use, including but not limited to the types defined as follows:

1. Commercial Industrial Service - The term "Commercial Industrial Service" shall mean sewage service for premises where the customer is engaged in trade or commerce or in manufacturing or processing industries.
2. Domestic Or Residential Service - The term "Domestic or Residential Service" shall mean sewage service for residential premises.
3. CHARGES FOR SERVICES - Rates, charges, fees/costs and payments will be imposed by the Authority for all reasonable services contemplated by these rules and regulations, and additionally, interest, costs, expenses and attorneys fees from time to time as necessary if delinquencies occur.

SECTION IV
APPLICATIONS FOR INDIVIDUAL CONNECTIONS

- A. GENERAL REQUIREMENTS - The furnishing of sewage services to Premises in the Township of South Fayette will be in accordance with the following requirements set forth herein, and the requirements as just set forth.
- B. CONNECTION CHARGES - All new connections to the systems shall be subject to such connection charges fees as are currently in effect for the separate districts and, where the building line is already installed, the Premises shall be subject to such connection fees as are currently in effect for the separate districts; unless said connections are made pursuant to a contract between the Authority and sewage agency providing otherwise, in which case, the fees set forth therein shall be charged. See Appendix D for the development of Tap and Connection Fees, in compliance with the most recent Act 57 analysis. Appendix F is an abbreviated version of all fees.

All connection fees as related to sewerage systems are required to be paid in advance; but, if for any reason they are not, will be made a lien against the property to be liened and collected against the property in the name of the owner, reputed owner, occupier, mortgagee, or anyone beneficially interested therein as claims are liened and collected under the Municipal Claims Law of the Commonwealth of Pennsylvania. The Authority shall have the right to discontinue water service for nonpayment of sewage connection charges or tapping fees.

- C. SEWER CONNECTIONS AND SEWAGE SERVICE - MUNICIPAL SUBDIVISION - A municipal subdivision desiring to enter a contract providing for sewage service to all properties located in the municipal subdivision of a certain drainage area, excluding such properties as previously set forth, shall submit for review any applications to the Authority for the purpose of requesting the installation of a sewer service line connection to each premise or group of premises where an individual sewer service line connection is permitted in accordance with these Rules and Regulations, said applications to be subject to such service connection fees and charges currently in effect, which application, together with the Rates and Rules and Regulations of the Authority, shall regulate and control the service to such premises. The installation of building sewers shall be in accordance with the requirements hereinafter set forth.
- D. POST AGREEMENT - The furnishing of sewage service, subsequent to the execution of an agreement, shall then be subject to the submission of applications for sewer connection and/or service by a Sewage Agency for each Premises or group of Premises, and the approval thereof. Such applications are to be accompanied by such data as later herein set forth, and as required to allow the analysis of such service by the Authority for each individual Premises.

- E. CONNECTIONS/SEWER EXTENSIONS OUTSIDE TOWNSHIP - The Authority, in cases involving sewage service outside the Township of South Fayette, will negotiate with each municipal subdivision in order to effect a comprehensive agreement whereby all premises, excepting those set forth herein, or such areas as are agreed upon, that are located in the respective municipality or the respective drainage area will be furnished sewage service. Such agreement may permit sewage service for the entire respective drainage areas, excepting Premises set forth herein, subject to compliance with the Rules and Regulations of The Authority. All connections located outside of the Township of South Fayette must receive approval from ALCOSAN, the City of Pittsburgh, and the Municipality in which the premise is located.
- F. APPLICATION FOR SEWAGE SERVICE - INDIVIDUAL PREMISES - A written application prepared on a form furnished by the Authority must be submitted to the Authority for the purpose of requesting sewage service to each premises, or group of Premises where an individual sewer connection is permitted, in accordance with these Rules and Regulations. Said application to be subject to such service connection fees and charges currently in effect for each of the respective service areas, which application, together with the Rules and Regulations for the Authority, shall regulate and control the service to such Premises. Said application to be signed by the owner of the premises or his duly authorized agent who may be a tenant, subject to the Authority exercising the right to require that the property owner act as guarantor for all bills rendered. If the tenant neglects to make such payments within the time specified, said application shall be subject to the requirements relative to deposits and fees as hereinafter set forth, which application, together with the Rules and Regulations of the Authority, shall regulate and control the service for the Premises, and said application is to be submitted at least one week, or such shorter time as the Authority may approve, before service is required.
1. A written application on the forms furnished by the Authority, unless otherwise indicated, must be submitted for the purpose of requesting approval of a sewer line extension, sanitary sewerage system, including pumping stations and treatment facilities, and/or other work, and the obtaining or furnishing sewage service therefrom.
 2. This application is to be signed by the owner or owners, and shall be subject to the terms and conditions set forth and included herein and the Authority requirements, and to the execution of an agreement; and the application, together with the Rules and Regulations of the Authority shall regulate and control all facilities and sewage service.
 3. All applications for sewage service must be accompanied by all plans, documents, reports and other required materials as set forth herein.
 4. The submission of the application must be in strict accordance with the Rules and Regulations of the Authority.

5. In addition to Authority application, each building connecting to system must have Allegheny County Health Department permit in accordance with Allegheny County Health Department Plumbing Code.
 6. All piping, plumbing, building sewer and related work on the premises shall be in accordance with these Rules and Regulations, ordinances of the Township, and in accordance with Allegheny County plumbing code.
- G. APPROVAL OF APPLICATIONS - Applications are considered written requests for building sewer connections and sewage service. All applications are subject to approval of the Authority Board, or its authorized agent, and are subject to payment of all required fees and compliance with all Rules and Regulations, prior to commencement of the work or service requested therein.
- H. APPLICATION A CONTRACT - The application for sewage service shall be a contract on both the customer and the Authority, upon approval by the Authority; and in all instances where the customer is a tenant, the owner of the Premises occupied by the tenant by statue shall be party to the Contract. Rates for service shall accrue from the date the service is available to the Premises with respect to the work and responsibilities of the Authority, except on new buildings where service shall begin upon activation of water service for the premises.
- I. 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.
- J. TERM OF CONTRACT - All contracts covering sewage service shall continue in force at a minimum from month to month or billing period to billing period. If water service is discontinued by curb shut off by the water provider, and pursuant to proper notice, the contract remains in effect unless and until properly terminated. When written notice, as mentioned before, is given by the customer of a desire to terminate the contract, the water shall be turned off at the curb as soon as reasonably possible. After termination of contract, prior obligations still owing remain in effect. No further charge will be made for sewage service upon such notice, providing (a) the building is torn down and the facilities cease to be used or (b) the Premises sold and the new owner enters into a contract with the Authority for services; the Premises always being subject to vacancy and such other charges, as later described herein.
- K. SPECIAL CONTRACTS - The Authority may require, prior to approval of service, special contracts other than applications in lieu of or in addition to applications for service, under the following conditions:
1. If required by provisions in the Schedule of Rates, the duration of the contract to be as specified in the schedule.

2. If the construction of an extension and/or other facilities is necessary.
 3. For providing temporary service, including sewage service for building or other special purposes.
 4. For service from or to other qualified utilities or municipal subdivisions.
 5. For extensions from the sewerage system, whether or not such facilities are to be conveyed to the Authority.
 6. If deemed necessary by the Authority.
- L. GOVERNMENT REGULATIONS A PART OF CONTRACT - All contracts for sewage service shall be subject to the following provisions:
1. The Contracts shall, at all times, be subject to such changes or other modifications as may be directed by action of the Legislature of the Commonwealth of Pennsylvania or other regulatory body, if applicable.
- M. INDIVIDUAL LIABILITY FOR JOINT SERVICE - Two or more parties who join to make application for service shall be jointly and severally liable and shall be sent periodic bills. The Authority reserves the right, in such individual cases, when deemed necessary, to make one or more said parties the guarantor for payment of said bill and to send a single bill.
- N. CHANGE IN OWNERSHIP OR TENANCY - South Fayette Municipal Authority adopts by reference the occupancy permit process of the Township. PAWC or its successor must also be notified by the new owner or tenant to establish a new account; (refer to Section XIV for detail regarding inspection requirements and defect corrections for property transfers).
- O. CHANGE IN SERVICE - 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 his application.
- P. RESPONSIBILITY - The Authority will not be liable in any case for any accidents, breaks or leakage that in any way are due to the connection to the premises. The Authority, therefore, in connection with sewage service, may terminate such service if the plumbing and sanitary drainage system is not in accordance with these Rules and Regulations and require the repair of the system before resuming service.
- Q. 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 provided in the Schedule of Rates or Rules of the Authority due from the applicant.

SECTION V
APPROVAL OF SANITARY SEWER SYSTEMS

- A. GENERAL - No sewers shall be extended from the sewers of the Authority and/or Township, and no sanitary sewerage systems and/or treatment facilities shall be constructed or such other work done without prior written approval of the Authority, permits from the Department of Environmental Protection of the Commonwealth of Pennsylvania, and permits, licenses and/or approvals as required from all Federal, State, County and local agencies.

The work shall be done in accordance with these Rules and Regulations, and other applicable requirements. Any work in areas outside the Township involving facilities served by the Authority and/or facilities extended into adjoining municipal subdivisions shall be in accordance with the aforesaid requirements and any higher standards as may be established by the municipal subdivision in which the work is located.

The applicant must enter into an agreement with the Authority providing for all conditions upon which approval will be granted, including conveyance to the Authority of all sewerage facilities.

The applicant must prepare, at his cost, all contract plans and specifications, right-of-way plans and contract documents, and prepare, at his cost, other material which may be required to obtain permits, licenses and/or other approvals and to prepare the applications relative thereto and shall pay all related fees.

The plans and reports shall be stamped with the seal of a Registered Professional Engineer in the State of Pennsylvania

No application for such permits shall be submitted until preliminary approval of the project is obtained from the Authority.

- B. DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) - The requirements of the State under the Clean Stream Act, administered by the DEP for the EPA in accordance with Act Number 394 of the General Assembly of Pennsylvania, approved June 22, 1997, as amended shall apply to all sewers and appurtenances and the ownership, operation and maintenance requirements.
- C. SOILS & WATERWAYS - The installation of any facility in, along, across or projecting into all streams and bodies of water of the Commonwealth must be approved by GP-5 permit to be obtained from the Allegheny County Conservation District and/or DEP Department of Soils & Waterways prior to actual construction. In addition, the Allegheny County Conservation District must approve an Erosion and Sedimentation control plan prior to construction.

- D. PENNSYLVANIA DEPARTMENT OF TRANSPORTATION - For the installation of facilities or work within the right of way of any state owned public roadway, the Pennsylvania Department of Transportation requires that a Highway Occupancy Permit be obtained from that Department.
- E. RAILROADS – For the installation of facilities or work within the right of way of a railroad, an agreement with the respective owner of said railroad must be fully executed, all special insurance provisions met and all related costs and fees must be paid in advance of any construction approval from MATSF.
- F. STATE DEPARTMENT OF LABOR AND INDUSTRY - Pennsylvania requires that all sewer construction conform to the Regulation of Excavation and Construction of the Department of Labor and Industry. These regulations govern, essentially, safety requirements of construction or excavation particularly as to bracing, shoring and sheeting of trench excavation.
- G. TOWNSHIP, AUTHORITY AND OTHERS - All procedures and work must be in accordance with all applicable ordinances and regulations of the Township, all Rules and Regulations of the Authority and others where required and not specifically listed herein.

The work and plans relative to sewerage must be correlated with all Township subdivision and other ordinances and regulations including the obtaining of highway occupancy permits in the name of the Authority.

- H. VIOLATORS - No 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 the building sewers 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.
 - 1. 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.
 - 2. 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.

- I. Any person who shall continue any violation beyond the time limit provided for in the above shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount consistent with Township Ordinances. Each day in which any such violation shall continue shall be deemed a separate offense.

- J. Any person violating any of the provisions of these Rules and Regulations shall become liable to the Authority for any and all expenses, costs, fees, loss and/or damage occasioned the Authority by reason of such violation.

SECTION VI
PROCEDURE FOR SUBMITTAL OF REPORTS AND PLANS

- A. GENERAL - The applicant shall submit preliminary plans and reports to the Authority for general review and recommendations and then prepare and submit applications, final plans and reports for approval.

The general design of all proposed sewerage facilities shall be in complete compliance with the requirements of the Pennsylvania Department of Environmental Protection and all applicable Rules and Regulations of the Authority and the Township.

- B. PRELIMINARY PLANS - The applicant shall submit preliminary plans and reports, in duplicate, in accordance with the following:

1. A formal letter of request for review and recommendations. The Authority will establish a planning deposit that shall be made by the applicant to the Authority for the initial project review.
2. A professional engineer licensed in the State of Pennsylvania shall provide a report setting forth a full description of the proposed system and the basis of design.

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 the sewage and the proportion and nature of any industrial wastes; and such other data and information as the Authority may require.

Where industrial wastes will be treated, all applications for service, regardless of location of the premises, must be accompanied by a detailed report setting forth the quantities and character of the wastes, the proposed rates of discharge and such other facts required by the Authority and/or ALCOSAN

The report must 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 and intercepting sewers; and, if pumping stations are to be constructed, the type, head and capacities of pumping equipment, the type and size of motors, type and size of back-up power supply, 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.

3. Preliminary plans showing the following:
 - a. SEWERS - Layout of all sewers and manholes, showing sizes, distances between manholes and type of sewers. Design features should be submitted at least in sketch form for special conditions, inverted siphons and such other features. No sewer depth (measured to invert) shall be greater than 15 feet without specific Authority approval.
 - b. PUMP STATIONS - Plans showing property lines, general plant layout, dimensions, types and sizes of all equipment, hydraulic profile and other pertinent features.
 4. Outline specifications for pumping stations and sewage treatment plants and description of proposed materials, and equipment.
- C. FINAL PLANS AND REPORTS. - The applicant shall submit three copies of final plans and reports and other required items, all in accordance with the following:
1. A formal letter of request for final approval, satisfactory to the Authority's solicitor, preparation of an agreement satisfactory to the Authority solicitor, and such other documents as may be required.
 2. An engineer's report setting forth the information and data required in the preliminary report. If no revisions or additional data is required, the preliminary report may be suitable as the final report.
- The applicant shall prepare all application forms, modules, reports and such other data as required by the Pennsylvania Department of Environmental Protection or other agencies with jurisdiction.
3. Final plans prepared by a qualified Registered Professional Engineer in the State of Pennsylvania showing the following:
 - a. SEWERS - These plans must show the boundary line of the municipality or sewer district to be provided sewers; all existing and proposed streets, watercourses, and other salient topographic features; contour lines for intervals of not more than 5 feet; and the surface elevations at street intersections and at points where changes of slope occur. The plans must show clearly the locations of all existing sanitary sewers, and easements to be dedicated but need not show the locations of drains used exclusively for surface or subsoil water.

If sewers are proposed for only a part of the natural or artificial drainage areas, there must be indicated upon the plans how it is proposed, in general, to provide sewerage for each of the drainage areas in which it is not at the time planned to provide sewers. In the case of sewer extensions, the plans need show only the section wherein sewers are to be extended.

In all cases, the plans must clearly show the size of the sewer, the character of the sewer material, the slope, the elevation at the location of all points of change of slope, the direction of flow, the location of all manholes, inverted siphons, pumping stations, the elevations of all stream beds, the direction of stream flow, the high and low water elevations of all water surfaces and such other data and showing all profiles.

The detailed plans shall include plans of all sewers, regular and special sewer appurtenances, structures of all types and such other features.

- b. PUMPING STATIONS - These plans shall be completed, detailed plans of all phases, including architectural, general, structural, mechanical, plumbing, heating and ventilating, electrical and other work, prepared in accordance with sound engineering practice. These plans shall show property lines of all sites, existing and proposed connections, existing and proposed utilities, roadways, drainage facilities and all physical features.

The plans shall provide for complete fencing of all pumping stations and other such facilities. An approved building must be provided to house key electrical components and control panels including back-up generator.

4. Complete detailed specifications for all work and other contract documents. All pump stations must be reviewed and approved by the Authority Board and Authority Engineer.

- D. PLAN PREPARATION - All final plans must be uniform in size and in accordance with requirements set forth in the Domestic Wastewater Facility Manual as set forth by the Pennsylvania Department of Environmental Protection.

The plans shall generally be prepared on sheets 24 by 36 inches in size, with a one-inch border on the left side and a one-half-inch border on all other sides. A three-by five-inch title block shall be located in the lower right hand corner.

The general plan shall be on a scale not smaller than 300 feet to one inch, preferably, and not more than 100 feet to one inch. All other plans shall be drawn to a scale to permit all necessary information to be shown plainly. Sewer profiles shall be on a horizontal scale of not more than 50 feet to the inch and a vertical scale of not more than 10 feet to the inch, and plan views of sewers shall be drawn to the same scale as the profile view.

- E. **RECORD DRAWINGS OF AS-BUILT CONDITIONS** - Subsequent to completion of the work, the applicant shall submit one (1) set of blue prints to the Authority. For subdivision of 5 lots or more requiring new sewers or extensions of the existing system, a disk containing the drawing files compatible to the current operating software of the Authority shall be submitted to the Authority for record. Said software to be specified in the developer's agreement. If digital records cannot be provided, the owner shall be required to bear the cost for the digitizing of records on a per sheet basis to be defined in the developer's agreement. No refund of the developers deposit will be made until specified as-built plans are submitted.

SECTION VII **AGREEMENT**

- A. AGREEMENT - Any applicant for sewer extensions to be conveyed to Authority shall at the discretion of the Authority enter into an agreement with the Authority, prior to final approval for and the commencement of any work; the agreement may contain but shall not be limited to such pertinent conditions as the following:
1. The cost of all work to be borne by the Owner, except as otherwise indicated.
 2. The materials and workmanship to be in accordance with the requirements of the Authority.
 3. The highways, streets, alleys and lanes in which sewer extensions are to be located must be dedicated to public use, the lines and grades thereof established, and the rough grading completed.
 4. The ownership title to all installations shall be conveyed to and vested in the Authority, including land and easements, sewer systems, all related facilities, pumping stations, treatment plants and treatment facilities of any type, and all other related facilities.
 5. The Authority shall have the right to make further extensions beyond or laterally from all sewers, such extensions not to be considered as connections subject to any refund, and the right to enlarge or improve sewage treatment facilities.
 6. The payment of refunds, at the option of the Authority and to the extent of the law, with respect to the sewer to the owner for additional new customers abutting on and connected directly to the lines installed to be subject to such conditions of the execution and delivery of a formal reimbursement agreement. No refunds are to be made unless from monies received from other consumers for the privilege of obtaining service from the extension.
 7. The guarantee for operation of pumping stations by the applicant until the satisfactory operation of the facilities is assured and either at least 50 percent of the design capacity is connected, or revenues are sufficient to cover operating and administrative costs, whichever of the latter two requirements is the more stringent, the Authority to exercise the option to reimburse the applicant net rentals during the period of his operation of the facilities.

8. The applicant shall provide permanent 15-foot wide easements, or wider as necessary, in all plans of lots for all public sanitary sewers, and for future extensions as required by the Authority. For sewers to be constructed outside limits of a subdivision plan, the applicant shall obtain all required permanent easements at least 15 feet in width. All easements shall be obtained and provided at the cost of the applicant and conveyed to the Authority prior to requesting final approval of the work.
 9. To provide all insurance, bonds (or letters of credit) and other such items as required by the Township with respect to municipal improvements, including sewerage and the requirements of the Authority.
 10. Such other related requirements, and see Appendix C-2 for standard Developer Agreement(s).
- B. COSTS - The cost of all Sanitary Sewage Systems and related costs shall be borne by the applicant requesting approval thereof, and shall include but not be limited to the following:
1. The cost of all sewer lines of the size required for the project, none to be less than eight inches in size, of all manholes and other sewer appurtenances, and of all pump stations and other work.
 2. The cost of connections to existing sewers.
 3. The cost of all treatment facilities, if required and approved, of all grading, landscaping, fencing and other work.
 4. The cost of all land and rights of way, the rights of way and land to be conveyed to the Authority.
 5. The cost of obtaining all permits, licenses and such other approvals.
 6. The deposit of a minimum of 10%, subject to the size and type of facilities, of the total construction costs to defray all legal, engineering (inspection) and overhead costs of the Authority. All such costs in excess of said payment also must be paid by the applicant. The aforementioned escrow fund deposit is tracked by MATSF and used to defray Authority costs for review of the plans and specifications, field work, if any, legal work, including the preparation of agreements with the Authority, administrative and such other costs in connection with the project if it is designed and constructed by the applicant.

7. The cost of a resident engineer or inspectors furnished by the Authority to observe and/or inspect construction of the project or projects. Such costs shall be the per diem rate currently in effect, plus mileage costs and expenses. If the initial escrow fund deposit referred to above becomes exhausted, additional deposits shall be made in advance for two months estimated costs, and continued each two months until completion of inspection work. Such cost shall be adjusted as required at the conclusion of the project.
8. The payment of all tapping, customer facility, connection and other fees.

SECTION VIII
PROJECT SPECIFICATIONS

- A. GENERAL - The design, installation and construction of all sewers, pumping stations, sewage treatment plants and other related facilities shall be in strict accordance with the Standards of Construction and Specifications as established by the Authority, with all applicable requirements of the Township and as approved by the Consulting Engineer for the Authority.
- B. INSPECTION OF CONSTRUCTION - All construction of sewerage facilities in the Township shall be subject to inspection by representatives of the Authority during the progress of the work to assure that such construction is accomplished in accordance with the approved plans and specifications. The costs of such inspection shall be paid by the applicant.
1. At least five days prior to starting construction, the applicant shall notify the Authority of the anticipated starting date of his proposed construction and the schedule of operation through completion of the project. At the time of this notification, a meeting shall be arranged between the applicant, the construction foreman and representatives of the Authority to completely review all aspects of the construction project, prior to commencing with construction. No construction will be permitted without such a meeting.
 2. Upon completion of the construction work, a detailed final inspection shall be made by the Authority (or their designated representative) to determine that the completed facilities have been constructed in accordance with the approved plans and specifications. Approval will not be given by the Authority until all discrepancies and deficiencies revealed by this final inspection have been satisfactorily corrected. Inspection fees as outlined herein and in the Rules and Regulations of the Authority and the Township shall be paid by the applicant, as previously indicated.
 3. Phasing of large projects is permitted, but all such proposed phasing must be pre-approved by the Authority and sanitary sewer construction is expected to be completed for a particular phase in its entirety. Piecemeal construction of sanitary sewers is not permitted. Once construction commences on sanitary sewer installation for a given phase, it is presumed that the work will continue on a regular basis (unless impeded by inclement weather or unanticipated site conditions. Should it become necessary to modify phases, revised drawings must be submitted indicating the requested revised phasing for re-approval by the Authority.

SECTION IX
BONDS AND INSURANCE

A. GENERAL - The applicant shall be responsible for furnishing, at his cost, all bonds and insurance required under the Rules and Regulations and Standards of the Authority and the Township, including but not limited to Performance and Maintenance Bonds Insurance, and other such related items.

1. PERFORMANCE AND LABOR AND MATERIAL SECURITY - The applicant with whom an agreement is executed shall furnish to the Authority acceptable surety bonds, letters of credit or other similar type of financial security authorized by Section 4B (s.1) of the Authorities Act in an amount equal to 110% of the estimated cost of the facilities to be installed by the applicant, all of which financial security shall be in form and substance satisfactory to the Authority and 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.

2. MAINTENANCE GUARANTEE AND SECURITY - The applicant shall maintain all facilities and all work performed in good condition and repair for a period of 18 months from the date of the Authority's acceptance thereof and, as security for such maintenance, shall furnish to the Authority a surety bond, letter of credit or any other type of financial security authorized by the Pennsylvania Municipal Authorities Act and/or the Pennsylvania Municipal Planning Code in an amount equal to 15% of the actual cost of the facilities installed by the applicant and in form and substance satisfactory to the Authority.

B. INSURANCE - The applicant shall, following the execution of the agreement, submit to the Authority acceptable certificates of insurance in accordance with the following requirements and subject to the approval and acceptance by the Authority.

1. Workmen's Compensation Insurance - The applicant shall take out and maintain during the life of the agreement workmen's compensation insurance for all of his employees employed on the project, and in case any work is sublet, the applicant 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 applicant.

Public Liability and Property Damage Insurance - The applicant shall take out and maintain during the life of the agreement such public liability and property damage insurance as shall protect him and any subcontractor performing work covered by the 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:

2. Public liability insurance in an amount of not less than \$1,000,000 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.
3. Insurance Covering Special Hazards - Hazards 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 applicant or by separate policies of insurance.

SECTION X
AUTHORITY CONTRIBUTION

A. PURPOSE AND POLICY

This Section governs the contribution of the Authority, if any, to the cost of main sewer line extensions undertaken by land developers where the Authority, in furtherance of its Master Sewer Plan for Sewage Collection and Treatment/Act 537 Plan, requires the size of such lines to exceed the size of lines actually necessary for service to the developer's project.

B. The Authority contribution will be determined on a case by case basis with respect to the service area specified in a Master Plan or otherwise required by the Authority.

C. Nothing herein shall discredit or supercede the intent of the Pennsylvania Municipal Authorities Act pursuant to Authority contributions.

D. In all cases, the determination of the type and degree of the Authority's contribution by the Authority shall be final and conclusive, absent manifest error. Any such consideration shall be specifically stated in the Sewage Service Agreement for the proposed project.

SECTION XI
CONSTRUCTION OF BUILDING SEWERS AND CONNECTIONS

- A. GENERAL - All construction of building sewers and connection shall be subject to submission of an application to the Authority, approval of the application, and compliance with all requirements previously set forth, all requirements as follows and with any supplemental detailed regulations relative to design and installation of building sewers.
- B. PERMISSION - 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 permission from an authorized official. 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 sewer are constructed to exclude all storm water, downspout, subsoil drains and such other illegal connections, and all industrial wastes prohibited herein are excluded.
- C. REGULATIONS - All systems, other than those owned by the Authority, shall be subject to the regulations set forth herein or to regulations establishing higher standards.
1. All costs and expenses incidental to the installation and connection of the building sewer 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 incident to maintenance, repair, replacement and other work in connection with building sewers shall be borne by the owner.
 2. All work relating to the installation of building sewer connections and/or lateral sewers shall be performed by the Authority or the customer as the Authority shall determine, but in either case, at the cost of the customer.
 3. All work in public streets, roads, alleys, rights-of-way, and other property shall be approved by the governing agency controlling such areas and the Authority, exercises the right to do all work with respect to connection to the main sewer and bill the user and/or property owner for such work.
 4. The use of old building sewers in connection with new buildings will be permitted only when they are found, upon examination and test by the Authority or other authorized persons or agencies, to meet all requirements set forth herein. Said tests/inspections shall be of the type and methodology as determined by the Authority. When existing septic tanks or other private sewage disposal systems are being abandoned the Authority will require the owner to demonstrate all interior plumbing is watertight and free of extraneous water from foundation drains or any other nonconforming use.

5. The main drainage system of every house or building shall be separately and independently connected to the public sewer, except where one building exists or is erected in the rear of another, or on an interior lot, or of single ownership, and no private sewer is available or can be constructed to the rear building through an adjoining alley, court yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer, subject to discretion and approval by the Authority and ACHD, and a mutually acceptable agreement between the property owners and MATSF as applicable
- D. **PLUMBING - DRAINAGE SYSTEM** - The plumbing system serving the premises shall be designed and constructed in accordance with the applicable ACHD Plumbing Code and in compliance with these Rules and Regulations.
 - E. **SEWERS BELOW FLOORS** - All sewers below building floors shall extend a minimum of 5 feet outside building shall be Ductile Iron Pipe (DIP) or Schedule 40 Polyvinyl Chloride (PVC) or ABS. A running trap with vent shall be installed at the end of the building drain in conformance to the Detail included for the Requirements for Sewer Service Connections in Appendix A-II. A cleanout shall be included on the downstream side of all traps greater than 4 feet deep.
 - F. **FRESH AIR VENT** - A fresh air vent must be connected with the drain just inside the intercepting trap. Where underground, it must be Schedule 40 PVC or ABS. Said inlet must head into the outer air and finish with an approved open grill, at a point just outside the front wall of the building. Vents, when possible, should not be located in driveways or other impervious surfaces. In any case, vents must be positioned/elevated to prevent surface water entry to the system. The fresh air vent must be the same size as the drain up to 4 inches; for drains 5 inches and 6 inches in size, it must be not less than 4 inches; for drains 7 inches and 8 inches in size, it must be not less than 6 inches in size; and for larger drains, not less than 8 inches in size or its equivalent.
 - G. **ADAPTERS** - Adapters from house drains to building sewer or sewer service connection shall be approved adaptors by Fernco Inc. or approved equal and be non shear type coupler Shield).
 - H. **INSPECTION TEE** - An Inspection Tee (sight tee), extended to the ground surface, will be required for each new connection as close to the property line or edge of sewer right-of-way as possible. It must be 6" x 6" x 6" with a 6" riser pipe (See SD-025).
 - I. **BUILDING SEWER CONNECTIONS:**
 1. **Materials** - Building sewers shall be constructed of the same material as used in the public sewer system, including ABS Schedule 40, PVC Schedule 40 or SDR 35.

J. DUCTILE IRON PIPE

1. Description

- a. All ductile iron pipe, shall have an ultimate tensile strength of 60,000 pounds per square inch minimum, a yield point of 42,000 pounds per square inch minimum and an elongation of 10 percent minimum. Ductile iron pipe shall be manufactured in accordance with ANSI Specification A21.51 and A21.50, AWWA C151 and H3, latest edition.
- b. All ductile pipe shall be minimum thickness Class 50, unless the Plans call for another class, and cement lined conforming to ANSI A21.4.
- c. Joints shall be "push-on" type joints, as shown on Plans or specifically called for.
- d. Push-on joints shall be in accordance with ANSI A21.4.
- e. Fittings may be of ductile iron with a pressure rating of 250 p.s.i.

K. POLYVINYL CHLORIDE (PVC) PIPE

1. Description

- a. PVC pipe 4 inches in size and larger and fittings shall conform to 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.

2. Pipe and Fitting Markings

- a. Pipe and fittings shall be in compliance with this standard. Pipe and fittings shall be marked:
 - (1) Manufacturer's Name or Trademark

- (2) Nominal Size
- (3) Material Designation "PVC"
- (4) ASTM Spec. (D 3034)

b. Joints

- (1) The rubber ring for the bell and spigot joint shall be the Elastomeric Gasket Joint providing a watertight seal.

L. ACRYLONITRILE BUTADIENE STYRENE (ABS) PIPE

1. Description

- a. ABS pipe 4 inches in size and larger and fittings shall conform to the requirements of the latest revisions of ASTM Specification D2661 or equal.
- b. All bells on branch wyes or fittings shall be factory assembled.
- c. 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.

2. Pipe and Fitting Markings

- a. Pipe and fittings shall be in compliance with this standard. Pipe and fittings shall be marked:
 - (1) Manufacturer's Name or Trademark
- b. Nominal Size
- c. Material Designation ABS
- d. ASTM Spec. (D 2661)

3. Joints

- a. Joints shall be clean, dry, and free of grease and be joined using a generous amount of solvent cement to provide a water tight seal.

M. BUILDING SEWER AND CONNECTION-DESIGN AND INSTALLATION - The building sewer may be six (6) inches or four (4) inches in diameter provided that the pipe is laid on a minimum slope of 1/8 inch per foot and 1/4 inch per foot respectively and cleanouts are placed at intervals of not more than 100 feet and 50 feet respectively. An approved grade and as near as possible at right angles to the street and at a depth to avoid

all obstacles, to permit proper alignment, and to provide proper cover and shall be designed and installed to conform to the specifications set forth in Appendix A attached hereto.

1. CLEANOUTS - Cleanouts consisting of a wye branch, curve, 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, if possible. When cleanouts must be placed in driveways, a separate cast iron frame and cover must be installed to prevent damage to the plastic piping.
2. 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 street. All trenches must be excavated at least 6 inches below the invert of the pipe. Granular bedding, of 1B or 2B gradation shall be placed in the trench to grade of pipe and after providing bell holes and laying pipe, backfill to a minimum height of 12 inches over the top of the pipe. Granular 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. A test tee shall be installed in the building sewer immediately before the wye, or manhole stub, if connection is to be made directly to a manhole. If unusual trench conditions exist, such as excessive depth, unstable soil, under a stream or other water course, 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 main intercepting 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 without the use of an "Insert-a-Tee" or approved equal.

N. FINAL INSPECTION - The applicant for the building sewer permit shall notify the Authority & ACHD when the building drain, building sewer and related facilities are ready for inspection and connection to the public sewer 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 connection shall be made only with an ACHD plumbing permit and by a registered master plumber under the requirements of the Authority & ACHD upon the inspection of the building drain, building sewer and related facilities and shall include but may not be limited to the following:

1. Inspection of installation to insure that proper bedding and embedment of the pipe has been accomplished and concrete encasement has been placed where required. Testing shall be in accordance with and compared to current ACHD Plumbing Codes.

2. All newly constructed building sewers for new premises will be subject to a video inspection by MATSF after backfill and prior to occupancy of the premise. For building sewer replacement on an existing structure, the video inspection will take place typically within 30 days of backfill.
- O. EXCAVATIONS - All excavations shall be performed in accordance with the latest edition of the OSHA Standards-Employer-Employee Safe Practices for Excavation and Trenching operations.
- P. ELEVATION - Wherever possible, the building sewer shall be brought to the building at an elevation sufficiently below the basement floor to permit proper connections to all house plumbing. No building sewer shall be laid parallel to or within 3 feet of any bearing wall which might thereby be weakened. The depth shall be sufficient to afford protection from frost. The building sewer shall be laid at uniform grade and in straight alignment insofar as possible. Changes in direction shall be made only with properly curved pipe and fittings.
1. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such drain shall be lifted by approved artificial means (pumped) and discharged to the building sewer, the capacity of such units to be subject to approval by the Authority & ACHD.
 2. The invert of the building sewer at the point of connection shall be at the same or at a higher elevation than the invert of the public sewer.
- Q. BUILDING SEWERS AND LATERAL SANITARY SEWERS - MAINTENANCE - All Building Sewers and Lateral Sanitary Sewers and connections thereof shall be maintained by the owner and/or tenant at his cost, and the sewer shall be protected properly and maintained by the owner and/or tenant. When repairs, renewals or replacements or other necessary work is required in the aforesaid facilities, the owner and/or tenant 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 the Authority and shall be done under the supervision of the Authority and ACHD.

SECTION XII
USE OF SEWER

- A. REQUIRED USE - All Premises accessible to the public sanitary sewerage system shall be connected to the system, at the expense of the user and/or property owner, and:
1. All Premises accessible to the sanitary sewerage system upon which a building is hereafter constructed shall be connected to the system at the expense of the user and/or property owner.
 2. All Premises which hereafter become accessible to the sanitary sewerage system shall be connected to the system at the expense of the user and/or property owner, and such connection shall be made within three months after notice to make connection is issued by the Authority or its authorized representatives.
 3. All connections shall be made in accordance with the Rules and Regulations and in accordance with the Plumbing Code or other applicable requirements of the municipality.
 4. It shall be unlawful for any person owning any occupied building or Premises accessible to the public sanitary sewerage system, 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.
 5. No person shall discharge or cause to be discharged into the sewerage system any storm water, ground water, roof run-off, subsurface drainage, cooling water or unpolluted industrial process water, and connections permitting such discharges shall be eliminated within three months after notice to take such action is issued by the Authority or its authorized representative.
 6. Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers or to a natural outlet approved by the Township and other regulatory agencies. Unpolluted industrial cooling water or process waters may be discharged, on approval by the Authority & ACHD, to a storm sewer, or natural outlet.
 7. The Authority reserves the right to prohibit connections to the system, or to enforce discontinuance of the use of the sewerage system for deleterious industrial wastes, or to require pre-treatment of such wastes in order to prevent damage to or adverse effect upon the system. The design, construction and operation of such pre-treatment facilities shall be subject to approval of the Authority & ALCOSAN.

- B. **MANHOLES** - Subject to requirement by the Authority, a suitable manhole or manholes shall be constructed on the building or connecting sewer to facilitate observation, sampling and management of flow from the Premises, when the discharge from such Premises, including industrial wastes or industrial wastes and sanitary sewage combined, is in excess of 100,000 gallons per quarter, or as required by ALCOSAN as part of pretreatment requirements. Such structures shall be constructed in accordance with plans approved by the Authority and shall be accessible, properly designed and in a safe location. The structures shall be constructed and maintained by the owner at his expense, and shall be maintained to be safely accessible at all times.
- C. **PROHIBITED USES** - Those provisions of Appendix B hereof (Pretreatment Regulations of the Allegheny County Sanitary Authority) relating to prohibited discharges into the Authority's sewer system shall apply to all users of the sewer system. Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following waters or wastes to any public sewer:
- D. **INTERCEPTORS** - Grease, oil, and sand interceptors shall be provided when, in the opinion of the Authority, or authorized agency, they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts - or fat, oil and grease concentrations in excess of 200 mg/l, 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, Allegheny County Health Department or authorized agency, and shall be located as to be readily and easily accessible for cleaning and inspection by MATSF, ACHD or ALCOSAN representatives or their designated agents.
- Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight, and equipped with easily removable covers which, when bolted in place, shall be gastight and watertight.
- Where installed, all grease, oil, and sand interceptors shall be maintained by the owner, at his expense, in continuously efficient operation at all times.
- E. **PRELIMINARY TREATMENT FACILITIES** - Where preliminary treatment facilities are provided for any waters or wastes, the facility shall be maintained continuously in satisfactory and effective operation by the owner, at his expense. Any removal and hauling of the collected materials not performed by owner's personnel must, be performed by currently licensed waste disposal firms.

- F. INDUSTRIAL WASTE - When required, the owner of any property served by a building sewer carrying industrial wastes shall install a suitable control manhole in the building sewer to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessible and safely located, and shall be constructed in accordance with plans as approved. The manhole shall be installed by the owner at his expense, and shall be maintained by him so as to be safe and accessible at all times.
- G. MEASUREMENTS/ TESTS - All measurements, tests and analyses of the characteristics of waters and wastes shall be determined in accordance with the latest edition of Standard Methods for the Examination of Water and Wastewater, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manholes have been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer, to the point at which the building sewer is connected.

SECTION XIII
SEWER SYSTEM OPERATION AND MAINTENANCE/
AREA-WIDE INSPECTIONS

Public Sewers

- A. INSPECTION - Authorized employees or representatives of the Authority shall have access to the customer's premises at all reasonable hours for the purpose of inspection of service lines, service line extensions, manholes and other appurtenances; observation, measurement, sampling and testing of sewage or industrial wastes; and all such justifiable purposes.
- B. EXCAVATIONS - The Authority shall have the right to make such inspections, repairs and/or replacement/excavations as are required for the proper execution of the work, and to fulfill expectations of these Rules and Regulations.
- C. INTERFERENCE WITH AUTHORITY'S PROPERTY - No workmen, owner or tenant, or other unauthorized person shall 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.

Area-Wide Inspection of Private Sewers

- A. Upon reasonable notice and as part of its routine operation and maintenance procedures, the Authority may, test/inspect for defects in private laterals and connections. The history of such testing/inspection has resulted in the Authority implementing a dedicated area-wide lateral inspection program, in addition to inspection of such laterals at time of property transfers. Area wide lateral inspections as discussed in this section do not take the place of property transfer inspections (and associated fees), as those inspections entail a higher level of testing/inspection than envisioned in the area-wide effort, along with a certification of test results.

In instances where the Authority deems it necessary to perform such area-wide (CCTV) sewer lateral testing (ie. priority areas identified during main-line and related inspections or sewer work performance, or areas previously identified as in need of further testing due to inspections and/or ongoing sewer analysis/studies), a dedicated procedure/protocol has been established (see website).

If an area involving private sewer laterals is preliminarily identified as part of the sewer system in need of inspection, the Authority will employ certain measures prior for observance and testing of structural condition(s) of laterals.

1. The Authority will provide general advance notice on its website. It will also provide general notices of planned area-wide inspections in customer billing statements, as well as individual door-hanger notices; same will be distributed by Authority personnel.
2. The area-wide inspection process will commence with televising the public sanitary sewer system. As part of this process, the Authority may launch a camera from the main-line sewer into the lateral of the property owner.
3. If a significant defect(s) is identified; (see Section B-6), the property owner will be notified in writing.
4. If property owner is to receive any financial assistance from Authority for correction of defects identified under this program (pursuant to independent Authority Resolution), all Authority procedures must be followed. Specifically, the time frames for repairing/replacing (described in Section B-6) must be met, and if not, any and all such financial assistance, now or in the future, will be forfeited for said repair needs.
5. If property owner is subject to area-wide lateral testing and remedial mandate, this does not substitute for the property transfer testing requirements, as the area-wide testing is not as comprehensive as testing conducted at property transfer. Area-wide testing and defect discovery is not intended to be a certification of overall pipe condition.

B. Disclosure of Significant Defects -

1. Definition of defect - Inspections will in most cases be completed by Authority personnel utilizing Authority televising equipment. During the completion of the inspection, the NAASCO pipe assessment standards will be used to determine pipe defects. Any defects found to have a Level 3 or higher shall be deemed a failure. Multiple Level 2 defects (greater than 2 in number) in a given lateral may also be deemed a failure.
2. Report - Documentation of the inspection will be made via a written report along with a mpeg or similar video format that can be viewed by most computers. The written report will depict the length of lateral inspected, the type and location of defect(s) identified, and the NASSCO defect rating for each identified defect.
3. Transmittal to property owner/notice - The written report and video will be transmitted to the property owner typically by first class U.S. Mail with a request for a return receipt of delivery. The transmittal will also provide relevant program information (including any current financial incentives that the Authority might have available to the property owner for lateral replacement) and Authority contact information.

4. Field visit to review with property owner – Upon request of the property owner, a field visit will be scheduled to review the contents of the above referenced report and video. In addition to reviewing the information provided, Authority personnel will identify the general location of the defects and attempt to answer questions regarding pipe repair/replacement options.
5. Remedies - Generally, the remedy for significant defects as defined above will require the property owner to replace or re-line the sewer lateral from the building to the transition point of pipe ownership, typically at the edge of an existing sewer easement or edge of a road right-of-way. In certain cases, a spot repair might be allowable depending on the type and number of defects identified along with the type of existing pipe. However, should a spot repair be authorized, the property owner will not be eligible for any financial incentive program that might be in effect with respect to lateral replacement. Work shall be in accordance with the Allegheny County Plumbing Code and these Rules and Regulations. Inspection of all work shall be completed by Allegheny County and Authority personnel. Any fees pertaining to these inspections shall be the responsibility of the homeowner. After the repairs are complete, a re-inspection must be scheduled.
6. Time for remedy/extensions – For NASSCO level 5 defects, the time for remedy will be 12 months from the date of written notification to the property owner as called out above. For other significant defects that are less than NASSCO Level 5, the time for remedy will be 18 months from the date of written notification. Should the property be transferred to a different owner after identification of defects under this area-wide program, the defect(s) must be remedied as a condition of the property transfer and under the specific terms and specifications of that program as discussed in a later section of these Rules and Regulations. Failure to remedy the defect(s) within the proscribed time frame, absent any written authorized time extension, will permanently eliminate eligibility of that property from any Authority financial incentive program relating to lateral replacement.

7. Special/exigent circumstances- Recognizing that from time to time special conditions or financial hardship might limit the ability of the property owner to remedy identified defects within the specified time frame, on a case by case basis, the Authority reserves the right to make unique arrangements including, but not limited to, a written time extension, repair of defect(s) by Authority personnel or a designated contractor with subsequent property lien/lien agreement, or interacting with other funding agencies that might assist the property owner regarding the lateral repair work.

- C. Appeal Procedures - Should a ratepayer wish to appeal decisions by the Authority under this section, references made to the appeal provisions contained in Section XIV, Subparagraph E.

SECTION XIV
PROPERTY TRANSFER

- A. DEFECT DISCOVERY: PROPERTY TRANSFER (DYE TESTING AND CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION) - It is in the best interest of the Authority and its customers to inspect and maintain the entirety of the system. Such testing/inspection will occur at time of sale/transfer of property. Dedicated procedures exist for dye testing and televising of lines and all such testing/inspection are performed by MATSF personnel or their authorized representative. Any person completing a Property Transfer of real estate located within the Township of South Fayette shall make application on a form furnished by the Municipal Authority for a Document of Certification, an official statement to the Municipal Authority stating that there are no illegal storm surface water connections into the sanitary sewer connections on the property to be sold which violate Ordinance No. 401, and that there is sufficient pipe integrity pursuant to standards announced below. The application for a Document of Certification shall be submitted to the Authority for any Property Transfer involving real estate on which a building or other improvement exists. Said Document of Certification must be completed by the Authority's designated agent for the required tests and inspection.

Authority personnel (or a contracted agent of the Authority) will perform a dye test and/or television inspection on the property to be sold. That individual shall complete the appropriate portions on the form and certify that the property has been tested and certify the results of such tests. When an illegal storm or surface water connection is discovered by means of the above-mentioned dye testing, and/or if a material defect is discovered, no Document of Certification will be executed until the illegal connections/defects are removed and certification of such removal is verified by Authority personnel or their designated agent(s).

- B. A Temporary Document of Certification may be issued at the Municipal Authority's sole discretion when either:
1. Applicant proves to the satisfaction of the Authority that time of sale testing cannot be performed because of weather conditions. When such is the case, the applicant shall provide the Municipal Authority with security in the amount of Four Thousand (\$4,000.00) Dollars (or an amount mutually agreeable to all parties including MATSF, seller, buyer and closing agent) to guarantee that the required inspections will be performed and potential defects corrected. In addition, the applicant shall provide a signed, written acknowledgment, in a form acceptable to the Authority, from the purchaser agreeing to correct, at purchaser's sole expense, any violations that may be discovered as a result of required inspections.

Nothing in this subsection shall prohibit any purchaser from requiring the applicant to reimburse the purchaser for any costs incurred provided, however, primary liability shall run with the land and no such agreement shall affect municipality's/authority's enforcement powers.

2. When an illegal storm or surface water connection is and/or a lateral defect is discovered and the necessary remedial activities to correct such connection would require a length of time such as to create a practical hardship for the applicant, applicant may apply for a Temporary Document of Certification which may only be issued when the applicant provides the Authority with all of the following: (i) security in the amount not less than the estimated repair costs in a form acceptable to the Authority; and (ii) an agreement by the purchaser in a form acceptable to the Authority to be responsible for all cost over-runs related to the remedial work.
3. In addition to the Authority's right to deem the amount of security forfeited, the Authority also reserves the right to impose monetary penalties on the purchaser, after having received notice from the Authority of a date by which repairs must be made, for failure to make the repairs required. Said penalties are enumerated in Section XVII.

All Temporary Documents of Certification shall automatically expire six (6) months from the date of issuance at which time any security posted shall be forfeited.

Properties with improvements which are not served by the public sanitary sewer system are exempt from testing. Also exempt from testing are new homes that have been constructed in accordance with a valid building permit which have been inspected by the Township Building Inspector and the Plumbing Division of the Allegheny County Health Department and which have not been formerly occupied. At the time of the application for the Document of Certification, the Seller of such property, or the Real Estate Broker or Agent listing such property for sale, shall request that the water company provide a final meter reading to such property and should request from the Authority a No-Lien Letter reflecting the status of sewage liens upon such property and the amount due for current sewage service to the date of the final meter reading.

At the time of the final meter reading, sewage service provided to such property by the Authority shall be the responsibility of the Purchaser of the property or Tenant and they shall have made written application for continued sewage service (application for transfer of service in now done directly with PAWC) as is required by the Rules and Regulations of the Authority. In the event that such application for continued water service is made on behalf of the Purchaser or Tenant by a duly authorized Agent, the Purchaser or Tenant and such Agent shall be individually and jointly liable and obligated to pay for sewage service provided by the Authority until such time as the Purchaser or Tenant has executed a written application for sewage service.

The Seller, or the Real Estate Broker or Agent listing such property for sale, shall, at the time of closing or before, present the final meter reading and No-Lien Letter to the appropriate closing officer and all amounts due to the Authority for sewage service provided prior to the time of the final meter reading shall be paid at the closing.

C. DYE TESTING PROCEDURES

1. When a property requires a dye test, a representative of the property shall contact the Authority to schedule the inspection. Inspections scheduled during normal business hours will be completed within ten (10) days following the date on which the schedule was made.
2. The property representative will be responsible for a payment as outlined in the fee section of these Rules and Regulations.
3. The dye test will be completed by Authority personnel and be conducted on storm water facilities such as area drains, downspouts, sump pumps, etc.
4. Dye will be placed in these storm water facilities (or other techniques will be utilized) and the Authority personnel will verify that these facilities are not connected to the sanitary sewers. In the event water from an improper source is discovered entering the sanitary sewer during the inspection, the test will be deemed a failure. It will be the responsibility of the homeowner to remove all said improper connections to the sanitary line at their expense.
5. After all repairs have been made the property owner shall contact the Authority to schedule a retest.

D. CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION PROCEDURES

1. CCTV inspection shall be completed on a property at the time of sale/transfer or for property improvements requiring a Township building permit that also requires an Allegheny County plumbing permit as required per the Township of South Fayette Ordinances.
2. If during the course of lateral inspection a defect is found between on any portion of the lateral that is deemed to be owned by the Authority (typically between the main sewer and the property line), those repairs may be made by the Authority at no expense to the property owner.
3. The CCTV inspection on a property will only be mandated if the time between property transfers exceeds three (3) years. If a property transfers again within 3 years of the most recent CCTV inspection, the requirement for this inspection will be waived by the Authority; however, no representation will be made by the Authority that the condition of the lateral has not deteriorated since the time of the

last inspection. Under those circumstances, a basic dye test still must be conducted by Authority personnel, and the current property owner or potential buyer may request a new CCTV inspection to be completed by the Authority in accordance with the attached fee schedule.

The basic dye test is meant to identify and direct illegal connections from the system and/or problems with vents, cleanouts, etc. This basic inspection is mandated to comply with administrative consent orders between South Fayette Township Municipal Authority and the Allegheny County Health Department and Township Ordinance No. 401. The basic dye test will be completed on every property which is transferred and/or modifications are made requiring a building permit or an Allegheny County Plumbing permit.

4. Procedure

- a. When a property requires a CCTV inspection, a representative of the property shall contact the Authority to schedule the inspection. Inspections scheduled during normal business hours will be completed within ten (10) business days following the date on which the schedule was made, weather permitting.
- b. The property representative will be responsible for a payment for required inspections as outlined in the fee section of these Rules and Regulations prior to the work being initiated.
- c. For time of sale testing only, it is the policy of the Authority that a representative for the property be present during the entire inspection.
- d. Access to the lateral to complete the CCTV inspection will typically be made through a "fresh air" vent or clean out. In an instance where a "fresh air" vent or clean out is not available, adequate means of access to the entire lateral must be provided by the property owner at their expense. Such alternative access may need to be installed by a registered plumber and inspected by Allegheny County and Municipal Authority personnel.
- e. CCTV inspections will typically be completed from the building to the main sewer. During the CCTV inspection, the Authority may utilize water injection into the ground in the vicinity of the sanitary sewer lateral to determine if leakage is present. If in the event leakage is observed coming from under the foundation, the Authority reserves the right to inspect the sanitary sewer piping under the building floor.
- f. Inspections will in most cases be completed by Authority personnel utilizing Authority CCTV equipment. During the completion of the test, the NAASCO pipe assessment standards will be used to determine pipe defects. Any defects found to have a Level 3 or higher shall be deemed a failure. Multiple Level 2 defects (greater than 2 in number) in a given

lateral may also be deemed a failure.

- g. If a failure exists, it is the requirement of the property owner to replace/reline the Lateral Sanitary Sewer at their own expense. Work shall be in accordance with the Allegheny County Plumbing Code and these Rules and Regulations. Inspection of all work shall be completed by Allegheny County and Authority personnel. Any fees pertaining to these inspections shall be the responsibility of the homeowner. All work must be completed within thirty (30) days of the deemed failure unless a time extension is granted by the Authority. After the repairs are complete, a re-inspection must be scheduled.
- h. After the repairs are made, the property representative must arrange for a re-inspection by MATSF.. If the subsequent inspection passes, a Document of Certification will be issued.

E. APPEAL PROCEDURES - In the event the property representative wishes to appeal a failure decision, the following rules shall apply:

- a. The Authority hereby creates an Appeals Board to hear technical disputes from persons who disagree with the results of an inspection of the sewer lateral ("Appellants") conducted pursuant to Sections XIII and XIV of these Rules and Regulations or the amount and type of work to be done as a result of the inspection.
- b. The sole grounds for a challenge to said inspection shall be whether the findings of the inspection are appropriate or whether the amount and type of work ordered to be completed is appropriate. No challenges shall be heard that are based upon financial concerns or a homeowner's inability to pay for any indicated repairs. Any request to the Authority by a property owner for a time extension for performing repairs due to financial hardship will be considered on a case by case basis by the Authority Board outside of this Appeals process.
- c. The Appeals Board shall consist of 3 (three) members (the "Members"), appointed by the Authority Board.
- d. The terms of the Members shall be at the will of the Authority Board and shall be for a period of indefinite length.
- e. The Authority Board shall name one of the Members as Chairman of the Appeals Board; the duties of the Chairman shall include, but not be limited to, the following:

- (1) Conduct and lead any review hearing brought hereunder;
 - (2) Determine the place and time of meeting for such a review;
- f. Appellants desiring to bring a matter in front of the Appeals Board shall provide written notice of such desire to the Authority no later than 20 days from the receipt of the results of an inspection of the sewer lateral on the effected property. A hearing will be scheduled as soon as possible, but in no event greater than 30 days from receipt of the written request.
 - g. Appellants may attend a hearing with the representation of counsel and may, at their cost, provide means by which the hearing will be recorded.
 - h. Appellants shall be provided a reasonable amount of time, but in any event, not to exceed 30 minutes, to present evidence and arguments in front of the Appeals Board.
 - i. Within 3 (three) business days of the hearing, the Appeals Board shall render a written decision on the matter.
 - j. The decision of the Appeals Board shall be based on the vote of 2 of the 3 Members. However, all 3 Members must be present for voting, unless special circumstances dictate otherwise.
 - k. The decision of the Appeals Board shall be final.
 - l. The Appeals Board shall provide a written summary of the hearing to the Appellant and the Authority Board on a form to be established by the Authority Board.

SECTION XV
WELL METERS

- A. GENERAL - In such instances where a Premises is furnished sewage and not water service, the Authority may require the installation of a meter to measure water use, said installation to be made in accordance, in general, with the regulations as relate to meters for regular water service of the water utility serving the general area and these regulations and to be made at the cost of the customer, and be subject to these Rules and Regulations. The customer must submit an application to the Authority requesting approval of a proposed meter installation and a permit must be issued therefore.
- B. SIZE OF METER - The Authority reserves the right, in all cases, to stipulate the size and type of the meter to be installed on each service or other type line 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, and/or exceeds the recommended meter capacity, and reserves the right to charge the fees currently in effect for the larger meters.
- C. MINIMUM SIZE - The minimum size of a meter installed shall be the same size as the water service line except that on a 3/4 inch line serving a domestic customer, the privilege of using a 5/8 inch meter may be allowed by the Authority.
- D. LOCATION - The location for the meter shall be subject to the approval of the Authority, shall be at a convenient and accessible point, shall permit control of the entire supply, and shall allow proper protection of the meter from freezing or other harm. A remote read-out is required for all residential premises and all other premises not accessible during regular business hours.
- E. FIXTURES - No fixture shall be attached to, or any branch made in, the service pipe between the meter and the source of supply.
- F. METER PIT - In cases where it is not practical to place the meter within the building, the Authority may require the property owner to construct, inside the property line, a brick, concrete or fiberglass meter pit with a suitable iron cover or a similar type or approved meter box - such installations to be made in accordance with a plan furnished or approved by the Authority.
- G. INSTALLATION OF METER - All piping, fittings, valves, check valves, gauges, bolts, nuts, meter pit structures, manholes 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 at the expense of the applicant. The customer shall employ for this work the services of a registered master plumber, 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 installed

and connected by the Authority. 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 on the street side and immediately before the meter, and a stop and waste cock or valve on the outlet side and immediately after the meter. A suitable check valve shall be furnished and installed by the customer at a point between the stop and waste cock or valve and the meter, if necessary and required. When a check valve is installed, a safety valve shall be furnished and installed by the customer at a convenient point in the house piping to relieve excess pressures due to heating of water.

- H. PARALLEL METERS - 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, at its option, 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 borne by the customer.
- I. MAINTENANCE, CARE AND RESPONSIBILITY FOR DAMAGE - The owner and/or tenant shall maintain all meters at his expense. In the event of injury, freezing or non-working of the meter, the customer shall promptly notify the Authority. The customer shall furnish and set 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 him.
- J. METER TESTS - All meter shall be accurately tested before installation and thereafter periodically tested.
- K. ACCURACY OF METER - In the case of meters used for private water supply systems and where public water is not furnished, should the Authority at any time doubt the accuracy or correctness of the meter measuring water delivered to the customer's Premises, the Authority will, and if the customer so desires, in his presence or that of his authorized representative, make a test of the accuracy of the meter. When a customer desires, either personally or through a representative, to witness the testing of a meter, he may require the meter to be sealed in his presence before removal, which seal shall not be broken until the test is made in his presence. If the meter so tested shall be found to be accurate within the limits herein specified, the Authority shall be responsible for the cost of testing, but if not so found then the cost thereof shall be borne by the customer.

- L. REPORTS - A report of all tests shall be made to the customer or Authority, and a complete record of such tests shall be kept by the Authority. The amount of the fee for tests made by the Authority shall be in accordance with the schedule of fees set forth in the Schedule of Rates.
- M. RATES FOR TESTING - Rates for testing meters not included in the above classifications or which are so located that the cost is out of proportion to the fee specified will be furnished by the Authority after an appraisal has been made to determine the cost. The fee above stipulated shall be payable by the applicant in advance. In the event the meter so tested is found to have an error, the bill, based on the last reading of such meter or meters, shall be corrected accordingly. This correction shall apply both for over or under registration.
- N. CHANGE IN LOCATION OF METERS - The customer shall pay for the cost of relocation of all meter made at his request or for his convenience.
- O. 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 reserves the right to remove the meter for test, at the expense of the customer, even though said meter registers accurately.
- P. LEAKS - Customers are urged to give careful attention to their plumbing and fixtures and make immediate correction of all leaks. No allowance will be made by the Authority for water used, lost, stolen, or otherwise wasted through leaks, carelessness, neglect, or otherwise after the same has passed through the water meter.
- Q. READING AND REGISTRATION OF METER - Readings of meters shall be taken monthly or quarterly, at the option of the Authority, 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 or has ceased to register. In such cases, the quantity may be determined by the average registration of another meter for a period of at least 20 days 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.
- R. NOTIFICATION RELATIVE TO CONDITION OF METER - The customer shall notify the Authority of damage to or the non-working of the meter, or of the breaking of the seal or seal wire, as soon as he is aware of such a condition.

- S. **MINIMUM CHARGE** - Every meter installed is subject to a fixed minimum monthly or quarterly charge, in accordance with the rates thereof, for which certain quantities of water will be allowed without additional charge; and where more than one Premises is furnished service through one meter, the same fixed minimum monthly or quarterly charge shall apply for each and every Premises; and the method of preparing bills for such installations is set forth elsewhere herein. Such minimum shall be non-abatable for a non-user of water, and non-cumulative against subsequent consumption. In the case of fractional bills covering less than a quarter, minimum charges and allowances shall be prorated.
- T. **INACTIVE SERVICE** - All Premises are subject also to minimum charges for inactive service, as set forth elsewhere herein. The property owner will be held responsible for all bills not paid by tenants and/or others occupying the respective Premises.
1. The billing for Premises with respect to sewage services under a permit approving a meter on a private water system shall be subject to an additional minimum charge to defray the cost of the meter reading and other work, and such charges shall be in accordance with the fees set forth in the Fee Schedule.

SECTION XVI
AUXILIARY WATER METERS

- A. General - In such instances where the owner of a Premises desires to install an auxiliary water meter in order to meter water consumed which does not discharge to the sanitary sewerage system, an application shall be made by the Property Owner on the form provided by the Authority requesting approval of a proposed meter installation and a permit must be issued therefore. In general, the installation of the meter shall be made at the cost of the applicant in accordance with the regulations as relate to meters for regular water service of the water utility serving the general area.
1. Size of Meter - The Authority reserves the right, in all cases, to stipulate the size and type of the meter to be installed on each service or other type line 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, and/or exceeds the recommended meter capacity. The minimum size of a meter installed shall be the same size as the water service line except that on a 3/4-inch line serving a residential customer the privilege of using a 5/8-inch meter may be allowed by the Authority.
 2. Location - The location for the meter shall be subject to the approval of the Authority, shall be at a convenient and accessible point, shall permit control of the entire supply which does not drain to the sanitary sewerage system, and shall allow proper protection of the meter from freezing or other harm. No fixture shall be attached to, or any branch made in, the service pipe on the outlet side of the meter which drains to the sanitary sewerage system.
 3. Installation of Meter - All piping, fittings, meters, remote reader, valves, check valves, gauges, bolts, nuts, meter pit structures, manholes 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 at the expense of the applicant. The customer shall employ for this work the services of a registered master plumber, qualified and approved by the Authority, who shall cooperate with the Authority and ACHD, and install all the piping and appurtenances in accordance with the dimensions and requirements for each specific case. 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 on the inlet side and immediately before the meter, and a stop and waste cock or valve on the outlet side and immediately after the meter. The customer shall provide an approved remote reading system recording in 1,000-gallon units at a convenient point on the exterior of the building to permit reading the water consumption

without entering the building. The remote reader location must be kept accessible and be at least 3' above grade.

4. Maintenance, Care and Responsibility for Damage - The owner and/or tenant shall maintain all meters and appurtenances at his expense. In the event of injury, freezing or nonworking of the meter or breaking of the seal or seal wire, the customer shall promptly notify the Authority. The customer shall furnish and set another meter to replace the one frozen or damage 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 and any inspection fees shall be paid by him.
5. Meter Tests - All meters shall be accurately tested before installation and thereafter periodically tested at the discretion of the Authority in a manner prescribed by the Authority, all at the owner and/or tenant's expense.
6. Inspection - The Authority reserves the right to enter the Premises to inspect the plumbing system of the Premises at any reasonable time.
7. 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 reserves the right to remove the meter for test, at the expense of the customer, even though said meter registers accurately.
8. Leaks - Customers are urged to give careful attention to their plumbing and fixtures and make immediate correction of all leaks. No allowance will be made by the Authority for water used, lost, stolen or otherwise wasted through leaks, carelessness, neglect, or otherwise after the same has passed through the water meter.
9. Reading and Registration of Meters - Readings of meters shall be taken 1 or 2 times a year by the Authority, 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 or has ceased to register. In such cases, the quantity will be determined by a method that will be just and reasonable to the Authority and to the customer. The Fee charged for reading and administrative cost associated with the auxiliary meter will be included in the monthly sewage charge. The date of the reading of the auxiliary meter by the Authority will be documented and the water consumption recorded by the auxiliary meter will be credited against the total consumption recorded by the water utility, generally within the next monthly billing cycle.

10. Procedure

- a. Customer makes application at Authority office on required form and pays the applicable fee.
- b. Customer installs meter in accordance with said Rules and Regulations Governing the Installation of Auxiliary Water Meters.
- c. Customer requests an inspection and sealing of the auxiliary meter.
- d. Authority inspects the installation of the auxiliary meter and remote reader and, if satisfactory, seals the meter and records the initial reading of the meter.
- e. If the installation is not approved, the procedure returns to Step b of this section and continues as before, except that the request for an inspection must be accompanied by the payment of an additional Application and Inspection Fee.

SECTION XVII
RATES, CHARGES, FEES/ COSTS & PENALTIES

- A. South Fayette Municipal Authority's schedule of Rates, Charges, Fees/Costs & Penalties is summarized and attached as Appendix F.
- B. **CHARGES FOR ACTIVE SEWAGE SERVICE** - All bills for sewage services furnished by the Authority will be based on the current published Schedule of Rates for the Authority (Appendix F), the charges to be based on the quantity of water used on or in said Premises as the same may be measured by meters in use or other meters to be installed, or based on the number and type of fixtures, 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 current Schedule of Rates.
1. **NORMAL CHARGES** - Each Premises will be subject to a fixed minimum monthly or quarterly 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. In the case of fractional bills covering less than a month or a quarter, monthly or minimum charges shall be prorated to the nearest full month. The charges for the use of water in excess of the quantities allowed under the minimum charges will be in accordance with the Schedule of Rates, the allowances of water 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.
 2. **MULTIPLE BILLING** - The charge for sewage service in all cases where water use is the basis of charges and more than one Premises is served by a common meter water line shall be determined in accordance with the general procedures set forth with respect to Multiple Billing.
 3. **BASE CHARGES** - The Authority may, at its option and as set forth in the Schedule of Rates, bill on the basis of unit charges for sewage services in accordance with the following and the Schedule of Rates:
 - a. Residential - Individual - Subject to a single unit charge.
 - b. Residential - Multiple - Served by a single metered water service line, such as apartment and multiple type dwelling, or similar type of building or occupancy; subject to a unit charge for each residential Premises therein.

- c. Commercial, industrial, public or mixed, such as residential and industrial, minimum charge applies to each detached building in a complex served by a single meter or any other such combination of Premises; subject to number of unit charges; will be charged on the basis of the number of water meters at a given premises.
4. **SURCHARGE FOR CERTAIN INDUSTRIAL WASTES** The Authority will exercise the right to levy and assess against applicable Premises a surcharge, or surcharges, for the handling of abnormal industrial, commercial, and other such wastes Pursuant to the Pretreatment Regulations of the Allegheny County Sanitary Authority, a copy of which is included as Appendix B.. The basis of such charges shall be as set forth in the Schedule of Rates and/or ALCOSAN.
 5. The surcharges will be added to the normal sewage service charge and shall be subject to the same penalties applicable to other charges.
 6. The strength of wastes subject to a surcharge, or surcharges, shall be determined by the Authority and/or ALCOSAN. The frequency and duration of the sampling period shall be subject to determination by the Authority and/or ALCOSAN, 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.
 7. The samples will be collected by a representative of ALCOSAN or an agent approved by ALCOSAN, 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 the Standard Methods for Examination of Water and Wastewater, as published by the American Public Health Association.
 8. 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. ALCOSAN and the Authority exercises the right to assess the costs of conducting flow measurements, and making the chemical and other test, against the owner and/or tenant of the Premises.
 9. ALCOSAN and the Authority may, at its option, accept the results of routine sampling and analyses by the producer of said wastes.

C. **TURN-ON CHARGE** - A turn-on and turn-off charge, currently in effect, shall be paid

when water has been turned off because of an unpaid sewage bill; for violation of the terms of the application or rules of the Authority; or at such times as service has been suspended at the customer's request, the charges to be in accordance with the Schedule of Rates. (Appendix F).

- D. This regulation relates only to turn-on and turn-off charges and does not affect the regulation relative to minimum charges for inactive services.
- E. **MINIMUM CHARGE - SEWAGE SERVICE - No Sewer Connection** - A minimum charge can be levied and assessed against any property Abutting and within 250 feet of the public sewer system, even though such Premises is not connected to the sewer, providing, however, that connection to the sewer is feasible.

All new Premises shall be subject to extension of a sanitary sewer to permit obtaining service there from, providing such extension is not more than 250 feet. A septic tank or other privately owned sewage treatment facilities shall not be constructed on such Premises.

- F. **BILLING SCHEDULE** - All bills for sewage services will generate at the end of the service period, residential billing normally to be on a monthly basis. Certain bills may be rendered on a monthly or quarterly basis, at the option of the Authority.
 - 1. All bills for sewage conveyance and treatment services are payable to MATSF at the Authority office during normal business hours. Other payment methods such as on-line payment and ACH payment are available but require that the customer register for those methods of payment in advance. All fees for tap-ins, auxiliary meters, no lien letters, dye test/lateral inspection and the like shall be paid directly to MATSF.
 - 2. The Authority will receive regular meter readings where meters are installed from Pennsylvania American Water Company, monthly or quarterly, at its option, and bills will be rendered as soon as practicable after the reading of the respective meters.
 - 3. All bills for sewage charges, exclusive of delinquent amounts, shall be due and payable upon the designated statement due date. Any unpaid balance, will be assessed a penalty as called out in Appendix F each month. At the discretion of the Authority, reasonable arrangements for payment of any rates, charges, fees, and payments can be made in special circumstances.
- G. **PENALTIES** - Failure to complete required sewer lateral repairs/inspection - A \$100.00 (One Hundred Dollars) per day penalty will be imposed upon a landowner, who after receiving notice from the Authority of a date by which indicated repairs must be made, fails to repair defects that were uncovered in an inspection conducted pursuant to Section XIII and XIV of these Rules and Regulations.

This penalty shall be imposed on a daily basis and will accrue to the extent that it does not exceed the estimated amount to conduct the indicated repairs, minus the amount of the security/escrow held by the Authority pursuant to a Document of Temporary Certification.

In addition, the Authority reserves the right to impose interest, costs, and attorney fees on the amount of the penalty.

SECTION XVIII
NOTICES

- A. 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 to the customer, directed to or left at his address, as shown on the records of the Authority.
1. 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 water service supplier and the Authority.
 2. 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.
 3. The Authority will send notices and bills with respect to inactive service to the owner of the property involved, all such properties being subject to minimum charges and to liens for non-payment of all applicable minimum charges.

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.

SECTION XIX
TERMINATION FAILURE TO PAY/ REMEDIES

A. TERMINATION

1. CUSTOMER TERMINATION - Any customer may terminate his active service contract with the Authority upon giving written notice thereof to the Authority, and upon the lapse of a reasonable time thereafter, to permit the Authority to attend to details in connection with such discontinuance of service. The customer shall remain liable for active service to the Premises described in his application until the Authority has received written 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 unoccupied Premises, if the Premises become unoccupied unless the service has been disconnected or water is turned off by the water service provider.
2. AUTHORITY TERMINATION - 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.
3. BY AUTHORITY - The water service will be terminated for non-payment of sewage service bills in Premises receiving both water and sewage service, even though the bills for water service are paid, the Premises being subject to inactive charges regardless of such termination. Any Active service to a properly maybe discontinued for any of the following reasons:
 - a. For misrepresentation in any relevant application for service.
 - b. For the use of service for or in connection with, or for the benefit of any other Premises or purposes than for the specific metered Premise.
 - c. For failure to maintain in good order the building sewer connection and fixtures owned by the applicant.
 - d. For failure to maintain in good order the water service line extensions and connections and fixtures owned by the applicant.

- e. For altering or in any other way interfering with any service pipe, meter, meter box, curb stop, curb box or with any seal, or any other meter or other fixtures and appurtenances of PAWC or the Authority.
 - f. For refusal of reasonable access to the Premises for purposes of inspecting the piping, fixtures, and water system appliances therein.
 - g. For neglecting or refusing to make or renew advance payments where required, or for non-payment of sewage service, or for any charge accruing.
 - h. For Premises where the use of water reduces the capacity of the sewers to such an extent that normal service to others is impaired, this condition relating to sewerage service.
 - i. For Premises where the character of the wastes is detrimental to the sewer or is not in accordance with the requirements set forth herein.
 - j. For unauthorized use by others of the building sewer line.
 - k. For Premises where apparatus, appliances or equipment using water or sewers are dangerous, unsafe, and not in conformity with any laws or regulations.
 - l. For fraud or abuse.
 - m. For violation of these Rules and Regulations, or other requirements governing the furnishing of sewage service.
 - n. For non-payment of a sewage bill.
4. **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 provided in the Schedule of Rates or Rules of the Authority due from the applicant.
5. **TURN-OFF WITHOUT AUTHORIZATION** - The customer shall not turn the water on or off at any corporation stop or curb stop, or disconnect or remove the meter, or permit its disconnection or removal without the consent of PAWC or its successors.
6. **MISCELLANEOUS** - If the owner, occupant, tenant, or customer shall fail to pay any rate charge for sewer, sewage or sewage treatment service imposed by the

Authority, the water utility may shut off the supply of water to such Premises until all overdue rentals, rates and charges are paid, but such shut-off shall only be after proper legal notice to the persons liable. The Authority, in cases where no water utility furnishes service, may terminate service based on the foregoing by physical means in preventing the use of the building sewer, at the cost of the owner.

7. DISCONNECTION - If service is discontinued, and if no special circumstances exist it will not be restored until all unpaid rates, charges, fees, costs or payments including the turn-on charges, deposits, inactive, and such other charges are paid, in full together with any applicable costs, fees, interest and attorney fees.

B. LIENS AND RELATED ACTIONS

1. APPLICABLE LAW- Pennsylvania statutory laws relating to liens of property for non-payment of rates, charges, fees, costs, and payments are incorporated herein and made a part hereof. Further the Municipal Authority of the Township of South Fayette reserves the right according to law to lien for any rate, charge, fee/costs and payments relevant to the Authority's work, and may from time revise such liens.
2. LIEN AGAINST PROPERTY - Notwithstanding the definition of the "Owner", "Tenant" and "Customer" as set forth in Section II thereof, and notwithstanding that the customer, applicant or contractor entering into an agreement with the Authority for the use of sewage service 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 rates, charges, fees/ costs and payments applicable to said Premises, and the Authority may, at its option, discontinue service as previously set forth, and in addition thereto, may 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, may file a municipal claim against the said property within the time limit required by law for such filing, so that the claim shall be assessed against the said property in the same way as other taxes are filed and liened, and may sue out a writ of scire facia or file suggestion in the same manner and within the same period of time as provided by law for all municipal taxes and claims. The Authority may use any or all of the remedies so provided by law, and the use of any one remedy shall not be exclusive of the Authority's other rights and remedies.
3. SEWAGE AND OTHER CHARGES - A LIEN AGAINST PROPERTY - All rates, charges, fees/costs, and payments herein designated or set forth in the Schedule of Rates are made a lien against the property to provide for non-payment for sewage and other related services, such lien to be liened and collected against the property in the name of the owner, reputed owner, occupier, mortgagee, or anyone beneficially interested therein as claims are liened and

collected under the municipal Claims Law of the Commonwealth of Pennsylvania.

4. ABATEMENT OF CHARGES - Customers desiring an abatement from sewage bills for active service due to vacancies shall give written notice at the office of the Authority. Billing for sewage service will then be based on the vacancy and/or other charges as established. The restoration of active service will be subject to the payment of all previous billings and will be subject to the standard turn-on charge then in effect. Abatement will be made of a portion of the charges in the proportion that the period when service was terminated bears to the entire period, allowing for vacancy and other charges. Typically, adjustments of bills will be primarily related to confirmed incorrect meter readings by PAWC. Other adjustments will be permitted for other confirmed errors in the billing process. Bills for sewer service also will be adjusted if water leaks that do not enter the sewer system are verified by ALCOSAN.

SECTION XX
MISCELLANEOUS

- A. SERVICE NOT GUARANTEED - Nothing in these Rules, 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.

- B. RESTRICTION OF SUPPLY - The Authority reserves the right to restrict the use of sewers as to capacity and character of sewage.

