

WESTERN BUTLER COUNTY AUTHORITY SEWER SYSTEM



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WESTERN BUTLER COUNTY AUTHORITY SEWER SYSTEM

RULES AND REGULATIONS



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**PREPARED BY:
Herbert, Rowland & Grubic, Inc.
200 West Kensinger Dr.
Cranberry Township, PA 16066
724-779-4777**

WESTERN BUTLER COUNTY AUTHORITY SEWER SYSTEM

RULES AND REGULATIONS

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WESTERN BUTLER COUNTY AUTHORITY SEWER SYSTEM RULES AND REGULATIONS

ARTICLE 0--INTRODUCTION

Section 001: Adoption of Rules and Regulations

The Board of Directors of the Western Butler County Authority has duly adopted the following Rules and Regulations governing the furnishing of sewage service.

Section 002: Creation Pursuant to Pennsylvania Municipal Authorities Act

The Western Butler County Authority, a body corporate and politic, existing under the laws of the Commonwealth of Pennsylvania, pursuant to the Municipal Authorities Act of 1945, approved May 2, 1945, P.L. 382, as amended was duly organized by the Borough of Zelienople, Borough of Harmony, Township of Jackson and Township of Lancaster, Butler County, Pennsylvania.

Section 003: Sewer System Service Area

The Authority is authorized by law to acquire, hold, construct, improve, maintain, and operate sewer systems and facilities within the service area comprised of the Borough of Zelienople, Borough of Harmony, Township of Lancaster and Township of Jackson, Butler County, Pennsylvania.

Section 004: Purpose and Implementation of Rules and Regulations

These Rules and Regulations shall govern and control the furnishing of sewage services, be a part of each application for service, and be a part of each contract with each person, Sewage Agency, 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 applicable Schedule of Rates.

Section 005: All Processes Require Adherence to Rules and Regulations

No workman, owner or tenant, or other 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 herein set forth.

Section 006: No Damage to Authority Sewer System

No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, conceal, deface, or tamper with any structure, appurtenance or equipment which is part of the Authority's sewer system, including but not limited to pipes, manholes, valves, lampholes, fence, etc.

Section 007: Restitution for Damages to Authority Property

Any person damaging any wastewater facility of the Authority, shall be required to pay the full cost of repairing, replacing and/or restoring the same. Additionally, damage(s) may result in an appropriate fine.

Section 008: Notice of Violation of Rules and Regulations

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.

Section 009: Liability Related to Violation of Rules and Regulations

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

Section 010: Requirement of Authority Board of Directors Approval

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 the approval of the Board of Directors of the Authority.

Section 011: Posting of Notices and Informing Public of Authority Processes

All notices 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 customer at their address as shown on the records of the Authority. All notices of public advertisement for receipt of bids, adoption of budget and acceptance of audit may be placed in any official newspaper publication having general circulation throughout the Authority's service area.

Section 012: Water Service Termination Per the Water Services Act of April 14, 2006

In accordance with the Water Services Act of April 14, 2006, Section 502.B.1: "In no case shall the water supply to premises be shut off until ten days after a written notice of intention to do so has been posted at a main entrance and mailed to the person liable for payment of the sewer bill, and the owner of the property or property manager." Except in case of emergency or endangerment to public health.

Section 013: Use of Newspaper for Mass Notification

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 having general circulation throughout the Authority's service area.

Section 014: Limitations of Providing Service

Nothing in these Rules and Regulations, nor any contract, nor representation, verbal or written, of the Authority or any of its employees shall be taken or construed in any manner to be or constitute a guarantee to furnish service through any building connections, or 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.

Section 015: Authority Rights to Restrict Service

The Authority reserves the right to restrict the use of sewers as to capacity, condition, and/or character of sewage.

Section 016: All Connections Comply with Rules and Regulations

No sewers shall be extended from or connected to the sewers of the Authority unless the work is or was done in accordance with these Rules and Regulations and standards equal to or higher than those of the Authority, and has been inspected by an employee or authorized representative of the Authority.

Section 017: Property of Authority

Any files or drawings submitted to the Authority for use or review shall become the property of the Authority.

ARTICLE I -- DEFINITIONS

Unless the context specifically indicates otherwise, the following words and terms used in these Rules and Regulations shall have the following meanings:

Section 101: Abnormal Industrial Waste

Any industrial waste having a suspended solids, ammonia nitrogen, phosphorus content, or a five-day biochemical oxygen demand (BOD₅) in excess of that normally found in domestic or municipal sewage. For the purposes of these regulations, any industrial waste containing more than 200 milligrams per liter of suspended solids, 20 milligrams per liter of ammonia nitrogen, 5 milligrams per liter of phosphorus, or having a BOD₅ in excess of 200 milligrams per liter, shall be considered an abnormal industrial waste regardless of whether or not it contains other substances in concentrations differing appreciably from those normally found in municipal sewage.

Section 102: Act or ‘the Act’

The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq.

Section 103: Approval Authority

The Administrator of the U.S. EPA Region III office until such time that the State’s pretreatment program is approved, when the Secretary of the Pennsylvania Department of Environmental Protection (DEP) will become the Approval Authority.

Section 104: Authority

The word “Authority”, whenever the same appears herein, shall mean the Western Butler County Authority, a body corporate and politic, organized and existing under the laws of the Commonwealth of Pennsylvania.

Section 105: Authorized Representative of Industrial User

An authorized representative of an Industrial User may be: (A) A principal executive officer of at least the level of vice-president, if the Industrial User is a corporation; (b) A general partner or proprietor, if the Industrial User is a partnership or proprietorship, respectively; (C) A duly authorized representative of the individual designated above if such representative is responsible for the overall operation of the facilities from which the indirect discharge originates whose authority has been confirmed in writing to the Authority.

Section 106: Board or “the Board”

The members of the Board of Directors of the Western Butler County Authority, as now or hereafter constituted, and its duly authorized agents or representatives.

Section 107: Biochemical Oxygen Demand (BOD)

The term “BOD” (biochemical oxygen demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter. BOD₅ is a standard laboratory procedure measuring the BOD over five (5) days at 20 degrees Centigrade expressed in milligrams per liter (mg/L). It shall be determined by one of the acceptable methods described in the current edition of “Standard Methods for the Examination of Water and Wastewater”.

Section 108: Building Sewer

In plumbing, the building sewer is defined as the portion of the lateral extending from the building drain to the wye at the sewer main. The customer shall be responsible for the building sewer and lateral from the building all the way to the wye, or point of connection, at the sewer main. The same applies for pressurized connections. WBCA owns and maintains the wye and the sewer main. The building sewer is also called the house connection or lateral sewer.

Section 109: Categorical Standards

National Categorical Pretreatment Standards or Pretreatment Standard.

Section 110: Chlorine Demand

The amount of chlorine required by the wastewater to achieve satisfactory disinfection.

Section 111: Combined Sewer

A sewer designated to receive both sanitary sewage and storm water runoff, which has been approved for such purposes.

Section 112: Cooling Water (Noncontact Cooling Water)

The water used for any air conditioning, cooling, or refrigeration purposes which does not come into direct contact with any raw material, intermediate product, waste product or finished product.

Section 113: Current Edition

Of Standard Methods for the Examination of Water and Wastewater published by the American Public Health Association shall mean the latest edition published and current at the time the determination of any analysis required is to be made.

Section 114: Customer

The word “Customer”, as used in these Rules & Regulations, shall mean the owner, tenant, or user of the Authority’s public sanitary system, which is furnished sewage service by the Authority and is responsible for payment of sewage service provided by the Authority.

Section 115: Department of Environmental Protection (DEP)

The Pennsylvania Department of Environmental Protection or its successor agency or where appropriate, the term may also be used as a designation for the Secretary or other duly authorized official of said agency.

Section 116: Direct Discharge

The discharge of treated or untreated wastewater directly to the waters of the Commonwealth of Pennsylvania.

Section 117: Environmental Protection Agency (EPA)

The U.S. Environmental Protection Agency or its successor agency or where appropriate, the term may also be used as a designation for the Administrator or other duly authorized official of said agency.

Section 118: Equivalent Dwelling Unit (EDU)

An Equivalent Dwelling Unit (EDU) with regard to Residential Customers shall be defined as any room, group of rooms or enclosure, occupied or intended for occupancy as separate living quarters for a family or other group of persons living together or by persons living alone.

Section 118.1: Non Residential EDU

In the case of Industrial and Commercial Customers desiring to connect to the Authority's sewer system and for which no water consumption data is available, water usage for the purpose of determining Equivalent Dwelling Units shall be estimated from actual water usage from Pa Code 25 Chapter 73.17, a substantially similar facility or data made available in DEP's Wastewater Facilities Manual and/or technical publications such as "Wastewater Engineering" by Metcalf and Eddy.

A Non Residential Equivalent Dwelling Unit (EDU) with regard to Industrial Customers shall be defined as equal to or less than the average annual residential water consumption used per year at any industrial establishment as computed and reported annually in the Sewer System Annual Report. This amount will change annually as indicated above and reported in the Sewer System Annual Report.

A Non Residential Equivalent Dwelling Unit (EDU) with regard to Commercial Customers shall be defined as, but not limited to, any office, store, shop, restaurant, club tavern, barber or beauty shop, service station, funeral home, motel, hotel, school, carwash, institution, or other similar commercial establishment selling a product or rendering a service, or any religious or fraternal or governmental establishment. In the case of commercial establishments, the definition of an EDU shall be updated annually as part of the Sewer System Annual Report. Each Commercial EDU, even though in a building or complex of buildings, shall be considered a separate EDU even though it may be located in the same building with a residential unit or units or other commercial units. Each Commercial EDU, even though in a building constructed as "flex space" with other Commercial EDUs, shall be considered a separate EDU.

Section 119: Expansion

An increase in hydraulic capacity, including wet weather, organic capacity, or an increase in facilities needed to meet NPDES permit requirements for effluent.

Section 120: FOG (Fats, Oils, and Greases)

Wastes generated from the cooking, processing, or disposal of foods containing triglyceride esters of fatty acids, fats, waxes, free fatty acids, calcium and magnesium soaps, mineral oils, cooking oils, and certain other non-fatty materials.

Section 121: Federal

Of or relating to the central government of the United States of America.

Section 122: Federal Categorical Pretreatment Standard or Federal Pretreatment Standard

Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307 (b) and (c) of the Act (33 U.S.C. 1347) which applies to a specific category of Industrial Users.

Section 123: Garbage

Shall mean solid wastes from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

Section 124: Grab Sample

A sample which is taken from a waste stream on a one-time basis without regard to the flow in the waste stream and without consideration of time.

Section 125: Grease Interceptor

A tank or receptacle designed to collect, retain, and facilitate the separation of oil, grease and fatty substances normally found in kitchen or similar wastes. It is installed in the sewer lateral line between the building or other point of production of the waste and the main sewer. It serves the same purpose as a grease trap, but is much larger in size to accommodate larger volumes of wastewater discharges.

Section 126: Grease Trap

A device for separation of grease from wastewater by flotation so it can be removed from the surface. It is normally installed in the plumbing within a kitchen or other point of production of food.

Section 127: Indirect Discharge

The discharge or the introduction of nondomestic pollutants from any source regulated under Section 307 (b) or (c) of the Act (33 U.S.C. 1317), into the POTW (including holding tank waste discharge into the Authority's treatment system).

Section 128: Industrial Service, Industrial Sewer User, Industrial User

Provision of sewage service for premises where the customer is engaged in manufacturing or process industries. A user with a waste stream consisting of a source of Indirect Discharge which does not constitute a "discharge of pollutants" under regulations issued pursuant to Section 402 of the Act (33 U.S.C. 1342).

Section 129: Industrial Sewer Use Service Agreement

A sewer service agreement or contract between an Industrial User and the Authority pursuant to Article IV of these Rules and Regulations.

Section 130: Industrial Wastes

Any liquid, gaseous or waterborne wastes from industrial processes or establishments as distinct from sanitary sewage.

Section 131: Interference

The inhibition or disruption of the POTW, its treatment processes or operations, or its sludge processes, use or disposal, which is a cause of or significantly contributes to either a violation of any requirement of the POTW's NPDES Permit (including an increase in the magnitude or duration of a violation) or to the prevention of sewage sludge use or disposal by the POTW in accordance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) including Title II more commonly referred to as the Resource Conservation and Recovery Act (RCRA) and including State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the SWDA, the Clean Air Act, and the Toxic Substances Control Act. An Industrial User significantly contributes to such a permit violation or prevention of sludge use or disposal whenever such user:

- A. Discharges a daily pollutant loading in excess of that allowed by the Authority or by the laws or regulations of the Commonwealth of Pennsylvania or the United States of America;
- B. Discharges wastewater which substantially differs in nature or constituents from the user's average discharge; or
- C. Knows or has reason to know that its discharge, alone or in conjunction with discharges from other sources, would result in a POTW permit violation or prevent sewage sludge use or disposal in accordance with the above-cited authorities as they apply to the POTW's selected method of sludge management.

Section 132: Lateral

- A. Pertaining to the side.
- B. A sewer which discharges into a branch or other sewer and has no common sewer tributary to it. Also called building sewer, house connection, house sewer, or sewer lateral.
- C. The pipe, and appurtenances, conveying the wastewater from a building to a publicly owned collection or conveyance system

Section 133: Manager

The person designated by the Western Butler County Authority to supervise the administration and operation of the Publicly Owned Treatment Works and is charged with certain duties and responsibilities by these Rules and Regulations, or the Managers' duly authorized representative.

Section 134: Municipality or Municipalities

One or more of the political subdivisions of the Commonwealth of Pennsylvania serviced by the Authority.

Section 135: National Pollutant Discharge Elimination System (NPDES) Permit

A permit issued pursuant to Section 402 of the Act (33 U.S.C. 1342).

Section 136: National Prohibitive Discharge Standard or Prohibitive Discharge Standard

Any regulation developed under the authority of 307 (b) of the Act and 40 CFR, Section 403.5.

Section 137: New Source

Any source, the construction of which is commenced after the publication of proposed regulations prescribing a Section 307 (c) (33 U.S.C. 1317) Federal Categorical Pretreatment Standard which will be applicable to such source, if such standard is thereafter promulgated within 120 days of proposal in the Federal Register. Where the standard is promulgated later than 120 days after proposal, a new source means any source, the construction of which is commenced after the date of promulgation of the standard.

Section 138: Occupied Building

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.

Section 139: Oil/Water Separator

A device designed to separate gross amounts of oil and suspended solids from wastewater. Intended for use with petroleum hydrocarbons.

Section 140: Owner

The person, firm, corporation or association having an interest as owner, or a person, firm, corporation or association representing themselves to be the owner(s), whether legal or equitable, sole or only partial, in any premises which is, or is about to be furnished sewage service by the Authority,

Section 141: Pass-Through

The discharge of pollutants through the POTW into navigable waters in quantities or concentrations which are a cause of or significantly contribute to a violation of any requirement of the POTW'S NPDES Permit (including an increase in the magnitude or duration of a violation).

Section 142: Person

Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents, or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context.

Section 143: pH

The logarithm to the base 10 of the reciprocal of the hydrogen ion concentration expressed in moles per liter. It shall be determined by one of the acceptable methods described in the Current Edition of "Standard Methods for the Examination of Water and Wastewater".

Section 144: Pollutant

Includes, but is not limited to, any solid, liquid, or gaseous substance that can adversely affect the operations of the Authority. Examples include but are not limited to: dredged spoil, solid waste, incinerator residue, septage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, road dirt and industrial, municipal, and agricultural waste.

Section 145: Pollution

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

Section 146: POTW Treatment Plant

That portion of the POTW that is designed to provide treatment to wastewater.

Section 147: Premise(s)

The property or area including the improvements thereon, to which sewage service is or will be furnished.

- A. A building under one roof, owned or leased or subleased by one customer and occupied as one residence or one place of business; or
- B. A group or combination of buildings owned by one customer, in one common enclosure, occupied by one family or one organization, corporation or firm, as a residence, or place of business, or for manufacturing or industrial purposes, or as a hotel, hospital, church, parochial school, or similar institution, except as otherwise noted herein; or
- C. The one side of a double house having a solid vertical partition wall; or
- D. 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
- E. Each apartment, office or suite of offices, and/or place of business located in a building or group of buildings even though such buildings in a group are interconnected by a tunnel, or passageway, covered area-way, or patio or by some similar means or structure; or
- F. A public building devoted entirely to public use, such as a town hall, school house, fire engine house; or
- G. A single lot, or park or playground; or
- H. Each house in a row of houses; or
- I. Each dwelling unit in a house or building, a dwelling unit being defined as a building or portion thereof with exclusive culinary and sanitary facilities designed for occupancy and used by one person or one family (household); or
- J. Each individual and separate place of business and/or occupancy located in one building or group of buildings commonly designated as shopping centers, supermarket areas, and by such other terms; or
- K. Each dwelling unit in a public housing development owned and operated by the United States of America, a municipal subdivision of the Commonwealth of Pennsylvania, or an agency or instrumentality of the United States or the Commonwealth of Pennsylvania; by a philanthropic foundation or organization or some such similar body or organization; or operated under private ownership.
- L. Each trailer or mobile home;

Each "premise shall be served through a separate premises or building service line except where the Authority determines that physical conditions prevent the installation of separate service facilities.

Section 148: Pretreatment or Treatment

The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration can be obtained by physical, chemical or biological processes; or process changes and other means, except as prohibited by 40CFR Section 403.6(d).

Section 149: Pretreatment Requirements

Any substantive or procedural requirement related to a pretreatment, other than a National Pretreatment Standard imposed on an Industrial User by the United States of America, the Commonwealth of Pennsylvania or any other agency having jurisdiction over pretreatment.

Section 150: Properly Shredded Garbage

The wastes from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch (1/2 in.) in any dimension.

Section 151: Publicly Owned Treatment Works (POTW)

All separate sanitary sewers, all sewage pumping stations, all sewage treatment works, and all other sewage facilities owned, operated, or utilized in any manner by the Municipalities or the Authority for the collection, transportation and treatment of sanitary sewage and industrial wastes, together with their appurtenances, and any additions, extensions, or improvements thereto. It does not include separate storm sewers or culverts which have been constructed for the sole purpose of carrying storm and surface runoff, the discharge from which is not and does not become tributary to the Authority's sewage collection or treatment facilities.

Section 152: Sanitary Sewage

The normal water-carried household and toilet wastes from any structure or facility, including, but not limited to, residences, business buildings, institutions, industries and commercial establishments, exclusive of storm water runoff, surface water, and groundwater.

Section 153: Sanitary Sewer

Means a sewer pipe, appurtenance, or conduit intended to carry only sanitary or sanitary and industrial wastewaters from any structure or facility, including, but not limited to residences, commercial buildings, industrial plants, and institutions and to which storm, surface and groundwaters are not intentionally admitted.

Section 154 Sewage

A combination of water-carried wastes from any structure or facility including but not limited to, residences, business buildings, institutions, and industrial and commercial establishments.

Section 155: Sewage Agency

The term "Sewage Agency" shall mean a municipal subdivision or an authorized representative thereof, and/or an owner, having power to negotiate and enter into an agreement with the Authority relative to the furnishing of sewage service by the Authority.

Section 156: Sewer

A pipe, appurtenance, or conduit for carrying sewage or other waste liquids.

Section 157: Shall/May

Shall is mandatory; May is permissive.

Section 158: Significant Industrial User

Any Industrial User of the Authority's wastewater disposal system who (i) has a discharge flow of 25,000 gallons or more per average work day, or (ii) has in his wastes abnormal industrial wastes or toxic pollutants as defined herein or pursuant to Section 307 of the Act, or (iii) is found by the Authority, the Pennsylvania Department of Environmental Protection, or the U.S. Environmental Protection Agency to have significant impact, either singly or in combination with other contributing industries, on the wastewater treatment system, the quality of sludge, the system's effluent quality, or air emissions generated by the system.

Section 159: Standard Industrial Classification (SIC)

A classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of the Management and Budget, 1972.

Section 160: State

Commonwealth of Pennsylvania.

Section 161: Storm Sewer

A sewer which is intended to carry storm water runoff, surface waters, groundwater drainage, etc., but which is not intended to carry any sanitary sewage or industrial sewage.

Section 162 Storm Water

Any flow of water occurring, during or following any form of natural precipitation and resulting therefrom.

Section 163: Storm Water Runoff

That portion of the rainfall not absorbed by ground cover or earth.

Section 164: Suspended Solids

Solids that either float on the surface or are in suspension in water, sewage, industrial waste, or other liquids, and which are removable by filtration. The quantity of suspended solids shall be determined by one of the acceptable methods described in the current edition of "Standard Methods for the Examination of Water and Wastewater".

Section 165: Tenant

Anyone occupying premises, owned by another person, which are furnished sewage service.

Section 166: Toxic Pollutant

Any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administrator of the Environmental Protection Agency under the provision of the Clean Water Act 307 (a) or other Acts.

Section 167: Treatment Works

Any devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature to implement Section 201 of Public Law 92-500 33 U.S.C., or necessary to recycle or reuse water at the most economical cost over the useful life of the works, including intercepting sewers, outfall sewers, sewage collection systems, pumping, power and other equipment and their appurtenances; extension, improvement, remodeling, additions, and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear water facilities; and any works, including site acquisition of the land that will be an integral part of the treatment process or is used for ultimate disposal of residuals resulting from each treatment; or any other method or system for preventing, reducing, storing, treating, separating, or disposing of municipal waste, including storm water runoff, or industrial waste, including waste in combined stormwater and sanitary sewer systems.

Section 168: Uninhabitable Structure

Any structure, whether residential, commercial, or industrial, that has been damaged by neglect, fire, wind, rain, flood, earthquake, subsidence, or any other natural Act of God to the extent that it cannot be safely occupied for living purposes or the purpose of doing business.

Section 169: Unpolluted Water or Waste

Any water or waste approved by the Pennsylvania Department of Environmental Protection for discharge into a natural watercourse.

Section 170: Upgrade

An increase in the level of treatment provided to improve the quality of the effluent water.

Section 171: Upset

Any exceptional incident in which there is unintentional and temporary noncompliance with Federal Categorical Pretreatment Standards or local standards adopted pursuant to these Rules and Regulations because of factors beyond the reasonable control of the Industrial User. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

Section 172: User

Any person who contributes, causes or permits the contribution of wastewater into the Authority's POTW.

Section 173: Wastewater

The liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, together with any ground water, surface water and storm water that may be present, whether treated or untreated, which enters the POTW.

Section 174: Water Authority or Utility

Any publicly or privately owned duly authorized agency, corporation or organization which is an approved purveyor of the public water supply within the limits of the authority's service area.

Section 175: Watercourse

Any natural or artificial channel in which a flow of water occurs, either continuously or intermittently.

Section 176: Waters of the State

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

Section 177: Abbreviations

The following abbreviations shall have these designated meanings:

BOD	Biochemical Oxygen Demand
BOD5	Five-day Biochemical Oxygen Demand
CBOD	Carbonaceous Biochemical Oxygen Demand
CFR	Code of Federal Regulations
COD	Chemical Oxygen Demand
DEP	Department of Environmental Protection
EDU	Equivalent Domestic (Dwelling) Unit
FOG	Fats, Oils, and Greases (Adopted 9-11-03)
L	Liter
mg	Milligrams
mg/L	Milligrams per Liter
NPDES	National Pollutant Discharge Elimination System
POTW	Publicly Owned Treatment Works
SIC	Standard Industrial Classification
SWDA	Solid Waste Disposal Act, 42 U.S.C. 6901, et. seq.
USC	United States Code
TSS	Total Suspended Solids

ARTICLE II – CONDITIONS OF SERVICE

Section 201: Sewage Service in Accordance with Rates, Rules & Regulations

The Authority will furnish sewage service only, in accordance with the currently prevailing, and as hereafter 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.

Section 202: Authority Right to Alter, Amend, and Repeal

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.

Section 203: Rules for Providing Sewage Service Outside Existing Service Area

The furnishing of sewage service outside the service area limits of the Western Butler County Authority will be done only with the written consent of the Borough of Zelienople, Borough of Harmony, Township of Lancaster and Township of Jackson, Butler County, Pennsylvania and will be limited to premises included under agreements entered into only with Sewage Agencies, except as follows:

- A. The Authority may enter into individual agreements with all agencies of the County of Butler, County of Beaver, the Commonwealth of Pennsylvania, the United States of America, and other governmental bodies and municipal authorities with the written consent of the Borough of Zelienople, Borough of Harmony, Township of Lancaster and Township of Jackson, Butler County, Pennsylvania.

Section 204: Primacy of Municipal Subdivision for Agreements

All agreements executed with a “Sewage Agency” except an agency under Federal or State Regulation shall be subject to approval of the municipal subdivision represented by the agency, in some cases, being the municipal subdivision or an authority created thereby.

Section 205: Refusal of Excessive or Unsatisfactory Sewage Flows

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 therefrom are found or estimated to be excessive and/or the character of the sanitary wastes being, or to be discharged therefrom, is determined to be unsatisfactory by the Authority.

Section 206: Mandatory Connection Requirement and Distance (Existing Structures)

All persons owning property within the Authority’s service area accessible to the public sanitary sewage system, and whose existing occupied building is within one hundred and fifty (150) feet from such sewer system, shall, at their own expense, make connection with the public sanitary sewage system in accordance with the applicable Connection Ordinance in effect for their respective municipality if they are not presently connected.

Section 207: Mandatory Connection Requirement and Distance (New Structures)

All persons owning property within the Authority's service area accessible to the public sanitary sewage system, upon which an occupied building is subsequently erected within one hundred and fifty (150) feet from such sewer system, shall, at their own expense, make connection with the public sanitary sewage system in accordance with the applicable Connection Ordinance in effect for their respective municipality and/or for the Authority's service area.

Section 208: Occupied Buildings within Sewer Extension Mandatory Connection

All persons owning any occupied building within the Authority's service area upon premises which subsequently become accessible to the public sanitary sewage system, and, if said building is within one hundred and fifty (150) feet from such sewer system, shall, at their own expense, make connection with the public sanitary sewage system within the time period stipulated after proper notice to do so has been given in accordance with applicable law. In the case of documented financial hardship, the Authority may defer for a specified time period the issuance of a notice to connect to the public sanitary sewer system.

Section 209: Connection Rules

All connections to the public sanitary sewage system shall be made in accordance with Article IX hereof.

Section 210: No Connection of Vaults, Septic Tanks, Cesspools with Sanitary System

No privy vault, cesspool, septic tank, mine hole or similar receptacle for human excrement shall presently or at any time hereafter be connected with the public sanitary sewage system.

Section 211: Sewage Service Agreements Outside Zelienople, Harmony, Lancaster, Jackson

The Authority, in cases involving service outside the Borough of Zelienople, Borough of Harmony, Township of Lancaster and Township of Jackson will, when authorized in writing by all four municipalities, negotiate with each municipal subdivision in order to effect a comprehensive agreement whereby all premises, excepting those set forth herein or in the said agreement, that are located in the respective municipality. Such agreements may permit sewage service for the respective municipality.

ARTICLE III--EXCLUSION OF STORM WATER RUNOFF

Section 301: Prohibition of Stormwater and Groundwater

The discharge of storm water runoff and groundwater to sanitary sewers is prohibited.

Section 302: Requirement to Remove Stormwater if Connection is Made

All persons connecting to the public sanitary sewage system shall provide adequate means for excluding storm water runoff and groundwater in the event the connection is made to a sanitary sewer.

Section 303: Prohibition of Connection of Sump Pumps or Drains

No person connected to a sanitary sewer shall connect any roof drain, foundation drain, stairwell drain, area drain, or sump pump that pumps ground water or storm water thereto or permit any such drains to remain connected thereto, nor shall said person permit, allow or cause to enter into any sanitary sewer any spring water, groundwater, or surface water from any other source.

Section 304: Allowance of Discharge to Natural Water Courses

The provisions of these Rules and Regulations do not prohibit the present or future discharge of storm water runoff to storm sewers or to natural water courses within the Authority's service area.

Section 305: Right of Authority to Inspect Premises

The Authority reserves the right to enter upon all properties and into all structures receiving sewer service for the purpose of inspecting, observing, measuring, sampling, and testing to ascertain whether or not storm water runoff or groundwater is being discharged to sanitary sewers through sources outlined in Section 303.

ARTICLE IV—GENERAL REQUIREMENTS FOR INDUSTRIAL USE OF SEWAGE SYSTEM

Purpose and Policy

Section 401: Adoption of Rules and Regulations Governing Admission of Industrial Waste

The Board of Directors of the Western Butler County Authority has duly adopted the following Rules and Regulations governing the admission of industrial wastes to the Publicly Owned Treatment Works.

Section 402: Western Butler County Authority – Municipal Authorities Act

The Western Butler County Authority, a body corporate and politic, existing under the laws of the Commonwealth of Pennsylvania, pursuant to the Municipal Authorities Act of 1945, approved May 2, 1945, P.L. 382, as amended, was duly organized by the Borough of Zelienople, Borough of Harmony, Township of Lancaster and Township of Jackson, Butler County, Pennsylvania.

Section 403: Authorization by Law to Operate

The Authority is authorized by law to acquire, hold, construct, improve, maintain and operate sewage transportation and treatment facilities, and to promulgate, issue, publish and enforce rules and regulations governing the use of these facilities, including provisions prohibiting or regulating certain discharges which may be harmful to the facilities as well as to fix, alter, charge and collect rates and other charges in the area served by its facilities.

Section 404: Requirements for Direct and Indirect Contributions of Industrial Wastes

These Rules and Regulations set forth uniform requirements for direct and indirect contributors of industrial wastes into the Publicly Owned Treatment Works, and enable the Authority to comply with all applicable laws of the Commonwealth of Pennsylvania and the United States of America required by the Clean Water Act of 1977 and the General Pretreatment Regulations (40 CFR, Part 403).

Section 405: Objectives of Rules and Regulations Related to Industrial Waste

The basic objectives of these Rules and Regulations are:

- A. To prevent the introduction of pollutants into the municipal wastewater system that will interfere with the operation of the system, jeopardize compliance with NPDES effluent limitations, or contaminate the resulting sludge;
- B. To prevent the introduction of pollutants into the municipal wastewater system which will pass through the system, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the system;
- C. To prevent the introduction of pollutants into the municipal wastewater system which will cause physical damage to the structures of the public sanitary sewage system or cause hazard to those responsible for operations and maintenance of the public sanitary sewage system or to the general public.
- D. To improve the opportunity to recycle and reclaim wastewaters and sludges from the system;
- E. To provide for equitable distributions of the cost of the municipal wastewater system.

Section 406: Purpose of Industrial Service Agreements

These Rules and Regulations provide for the regulation of direct and indirect industrial waste contributors to the municipal wastewater system through a system of service agreements with certain non-domestic users and through enforcement of general requirements for the other users, authorize monitoring and enforcement activities, require user reporting, assume that existing customer's capacity will not be preempted, and provide for the setting of fees for the equitable distribution of costs resulting from the pretreatment program established herein.

Section 407: Agreement to be Bound by Rules and Regulations

These Rules and Regulations shall apply to each person and any political subdivision who, by contract or agreement with the Authority or otherwise, avails himself of sanitary sewer service of any kind from the Authority, and every such person or political subdivision by availing himself of sanitary sewer service of any kind from the Authority agrees to be bound by these Rules and Regulations.

Conflict

Section 408: Conflict with Previous Portions or Parts

Portions of previous Rules and Regulations or parts thereof, adopted by the Authority, which are inconsistent or conflicting with any part of these Rules and Regulations are hereby repealed to the extent of such inconsistency or conflict.

Severability

Section 409: Severability

If any provision, paragraph, word, or section of these Rules and Regulations is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, and sections shall not be affected and shall continue in full force and effect.

ARTICLE V

Section 501: Prohibited Substances in Discharge

No user shall contribute or cause to be contributed directly or indirectly, any pollutants that will pass through the POTW or interfere with the operation or performance of the POTW. These general prohibitions apply to all such users of the POTW whether or not the user is subject to Federal Categorical Pretreatment Standards or any other Federal, State, or local Pretreatment Standards or Requirements. A user may not contribute the substances listed below, but not limited to, into the POTW system:

- A. Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW. At no time shall two successive readings on an explosion hazard meter, at the point of discharge into the system (or at any point in the system) be more than five percent (5%), nor any single reading over ten percent (10%) of the Lower Explosive Limit (LEL). Restricted materials include, but are not limited to, gasoline, kerosene, fuel oil, motor oil, diesel fuel, paint thinner, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, and sulfides and any other substances which the Authority, the DEP or EPA has notified the user is a fire hazard or a hazard to the system.
- B. Any solid or viscous substances which may cause obstruction to the flow in a sewer, cause mechanical action which will destroy the sewer structures, or in the opinion of the Authority may cause other interference with the operation of the POTW including, but not limited to: grease, wax, garbage with particles greater than one-half inch (1/2 in.) in any dimension, animal guts or tissues, manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, construction materials or debris, ashes, cinders, sand, spent lime, cement, stone or marble dust, metal, glass, straw, shavings, grass clippings, leaves, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing wastes.
- C. Any wastewater having a pH outside the limits of 6.0 to 9.0 standard units, or having any other corrosive property which may cause damage or hazard to structures, equipment, or personnel or the POTW. Where the Authority deems it advisable, it may require any person discharging industrial wastes to install and maintain at his own expense, in a manner approved by the Authority, a suitable device to continuously measure and record the pH of the wastes so discharged.
- D. Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the POTW, or exceed the limitation set forth in a Categorical Pretreatment Standard. A toxic pollutant shall include, but not be limited to any pollutant identified pursuant to Section 307 (a) of the Act.
- E. Any noxious or malodorous liquid, gas, or solid which either singly or by interaction with other wastes is, in the opinion of the Authority, sufficient to create a public nuisance, hazard to life or is at a concentration to prevent safe entry into the sewers for their maintenance and repair.
- F. Any substance which may cause the POTW's effluent or any other product of the POTW such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process where the POTW is pursuing a reuse and reclamation program. In no case shall a substance discharged to the POTW cause the POTW to be in noncompliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act; any criteria, guidelines or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or State criteria applicable to the sludge management method being used.

- G. Any substance which will cause the POTW to violate its NPDES and/or State Disposal System Permit or the receiving water quality standards for any receiving stream to which any POTW discharges.
- H. Any wastewater containing dyes, paints, pigments, ink, or other coloring agents which are not removed by the treatment process, and which in the opinion of the Authority will result in a discoloration or other undesirable physical change in the appearance of the receiving stream.
- I. Any wastewater having a temperature which will inhibit biological activity in the POTW treatment plant resulting in interference, but in no case wastewater that causes the temperature of the wastewater at the point of introduction into the POTW treatment plant to exceed 40° C (104° F).
- J. Any pollutants, including oxygen demanding pollutants (BOD, etc.) released at a flow and/or pollutant concentration which a user knows, or has reason to know, will cause interference to the POTW. In no case shall a slug load have a flow rate or contain concentration or quantities of pollutants that exceed for any time period longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration, quantities, or flow during normal operation. Where the Authority deems it advisable, it may require any person discharging industrial wastes to utilize flow equalization or restricted discharge rates to prevent potential slug loading problems, such as in the case of batch discharges.
- K. Any wastewater containing any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Authority in compliance with applicable State or Federal regulations.
- L. Any liquids or wastes containing organic or inorganic suspended solids of such quantity that there is interference with the POTW operation, or that become burdensome to the operation and maintenance of the wastewater treatment plant facilities.
- M. Any waste or water which may contain petroleum hydrocarbons, such as greases, oil and oil sludges from garages, repair shops, machine shops, or industrial establishments, in concentrations in excess of 100 mg/L. However, fats and greases, such as those derived from cooking and food processing, may be discharged to the sewers, provided that the concentration and physical dispersion of the fats and greases does not result in separation and adherence to the sewer structures or appurtenances. If there is evidence of adherence of such materials to said structures, or if such materials cause blockage in the sewer system, then the wastewater carrying such materials must be effectively treated by a process or device, such as a grease trap or interceptor, before its discharge.
- N. Any liquids or wastes containing coal tar, its derivatives and wastes.
- O. Wastes containing more than 10 mg/L of hydrogen sulfide, sulfur dioxide, nitrous oxide, or any of the halogens, except chlorine.
- P. Any fluid, substance, or waste product which results from the hydraulic fracturing process used in the production of natural gas and oil wells.

Section 502: Determination of Interference

When the Authority determines that a user(s) is contributing to the POTW, any of the above enumerated substances in such amounts as to interfere with the operation of the POTW, the Authority shall: (1) advise the user(s) of the impact of the contribution on the POTW; and (2) develop specific effluent limitations(s) for such user to correct the interference with the POTW. In addition, where the Authority deems it advisable, it may require such user to install and maintain at his own expense, in a manner approved by the Authority, a suitable device to continuously measure the concentration of the discharge to the POTW.

Section 503: Maximum Permissible Substance Concentrations

No person shall discharge any wastewaters containing any of the following substances in solution in concentrations exceeding the following maximum permissible concentrations:

Substance	Maximum Permissible Concentration
Sodium Chloride	10,000 mg/L
Sodium Sulfate	1,500 mg/L
Iron	5.0 mg/L
Chromium (Total)	1.60 mg/L
Chromium (Hexavalent)	0.14 mg/L
Cyanide – Total	0.28 mg/L
Cyanide – Amenable to Chlorination	0.14 mg/L
Copper	0.5 mg/L
Zinc	0.124 mg/L
Nickel	1.0 mg/L
Cadmium	0.5 mg/L
Arsenic	0.05 mg/L
Barium	1.0 mg/L
Boron	0.05 mg/L
Phenolics	5.0 mg/L
Lead	0.5 mg/L
Silver	0.05 mg/L
Mercury	0.10 mg/L
Selenium	0.05 mg/L
Manganese	5.00 mg/L
Magnesium	10.00 mg/L
Aluminum	15.00 mg/L
Cresol	5.00 mg/L
Total Suspended Solids	200 mg/L
BOD ₅	200 mg/L
Phosphorous	5 mg/L
Ammonia-Nitrogen	20 mg/L
Fats/Oils/Grease	100 mg/L
Molybdenum	Shall be determined after headworks analysis

or any other elements which will, in the opinion of the Authority, damage collection facilities or otherwise be detrimental to the treatment processes. The limits set forth above may be amended from time to time as deemed necessary by the Authority to protect the facilities and ensure the POTW's compliance with applicable NPDES Permit conditions and water quality standards.

Section 504: Disclaimer Statement Between Authority and Industrial Users

No statement contained in these Rules and Regulations shall be construed as prohibiting any special agreement or arrangement between the Authority and any person or Industrial User whereby an industrial waste of unusual strength or character may be discharged to the POTW by the user, provided the objectives of the General Pretreatment Regulations and the provisions of these Rules and Regulations are fulfilled. Similar to any other

requirements imposed under the Rules and Regulations, the provisions of any such special agreement will be superseded by any more stringent requirements of any applicable Federal Categorical Pretreatment Standard.

Section 505 Determination of Governing Rules for Pretreatment Standards

Upon the promulgation of the Federal Categorical Pre-treatment Standard for a particular industrial subcategory, the Federal Standard, if more stringent than limitations imposed under these Rules and Regulations for sources in that subcategory, shall immediately supersede the limitations imposed under these Rules and Regulations. The Authority shall notify all affected users of the applicable Federal Standards and the applicable reporting requirements under 40 CFR, Section 403.12, such as the Baseline Monitoring Report.

Section 506: Request Modification or Reduction of Federal Pretreatment Standard Limits

Where the Authority's wastewater treatment system achieves consistent removal of pollutants limited by Federal Pretreatment Standards, the Authority may apply to the Approval Authority for modification of specific limits in the Federal Pretreatment Standards. "Removal" shall mean a reduction in the amount of a pollutant or an alteration of the nature of a pollutant in the influent to the POTW to a less toxic or harmless state in the effluent. Consistent removal shall mean the average of the lowest 50 percent of the removals measured according to the procedures set forth in Section 403.7 (d) (2) of Title 40 of the Code of Federal Regulations. Part 403 – "General Pretreatment Regulations for Existing and New Sources of Pollution" promulgated pursuant to the Act. The authority may modify pollutant discharge limits in the Federal Pretreatment Standards if the requirements contained in 40 CFR, Part 403, Section 403.7, are fulfilled and prior approval from the Approval Authority is obtained.

Section 507: State Limitations for Discharges

State requirements and limitations on discharges shall apply in any case where they are more stringent than federal requirements and limitations or those imposed under these Rules and Regulations.

Section 508: Right of Authority to Establish Supplemental Rules & Regulations for Discharges

The Authority reserves the right to establish by supplemental Rules and Regulations more stringent limitations or requirements on discharges to the POTW if deemed necessary.

Section 509: Dilution Not Permitted as Treatment

No user shall ever increase the use of process water or cooling water or, in any way, attempt to dilute discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the Federal Categorical Pretreatment Standards, or in any other specific pollutant limitation developed by the Authority or State.

Section 510: Requirement of Written Plan & Responsibility to Safeguard Against Discharges

Each user shall provide protection from accidental discharge of prohibited materials or other substances regulated by these Rules and Regulations. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner or user's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the Authority for review, and shall be approved by the Authority before construction of the facility. All existing users shall complete and submit a plan within 90 days after the effective date of these Rules and Regulations. No user who commences contribution to the POTW after the effective date of these Rules and Regulations shall be permitted to introduce pollutants into the system until

accidental discharge procedures have been approved by the Authority. Review and approval of such plans and operating procedures shall not relieve the Industrial User from the responsibility to modify the user's facility as necessary to meet the requirements of these Rules and Regulations. In the case of an accidental discharge, it is the responsibility of the user to immediately telephone and notify the POTW of the incident. The notification shall include location of discharge, type of waste, durations of discharge, concentration and volume, and corrective actions.

Section 511: Accidental Discharge Follow Up Requirements

Within five (5) days following an accidental discharge, the user shall submit to the Authority a detailed written report describing the cause of the discharge and the occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed by these Rules and Regulations or other applicable law.

Section 512: Posting Requirements for Notification of a Dangerous Discharge

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

Section 513: Existing Industrial Customers, Industrial Sewer User Agreement Requirement

It shall be unlawful for any existing Industrial User within the Authority's sewer service area to discharge any wastewater to the POTW without entering into an Industrial Sewer Use Service Agreement with the Authority in accordance with the provisions of these Rules and Regulations.

Section 514: Proposed or New Industrial Customers, Agreement Requirement

All Industrial Users proposing to connect to or to contribute to the Authority's POTW must enter into an Industrial Sewer Use Service Agreement with the Authority before connecting to or contributing to the POTW.

Section 515: Application Rules, Fees & Requirements, Industrial Service Agreement

Users required to enter into an Industrial Sewer Use Service Agreement must first complete and file with the Authority, an application to discharge industrial wastes, in the form prescribed by the Authority, and accompanied by a non-refundable application fee of \$1,000, as may be revised by the Authority. Under the provisions of Section 406 of these Rules and Regulations, the Authority reserves the right to assess additional charges and fees to cover any reasonable costs incurred by the Authority in reviewing and processing the application to discharge industrial wastes. Existing Industrial Users shall submit an application within 60 days after written notification from the Authority that the user must enter into an Industrial Sewer Use Service Agreement. Proposed new users shall submit an application at least 60 days prior to connecting to or contributing to the POTW. In support of the application to discharge industrial wastes, the user shall submit, in units and terms appropriate for evaluation, the following information whenever possible:

- A. Name, address, and location of facility (if different from the mailing address);

- B. SIC number according to the Standard Industrial Classification Manual, Bureau of the Budget, 1972, as amended;
- C. Wastewater constituents and characteristics including but not limited to those mentioned in Article V, Sections 501, 502 and 503 of these Rules and Regulations as determined by a reliable analytical laboratory; sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to Section 304 (g) of the Act and contained in 40 CFR, Part 136, as amended;
- D. Time and duration of contribution;
- E. Average daily and thirty (30) minute peak wastewater flow rates, including daily, monthly, and seasonal variations, if any;
- F. Site plans, floor plans, mechanical and plumbing plans or sketches to approximate scale and sufficient detail to show all sewers, sewer connections, and appurtenances by the size, location and elevation;
- G. Description of activities, facilities and plant processes on the premises including a list of all toxic pollutants prohibited or regulated by these Rules and Regulations which are or could potentially be discharged to the POTW;
- H. Where known, the nature and concentration of any pollutants in the discharge which are limited by any Authority, State of Federal Pretreatment Standards, and a statement regarding whether or not the pretreatment standards are being met on a consistent basis and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required for the user to meet applicable Pretreatment Standards;
- I. If additional pretreatment and/or operation and maintenance procedures will be required to meet the Pretreatment Standards, the user shall submit the shortest schedule by which the user will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard:

The following conditions shall apply to this schedule:

- 1. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable Pretreatment Standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).
 - 2. No increment referred to in paragraph (1) above shall exceed nine months.
 - 3. No later than fourteen (14) days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the Authority including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the user to return the construction to the schedule established. In no event shall more than nine months elapse between such progress reports to the Authority.
- J. Each product produced by type, amount, process or processes and rate of production;
 - K. Type and amount of raw materials processed (average and maximum per day);
 - L. Number of employees and hours of operation of plant and proposed or actual hours of operation and pretreatment system;
 - M. Any other information as may be deemed by the Authority to be necessary to evaluate the application.

Section 516: Review Period for Industrial Sewer Use Service Agreement

The Manager of the Authority shall review the application for completeness within 60 days of its receipt and notify the applicant in writing as to whether the application is considered complete or incomplete. If the application is incomplete, the Manager shall specify the additional information that is required to complete the application and a date for submitting the necessary information. After an application is completed, the Manager may still request additional information but only to clarify, modify or supplement the previously submitted material. If the Manager deems it necessary, a site visit may be scheduled with the applicant to assist the Manager in evaluating the application. Failure or refusal to correct deficiencies in the application within a reasonable time schedule may be cause for denial of an Industrial Sewer Use Service Agreement and appropriate enforcement action as per Article VI of these Rules and Regulations.

Section 517: Issuance of Industrial Sewer Use Service Agreement

The Manager shall issue a draft Industrial Sewer Use Service Agreement or notice of intent to deny a Service Agreement within 60 days after receipt of the completed application. The applicant shall be given a 30-day period to review and comment on the proposed Service Agreement or denial action. Upon request, the Manager shall schedule an informal meeting with the applicant to review the draft Service Agreement or proposed denial action. In the event that the applicant and the Manager cannot come to an agreement on the draft Service Agreement or denial action, the applicant may request a formal meeting before the Authority to appeal the denial action or specific provisions of the draft Service Agreement. A request for an appeal must be submitted in writing to the Authority within 30 days after the informal meeting with the Manager.

The request shall clearly state the specific action or provision(s) being appealed and the grounds for the appeal. Within thirty (30) days after the close of the applicant's review period or the appeal meeting, the Authority shall issue a final Industrial Sewer Use Service Agreement for execution or a formal denial of permission to discharge the proposed industrial wastes.

Section 518: Baseline Monitoring Reporting for Industrial Sewer Use Service Agreement

Within nine (9) months of the promulgation of a Federal Categorical Pretreatment Standard, the Industrial Sewer Use Service Agreement of users subject to such standards shall be revised to require compliance with such standard within the time frame prescribed by such standard. Within one hundred eighty (180) days after the effective date of the applicable Federal Categorical Pretreatment Standard, any user which has not previously submitted an application to discharge industrial wastes, as required by Section 515 of these Rules and Regulations, shall submit to the Authority an application to discharge industrial wastes together with a Baseline Monitoring Report as required by 40 CFR, Part 403, Section 403.12 (b). Within 180 days after the effective date of the applicable Federal Categorical Standard, any user with an existing Industrial Sewer Use Service Agreement shall submit to the Authority a Baseline Monitoring Report including the information required by Section 403 (H) and (I) of these Rules and Regulations.

Section 519: Structure of Industrial Sewer Use Service Agreement

Industrial Sewer Use Service Agreements shall be expressly subject to all provisions of these Rules and Regulations and all other applicable regulations, user charges and fees established by the Authority. Service Agreements may contain the following requirements:

- A. Unit charges or a schedule of user charges and fees for the wastewater to be discharged to the POTW;
- B. Limits on the average and maximum wastewater constituents and characteristics;

- C. Limits on average and maximum rate and time of discharge or requirements for flow regulations and equalization;
- D. Requirements for installation and maintenance of inspection and sampling facilities;
- E. Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule;
- F. Compliance schedule;
- G. Requirements for submission of technical reports or discharge reports (see Section 523 of these Rules and Regulations);
- H. Requirements for maintaining and retaining plant records relating to the wastewater discharge as specified by the Authority, and affording the Authority access thereto;
- I. Requirements for notification of the Authority of any new introduction of wastewater pollutants or any substantial change in the volume or character of the wastewater pollutants being introduced into the POTW;
- J. Requirements for notification of slug or accidental discharges as per Section 510 of these Rules and Regulations;
- K. Other conditions as deemed appropriate by the Authority to ensure compliance with these Rules and Regulations.

Section 520: Effective Time Period Industrial Sewer Use Service Agreement

Industrial Sewer Use Service Agreements shall be issued for a specified time period, not to exceed five (5) years. A Service Agreement may be issued for a period less than a year or may be stated to expire on a specific date. The terms and conditions of the Service Agreement may be subject to modification by the Authority during the term of the service agreement if the limitations or requirements identified in Article V are modified or other just cause exists. The user shall be informed of any proposed changes in his Service Agreement at least thirty (30) days prior to the effective date of the change. Any changes or new conditions in the Service Agreement shall include a reasonable time schedule for compliance.

Section 521: Renewal Period Requirements for Industrial Sewer Use Service Agreement

A user with a currently effective Service Agreement shall submit a renewal application to the Authority at least one hundred eighty (180) days before the expiration date of the existing Service Agreement unless permission for a later date has been granted by the Manager. The terms and conditions of the existing Service Agreement shall remain fully effective and enforceable until the effective date of a new Service Agreement, provided the Industrial User has properly submitted a complete application for renewal of the Service Agreement within the specified time period, and the Authority has not terminated the existing Service Agreement or denied the renewal in accordance with the provisions of these Rules and Regulations.

Section 522: No Transfer Between Customers of Industrial Sewer Use Service Agreement

Industrial Sewer Use Service Agreements are executed between the Authority and a specific Industrial User for a specific operation. A Service Agreement shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation without the approval of the Authority. Any succeeding owner or user shall also comply with the terms and conditions of the existing Service Agreement until such time that a new Service Agreement is executed between the Authority and the new owner or user.

Section 523: Pretreatment Standards & Requirements

Within ninety (90) days following the date for final compliance with applicable Pretreatment Standards or, in the case of a New Source, following commencement of the introduction of wastewater into the POTW, any user subject to Pretreatment Standards and Requirements shall submit to the Authority a report indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by Pretreatment Standards and Requirements and the average and maximum daily flow for these process units in the user facility which are limited by such Pretreatment Standards or Requirements. The report shall state whether the applicable Pretreatment Standards or Requirements are being met on a consistent basis and, if not, what additional operational and maintenance procedures and/or pretreatment is necessary to bring the user into compliance with the applicable Pretreatment Standards or Requirements. This statement shall be signed by an Authorized Representative of the Industrial User, and certified to by a qualified professional.

- A. Any user subject to a Pretreatment Standard, after the compliance date of such Pretreatment Standard, or, in the case of a New Source, after commencement of the discharge into the POTW, shall submit to the Authority during the months of April, July, October, and January, unless required more frequently in the Pretreatment Standard or by the Authority, a report indicating the nature and concentration of pollutants in the effluent which are limited by such Pretreatment Standards. In addition, this report shall include a record of all daily flows which during the reporting period exceeded the average daily flow reported under Section 515 (E). At the discretion of the Authority and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the Authority may agree to alter the months during which the above reports must be submitted.
- B. The Authority may impose mass limitations on users which are using dilution to meet applicable Pretreatment Standards or Requirements or in other cases where the imposition of mass limitations are appropriate. In such cases, the report required by Section 523 (A) shall indicate the mass of pollutants regulated by Pretreatment Standards in the effluent of the user. These reports shall contain the results of sampling and analysis of the discharge, including the flow and the nature and concentration, or production and mass where requested by the Authority, of pollutants contained therein which are limited by the applicable Pretreatment Standards. The frequency of monitoring shall be prescribed in the applicable Pretreatment Standard.

All analysis shall be performed in accordance with procedures established by the EPA pursuant to Section 304 (g) of the Act and contained in 40 CFR, Part 136 and amendments thereto or with any other test procedures approved by the EPA. Sampling shall be performed in accordance with the techniques approved by the EPA.

(Comment: Where 40 CFR, Part 136 does not include a sampling or analytical technique for the pollutant in question, sampling and analysis shall be performed in accordance with the procedures set forth in the EPA publication, Sampling and Analysis Procedures for Screening of Industrial Effluents for Priority Pollutants, April, 1977, and amendments thereto, or with any other sampling and analytical procedures approved by the EPA.)

Section 524: Monitoring Facility Requirements for Industrial Sewer Use Service Agreement

When required by the Authority as a condition of the Service Agreement, an Industrial User shall install a suitable manhole or manholes on his connecting sewer or sewers to facilitate observation, sampling and measurement of the combined flow of wastes from his premises. Alternate monitoring facilities or arrangements may be acceptable to the Authority under certain conditions and will be considered on a case-by-case basis. Such manhole or manholes shall be accessible and safely located and shall be constructed in accordance with plans approved by the Authority. The monitoring facilities shall be installed by the Owner at his expense and shall be maintained by him so as to be safe and accessible to the Authority or its authorized representative at all times.

Section 525: Safety and Maintenance of Monitoring Facilities

There shall be ample room in or near such sampling manhole or monitoring facility to allow accurate sampling and preparation of samples for analysis. The monitoring facilities that the user is required to install shall be maintained at all times in a safe and proper operating condition at the expense of the user.

Section 526: Standards and Specifications of Monitoring Facilities

Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the Authority's requirements and all applicable local construction standards and specifications. Construction shall be completed within one hundred eighty (180) days following written notification by the Authority.

Section 527: Inspection and Accessibility Requirements for Monitoring Facilities

The Authority shall inspect the facilities of any user to ascertain whether the purpose of these Rules and Regulations is being met and all requirements are being complied with. Persons or occupants of premises where wastewater is created or discharged shall allow the Authority or their representative(s) ready access at all reasonable times to all parts of the premises necessary for the purpose of inspection, sampling, records examination or in the performance of any of their duties. The Authority and the Approval Authority shall have the right to set up on the user's property such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards such that upon presentation of suitable identification personnel from the Authority, designated representatives of the Authority, and/or the Approval Authority will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

Section 528: Pretreatment Facilities, Rules & Review

Users shall provide necessary wastewater treatment as required to comply with these Rules and Regulations and shall achieve compliance with all Federal Categorical Pretreatment Standards within the time limitations as specified by the Federal Pretreatment Regulations. Any facilities required to pretreat wastewater to a level acceptable to the Authority shall be provided, operated, and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the Authority for review, and shall be acceptable to the Authority before construction of the facility. The review and approval of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the Authority under the provisions of these Rules and Regulations. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the Authority prior to the user's initiation of the changes.

Section 529: Publication of Violation of Required Pretreatment Standards

The Authority shall annually publish in the area's largest daily newspaper a list of the users which, during the previous twelve (12) months, were significantly violating applicable Pretreatment Requirements or Standards. For the purpose of this section, a significant violation is any violation which remains uncorrected forty-five (45) days after notification of noncompliance; or which resulted in the POTW exercising its emergency authority under Section 537 of Article V. The notification shall also summarize any enforcement actions taken against the user(s) during the same twelve (12) months.

Section 530: Record Availability

All records relating to compliance with Pretreatment Standards shall be made available to officials of the EPA or Pennsylvania DEP upon request.

Section 531: Availability of Confidential Information to General Public

Information and data on a user obtained from reports, questionnaires, applications, service agreements and monitoring programs and from inspections shall be available to the public or other governmental agency without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the Authority that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user.

Section 532: Availability of Confidential Information to Governmental Agencies

When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the general public but shall be made available upon written request to governmental agencies for uses related to these Rules and Regulations, the Authority's National Pollutant Discharge Elimination System (NPDES) Permit, and/or the State Disposal System provided, however, that such portions of a report shall be available for use by the State or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.

Section 533: Notification Procedures for Release of Confidential Information

Information accepted by the Authority as confidential, shall not be transmitted to any governmental agency by the Authority until and unless a ten (10) day notification is given to the user.

Section 534: Record Retention Requirements

All users subject to these Rules and Regulations shall retain and preserve for no less than three (3) years any records, books, documents, memoranda, reports, correspondence and any and all summaries thereof, relating to monitoring, sampling and chemical analyses made by or on behalf of a user in connection with its discharge.

All records which pertain to matters which are the subject of enforcement or litigation activities brought by the Authority or Sewage Agency pursuant hereto shall be retained and preserved by the user until all enforcement activities have concluded and all periods of litigation have expired.

Section 535: Article V Purpose

The purpose of this Article is to provide for the recovery of costs from Industrial Users of the Authority's wastewater disposal system for the implementation of the pretreatment program established herein. The applicable charges or fees shall be set forth in the Authority's Schedule of Charges and Fees.

Section 536: Fees Related to Pretreatment Program and Industrial Wastes

The Authority has adopted charges and fees which include:

- A. fees for reimbursement of the costs of setting up and operating the Authority's Pretreatment Program shall equal fees incurred;
- B. fees for compliance monitoring, inspections, laboratory testing, and surveillance procedures shall equal fees incurred;
- C. fees for reviewing accidental discharge procedures and construction shall equal fees incurred;
- D. fees for applications to discharge industrial wastes shall equal a non-refundable fee of \$1,000 per application;
- E. fees for filing appeals shall equal fees incurred;
- F. fees for consistent removal (by the Authority's POTW) of pollutants otherwise subject to Federal Pretreatment standards;
- G. other fees as the Authority may deem necessary to carry out the requirements contained herein.

These fees relate solely to the matters covered by these Rules and Regulations and are separate from all other fees chargeable by the Authority under the Sewer System Rules and Regulations.

Section 537: Authority of Manager to Prevent a Dangerous Discharge

The Manager of the Authority may, upon informal notice to an Industrial User, order the user to immediately halt or prevent a discharge to the POTW which, in the opinion of the Manager, reasonably appears to present an imminent endangerment to the health or welfare of persons. For the purpose of this Section, informal notice to an Industrial User may be issued by a telephone call, an on-site inspection/visit, a cease and desist order, or any combination of these methods.

Section 538: Results of Non-Compliance to Halt a Discharge

In the event that an Industrial User should fail to voluntarily comply with an emergency order to immediately halt or prevent a discharge to the POTW, the Manager shall take whatever action deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW or the endangerment of any individuals. The costs associated with any such emergency action shall be assessed to the Industrial User, and the Authority shall not be responsible for any damages, including loss of income, as a result of such emergency action.

Section 539: Final Release of Halted Discharge and Required Follow Up

The Authority shall authorize permission to resume a discharge that has been halted under the emergency action provisions of Section 537 upon satisfactory proof that the imminent danger has been eliminated.

Within fifteen (15) days after the date of any such emergency action, the Industrial User shall submit to the Authority a detailed written statement describing the cause or causes of the harmful contribution that necessitated the emergency action, and the measures that will be taken to prevent any future occurrence of the incident.

Section 540: Applicability to all Industrial Users

The conditions and requirements of these Rules and Regulations are applicable to all Industrial Users and shall be incorporated into the user's Service Agreement either expressly or by reference. The Industrial User has a duty to comply with all of the conditions of these Rules and Regulations. Any noncompliance constitutes a violation of the Rules and Regulations and is subject to appropriate enforcement action including, but not limited to, termination of

the user's Service Agreement or denial of a renewal application in accordance with the provisions of these Rules and Regulations.

Section 541: Causes for Termination of Industrial Agreement and Suspension of Service

The Authority may terminate an Industrial User's Service Agreement and suspend wastewater treatment service, or deny a renewal application, for any of the following causes:

- A. Determination by the Authority that the discharge presents or may present and endangerment to the environment or which threatens to interfere with the operation of the POTW;
- B. Failure of the user to disclose fully all relevant facts during the application process, or the user's misrepresentation of any relevant facts at any time;
- C. Falsifying monitoring or compliance reports, or tampering with or knowingly rendering inaccurate any monitoring device or method required to be maintained as a condition of the user's Service Agreement;
- D. Refusal of reasonable access to the user's premises for the purpose of inspection or monitoring; and
- E. Willful and knowing failure to comply with any conditions of the user's Service Agreement or these Rules and Regulations.

Section 542: Possible Harmful Discharge, Non-Emergency Situation Procedures

In the event of a nonemergency situation, where the Authority has determined that a user's discharge presents or may present a threat to the environment or the operation of the POTW, or where termination of a user's Service Agreement is warranted as an enforcement action; the Authority shall, after formal written notification to the affected user and provision of ample opportunity for the user to respond, require the user to halt or prevent the discharge.

Section 543: Notification of Violation of Agreement

Whenever the Authority determines that an Industrial User has violated or is violating any prohibitions, limitations or requirements of the user's Service Agreement or these Rules and Regulations, the Authority may issue by certified mail a formal written notification stating the nature of the violation. The user shall be afforded a minimum period of thirty (30) days after the receipt of the notification of violation within which to correct the deficiency or violation, or to submit to the Authority a proposed corrective action plan and schedule for correcting the violation.

Section 544: Procedural Violations, Corrective Action & Review

In the case of procedural violations, an Industrial User may correct the violation by fulfilling the duties or requirements that are deficient. The Authority shall review the corrective action taken by the user to determine whether or not the violation has been adequately corrected. Failure to correct a violation within a reasonable time period may result in further enforcement action.

Section 545: Discharge Violations, Corrective Action Plan & Review

In the case of discharge violations, the Industrial User may correct the violation by process modifications or implementing appropriate pretreatment technology. The Authority shall review the proposed corrective action plan and schedule submitted by the user to determine whether or not the plan is adequate to correct the violation and consistent with the objectives of any applicable Federal Pretreatment Standards and the General Pretreatment

Regulations. The Authority may require modifications to the plan and schedule, including the submission of interim progress reports, to verify correction of the violation within an appropriate compliance schedule. The Authority may modify the user's Service Agreement to incorporate a reasonable schedule of compliance to implement an acceptable corrective action plan.

Section 546: Notification to Industrial Users of Enforcement Action Including Termination

Except in the case of emergency situations subject to the provisions of Section 537 of these Rules and Regulations, whenever the Authority deems it necessary to take enforcement action, including termination of the user's Service Agreement, under the provisions of these Rules and Regulations, the Authority may issue the affected user a formal written notification of the proposed enforcement action by certified mail. Such notice shall state the basis for the proposed action and the reasons for the Authority's tentative action.

Section 547: Appeals Process to Enforcement Action

The Industrial User shall be afforded a minimum period of thirty (30) days within which to comment on the proposed action and to submit to the Authority a written request for a meeting with the Authority to appeal the proposed action. All requests for an appeal meeting shall clearly state the specific action or provision(s) of the proposed action that is being appealed, and the grounds upon which the appeal is based.

Any supporting evidence that is relevant to the appeal must also be submitted with the request for appeal. The Authority may deny the appeal request on the basis of insufficient grounds, or may schedule a meeting for the user to present the appeal to the Authority. As soon as practicable after the conclusion of the review period or the appeal meeting, the Authority shall issue to the user a formal written notification of the intended enforcement action and their conclusions.

Section 548: Rules and Procedures for Proof of an Upset

Under the conditions specified in Section 403.16 of the Federal General Pretreatment Regulations for Existing and New Sources of Pollution (40 CFR, Part 403), an upset shall constitute an affirmative defense to an enforcement action for noncompliance with either Federal Categorical Standards or local standards adopted pursuant to these Rules and Regulations. Any Industrial User seeking to establish the occurrence of an upset shall have the burden of proof to demonstrate that the conditions necessary for an upset according to the General Pretreatment Regulations have been met.

Section 549: Hearings Regarding Termination of User's Service Agreement

In certain cases, such as those involving termination of a user's Service Agreement, the Authority may order a user to show cause before the Authority why the proposed enforcement action should not be taken. A notice shall be served on the user specifying the time and place of a hearing to be held by the Authority regarding the violation, the reasons why the action is to be taken, the proposed enforcement action, and directing the user to show cause before the Authority why the proposed enforcement action should not be taken.

The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days before the hearing. Service may be made on any agent or officer of a corporation.

Section 550: Conducting of Hearings, Arbitrator or Authority

The Authority may itself conduct the hearing and take evidence, or may designate any of its members, or in conjunction with the affected user and the Authority may designate an arbitrator or board of arbitration to:

- A. Issue in the name of the Authority notices of hearing requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings;
- B. Take the evidence;
- C. Transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the Authority for action thereon.

Section 551: Recorded Testimony Under Oath

At any hearing held pursuant to these Rules and Regulations, testimony taken must be under oath and recorded stenographically. The transcript, so recorded, will be made available to any member of the public or any party to the hearing upon payment of the usual charges thereof.

Section 552: Orders Resulting from Evidence of Hearing

After the Authority has reviewed the evidence, it may issue an order to the user responsible for discharge directing that, following a specified time period, the sewer service be discontinued unless adequate treatment facilities, devices or other related appurtenances shall have been installed on existing treatment facilities, devices or other related appurtenances and are properly operated. Further orders and directives as are necessary and appropriate may be issued.

Section 553: Legal Action Resulting from a Discharge in Violation of the Rules and Regulations

If any person discharges sewage, industrial wastes or other wastes into the Authority's POTW contrary to the provisions of these Rules and Regulations, Federal or State Pretreatment Requirements or any order of the Authority, the Authority's solicitor may commence an action for appropriate legal and/or equitable relief in the Court of Common Pleas of the appropriate county or the United States District Court for the Western District of Pennsylvania; or such other forum which has jurisdiction.

Section 554: Criminal Penalties Resulting from Violation of an Order

Any user who is found to have violated an order of the Authority or who willfully or negligently fails to comply with any provision of these Rules and Regulations or the orders, rules, regulations, and Service Agreement issued hereunder by the Authority, shall be subject to criminal penalties in accordance with the provisions of the local ordinance adopted by the Sewage Agency or Municipality within which the user's facility is located. A violating user shall be subject to fines, costs of prosecution, and even imprisonment for not more than thirty (30) days each offense. Each day's continuation of a violation shall constitute a separate offense. In addition to the penalties recommended herein, the local Municipality shall be able to recover court costs, court reporters' fees and any other expense of litigation by appropriate suit at law against the person found to have violated the provisions of these Rules and Regulations.

Section 555: Criminal Penalties Resulting from Various Acts Against the Rules and Regulations

Any person who knowingly makes any false statement, representation or certification in any application, record, report, plan or other document filed or required to be maintained under these Rules and Regulations, or who falsifies,

tampers with, or knowingly renders inaccurate any monitoring device or method required under these Rules and Regulations shall be subject to criminal penalties in accordance with the provisions of the local ordinance adopted by the Sewage Agency or Municipality within appropriate jurisdiction. A penalty of not more than three hundred dollars (\$300) and costs of prosecution, and in default of payment of fine and costs, to undergo imprisonment for not more than thirty (30) days is the recommended penalty for each offense. In addition to the penalties recommended herein, the local Municipality shall be able to recover court costs, court reporters' fees and any other expense of litigation by appropriate suit at law against the person found to have violated the provisions of these Rules and Regulations.

Section 556: Liability for Expenses Resulting from Violations

Any user violating any of the provisions of these Rules and Regulations or who discharges or causes a discharge which produces a deposit or obstruction or otherwise causes damage to or impairs the operation of the Authority's POTW shall be liable to the Authority for any expenses, losses, or damages caused by such violation or discharge. The Authority shall bill the user for the costs incurred by the Authority for any cleaning, repair or replacement work caused by the violation or discharge. Refusal to pay the assessed costs shall constitute a violation of these Rules and Regulations and shall be subject to further enforcement action according to the provisions of these Rules and Regulations.

Section 557: Liens Resulting from Delinquent Payments

Each sewage collection transportation and treatment charge, surcharge and penalty imposed by the Sewage Rate Resolution of the Authority or any charges, fees, surcharges or penalties assessed by the Authority according to Article V of these Rules and Regulations shall be a debt due the Authority and shall be a lien on the property served, and if not paid within the period prescribed in the Sewage Rate Resolution after the date of the bill shall be deemed delinquent. In such event, the Authority shall proceed to file a lien in the office of the Prothonotary of Butler County and collect the same in the manner provided by law for filing and collection of municipal claims.

Section 558: Termination of Water Service Due to Sewer Delinquency

In the event of failure to pay any sewer user charges, fees, surcharge or penalty after they become delinquent, the Authority may also authorize the appropriate personnel to shut off water service to said property and to take such steps as may be necessary to accomplish such shut off. The expense of restoring any service, shall likewise be a debt due the Authority and a lien on the property served, and may be filed and collected as hereinabove provided. Each sewage service shall not be restored until all sewer user charges, surcharges and penalties, including the expense of removal, closing and restoration shall have been paid or adequate provisions for their payment shall have been made.

ARTICLE VI—BILLS AND PAYMENT

Section 601: Statement of Charges

There is imposed upon the owners of, or the users of water in or on, all properties served by the public sanitary sewage system, sewer user charges for the use of said system, payable in the amounts and as provided in the most current Sewer Rate Resolution heretofore adopted by the Authority and as it is hereinafter from time to time amended and modified. Said owners and users will be jointly and severally liable for the payment of said sewer user charges, and the penalties and interest therein prescribed for delinquent payments thereof.

Section 602: Billing Period, Due Dates, Delinquent Payments

The Authority will bill monthly, or quarterly at its option, and bills will be rendered as soon as practicable at the end of the billing period.

All bills are due and payable as shown on the bill received by the customer, and shall be subject to a penalty of ten percent (10%) if not paid when due. If the charge and penalty have not been paid within sixty (60) days of the due date, interest shall accrue at the rate of one percent (1%) per month or any fraction thereof until paid in full. Acceptance or remittance of bills on the last day of the due date shall be determined as evidenced by the date the bill is received at the Authority office. If the last day of the period falls on a holiday, then payment can be accepted the next business day.

A delinquent notice may be served by mail, telephone call, or in person to the effect that, unless the bill is paid within ten (10) days from the end of the pay period, collection efforts will be initiated, which would include any or all of the following: water shut-off, filing of a municipal property lien, and/or property sheriff sale.

Section 603: Payment Locations, Fixed Minimum Charges, Temporary Service Charges

All bills are payable at the Offices of the Authority or any pay agency of the Authority.

All bills for services furnished by the Authority will be based on the most current published Rate Schedule of the Authority.

Each equivalent dwelling unit will be subject to a fixed minimum monthly or quarterly charge. Such minimum charge shall be nonabatable for nonuse of water and noncumulative against subsequent use. In the case of fractional bills covering less than a full billing period, charges and allowances of water shall be prorated.

The charges for temporary service and other miscellaneous services shall be as set forth elsewhere herein and/or in the Rate Schedule and/or by special and separate agreement with a customer or group of customers.

Section 604: Additional Water Meter for Alternate Sources, Flat Rate Option

Private water sources will be metered at no cost to the owner, except in the case of deduct meters. In the event a water meter is not installed, the customer will be billed according to PA Code 73.17. In the case of damage to Authority meters by property owners or users, or the removal of Authority meters by property owners or users, the cost of repair or replacement, as the case may be, shall be added to the monthly bill of said property owner or user of or collection as part of the cost of providing sewage service to said property.

Section 605: Process to Request a Reduction, Deduct Meter Responsibility

When water usage is used as the basis of charges, then any person requesting consideration for a reduction of the amount of the sewer charges because of water not entering the public sanitary sewage system will need to install a deduct meter. The cost, installation, setup, and coordination with the Authority is the responsibility of the homeowner, or their contractor. The Authority will acquire deduct meter reads on a monthly basis. The cost of furnishing, installing and maintaining any meters other than those utilized to measure water purchased from the Public Water Utility shall be bore by the applicant. The type, size, location, arrangement and maintenance of such meters shall be subject to the approval of the Authority and the Public Water Utility.

Section 606: Minimum Service Charge, Vacancy

A minimum service charge will be made against all vacant premises when a premise shall be vacant for a period of more than thirty (30) days. If water is used in any portion of such applied for vacancy period, the premise will be subject to the minimum charge as established in the Rate Schedule or to such charge as is determined by application of the Rate Schedule, whichever charge is greater. If a premise is vacant for a period of more than thirty (30) days because it is uninhabitable due to damage from fire, flood, wind, rain, earthquake, or subsidence, then no minimum service charge shall be rendered until such time that the premise is determined to be habitable.

Section 607: Multiple Premise Billing Procedures

Multiple Billing – The term “Multiple Billing” shall mean the basis for computing charges for sewage service in all cases where more than one premise 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 servicing 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 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 reasons*), and the basis for charges for sewage service in all cases where more than one premise is served through one building sewer line. The procedure for such billing is summarized below. The general principles of Multiple Billing shall also apply when charges are subject to a unit charge basis.

The charge for sewage service in all cases where more than one EDU is served through one building sewer line shall be determined as follows:

- A. Number of EDUs – The potential number of “EDUs” 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 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, or Sewage Agency shall notify the Authority promptly, relative to any changes in the number of “EDUs” – the number at any time always being subject to determination by the Authority.
- B. Different Types of Property Use – This regulation shall apply regardless of whether a business may be owned by a “Customer” also receiving household sewage service through the same building sewer, or the two or more “EDUs” are located in one building or in different buildings – the ownership of the property or business not being significant.
- C. Service Charges Based on Water Consumption – The total charge based on water consumption shall be determined as follows:

The average use of water for each billing period for each “premise” shall be equal to the total number of gallons registered by the water meter or meter installation divided by the number of “premises.” The

average use of water for each billing period for each “premise” as thus determined shall provide the basis for billing, subject to all minimum charges. The total charge for sewage service shall be equal to the average charge for each “premise” multiplied by the number of “premises,” determined as just set forth, and the total charge shall be submitted to the customer or customers or Sewage Agency as the proper charge for sewage service furnished to the type of building and/or buildings included hereunder.

- D. Miscellaneous Bases for Sewage Service Charges – The Authority may use miscellaneous basis for determination of sewage service charges.
- E. Normal Charges for Sewage Service – 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 published Schedule of Rates or as determined by the Authority.
- F. Fractional Billings - In the case of fractional bills covering less than a full billing period, a final water meter reading will determine the final water usage charge will be determined by the number of days the premise is occupied during the billing cycle.

Section 608: Fees Associated With Refusal to Install a Meter or Grant Access for Replacement

When a residential customer either refuses to have a meter installed or refuses to grant access to allow replacement of a meter, the owner/customer shall be liable for a minimum monthly service charge in accordance with PA Code 73.17. The charge shall stay in effect until a meter is installed or access is granted for meter replacement. Once a meter is installed or replaced there shall be no retroactive credits.

For the same case as above, a commercial or industrial customer will be charged **twice** the normal monthly fee based on the current rate structure utilizing either historical usage data for the same type of facility, or estimated usage data found in PA Code 73.17, or in the publication Wastewater Engineering by Metcalf and Eddy. However, in no case shall the minimum be less than the amount charged for a residential customer as mentioned above.

The Authority will assume all costs to install and maintain the meter. The meter will be the property of the Authority. If the meter freezes or is damaged due to the negligence of the customer, the Authority shall bill the customer for the material and labor costs to replace the meter plus ten percent (10%) for administrative processes.

Section 609: Customer Responsibility for Water Service Pipes, Meter Installation or Replacement

The Customer shall have full responsibility for the installation, repair, replacement, and maintenance of all Water Service Pipes. The Authority shall not be responsible for leaks which occur due to old or faulty plumbing during a meter installation or replacement.

ARTICLE VII—SURCHARGE FOR MAXIMUM PERMISSIBLE CONCENTRATION LIMITS

Section 701: Increased Charges Due to High Concentrations of Constituents

In any case where a discharger's waste exceeds the maximum permissible concentration limits listed in these Rules and Regulations, the customer/discharger's bill shall be increased by \$3.00 per thousand gallons.

If a customer's discharge is found to be in excess of the maximum permissible concentration limits the customer may be held liable for any incurred costs associated with remedial actions necessary to restore normal operating conditions.

Section 702: Sampling Periods and Acceptable Locations

The sampling of any discharge shall be taken quarterly, monthly, or more frequently as the Authority shall determine, from samples taken either at the manhole or metering chamber referred to in Article V hereof, or at any other sampling point mutually agreed upon by the Authority and the producer of such waste. The frequency and duration of the sampling period shall be such as, in the opinion of the Authority, will permit a reasonably reliable determination of the average composition of such waste, exclusive of storm water runoff. Samples shall be collected or their collection supervised by a representative of the Authority and shall be in proportion to the flow of waste, exclusive of storm water runoff, and composited for analysis in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," cited above. Except as hereinafter provided, the strength of the waste so found by analysis shall be used for establishing the surcharge or surcharges.

The Authority reserves the right to sample the discharge from any user regardless of classification. If the sample is found to be in violation or excess of any maximum permissible concentration limit, the customer shall be charged a flat rate of \$75.00 or the actual cost of sampling plus \$25.00 for handling whichever is the greater of the two. The charges shall be added to the customer's monthly billing statement.

However, the Authority may, if it so elects, accept the results for routine sampling and analyses by the producer of such wastes in lieu of making its own samplings and analyses. The specific requirements for monitoring the waste flow for surcharge constituent strength will be determined at the time customer applies for the Industrial Sewer User Agreement referred to in Article V and will be made a condition of this permit.

ARTICLE VIII—BILLING AND COLLECTION

Section 801: Billing Address

Bills and notices relating to the sewer user charges, and surcharges will be mailed or delivered to the property owner's last address, or where proper arrangements have been made with the Authority, to the user's last address, as shown on the filing books of the Authority.

Section 802: Tenant/Owner Billing, PA Title 53

The Authority will accept an application for service only from the owner and will bill such owner. Should the owner desire that the Authority conduct business directly with the tenant of each "premise," the owner must fully understand that the property owner is responsible for the bill regardless of where or to whom the bills are delivered. Tenants may be billed only after a form is signed by the owner, stating that they will be responsible for the bill and requesting that the Authority bill the tenant.

The Owner of every Premise shall be liable for the payment of all bills as rendered. If the tenant neglects to make such payments, it will be the responsibility of the Owner to make such payments, subject to the provisions of PA Title 53 Pa.C.S. § 5607 (d)(11) shown below:

In the case of an authority which has agreed to provide sewer service to a residential dwelling unit in which the owner does not reside, to impose and enforce the owner's duty to pay a tenant's bill for service rendered by the authority to the tenant. The authority shall notify the owner and the tenant within 30 days after the tenant's bill for that service first becomes overdue. Notification shall be provided by first class mail to the address of the owner provided to the authority by the owner and to the billing address of the tenant, respectively. Nothing in this paragraph shall be construed to relieve the owner of liability for such service unless the authority fails to provide the notice required in this paragraph.

When requested by the owner or tenant of a residential dwelling unit in which the owner does not reside, the Authority Manager shall provide in writing a certification of the status of the account for the residential unit requested as of the date of the issuance of the certification. The charge for such certification shall be reflective of the current resolution.

Section 803: Request of No-Lien Letter, Smoke and Dye Testing

In the case where the owner of a premise (real estate) sells, transfers, assigns, mortgages, or refinances the real estate, the owner of the premise shall request from the Authority a NO LIEN LETTER which shall inform the owner, buyer, and/or financing institution or party of any municipal lien, including the amount of said lien, that has been filed and recorded against the property. In addition, the Authority shall be permitted to perform a smoke and/or dye test, as well as an inspection, of the premise for the purpose of determining the adequacy of the building or lateral sewer serving the premise and to identify any illegal connections or sources of infiltration and inflow that are present and connected to the building or lateral sewer. Any defect found must be corrected prior to the sale of the property or finalization of refinancing. The Authority will issue a Document of Certification when testing confirms that no illegal connections to the sewer system exist. In special cases where weather conditions prevent the inspection of the building or lateral sewer or prevent the correction of any discovered defects, the owner of the premise (real estate) shall provide the Authority with security in the amount of \$500.00 to guarantee that the appropriate test will be performed or that illegal connections will be removed. In the case where illegal storm water or surface water connections have been discovered and the necessary remedial activities would require a length of time such as to create a hardship on the owner, the owner may apply to the Authority for a Temporary Document of Certification provided security requirements are met and an agreement by the purchaser, transferee, assignee, mortgagee, or refinancer making them responsible for all cost overruns related to remedial work is submitted to the

Authority, together with a license to the Authority to enter upon the property to complete such work in the event of default by a contractor. The cost of issuing the NO LIEN LETTER and performing the inspection shall be an amount as may be set and amended by the Authority. The Authority shall be notified by the owner of the premise fourteen (14) days in advance of the date requested for the NO LIEN LETTER and inspection.

ARTICLE IX—CONNECTIONS TO SYSTEM

For each connection made to the Sewer System, the Authority reserves the right to impose the following charges. At such time the Authority decides to impose said charges, they shall be incorporated into the Rate Resolution.

Section 901: Applying to Connect

Application for connection to the public sanitary sewage system shall be made to the Authority upon the permit form to be formulated and furnished by the Authority.

Section 902: Completion of Application Form

All information requested on said form shall be furnished by the applicant, including the character and use of each structure located upon the property.

Section 903: Tapping Fee, Inspection Fees, and Building or Flow Changes

For all connections made to the Sewer System (including the existing system, additions to the system and capped sewers whether built by the Authority or built by or at the expense of Developers), a Tapping Fee shall be imposed to reflect the value of service readily available for use and to reflect the capital costs associated with the Authority's wastewater facilities. Any required tap connection and inspection fee shall be paid at the time of making application for permission to make a connection. The Tapping Fee shall be imposed whenever: (1) a new tap is made to the system for a new building or facility. Also if a new or renovated building or facility is connected to an existing Building Sewer or the internal drainage system of an existing building or facility; (2) an existing building or facility is expanded in such a way that the generated quantity of wastewater is likely to exceed the current EDU classifications. Flow estimates shall be made by the Authority based on sound engineering practice. Most current Tapping Fee shall be calculated in accordance with Act 57. Tapping Fee shall be due and payable at the time the application for connection is filed. Said Tapping fee shall be in addition to any and all other fees and charges pursuant to this Article.

Section 904: No Work Until Payment of Fees and Issuance of Permit

No work shall commence before the payment of any aforementioned tap connection and inspection fee and issuance of the aforementioned connection permit. If work commences prior to payment being made, the liable party may be subject to penalties or fines.

Section 905: Determination of Number of EDU's, Minimum Non-Residential Fee

For a Residential EDU unless written permission is obtained from the Authority, separate connections, corresponding tapping fees, connection fees, and customer facility fees, will be required for each Equivalent Dwelling Unit (EDU) as defined in the Sewer Rate Resolution of the Authority. This will be the case whether a dwelling is constructed as a separate building or detached unit or as one of a pair or row.

For Commercial or Industrial Customers, a single connection with payment of the tapping fees for the appropriate number of actual EDU's served will be permitted to serve a school, factory, apartment house or other permanent multiple unit structure whose individual apartments or units may not be subject to separate ownership. In the case of Industrial and Commercial Customers desiring to connect to the Authority's sewer system and for which no water consumption data is available, water usage for the purpose of determining Equivalent Dwelling Units, shall be calculated using flow values from PA Code 73.17 which is included in its' entirety at the end of this section.

A tap connection fee must be paid for an Equivalent Dwelling Unit (EDU) or Equivalent Dwelling Units (EDUs) added to the sewer system through the construction of new structures on a property or the alteration of an existing structure on a property for the purpose of adding additional EDUs.

Under no circumstances shall any tap fee or portion of any tap fee be refunded due to demolition or alteration of any existing structure for the purpose of eliminating or reducing EDUs from the system.

When a structure on an existing property that is connected to the sewer system is demolished or razed for the purpose of constructing a new structure on said property, the construction of the new structure with the same or fewer EDUs as the original structure must commence within one (1) year of the date when the original structure was demolished or razed. If the new structure has more EDUs than the original structure, an additional tap fee must be paid for each EDU that is more than what the original structure was assigned.

If the construction of a new structure does not occur within one (1) year, then a tap fee must be paid for each EDU associated with the new structure when it is built prior to connection to the sanitary sewer system.

25 Pa. Code § 73.17 Sewage Flows

(a) The flow figures in this subsection and subsection (b) are peak daily flows for the design of community onlot sewage systems. These flow figures are not intended to be used for the calculation of flows for the design of community sewerage systems or for the allocation of flows related to community sewerage systems. Design and permit sewage flows for a community sewerage system are to be calculated using the procedures established in the Department's "Domestic Wastewater Facilities Manual." The sewage flows from single family dwellings served by a community onlot sewage system or from apartments, rooming houses, hotels and motels served by an individual or community sewage system shall be determined from the following table:

<i>Type of Establishment</i> <i>Residential</i>	<i>Gallons/ Unit/day</i>	<i>Gallons/ unit BOD/unit</i>
Hotels and motels	100	0.30
Multiple family dwellings, apartments, townhouses, duplexes and condominiums	400	1.13
Rooming houses (per unit)	200	0.60
Single family residences	400*	0.90

*For units of 3 bedrooms or less; for each bedroom over 3, add 100 gallons.

(b) The sewage flow, which shall exclude any industrial waste, for nonresidential establishments served by an individual or community sewage system shall be determined from the following table:

<i>Type of Establishment</i> <i>Commercial</i>	<i>Gallons/day</i>	<i>BOD/day</i>
Airline catering (per meal served)	3	0.03
Airports (per passenger-not including food)	5	0.02
Airports (per employee)	10	0.06
One licensed operator Beauty shops	200	-----
Bus service areas not including food (per patron and employee)	5	0.02
Country clubs not including food (per patron and employee)	30	0.02
Drive-in theaters (not including food-per space)	10	0.06
Factories and plants exclusive of industrial wastes (per employee)	35	0.08

Laundries, self-service (gallons/washer)	400	2.00
Mobile home parks, independent (per space)	400	1.00
Movie theaters (not including food, per auditorium seat)	5	0.03
Offices (per employee)	10	0.06
Restaurants (toilet and kitchen wastes per patron)	10	0.06
(Additional for bars and cocktail lounges)	2	0.02
Restaurants (kitchen and toilet wastes, single-service utensils/person)	8.5	0.03
Restaurants (kitchen waste only, single-service utensils/patron)	3	0.01
Stores (per public toilet)	400	2.00
Warehouses (per employee)	35	-----
Work or construction camps (semi-permanent) with flush toilets (per employee)	50	0.17
Work or construction camps (semi-permanent) without flush toilets (per employee)	35	0.02

Institutional

Churches (per seat)	3	----
Churches (additional kitchen waster per meal served)	3	----

Type of Establishment

Institutional

	<i>Gallons/day</i>	<i>BOD/day</i>
Churches (additional with paper service per meal served)	1.5	----
Hospitals (per bed space, with laundry)	300	0.20
Hospitals (per bed space, without laundry)	220	----
Institutional food service (per meal)	20	----
Institutions other than hospitals (per bed space)	125	0.17
Schools, boarding (per resident)	100	0.17
Schools, day (without cafeterias, gyms or showers per student and employee)	15	0.04
Schools, day (with cafeterias, but no gym or showers per student and employee)	20	0.08
Schools, day (with cafeterias, gym and showers per student and employee)	25	0.10

Recreational and Seasonal

Camps, day (no meals served)	10	0.12
Camps, hunting & summer residential (night & day) with limited plumbing including water-carried toilet wastes (per person)	50	0.12
Campgrounds, with individual sewer and water hookup (per space)	100	0.50
Campgrounds, with water hookup only and/or central comfort station which includes water-carried toilet wastes (per space)	50	0.50
Fairgrounds and parks, picnic – with bathhouses, showers, and flush toilets (per person)	15	0.06
Fairgrounds and parks, picnic (toilet wastes only, per person)	5	0.06
Swimming pools and bathhouses (per person)	10	0.06

- (c) Actual water meter or sewer meter flow data indicating peak daily flows different than those shown in this section over a 1-year period for a similar nonresidential establishment may be accepted for use in sizing the onlot disposal system. If average daily flows are used, the peak daily flow shall be calculated by multiplying the average daily flow by two.
- (d) Establishments with food preparation facilities are required to install adequately designed pretreatment units and traps to reduce greases and biological oxygen demand (BOD) prior to discharge to an individual or community sewage system.

Authority

The provisions of this § 73.17 amended under section 9 of the Pennsylvania Sewage Facilities Act (35 P.S. § 750.9); The Clean Streams Law (35 P.S. §§ 691.1-691.1001); and section 1920-A of the Administrative Code of 1929 (71 P.S. § 510-20).

Source

The provisions of this § 73.17 adopted January 21, 1983, effective January 22, 1983, 13 Pa.B. 508; amended November 7, 1997, effective November 8, 1997, 27 Pa.B. 5877. Immediately preceding text appears at serial pages (217318) to (217320).

Cross References

This section cited in 25 Pa. Code § 71.52 (relating to content requirements-new land development revisions); 25 Pa. Code § 72.22 (relating to permit issuance); 25 Pa. Code § 73.16 (relating to absorption area requirement); 25 Pa. Code § 73.31 (relating to standards for septic tanks); 25 Pa. Code § 73.32 (relating to standards for aerobic treatment tanks); and 25 Pa. Code § 73.161 (relating to general).

Section 906: Rules of Making Physical Connection to Sewer System

Connections to sanitary sewers shall be completed within sixty (60) calendar days after receipt of proper notice. Authority lines must be tapped by an Authority employee or by a qualified contractor or plumber in the presence of an Authority employee. A 2 foot by 8 foot “ditch box” or equal shoring device and backhoe must be present for the Authority to tap an Authority line. One full business days’ notice is required before installation inspection is requested

Section 907: Unacceptable Sanitary Sewage

All connections to sanitary sewers shall be subject to certain restrictions as to unacceptable sanitary sewage that are set forth herein in Article V.

Section 908: Inspector Duties, Rights and Approval of Tap

The Inspector, as designated by the Manager, shall be given at least one (1) full business day before any connection is made to the system so that the Inspector can be present to inspect and approve the work of building the sewer and connection. Inspection days and times shall be Monday through Friday 7:30 A.M. to 3 P.M. with the exception of Authority observed holidays. The Inspector shall signify his approval to the connection by endorsing his name and the date of approval on the aforementioned connection permit in the possession of the permittee. The Inspector shall be permitted to enter upon all properties, and in all structures, receiving sewer service for the purpose of inspection, observation, measurement, sampling and testing; such entries to be made only during reasonable daylight hours with prior notification to the customer. The Inspector shall signify his approval to the connection by endorsing his/her name and the date of approval on the aforementioned connection permit in the possession of the permittee.

Section 909: Inspector Access to all New Facilities, Testing of New Lateral

At the time of inspection of the connection, the owner or owners of properties shall permit the Inspector full and complete access to all sanitary and drainage arrangements and facilities in each building and in and about all parts of the property. No building sewer shall be covered over, or in any manner concealed, until after it is inspected and approved by said Inspector. The Authority may require a lateral test depending upon the material and workmanship used in construction.

All sanitary and drainage facilities shall be tested. Test shall be made by the owner and observed by the Inspector. All equipment, material and labor required for testing a plumbing system or part thereof shall be furnished by the owner. Where any work or installation does not pass any initial test or inspection, the necessary corrections shall be made to comply with the Rules and Regulations of the Authority. The work or installation shall then be resubmitted to the Authority for inspection and testing.

Section 910: Additional Inspection, Additional Fees

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

Section 911: Material Specifications and Deflection Testing

Material specifications required by the Authority are listed in Appendix C.

All pipe installed shall be Schedule 40 PVC (polyvinyl chloride) or Schedule 35 PVC (ASTM D 3034) sewer pipe, or approved equal, and shall be bedded and surrounded with firmly packed No. 8 (pea gravel), or No 57 (Crushed stone $\frac{3}{4}$ inch or smaller) graded stone with a minimum thickness of six (6) inches underneath and on each side of the pipe, and six (6) inches above the pipe. Gravel must be uniform, without fines or dirt. No other material is approved. Authority discretion may be used to determine additional gravel requirements in the case of unacceptable backfill. Gravel is also required to grade on vertical stand pipes. All pipe and fittings shall have integral wall bell and spigot joints with elastomeric ring joints. The pipe stiffness shall be in accordance with ASTM designation D 2412, with a minimum "stiffness factor" $(F/y) = 46$.

A manhole water stop gasket and clamp assembly shall be installed around the pipe when entering and leaving a manhole.

Deflection testing shall be conducted on all pipe size eight (8) inches in diameter or greater and on each section of pipe over eight feet (8') deep, and on sections under eight (8) feet deep as selected by the Authority, but not to exceed twenty-five percent (25%) of 0-8' pipe length. This testing is to be delayed as long as practicable after the pipe is installed. Testing for deflection shall be done using a GO/NO GO mandrel. Any sections of pipe in which cross-sectional deflection exceeds five percent (5%) shall be unacceptable and shall be replaced by the Contractor at his expense. The Contractor shall give special attention to side fill material and placement of same in order to develop optimum pipe support.

All pipe installed shall be at least four (4) inches in diameter. Each section of pipe shall be stamped with the manufacturer's certification. Where connections between different types of pipe are required, proper transition fittings shall be utilized, and in no case will concrete encasement be permitted in lieu of such fittings.

Section 912: Installation of Sewer Pipe

All sewer pipe shall be installed in strict accordance with the manufacturer's recommendations. Where rock trench foundation exists, a six (6) inch gravel cradle shall be provided under the pipe.

Section 913: Minimum Slope, Cover, and Backfill Procedures

All pipe shall be installed with a minimum slope required per DEP as stated below, and a minimum cover of three (3) feet unless otherwise approved.

Sewer Size		Minimum Slope in Feet Per 100 Feet
8"	<i>(0.5% minimum required by WBCA)</i>	0.40
10"		0.28
12"		0.22
14"		0.17
15"		0.15
16"		0.14
18"		0.12
21"		0.10
24"		0.08
27"		0.067
30"		0.058
36"		0.046

All pipe shall be laid to an even grade and straight alignment to the public sanitary sewer. All pipe shall be laid with fill and even bearing and no block supports will be allowed. Bell holes shall be dug to allow sufficient space to properly make each joint. Backfill shall be tamped uniformly around the pipe. All work shall be done in a professional manner and shall provide a durable installation.

“Backfill shall be tamped uniformly around the pipe. The trench shall be refilled with clean earth deposited in six (6) inch layers to a height of at least two (2) feet above the top of the sewer in such a manner as not to disturb the structure, and solidly rammed down and tamped around the sewer and under it, with mechanical tampers or proper tools made for this purpose. The earth, to the height specified above, shall be carefully thrown in with hand shovels and not pushed in by heavy equipment. The remainder of the trench shall be then refilled to the required height in layers, each layer not to exceed twelve (12) inches in thickness. Trench rollers and/or mechanical tampers shall be used so as to obtain maximum compaction of the material.”

Section 914: Cleanouts and Fresh Air Vent Requirements

A relief vent or fresh air intake shall be provided on the building sewer. The size of the relief vent or fresh air intake shall not be less than the greater of four (4) inches or one-half (1/2) the diameter of the drain to which the relief vent or air intake connects. Such relief vent or fresh air intake shall be carried a minimum of four (4) inches above grade and situated to not allow the discharge of any surface water to the sanitary sewer.

A cleanout shall be provided on the building sewer. Optional cleanouts shall be placed inside of a protective frame with a cover.

An inspection stack four (4) inch vertical riser with water tight removable cap) shall be installed on the building sewer at the end of the lateral stub or at the direction of the Authority on the owner's property.

Building (house) traps shall be installed a maximum of five (5) feet (or at a location approved by the Authority) from the building and provided with a cleanout and a fresh air intake on the inlet side of the trap.

Section 915: Commercial Sewer Line Installation Requirements

Commercial installations must also comply with all state and local construction regulations.

Section 916: Building Sewer Maintenance & Repair Responsibility

Maintenance, ownership, and repair of all building sewers shall be the responsibility of the property owner all the way to the wye at the sewer main. The wye at sewer main is the only portion of the building sewer which is owned and maintained by the Authority.

Section 917: Utilization of Old/Existing Building Sewers

Old building sewers may be used to connect existing buildings to the sewer system only when the Authority's representative determines that the old sewer is in an acceptable condition. The condition of the existing building sewer will be determined in the following manner: A six (6) inch diameter vertical riser shall be constructed by the property owner at his expense. The riser shall be located approximately ten (10) feet from the point where the existing sewer connects to the public sewer system and on private property. Flow in the existing line will be observed in the riser and determination of the condition of the existing line made. If flow is observed, indicating infiltration, the line will be rejected. Otherwise it will be accepted. If rejected, the owner of the property shall install a new building sewer to comply with these Rules and Regulations. **Connection of the new lateral and/or retirement of the existing lateral shall be completed at the direction of the Authority.** Lateral must be terminated at a point as close to the Authority's sewer as practical with the end of the pipe sealed with an approved Fernco cap (or method approved by the Authority). Inspection of the cap must be completed by an Authority representative prior to backfilling. All abandoned building or lateral sewers shall be capped off as close to the Authority's sewer line as practical and possible.

Section 918: Grease Trap and Grease Interceptor Requirements

Non-residential customers that connect to the Authority's Sewer System and whose businesses are comprised of food preparation or operation of eating establishments that generate Fats, Oils, and Greases (FOG) with a concentration in excess of 100 mg/L or generate kitchen wastes that must be disposed of, are required to install and maintain grease traps and/or grease interceptors to prevent FOG from entering the sewer system. All existing customers that renovate an existing building or facility to create a nonresidential customer account classification that prepares foods and/or is an eating establishment that generates FOG with a concentration in excess of 100 mg/L must install and maintain grease traps and/or interceptors to prevent FOGs from entering the sewer system. To operate correctly, it is essential that the grease trap be regularly maintained so that they will work properly in minimizing the amount of FOG that goes into the public sewer system. The volume of flow proposed to be discharged from the facilities described above will determine whether a grease trap, a grease interceptor, or both devices are required. Location of the device shall be at the discretion of the Authority. Installation and maintenance of the grease trap or grease interceptor shall be the responsibility of the customer.

Section 919: Oil/Water Separator Requirements for Petroleum Hydrocarbons

Where petroleum hydrocarbons may be present, non-residential customers that connect to the Authority's Sewer System with a new connection or renovation of an existing lateral shall install and maintain an oil/water separator if they will generate FOG with a concentration in excess of 100 mg/L. To operate correctly, it is essential that the oil/water separator be regularly maintained so that it will work properly in minimizing the amount of FOG that goes into the public sewer system. The volume of flow proposed to be discharged from the facilities described above will determine whether an oil/water separator is required.

Section 920: Prohibition of French Drain Connections

No building French drain may be connected to a building or lateral sewer. No building French drain may be discharged or connected to the trench within which the building or lateral sewer is situated.

ARTICLE X—PROPOSED EXTENSION OF SYSTEM BY DEVELOPERS

Section 1001: Plan Submission Requirements and Fee Schedule

Three (3) copies of plans for proposed extensions shall be submitted to the Authority on 24" x 36" or 36" x 48" sheets showing plan views to a scale of 1" = 50' and profiles to a scale of 1" = 10' vertically and 1" = 50' horizontally, a north point, a suitable title block, date and the name of the engineer or surveyor and imprint of his registration seal.

At the time of submission of a proposed extension of the system by a developer, a fee shall be paid to the Western Butler County Authority according to the following fee schedule:

- A. For a proposed extension to serve ten (10) equivalent dwelling units or less a fee of \$2,000.00;
- B. For a proposed extension which would serve more than ten (10) equivalent dwelling units a fee of \$5,000.00;
- C. For proposed extensions that require a sewage pumping station, an additional fee of \$7,500.00 per pumping station.

Section 1002: Design of Extensions

All sewers shall be designed in accordance with the Wastewater Facilities Manual of the DEP, the Developers' Manual of Procedures and Requirements for Constructing Sanitary Sewer Facilities of the Authority, and these Rules and Regulations.

Section 1003: Permit Requirements Prior to Start of Construction

Construction of sewers will not be permitted until the proper DEP, County, and State Permits have been obtained.

Section 1004: "As Built Plan" Requirements

The final As-Built Plan process shall be completed as defined in the Developers' Agreement.

Section 1005: Easement Requirements

Easements shall be recorded in the name of the Authority for all sewers to be constructed outside of dedicated street right-of-way. Said easement shall be a minimum of twenty-five (25) feet in width, with the sewer line and appurtenances centered within this easement. To facilitate future access for maintenance and repairs, a stabilized ten (10) foot wide area shall be provided within the twenty-five (25) foot easement with a final cross slope not to exceed five (5) percent.

In the case where sanitary sewers are installed within the public right-of-way, there shall be a minimum of twelve and one-half (12.5) feet of distance from the center of the sanitary facilities to the edge of the public right-of-way on either side of the facilities.

Section 1006: Pipe Material Specifications

All sewer pipe shall be Polyvinyl chloride (PVC) gravity sewer pipe or approved equal in accordance with Section 911 of these Rules and Regulations, unless otherwise specified due to extraordinary ground conditions by the Authority.

Section 1007: Minimum Pipe Diameter

All sewer pipe shall be a minimum of eight (8) inch in diameter.

Section 1008: Pipe and Fittings Joint Requirements

The pipe and fittings shall have integral wall bell and spigot joints with elastomeric ring joints, as defined in the WBCA Standard Details.

Section 1009: Direction of Sewer Pipe Installation

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

Section 1010: Manhole Requirements

All manholes shall be constructed in accordance with the standards established by the Authority. Concrete manhole sections shall meet the requirements of the most recent version of ASTM Standard C-478. Frames and covers for all manholes shall be fabricated of cast iron and shall conform to the standards established by the Authority. Vented covers shall be furnished at the ends of lines.

Section 1011: Testing Requirements

Sewers shall be hydrostatically, pneumatically, and/or smoke tested for leakage at the discretion of, and in the manner required by, the Authority.

Section 1012: Developer Responsibility for Permits, Connection Fees, Customer Facility Fees

The Developer shall file all necessary connection permits and pay the applicable tap connection, connection fee and customer facility fee for each house or building to the Authority which shall become due and payable prior to inspection and approval by the Inspector for each respective house sewer.

Section 1013: Developer Responsibility for Plan Review and Inspection Fees

The Developer shall also reimburse the Authority in full for costs incurred by the Authority in reviewing construction plan drawings, as well as all costs of inspection of construction of all sanitary sewers. The amount and type of inspection required shall be determined by the Authority prior to construction.

Section 1014: Authority Acceptance of Sewer Extension

No sewer extensions constructed by a Developer will be approved for ownership, operation and maintenance by the Authority until said sewers are formally approved by the Authority, all building tapping, connection, customer facilities and inspection fees have been paid for each building connected to the system, if applicable, and the Authority has been reimbursed in full for all inspection costs incurred by the Inspector during construction, testing and approval.

Section 1015: Reservation of Capacity Charges

Upon receipt of PADEP Sewage Facilities Planning Module approval, the Authority will assess the developer a Reservation of Capacity Charge in accordance with Act 57 of 2003, adopted by the Authority on December 9, 2004. The Developer will be charged a Reservation of Capacity Charge for each EDU in the proposed development on a monthly basis. These charges will continue for each EDU until such time that the Developer applies for a building permit for an EDU and pays a tap fee for the EDU.

ARTICLE XI—DELINQUENCIES, VIOLATIONS AND REMEDIES

Section 1101: Filing of Liens and Termination of Water Service

Each sewer user charge, surcharge, penalty, and any other fee imposed by the Sewer Rate Resolution of the Authority shall be a debt due the Authority, and if not paid within the period prescribed in the Sewer Rate Resolution after the date of the bill shall be deemed delinquent. In such event, the Authority:

- May proceed to file a lien in the office of the Prothonotary of Butler County and collect the same in the manner provided by law for the filing and collection of municipal claims.
- In the event of failure to pay the sewer user charge or surcharge or penalty after they become delinquent, under the Water Services Act the Authority may shut off water service to said property and to take such steps as may be necessary to accomplish such shut off.
- WBCA shall proceed to court (LANGUAGE PROVIDED BY SOLICITOR)

The expense of such shut off or removal or closing, as well as the expense of restoring any such service, shall likewise be a debt due the Authority and a lien on the property served and may be filed and collected as hereinabove provided. Such sewage service shall not be restored until all debt has been paid in full or adequate provisions for their payment shall have been made.

Section 1102: Notification of Violation of Rules & Regulations

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.

Section 1103: Results of Non Conformance to Notification of Violation

Any person who shall continue any violation beyond the time limit provided for in Section 1102, shall be guilty of a misdemeanor, and on conviction thereof shall be fined in accordance with the applicable connection ordinance in effect in the appropriate portion of the Authority's service area. Each day in which any such violation shall continue shall be deemed a separate offense.

Section 1104: Liability for Expenses Due to Violation

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

ARTICLE XII--VALIDITY

Section 1201: Validity of Individual parts of the Rules & Regulations

All resolutions or parts of resolutions shall take precedence over these Rules and Regulations and Manual of Procedures. Further, the invalidity of any section, clause, sentence or provision of these Rules and Regulations and Manual of Procedures shall not affect the validity of any other part of them which can be given effect without such invalid part or parts, and if any one or more of the provisions of this set of Rules and Regulations and Manual of Procedures shall for any reasons be held to be illegal or invalid or otherwise contrary to law, then such provisions shall be null and void and shall be deemed separable from the remaining provisions hereof, but shall in no way otherwise affect the validity of these Rules and Regulations and Manual of Procedures.

Section 1202: Effective Date

These Rules and Regulations shall take effect immediately.

Section 1203: Primacy of these Rules & Regulations and Manual of Procedures

All other rules and regulations affecting the Sewer System not in accordance with these Rules and Regulations and Manual of Procedures are hereby repealed insofar as they affect these Rules and Regulations.

Section 1204: Authority Resolution

These Rules and Regulations were adopted pursuant to and in accordance with a Resolution of the Authority.

COMPONENT 2

MANUAL OF PROCEDURES

**MANUAL OF PROCEDURES AND REQUIREMENTS
FOR CONSTRUCTING SANITARY SEWER FACILITIES IN
THE WESTERN BUTLER COUNTY AUTHORITY
SERVICE AREA**



**WESTERN BUTLER COUNTY AUTHORITY
607 MARKET STREET
ZELIENOPLE, PA 16063
(724) 452-5501**

July 2020

**PREPARED BY:
Herbert, Rowland & Grubic, Inc.
200 West Kensinger Dr.
Cranberry Township, PA 16066
724-779-4777**

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INTRODUCTION

The Western Butler County Authority was created in May of 1972 to initially serve the communities of Zelienople Borough, Harmony Borough, Jackson Township, and Lancaster Township in Butler County. In May of 1978, the Authority officially took over the Zelienople Borough wastewater treatment plant that, previous to this date, was operated by Zelienople Borough. The Authority completed construction of a new wastewater treatment plant at the site of the old Zelienople treatment plant, three sewage pumping stations, and the collection and conveyance sewers necessary to service Harmony Borough, Jackson Township and Lancaster Township. In November of 1978, the new Western Butler County Authority wastewater treatment plant was put into operation along with the three (3) new sewage pump stations and the collection and conveyance sewers. The wastewater treatment plant was upgraded and expanded in 2001 and 2002. This latest project added wet weather flow retention facilities and additional capacity to the plant.

The existing sanitary sewer system of the Western Butler County Authority serves customers in Zelienople Borough, Harmony Borough, Jackson Township and Lancaster Township, as well as the Zelienople Municipal Airport located in Franklin Township, Beaver County. The sanitary sewer system of the Authority consists of approximately 50 miles of collector and interceptor sewers, six (6) sewage pumping stations and a sewage treatment plant. These facilities are owned and operated by the Western Butler County Authority, a municipal authority duly created in accordance with the terms and conditions of the Municipality Authorities Act of 1945, as amended.

In instances where the sewer system of the Authority is to be extended at the expense of a property owner or Developer, or when the Authority would construct the customer facilities, the property owner or Developer shall have the right to construct the extension or install the customer facilities directly or through a subcontractor approved by the Authority. This approval shall not be unreasonably withheld, provided that the Authority shall have the right, at its option, to perform the construction itself if the Authority provides the extension or customer facilities at a lower cost and within the same timetable specified or proposed by the property owner.

Construction by the property owner or Developer shall be in accordance with a special agreement for the extension of the Authority's system and plans and specifications approved by the Authority. Any extension shall be undertaken pursuant to the existing regulations, requirements, rules and standards of the Authority and Pennsylvania Department of Environmental Protection applicable to such construction. All extensions shall be further subject to inspection by an inspector authorized to approve such construction and employed or retained by the Authority during construction.

When a sewer line is to be extended at the expense of the property owner or Developer, the property owner will be required to deposit with the Authority, in advance of construction, the Authority's estimated cost for reviewing plans, observing construction, and providing administrative, legal and engineering services relative to the extension. The Authority may also require that construction not commence until the property owner has posted appropriate financial security in the form of either surety bonds, an irrevocable line of credit, sequestered account, cash in an escrow account, or a set aside agreement. The Authority may prescribe that the property owner reimburse the Authority for reasonable and necessary expenses incurred as a result of the extension.

Upon completion of construction, the property owner shall dedicate, and the Authority shall accept, the extension of the Authority's system, provided dedication of facilities and the installation complies with the plans, specifications, and regulations of the Authority and terms and conditions of the Agreement. The Authority may provide in its regulations those facilities which, having been constructed at the expense of the property owner, the Authority will accept as a part of its system.

The Authority considers it important that all new facilities meet uniform standards of design and construction. So this uniformity can be achieved to the benefit of both the Authority and the private Developers, it is the purpose of the manual to state clearly the procedures and requirements for planning and constructing all sanitary sewage facilities to be owned by the Authority. This manual is intended as a guide for subdivision Developers and contractors in the planning and construction of sewer facilities in accordance with the Boroughs' and Townships' Land Subdivision Regulations, as may generally pertain to sewage.

Any reference to contractor in this manual shall mean Developer and/or contractor. Any reference to engineer in this manual shall mean the Authority's Consulting Engineer unless otherwise stated. A Developer is an Individual, firm, association, syndicate, partnership, corporation, trust, or any other legal entity that undertakes the activities covered by this document particularly the drawing up of subdivision plans or land development requiring the installation of sanitary sewer lines and associated sewer appurtenances and facilities.

PROCEDURE FOR PLAN APPROVAL

To coincide with the procedure already established in the Subdivision Regulations of the Boroughs of Zelienople and Harmony, and Townships of Jackson and Lancaster, the Authority will follow the same process of preliminary and final planning. In addition, however, the Authority requires pre-application planning. The procedures in the planning process and applicable fees are described in detail below.

A. Pre-application Planning Submittals

1. A Sewer Capacity Verification Request shall be first submitted to the municipality within which the development and extension will occur as well as to the Authority. This letter of intent shall outline the extent and location of the proposed development with the total number of lots or dwelling units proposed. This submittal must include a location map as well as Sewage Facilities Planning Modules. The submittal shall be accompanied by the appropriate fees pursuant to the following fee schedule:
 - a) A fee of \$1,500.00 is due for a proposed extension that will serve ten (10) equivalent dwelling units or less;
 - b) A fee of \$5,000.00 is due for a proposed extension that will serve more than ten (10) equivalent dwelling units
 - c) An additional fee of \$5,000.00 per pumping station is due for proposed extensions that include one or more sewage pumping station(s), regardless of how many equivalent dwelling units are served.

The sum of these fees shall be deposited into an “Escrow Account” held by Western Butler County Authority at the Authority’s designated depository.

2. The Authority will then forward the Planning Modules to the Authority’s Engineer for review and for completion of the portions of the module forms relating to the Authority’s conveyance and treatment system.
3. The Authority’s Engineer will return the Planning Modules to the Authority with all system data entered and comments added.
4. The Authority will forward the Planning Modules and initial review letter to the Developer.
5. After all comments have been addressed by the Developer, the Authority in conjunction with the Authority’s Engineer, will review and sign the sections of the Planning Modules relating to capacity of the collection and conveyance facilities and the treatment facilities or provide a Sewer Service Availability letter. The executed Planning Modules will be returned to the Developer, or the Developer’s Engineer, for subsequent submittal to Public Notice, and approval by the County and Municipality.

B. Preliminary Planning Submittals

1. After the Developer receives executed Planning Modules back from the Authority that incorporate all Authority sewer system data and comments, the Developer shall complete the Sewage Facilities Planning Modules by including the required County and Municipal Planning Agency approval documents and proof of Public Notice and response to comments. The Planning Modules shall then be transmitted to the Zelienople or Harmony Borough Council or the Jackson or Lancaster Township Supervisors, whichever is applicable, for approval.
2. If the Council and/or Supervisors decide to approve the Planning Modules, they will prepare the necessary Resolution for the Council and/or Supervisors to act on at their Regular Monthly Meeting. The executed Sewage Facilities Planning Modules will be submitted by the Township/Borough to the Regional Pennsylvania Department of Environmental Protection (PADEP) office in Meadville, PA for review and action.

3. Upon receipt of PADEP Sewage Facilities Planning Module approval, construction drawings and other appropriate data should be submitted to the Authority for review by their Engineer. This data should include but not be limited to the following:
 - a. Letter of transmittal requesting preliminary approval.
 - b. Construction plan and profile drawings for the project. These drawings must indicate all proposed sewers showing length, size, slope and pipe type, direction of flow arrows, wye locations with service laterals shown to edge of the easement/right-of-way, manholes showing in/out inverts and surface elevations, existing sewers, manholes, utilities and other pertinent information. For all special appurtenances, detailed sketches must be shown detailing design considerations. Pumping stations will be designed by the Authority's Engineer with site survey, elevation, and flow information provided to the Authority's Engineer by the Developer. The station will be designed in accordance with Authority standards.
 - c. The Developer's Engineer's report outlining design basis for all proposed sewage facilities.
 - d. Description of proposed materials of construction and equipment.
 - e. Estimated construction schedule.
 - f. Preliminary copy of all permit applications required, i.e. Water Quality Management Permit, PennDOT Highway Occupancy Permit, DEP GP-5 Utility Line Stream Crossing, etc.
 - g. An estimated cost of project construction.
4. Upon receipt of PADEP Sewage Facilities Planning Module approval, the Authority may assess a Reservation of Capacity Charge in accordance with Act 57 of 2003, adopted by the Authority on December 9, 2004. The Developer will have the option of paying a Reservation of Capacity Charge for each EDU in the proposed development on a monthly basis in accordance with Section 5607(d)(24) of the Pennsylvania Municipal Authorities Act. These charges will continue for each EDU until such time that the Developer applies for a building permit for an EDU and pays a tap fee for the EDU. The tap fee is updated by the Authority regularly. Contact the Authority to verify.
5. The Engineer will return to the Authority the preliminary construction drawings with comments. The Authority will, in turn, return these drawings and comments to the Developer.
6. The Developer shall deposit with the Authority, in cash or certified check, a sum equal to 20% of the Developer's estimated Cost of Construction (COC) for the proposed sewer system. The estimated COC shall include a 10% contingency amount. The sum of the COC shall first be approved by the Authority, and then deposited into the existing "Escrow Account" established during the Pre-application Planning Submittals Phase. The 20% deposit is intended to cover the costs of drawing review by the Authority's Engineer, legal fees for preparation of Agreements by the Authority's Solicitor, inspecting all sewer facilities constructed in the development, and preparation of as-built drawings by the Authority's Consulting Engineer.

The developer shall be required to replenish the escrow account if the balance becomes zero at any point during the project. All project work shall cease until the Developer provides a check to replenish the escrow account.

Final As-Built process shall be completed as defined in the Developers' agreement.

After construction and final acceptance of all sanitary sewers and other related facilities is complete, any of the deposit monies (pre-application fees plus 20% of estimated construction costs) not spent by the Authority shall be returned to the Developer. An itemized accounting of all such monies will be supplied to the Developer, if requested. In the event the initial deposit is insufficient for the purposes provided, the Developer will, at the request of the Authority, deposit additional funds to cover the additional costs and expenses incurred by the Authority. These provisions are enumerated in the Sewage Service and Construction Agreement attached to this manual.

7. The Developer must enter into a formal Agreement with the Authority for sewer service. This Agreement, entitled Sewage Service and Construction Agreement, is provided in Appendix “A” of this Manual. The Developer must fully abide by all the terms and conditions set forth in the Sewage Service and Construction Agreement.
8. If a pumping station is proposed, the Developer shall deposit with the Authority, in cash or certified check, the total amount of the design and permitting fee as determined by the Authority’s Engineer. This sum shall be deposited into a separate account relating to the pump station only, and is intended to cover the costs of design by the Authority’s Engineer, legal fees for preparation of Agreements by the Authority’s Solicitor and recording DEP permits. The Developer must enter into a separate formal agreement (Appendix “B” of this manual) with the Authority for the pumping station specifically.

C. Final Planning Submittals

1. A letter of transmittal requesting final Authority approval.
2. Upon execution of the Agreement and the receipt of the service deposit, the Developer should submit final construction drawings incorporating any items the Authority requests based on the suggestions made to the Authority by its Engineer in their review of the preliminary construction drawings.
3. Final construction drawings would then be submitted to the Authority for review. Developer could then begin work on securing any necessary highway or railroad permits or any necessary rights-of-way.
4. The Engineers’ final review would then be transmitted to the Authority.
5. The Authority, or Authority’s Engineer will notify the Developer of any final revisions.

D. Permitting

1. The Developer shall be required to prepare and submit all required permits to all respective agencies on behalf of the Authority. The Authority’s Engineer shall review and comment on the completed permit applications, and then return to the Developer’s Engineer for revisions, if necessary. Once revisions are complete the Authority shall provide their signature on the permit applications based on the preparer’s seal included on the documents. The Developer shall also be responsible for submitting any fees required by the reviewing agency. A Water Quality Management Permit is required for a sewer extension serving or having the potential to serve more than 250 equivalent dwelling units, or that adds an equivalent wastewater flow greater than 65,500 gallons per day to the system. In addition, a Water Quality Management Permit is required for all interceptors, pump stations, forcemains, and wastewater treatment facilities.
2. The specifications portion of this “Manual of Procedures” may be used by the Developer for his submission to DEP.
3. The “applicant’s name” on the permit applications shall be Western Butler County Authority.
4. In this and following sections of this Manual, the term ‘applicant’ is used to refer to any person(s) contemplating or proposing to plan and construct sewage facilities in the Boroughs of Zelenople or Harmony or Jackson or Lancaster Townships, regardless of whether such person(s) are a private Developer of subdivisions, school board representative or agent, a private industrial or commercial entity, or any other legal entity.

E. Construction Phase

1. Upon the Authority's receipt of the Water Quality Management Permit from DEP, PennDOT Highway Occupancy Permit, and DEP GP-5 (Utility Line Stream Crossing Permit), if required, the Developer, or the Developer's Agent, will be requested to furnish shop drawings for all materials and equipment. A Highway Occupancy Permit is required for work being completed within State highway right-of-way. The Department of Environmental Protection's GP-5 Permit must be completed for any project requiring the crossing of a utility under a stream. The Authority's Solicitor shall record the permits at the Recorder of Deeds Office.
2. The Developer must post financial security with the Authority in one of the following forms: a Surety Bond, Irrevocable Line of Credit, Sequestered Account, Cash in an Escrow Account, or a set aside agreement, in addition, a Labor and Materials Payment Bond equal to 100% of the project cost, and an 18-month Maintenance Bond equal to 20% of actual installation costs, after final acceptance by the Authority.
3. A pre-construction conference will be scheduled in which the Developer, his contractor, the Authority, Authority's Engineer, PennDOT (if involved), and affected utilities are to be represented. Any questions as to exactly how the construction will be handled and what is expected of the contractor shall be discussed to avoid any misunderstandings or misinterpretations during construction.
4. During construction, the contractor shall adhere to the requirements of the Authority's Manual. For further construction information, refer to Appendix C, Specifications for Sewer Construction, and the Rules and Regulations in the Component 1 section of this document. The contractor shall be responsible to assist the Authority's inspectors in gathering all reference dimensions for service connections, and shall provide the inspectors with cut sheets showing centerline cuts every 25' and manhole depths.
5. The Developer will be responsible for safety at the site during all phases of the project. When construction activities may impede normal traffic, the control of traffic will be accomplished in accordance with the details set forth in Publication 203A of the Pennsylvania Department of Transportation, the title of which is "Short Term Work Zone Traffic Control Guide".
6. When construction is complete, upon satisfactory completion of all air tests, mandrel tests, and/or exfiltration tests and restoration activity, the Developer shall be responsible for the costs incurred for the Authority's Consulting Engineer to prepare final as-built plans to the Authority's standards as defined in the Sewage Service and Construction Agreement.
7. Prior to final acceptance, the Authority or its authorized representative shall conduct a final walk through to verify final compliance. The Authority will not accept sewers if vertical and horizontal separation distances are not according to 10 State Standards without prior written consent from the Authority during construction.
8. After the Authority's Engineer verifies the accuracy and completeness of the as-built drawings, the Authority will formally accept the Developer-built sewers with a "Bill of Sale" form which the Developer and Authority shall execute.
9. The Authority will refund any of the initial deposit monies it has not expended.

DESIGN REQUIREMENTS

The design of all proposed sewage facilities must be in compliance with the requirements of the Department of Environmental Protection, but are subject to the approval of the Consulting Engineer of the Authority. The Domestic Wastewater Facilities Manual published and distributed by the Department of Environmental Protection is available as a guide for design and plan preparations. A copy can be obtained by writing to the Regional Sanitary Engineer, Department of Environmental Protection, Bureau of Water Quality Management, 230 Chestnut Street, Meadville, Pennsylvania 16335.

A. Plan Preparation

All final plans submitted to the Authority must be uniform and in accordance with Section 12 of the Domestic Wastewater Facilities Manual, referred to previously and must specifically conform to the following: (Also refer to Developer Check List.)

1. The size of each sheet shall be a minimum of 24 inches by 36 inches.
2. The title block in the lower-right corner of the drawings shall contain a title description, name of the project or plan, name of the Developer, name of the property owner, name of the engineer, scale of drawings and date. The title block shall also include space for the signature of the property owner and Developer.
3. Each sheet shall bear the seal and signature of a registered engineer, or, in the case where only sewers are proposed, the seal and signature of a registered surveyor will be acceptable.
4. For sewer drawings, plan, profile, and detail drawings shall be shown. Utility plans and overall site plans shall also be submitted.
5. All plans shall be drawn to a scale that permits all necessary information to be shown clearly. For sewer drawings, profiles shall have a horizontal scale of one hundred (100) feet or less to the inch and a vertical scale of ten (10) feet or less to the inch. Plans should be drawn to a corresponding horizontal scale of the profile view.
6. All elevations shall be based on USGS datum.
7. A cover sheet signed and sealed by a Professional Engineer or land surveyor (where permissible), with an index and/or index map shall be provided for sets of plans comprised of two (2) sheets or more.
8. One (1) sewer connection shall be shown for each property to be served.
9. All proposed utilities shall be shown on the plan and profile view of the drawings to verify horizontal and vertical spacing requirements.
10. During plan reviews, the Developers' Engineer shall be required to provide a comment response letter with each revision of the plans to address comments made by the Authority's Engineer.
11. For each additional plan review, only items addressed in the previous comment letter shall be reviewed, and, therefore, no changes except those required by the most recent comment letter shall be made to the resubmitted plans without notification to the Authority and the Authority's Consulting Engineer. Any changes made to the plans without proper notification shall be deemed not approved, and, therefore, not accepted by the Authority, and the Authority shall not be held liable for any damages, issues or costs incurred.

The plans shall provide the Authority's standard details for all appurtenances not clearly illustrated in the layout or plan drawings. For certain common appurtenances such as manholes, creek crossings, etc., the plans must specifically include the Authority's standard details included in the Component 3 section of this document. If desired, these standard details can be attached to the specifications on 8-1/2" x 11" sheets as provided in the Component 3 section of this document, but reference to these standard details must then be made on the plans.

All copies of drawings furnished to the Authority should be of the dark-line type. Upon completion of project construction, “as-built” drawings showing conditions including all underground utilities, angles and distances between manholes, sizes and brands and types of pipe, top and invert elevations of each manhole, exact location of all building sewer connections relative to the nearest manholes upstream and downstream, and the name of the contractor, shall be prepared by the Authority’s Consulting Engineer as defined in the Sewage Service and Construction Agreement, before final approval of construction will be given.

Plans of the Authority’s sewer system are available for reference at the Authority office, 607 Market Street, Zelienople, Pennsylvania 16063. Upon request, prints of any such drawings may be furnished by the Authority at the cost of reproduction. Under no circumstances shall any tracing or drawing be released directly to any person without authorization from the Authority.

B. Specifications

For all sewer construction, the material provided and methods of construction shall conform to the Authority’s “Specifications for Sewer Construction,” a copy of which is included in this guide manual as Appendix “C”. For special items not covered by these specifications, supplemental specifications shall be issued by the Authority to cover such items as deemed necessary by the Authority for each project. These supplemental specifications will be issued by the Authority upon receipt of preliminary plans or request from the private Developer.

For sewer projects to be constructed by the Developer’s own forces, it will be the responsibility of the Developer to completely familiarize his workmen with the requirements of all specifications and to maintain a copy on the job site for referral. For sewer projects to be constructed by a contract with a firm separate from that of the Developer, complete compliance with the required specifications shall be a term of the contract, and so verified to the Authority.

For projects involving other than sewer construction, such as pumping stations and treatment plants, it will be the responsibility of the Developer’s Engineer to submit detailed specifications for such construction. These specifications shall be subject to review by the Authority and revision if considered necessary by the Authority to assure that acceptable construction will be performed.

C. Easements

A permanent easement recorded in the name of the Authority of at least twenty five (25) feet, twelve and a half (12-1/2) feet from the centerline of the sanitary facilities, shall be provided for all proposed sanitary sewers. When a sanitary sewer is to be located in an easement immediately adjacent to a public right of way or any other utility easement, a minimum of twelve and a half (12-1/2) feet of easement space shall be provided in any direction from the centerline of the proposed sanitary facilities. For proposed sewers to be located on property outside the limits of the subdivision plan, right-of-way agreements or recorded release of damage claims shall be obtained by the Developer and evidence of such agreement furnished to the Authority prior to requesting final approval of plans. The special requirements of the Authority for these rights-of-way will be discussed with the Developer upon his pre-application or preliminary planning submissions. To facilitate future access for maintenance and repairs, unless otherwise approved by the Authority, the as-built sewer easement shall result in a stabilized minimum ten (10) foot wide area within the twenty-five (25) foot easement. The stabilized ten (10) foot wide area shall have a final cross slope not to exceed five (5) percent.

CHECKLIST FOR DEVELOPERS SEWER DRAWINGS

Note that before construction drawings can be submitted for review, DEP Sewage Facilities Planning Modules must be approved.

Three (3) copies of preliminary construction Plan and Profile drawings showing subdivision lots and easements for sewers are given an initial review by the Authority's Engineers and a construction cost estimate provided by the Developer will become the basis for the 20% deposit which the Developer provides to the Authority.

A. Construction Plans

1. Cover sheet signed and sealed.
2. Location map showing proposed development and existing sewers in vicinity.
3. Drawing index if over two (2) drawings.
4. Recording Plan showing sewer easements. Individual R/W agreements with R/W drawings if sewer through private property.
5. North Arrows.
6. Sewer abutting each lot.
7. Engineer's seal and signature on each drawing.
8. Existing sewer permit number at tie-in point.
9. Water tight manholes where prone to high water.
10. Sewers out of streams where possible.
11. Utility clearance, minimum 4' horizontal separation from all utilities or appurtenances included but not limited to: pipes, cables, conduits, wires, catch basins, electric pedestals, other manholes. Field adjustments shall require written approval from the Authority or authorized representative.
12. No flow channels with change of direction angle less than 90°.
13. Drawing size 24" x 36".
14. Scale 1" = 100' (1" = 50' preferred).
15. All underground utilities plus Act 287 Utility Listing.
16. Only numeric digits permitted for manhole numbers on plans. No letters shall be permitted.
17. Sanitary Easements, 25' in width, sanitary facilities to be centered within easement, and stabilized for access with a cross slope not to exceed 5%.

B. Profiles

1. On USGS datum with a vertical scale of 1" = 10'.
2. 400' maximum between manholes.
3. Concrete anchors when over 20% slope.
4. MH at end of each line with single hole vented lid.
5. Minimum 5' cover in all areas.
6. Maximum cover should not exceed 20' if possible.
7. Bored state road crossings.

8. Utility clearances, 18" minimum vertical clearance from any other utilities or appurtenances including but not limited to: pipes, wires, conduits, and cables. Field adjustments shall require written approval from the Authority or authorized representative.
9. Minimum 0.50% slope, 1.00% at end of lines.
10. Drop manholes for 2.0' differences in and out of manholes.
11. Concrete encasement under streams.
12. Match crowns with larger diameter sewers.
13. Trench Plugs installed on each sewer section between 10' and 20' above downstream manhole, never installed over a pipe joint.
14. Manholes in offsite areas shall be shown one (1) to two (2) feet above finished grade, and shall have a green Rhino Three Rail locator stake marked Sanitary Sewer installed at each manhole.
15. Manholes installed in on-site unimproved areas may be installed at grade with a Rhino Three Rail locator stake.
16. Sewers installed on fill areas shall require a special note to be added to the profile view. See Section 4.03 B of Appendix C.

C. Miscellaneous

1. Erosion and Sedimentation Control Plan required with plan submittal.
2. Final Landscape Plan must be provided, no tree planting to occur within the sanitary easement, or within 10' of the sewer main when in public right of way.
3. Direction of Flow arrows shown on Sanitary Plan View Sheet.
4. Upon final approval of the Plans the following shall be submitted: Three (3) full plan sets stamped "*Issued for Construction*" to the Authority, one (1) plan set stamped "*Issued for Construction*" to the Authority's Engineer, and pdf files to both.

D. Sewer Design Considerations

1. Easement provided for possible future extensions.
2. Sewer deep enough for possible future extensions.
3. Sewer size and slope for possible future flows.
4. Downstream system capacity must exist.

LAWS AND REGULATIONS PERTAINING TO NEW SEWER CONSTRUCTION

Both the Authority and the Commonwealth of Pennsylvania have enacted various laws and regulations concerning the construction of sanitary sewers, the most important of which include:

A. Department of Environmental Protection (DEP)

Of primary importance to the requirements of the Commonwealth is the Clean Streams Law, administered by the Department of Environmental Protection for the State Sanitary Water Board, in accordance with Act No 394 of the General assembly of Pennsylvania, approved June 22, 1937, which provides as follows:

“Approval of plans, designs, and relevant data by the Sanitary Water Board. All plans, designs, and relevant data for the construction of any new sewer system, or for the extension of any sewer system, by a person or municipality, or for the erection, construction, and location of any treatment works or intercepting sewers by a person or municipality, shall be submitted to the Sanitary Water Board for its approval before the same are constructed or erected or acquired. Any such construction or erection which has not been approved by the Board by written permit, or any treatment works not operated or maintained in accordance with the rules and regulations of the Board, is hereby also declared to be a nuisance and abatable as herein provided.”

Because permits can generally only be issued to municipalities, agencies of the municipalities or public utilities, all permits for the construction of new sewerage facilities by private Developers or other private interests must be obtained in the name of the Western Butler County Authority, the agency responsible for public sewerage in the Borough of Zelienople, Borough of Harmony, Jackson Township, and Lancaster Township. Application forms can be obtained by writing to the Pennsylvania Department of Environmental Protection, Bureau of Water Quality Management, 230 Chestnut Street, Meadville, Pennsylvania 16335 or obtained from the Department’s website at www.dep.state.pa.us/.

The actual submittal of this application will be by the Authority, however the private Developer must prepare the application. In addition, the Developer proposing the construction of the sewerage facilities shall pay the permit fee to the State. The Department of Environmental Protection has up to 180 days to process the application. Because construction cannot proceed without the permit, this delay should be taken into account in the original planning of the sewerage project.

Another requirement of DEP pertains to the installation, operation, and maintenance of utility line stream crossings of the regulated waters of the Commonwealth. This authorization is under Section 7 of the Dam Safety and Encroachments Act, 32 P.S. §§693.7, et seq., and the rules and regulations promulgated thereunder at §§105.441-105.449 (relating to general permits).

This Act requires that a permit be obtained from the Department of Environmental Protection prior to actual construction. Application for such permit will be made by the person(s) proposing the new sewerage facilities. Application forms can be obtained by writing to the Department of Environmental Protection, 230 Chestnut Street, Meadville, Pennsylvania 16335, or from the DEPs website. All permit applications shall first be submitted to the Authority for review. The Authority will retain one (1) copy. Normally, a period of at least two (2) months is required by the DEP to process this permit application. Any fee required will be paid by the Developer.

In conjunction with the DEP requirements, special attention is directed to the requirements of the Soil Conservation District, Pennsylvania Fish and Game Commission, and DEP that adequate measures be taken to limit the erosion of the soil disturbed during construction and to trap sediment resulting from work in or along streams and prevent the siltation of waterways.

B. Department of Transportation

When any proposed construction is to be undertaken within the right-of-way of any public roadway, the Department of Transportation requires that a Highway Occupancy Permit be obtained from the Department. Here again, the person(s) proposing the new sewerage facilities shall be responsible for obtaining the Highway Occupancy Permit, when required, however, the permit shall be in the name of the Authority. All applications shall be submitted to the Authority for review. The Authority will retain one (1) copy. Application forms can be obtained by writing to the Permits Unit, Department of Transportation, P.O. Box 429, Indiana, Pennsylvania 15701. Any fee required will be paid by the Developer. The permit must be delivered to the Authority prior to construction.

C. Department of Labor and Industry

It is also a requirement of the State that all sewer construction conform to the Regulation for Excavation and Construction of the Department of Labor and Industry. For the most part, these regulations govern safety requirements of construction excavation, particularly as to bracing, shoring and sheeting of trench excavation. It is specifically required that notice by the contractor be given to the Department of Labor and Industry on prescribed forms before any excavation is started. An exception to this requirement of notice is allowed for “any person hereinafter known as ‘FIRM’, the majority of whose revenue is not obtained from contracting or construction, which digs or orders dug by its own employees more than two hundred (200) excavations in any one year” if the following requirements are met: (1) an exemption application be filed with the Department. (2) All work be supervised by either a registered engineer or a member of the American Society of Safety Engineers. (3) A daily file of work information be maintained. (4) All disabling injuries be reported to the Department.

All work shall be done in conformance with the provisions of safety of the commonwealth of Pennsylvania and the U.S. Occupational Safety and Health Act (OSHA).

Application forms and copies of the Regulations for Excavation and Construction can be obtained by writing to the Secretary, Department of Labor and Industry, Harrisburg, Pennsylvania. All applications and notices to the Department of Labor and Industry shall first be submitted to the Authority for review. The Authority will retain one (1) copy. Any fee required will be paid by the Developer.

D. Act 57 Tap Fee Legislation

A reimbursement component is provided by Act 57 to reimburse the property owner or owners at whose expense such facilities were constructed, for costs incurred in constructing the facilities.

Where a property owner constructs or causes to be constructed at his expense, any extension of a sewer system of the Authority, the Authority shall provide for the reimbursement to the property owner when the owner of another property, not in the development for which the extension was constructed, connects a service or lateral line directly to the extension within ten (10) years of the date of the dedication of such extension to the Authority, in accordance with the following provisions.

Such reimbursement shall be equal to the distribution or collection part of each tapping fee collected as a result of subsequent connections. The Authority shall be entitled to deduct from each reimbursement payment an amount equal to five (5) percent, which shall be deemed to represent the appropriate charge

for administration expenses and services rendered in calculating, collecting, monitoring and disbursing the reimbursement payments to the property owner entitled thereto.

Reimbursement shall be limited to those lines which have not previously been paid for by the Authority.

The Authority shall, in the preparation of the necessary reimbursement agreement with the property owner for whose benefit reimbursement will be provided, attach as an exhibit an itemized listing of all sewer facilities for which reimbursement shall be provided.

The total reimbursement to which a property owner shall be entitled shall not exceed the cost of all labor and material, engineering design charges, the cost of performance and maintenance bonds, Authority review and inspection charges, flushing and televising charges and any and all charges involved in the acceptance and dedication of such facilities by the Authority, less the amount which would be chargeable to such property owner(s) based upon the Authority's collection and distribution tapping fees which would be applicable to all lands of the property owner(s) served directly or indirectly through such extensions if the property owner(s) did not fund the extension.

The Authority shall be required to notify by certified mail, to their last known address, the property owner(s) for whose benefit such reimbursement shall apply, within thirty (30) days of the Authority's receipt of any such reimbursement payment. In the event that the property owner(s) have not claimed a reimbursement payment within one hundred twenty (120) days of the mailing of the notice, the payment shall revert to and become the sole property of the Authority with no further obligation on the part of the Authority to refund the payment to the property owner.

The Authority's tap fee has been calculated in accordance with Act 57 and is available at the Authority office for review.

WESTERN BUTLER COUNTY AUTHORITY RULES AND REGULATIONS

In addition to State laws and regulations, the Western Butler County Authority enforces certain requirements pertaining to the construction of sewage facilities. Please find the rules and regulations of the Authority in the Component 1 section at the beginning of the document.

Of equal importance are the requirements of the Land Subdivision Regulations of the Boroughs of Zelienople and Harmony, and Jackson and Lancaster Townships. These regulations provide procedures to be followed by the private Developer in the subdivision and development of land in these areas, including the providing of sanitary sewers. As discussed previously, it is the purpose of this manual to amplify the general requirements and procedures of these regulations as related to sewer construction only.

However, where there might be any conflict between the subdivision regulations and the Authority's requirements as pertains to sewage, the requirements of the Authority will always prevail.

The special requirements of the Authority shall be considered as the official regulations of the Western Butler County Authority. From time to time, the present laws and regulations of the State, the Township and the Authority pertaining to sewage may be revised and amended.

INSPECTION OF CONSTRUCTION

All construction of sewage facilities in the Authority's service area shall be subject to inspection by representatives of the Authority to assure that such construction is accomplished in accordance with the approved plans and specifications.

At least ten (10) 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, his construction foreman and representatives of the Authority to completely review all aspects of the construction project, prior to start of construction. This meeting is considered extremely important both to the interest of the Authority and the contractor. Therefore, this requirement will be strictly enforced and no construction will be permitted without such a meeting.

The responsibility for inspection of the construction project for the Authority will be with the Authority under the advice of the Consulting Engineer. Direct inspection of the construction will be performed by an Authority employee or an outside consultant working under the direction of the Authority Manager. The detailed method of operation and coordination between the Authority and its representatives and the contractor for each project will be completely reviewed at the pre-construction meeting referred to above. In general, however, the inspector will be the Authority's representative on the job, inspecting all materials and methods of construction to assure that they comply with the requirements of the approved plans and specifications and will have complete authority to enforce such requirements. It will be expected that the contractor coordinate all construction activities with the Authority Manager and/or inspector and be reasonable in the scheduling of construction to occur within the following times:

1. No Sundays or Holidays.
2. Saturdays only with advance approval and agreement from the Authority Manager and Inspector.
3. Permissible construction schedule must be agreed upon, and approved by the Authority during the preconstruction meeting.

At no time shall the contractor undertake any construction work without the knowledge of the inspector. If the requirements of the approved plans and specifications are not being met, the inspector can require, with written notice, that all work be stopped until compliance with the approved plans and specifications is gained.

Should any questions or controversies arise between the contractor and the inspector, the decision of the Authority's Manager or the Authority's Consulting Engineer will be final.

Upon completion of the construction work, a detailed final inspection including a survey shall be made by the Authority to determine that the completed facilities have been constructed in accordance with the approved plans and specifications and that a minimum twelve and one-half (12.5) feet of public right-of-way is available on each side of the sewer. Approval will not be given by the Authority until all discrepancies and deficiencies revealed by this final inspection have been satisfactorily corrected.

APPENDIX “A”

SEWAGE SERVICE AND CONSTRUCTION AGREEMENT



Appendix A

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SEWAGE SERVICE AND CONSTRUCTION AGREEMENT

MADE AND ENTERED INTO AS OF THIS ____ day of _____, 20____, by and between the WESTERN BUTLER COUNTY AUTHORITY, of Zelienople, Butler County, Pennsylvania, organized under and existing under the laws of the Commonwealth of Pennsylvania, hereinafter called the "Authority",

A
N
D

_____,
Hereinafter called the "Developer".

W I T N E S S E T H:

WHEREAS, the Authority provides sewage service in _____, Butler County, Pennsylvania; and

WHEREAS, the Developer has requested and will require sewage service for the development known as: _____

WHEREAS, the development will serve the following types and quantities of units:

being a project of Developer known as _____; and

WHEREAS, to make sewage facilities available, sanitary sewer lines must be extended from the Authority's facilities and through property of Developer, as shown on the Construction Plan, attached hereto and made a part hereof; and

WHEREAS, the Developer is willing, upon the terms and conditions of this Agreement, to extend sewer lines in accordance with the Manual of Procedures and Rules and Regulations of the Authority; and

WHEREAS, the Authority is willing, upon the terms and conditions of this Agreement, to have sewer lines extended in accordance with the Manual of Procedures and Rules and Regulations of the Authority to provide sewage service to the Project.

NOW THEREFORE, in consideration of the foregoing premises and covenants and conditions hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I: Installation

1. The Developer shall install the sewer lines and all appurtenances, hereinafter sometimes referred to as the “installations” as shown on the final approved sanitary plans which are marked “Issued for Construction”. All materials and workmanship shall be in accordance with the detailed specifications of the Authority and its Consulting Engineer.
2. The Developer and/or subsequent owner of any property to be served by installations constructed pursuant to this Agreement will install at his cost and expense and in accordance with the Authority’s specifications and Rules and Regulations building sewers for each premises requiring sewer service. The layout and other design features shall be subject to the approval of the Authority.

ARTICLE II: Responsibility for Costs

1. The Developer shall be responsible for all costs in connection with the installations; the term “costs” shall include but may not be limited to the following:
 - A. Cost of all sewer lines.
 - B. Cost of connections to existing systems.
 - C. Cost of all fittings, manholes, appurtenances, and all other related work.
 - D. Cost of all rights-of-way and lands, including acquisition.
 - E. All engineering, legal, overhead and miscellaneous costs incurred in connection with the sewer line installations.
 - F. Cost of engineering and inspection services required during construction and testing of the installation.
 - G. Cost of producing appropriate as-built drawings and autocad files
2. The Developer shall deposit with the Authority concurrently with the execution and delivery of this Agreement an amount equal to twenty percent (20%) of the estimated cost of construction (total cost of construction shall include ten percent (10%) for omission and contingency) of the installations, to reimburse the Authority for the payment of the costs of inspection, engineering, legal, overhead and such additional costs as may be incurred by the Authority. The Authority agrees upon its acceptance of the installations, to refund to the Developer the balance, if any, of the initial or any subsequent deposit not expended, including any unspent fees paid during the pre-application phase. If the Authority determines at any time during the project that the amount of money deposited by the Developer is insufficient to cover the costs incurred by the Authority for the services listed above, then the Authority shall require the Developer to deposit additional

monies to cover payment of those costs. The Developer agrees to maintain a minimum balance of \$1,000.00 in escrow with the Authority at all times.

ARTICLE III: Approvals

1. The Authority shall have the right to approve the Developer's sewer line Contractor. The Developer shall furnish to the Authority a resume of the Contractor's experience and proof that the Contractor carries liability and property damage insurance in an amount not less than \$500,000/\$1,000,000.
2. The Developer shall obtain all additionally required municipal, county, and state permits and approvals and shall abide by the rules and regulations governing said permits and approvals in effect at the time of issuance. Should all such required additional permits and approvals not be available to the Developer at time of its application to the Authority for necessary permits, the Authority may consider issuance of its permits for specified phases or areas of the Development.
3. The Developer shall furnish evidence to the Authority that the materials used on the project comply with the materials specifications of the Authority. No order shall be placed for any material or equipment by the Developer until approval is given by the Authority. The Authority will not be held liable for costs of materials ordered.
4. In order to provide the Authority with the opportunity to inspect work on a full time basis, the Developer shall notify the Authority, in writing, ten (10) days in advance of any construction. All work to be completed within the following time frame:
 - A. No Sundays or Holidays.
 - B. Saturdays only with advance approval and agreement from the Authority Manager and Inspector.
 - C. Permissible construction schedule must be agreed upon, and approved by the Authority during the preconstruction meeting.
5. The Authority shall have the right to test all building sewers. The Authority shall have the right to require all work to cease and to be discontinued if, in the opinion of the Authority or its' authorized representative, the work constitutes a danger or unsafe condition to any person or if work is not being performed in accordance with the specifications.

ARTICLE IV: Installations

1. The Developer shall complete the work according to the specifications. The installations so completed, excluding individual service lines or laterals, shall be the property of the Authority. The Authority shall have the right to extend the installations and to make any other sewer extensions beyond the installations without any obligation to or permission or consent from the Developer. Such extensions shall not obligate the Developer for any additional construction contribution and shall not be considered as connections subject to any refund, except as may be hereinafter specifically stated.

ARTICLE V: Plans and Easements

1. The Developer shall submit plans for all installations for approval by the Authority and its Consulting Engineer. Upon completion of the installations, the Developer shall be responsible for all costs incurred for the Authority's Consulting Engineer to furnish to the Authority "as-built" plans along with two (2) mylars of all installations constructed and installed pursuant to this Agreement, which as built plans shall include plan view stationing of appurtenances including but not limited to: service connections, and invert elevations at all manholes and length of sewers, deflection angles and such other information as the Authority may require. The Developer shall also be responsible for costs incurred for the Authority's Consulting Engineer to update the Authority's GIS Sanitary Network Viewer.
2. The Developer shall cause all necessary easements for sewer lines for the use of the Authority to be shown on the recorded plan of the Development. The Developer shall secure all necessary permanent rights-of-way or easements at least twenty five (25) feet in width, twelve and a half (12 1/2) feet from the centerline of the sanitary, giving Developer and the Authority the free and uninterrupted use, liberty and privilege to construct and maintain sewer lines with all necessary connections, appurtenances and related facilities that may be required, together with the free ingress, egress and regress to and for the Developer, Authority, and authorized representative, their successors and assigns at all times hereinafter to enter upon the right-of-way or easement for the purpose of construction, installation, maintenance, repair and replacement of the sewer lines, appurtenances and related facilities.

ARTICLE VI: Permits

1. The Developer shall submit sufficient data and information to permit the Authority to apply to the Department of Environmental Protection of the Commonwealth of Pennsylvania for a Water Quality Management Permit approving the proposed sewer line extension, if required. The Developer shall not begin construction of the sewer line extension until such Permit is received. A permit is generally required for all extensions serving more than 250 EDUs or if the extension includes a sewage pumping station or interceptor sewer.
2. The Developer further agrees that, if the Commonwealth has not issued a Permit within six (6) months after the date hereof, this Agreement will be considered null and void and both parties will be relieved of any further obligations, except that the Developer shall remain responsible for paying the Reservation of Capacity Charge and shall reimburse the Authority for the costs it incurred as of the date on which the Authority was notified of the rejection of the Permit Application.

ARTICLE VII: Acceptance of Installations

“Applications for Service”

1. After the Developer has performed within the terms of this Agreement, he shall certify completion of the facilities to the Authority. If the Authority and its Consulting Engineer find that completion has occurred pursuant to the specifications and terms of this Agreement, the Authority shall accept ownership of the installations and shall so notify the Developer in writing.
2. Upon the acceptance of the installations by the Authority, the Developer or its successors or assigns shall submit written applications for sewage service on forms prescribed by the Authority which applications shall be accompanied by payment of the proper sewage treatment and connection fees.
3. After acceptance of the installations and upon receipt of applications for service and payment of sewage treatment and connection fees, the Authority shall furnish sanitary sewage service under the terms of this Agreement and in accordance with the Authority’s schedule of rates and rules and regulations.

ARTICLE VIII: Bonds

1. The Developer contemporaneously with the execution of this Agreement shall furnish the Authority with bonds of a surety company acceptable to the Authority with surety in the amount of 110% of the estimated cost of construction of the installations proposed herein, the estimate of cost to be subject to the approval of the Authority’s Consulting Engineer, one of the bonds to be conditioned for the faithful performance of the items herein set forth, and containing the specific provisions herein set forth; and a separate Labor and Material Payment Bond with surety in the same amount, to be conditioned as provided by the Act of Assembly of the Commonwealth of Pennsylvania and containing the specific provisions therein set forth.
2. The Developer, before the surety company which furnished the Performance Bond is released, and prior to acceptance of the installations by the Authority, shall furnish to the Authority a Maintenance Bond of a surety company acceptable to the Authority in an amount equal to 20% of the estimated cost of the work, under which bond the Developer shall agree for himself, his heirs, executors, administrators, successors and assigns, to maintain the installations and all work done under this Agreement in good condition for a period of eighteen (18) months from the date of final acceptance of the work by the Authority.
3. **Failure to Complete** - In the event that the Developer shall fail to complete the public improvements required by this Agreement within the time period designated herein, or shall abandon the project for a period of one (1) year, then the Authority may, but shall not be obligated to, proceed to complete the public improvements and to collect the costs of such public improvements from the Developer and/or the bonding company.

4. Should the cost of such public improvements be in excess of the amount of the Performance Bond required hereunder, such excess shall nevertheless be collectible from the Developer or shall be filed as a lien against the property itself and enforced thereafter as all other obligations payable to the Authority. Any such action of the Authority in completing the public improvements shall not, in and of itself, constitute acceptance of or create an obligation on the part of the Authority to repair or maintain the same thereafter.
5. The Developer does by these present, authorize and empower the Authority to enter as a lien against the property an amount equal to the amount which the Authority shall be required to expend to complete the public improvements referred to herein. Nothing contained herein, however, shall require the Authority to pursue any particular remedies authorized herein, and the Authority may proceed against the Performance Bond provided for herein even though no action shall be taken or other remedies pursued by the Authority.
6. **Release of Security upon Completion** - After the satisfactory completion of all improvements contemplated herein to the Development and the acceptance by the Authority of any of the public improvements installed by the Developer, the Authority shall fully discharge or release the bond or other financial security for performance.
7. **Renewal of Financial Security** - All improvements proposed to be installed in conjunction with the Development must be completed a minimum of thirty (30) days prior to the expiration of the financial security (or any approved extension thereof) posted for those improvements. Failure by Developer to complete improvements as proposed at least thirty (30) days prior to the expiration of the financial security, or to extend or renew the posted financial security in accordance with a construction schedule reviewed and approved by the Authority's Engineer, may result in the filing of a claim by the Authority on any and all remaining security funds.

ARTICLE IX: Indemnification

1. The Developer agrees that it will defend the Authority against all claims and suits for damages to person or property, or any of them, arising from or in connection with the work caused or alleged to have been caused by the Developer's negligence, and/or by the negligence or alleged negligence of the Developer's contractor, and will further indemnify and hold harmless the Authority including court costs and reasonable attorneys' fees.

ARTICLE X: Sewage Treatment and Connection Fees and Minimum Sewage Charges

1. A Developer desiring to reserve capacity from the Authority must notify the Authority in writing of such desire when final plan approval is received from the municipality within which the development is located. A copy of the cover page of the final plans fully executed by municipal and county officials shall be furnished to the Authority. A Developer electing to reserve capacity shall pay the Authority a Reservation of Capacity Charge for each EDU in the approved development irrespective of whether houses or other structures are erected in the Project in accordance with the Municipalities Authority Act of 1945 as amended. Should the Developer fail

to comply with the foregoing schedule, the Authority, upon written notice to the Developer, shall have the right to refuse service to those units for which no Reservation of Capacity Charges have been paid up to the time when the tap fee is paid.

2. In accordance with Act 57, where a property owner constructs or causes to be constructed at his expense any sewer extension of the Authority, the Authority shall reimburse the owner in an amount equal to the distribution or collection part of the tapping fee collected as a result of subsequent service connections made to the conveyance sewer constructed by the property owner. This reimbursement will be provided to the property owner when the owner of another property, not in the development for which the extension was constructed, connects a service or lateral line directly to the conveyance portion of the extension within ten (10) years of the date of dedication of the extension to the Authority.

The total reimbursement to which a property owner or owners shall be entitled shall not exceed the cost of all labor and material, engineering design charges, the cost of performance and maintenance bonds, Authority review and inspection charges, as well as flushing and televising charges and any and all charges involved in the acceptance and dedication of such facilities by the Authority, less the amount which would be chargeable to such property owner based upon the Authority's collection and distribution tapping fees which would be applicable to all lands of the property owner served directly or indirectly through such extensions if the property owner did not fund the extension.

The Authority shall be required to notify by certified mail, to their last known address, the property owner or owners for whose benefit such reimbursement shall apply within thirty (30) days of the Authority's receipt of any such reimbursement payment. In the event that the property owner or owners have not claimed a reimbursement payment within one hundred twenty (120) days of the mailing of the notice, the payment shall revert to and become the sole property of the Authority with no further obligation on the part of the Authority to refund the payment to the property owner or owners.

ARTICLE XI: Miscellaneous

1. The Developer agrees that the right to sewer service from the installations constructed under the terms of this Agreement shall at all times be subject to the rates, rules and regulations of the Authority.
2. All bills submitted by the Authority to the Developer for costs incurred by the Authority under Section 1 of Article II hereof in excess of the 20% deposit shall be due and payable upon presentation to the Developer, and beginning 30 days from the date thereof shall bear interest at the rate of 12% per annum.
3. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement, change, waiver, discharge or termination is sought.
4. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and shall supersede all prior understandings and agreements between the parties

with respect to the subject matter. The captions in this Agreement are for purposes of reference only and shall not limit or otherwise affect any of the terms hereof. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. The Developer may not assign or transfer its rights hereunder without the prior written consent of the Authority.
6. This Agreement shall be a covenant running with the land and may be recorded and shall bind the parties hereto, their heirs, executors, personal representatives, successors and assigns.
7. If Developer is non-compliant as to any provisions contained in this Agreement, the Authority may hold Developer “in breach” by indicating the breach in writing. The Authority is authorized to impose daily penalty fines in the amount of \$500 upon Developer until such time as Developer becomes compliant. The issue of compliance or non-compliance shall be determined by the Authority’s Engineer, and/or any other persons appointed by the Authority for the enforcement of its Rules and Regulations.
8. This Agreement shall be governed by and construed in accordance with internal laws of the Commonwealth of Pennsylvania.
9. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision in any other jurisdiction.
10. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either Bellevue or the Developer.
11. This Agreement may be executed in counterparts, each of which shall be one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in accordance with proper authorization of their respective Boards and have caused this instrument to be executed by their proper corporate officers and their corporate seals affixed, all the day and year first above written.

ATTEST

WESTERN BUTLER COUNTY AUTHORITY

Secretary

BY _____
Chairman

BY _____
Developer

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF BUTLER)

SS:

On this _____ day of _____, 20____, before me, a Notary Public, the undersigned officer, personally appeared _____, who, acknowledged himself to be the Developer, and that he/she as such Developer being authorized to do so, executed the foregoing instrument for the purposes therein contained, and to the end that it may be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

APPENDIX “B”

PUMP STATION DESIGN AND CONSTRUCTION AGREEMENT

Appendix B

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PUMP STATION DESIGN AND CONSTRUCTION AGREEMENT

MADE AND ENTERED INTO AS OF THIS ____ day of _____, 20____, by and between the WESTERN BUTLER COUNTY AUTHORITY, of Zelienople, Butler County, Pennsylvania, organized under and existing under the laws of the Commonwealth of Pennsylvania, hereinafter called the "Authority",

A
N
D

Hereinafter called the "Developer".

W I T N E S S E T H:

WHEREAS, the Authority provides sewage service in _____, Butler County, Pennsylvania; and

WHEREAS, the Developer has requested and will require sewage service for

being a project of Developer known as _____; and

WHEREAS, to make sewage facilities available to the Project, a sanitary sewer pump station must be designed and installed, as shown on the Construction Plan, attached hereto and made a part hereof; and

WHEREAS, the Developer is willing, upon the terms and conditions of this Agreement, to design and install a sanitary sewer pump station in accordance with the Plans; and

WHEREAS, the Authority is willing, upon the terms and conditions of this Agreement, to have the Developer design and install a sanitary sewer pump station in accordance with the Plans to provide sewage service to the Project.

NOW THEREFORE, in consideration of the foregoing premises and covenants and conditions hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I: Installation

1. The Developer shall design and install a sanitary sewer pump station and all appurtenances, hereinafter sometimes referred to as the “installations” as shown on the Plans. All materials and workmanship shall be in accordance with the detailed specifications of the Authority and its Consulting Engineer.
2. The Developer shall use the Authority’s Engineer, a professional engineering firm licensed to practice in the Commonwealth of Pennsylvania, to prepare and design the plans and specifications for the sanitary sewer pump station and all other appurtenances to the sanitary sewer pump station.
3. The Developer and/or subsequent owner of any property to be served by the sanitary sewer pump station constructed pursuant to this Agreement will install at his cost and expense and in accordance with the Authority’s specifications and Rules and Regulations a sanitary sewer pump station. The layout and other design features shall be subject to the approval of the Authority.

ARTICLE II: Responsibility for Costs

1. The Developer shall be responsible for all costs in connection with the installations; the term “costs” shall include but may not be limited to the following:
 - A. Cost of the Authority’s engineer to design the sanitary sewer pump station and all other appurtenances.
 - B. Cost of constructing the sanitary sewer pump station and all other appurtenances.
 - C. Cost of connections to existing systems.
 - D. Cost of all fittings, manholes, appurtenances, and all other related work.
 - E. Cost of all rights-of-way and lands, including acquisition.
 - F. All engineering, legal, overhead and miscellaneous costs incurred in connection with the design and installation of the sanitary sewer pump station.
 - G. Cost of engineering and inspection services required during construction and testing of the installation.
2. The Developer shall deposit with the Authority concurrently with the execution and delivery of this Agreement an amount equal to ____ percent (___%) of the estimated cost of construction of the installations, to reimburse the Authority for the payment of the costs of inspection, engineering, legal, overhead and such additional costs as may be incurred by the Authority. The Authority agrees upon its acceptance of the installations, to refund to the Developer the balance, if any, of the

initial or any subsequent deposit not expended, including any unspent fees paid during the pre-application phase. If the Authority determines at any time during the project that the amount of money deposited by the Developer is insufficient to cover the costs incurred by the Authority for the services listed above, then the Authority shall require the Developer to deposit additional monies to cover payment of those costs.

ARTICLE III: Approvals

1. The Authority shall have the right to approve the Developer's sanitary sewer pump station Contractor. The Developer shall furnish to the Authority a resume of the Contractor's experience and proof that the Contractor carries liability and property damage insurance in an amount not less than \$500,000/\$1,000,000.
2. The Developer shall furnish evidence to the Authority that the materials used on the project comply with the materials specifications of the Authority. No order shall be placed for any material or equipment by the Developer until approval is given by the Authority.
3. In order to provide the Authority with the opportunity to inspect work on a full time basis, the Developer shall notify the Authority, in writing, forty eight hours in advance of any construction. The Authority shall have the right to test all building sewers, sewer facilities and the pump station. The Authority shall have the right to require all work to cease and to be discontinued if, in the opinion of the Authority or its Consulting Engineer, the work constitutes a danger to customers of the Authority or if work is not being performed in accordance with the specifications.

ARTICLE IV: Installations

1. The Developer shall complete the work according to the specifications. The installations so completed, shall be the property of the Authority.

ARTICLE V: Plans and Easements

1. The Developer shall submit plans for all installations for approval by the Authority and its Consulting Engineer. Upon completion of the installations, the Developer shall furnish to the Authority "as built" plans of all installations constructed and installed pursuant to this Agreement, which as built plans shall include information verifying that the sanitary sewer pump station was built within the easements;

plans and profiles of the roads, showing established center lines and such other information as the Authority may require.

2. The Developer shall cause all necessary easements for sewer lines for the use of the Authority to be shown on the recorded plan of the Development. The Developer shall secure all necessary permanent rights-of-way or easements giving Developer and the Authority the free and uninterrupted use, liberty and privilege to construct and maintain the sanitary sewer pump station with all necessary connections, appurtenances and related facilities that may be required, together with the free ingress, egress and regress to and for the Developer and the Authority, their successors and assigns at all times hereinafter to enter upon the right-of-way or easement for the purpose of construction, installation, maintenance, repair and replacement of the sewer lines, appurtenances and related facilities.

ARTICLE VI: Permits

1. The Developer shall submit sufficient data and information to permit the Authority to apply to the Department of Environmental Protection of the Commonwealth of Pennsylvania for any necessary permits relating to the proposed sanitary sewer pump station. The Developer shall not begin construction of the sanitary sewer pump station until such permit(s) is received by the Authority.
2. The Developer further agrees that, if the Commonwealth has not issued any required permit within six months after the date hereof, this Agreement will be considered null and void and both parties will be relieved of any further obligations, except that the Developer shall remain responsible for paying the Reservation of Capacity Charge and shall reimburse the Authority for the costs it incurred as of the date on which the Authority was notified of the rejection of the permit application.

ARTICLE VII: Acceptance of Installations

“Applications for Service”

1. After the Developer has performed within the terms of this Agreement, he shall certify completion of the facilities to the Authority. If the Authority and its Consulting Engineer find that completion has occurred pursuant to the specifications and terms of this Agreement, the Authority shall accept ownership of the installations and shall so notify the Developer in writing.

ARTICLE VIII: Bonds

1. The Developer contemporaneously with the execution of this Agreement shall furnish the Authority with bonds of a surety company acceptable to the Authority with surety in the amount of 100% of the estimated cost of construction of the installations proposed herein, the estimate of cost to be subject to the approval of the Authority's Consulting Engineer, one of the bonds to be conditioned for the faithful performance of the items herein set forth, and containing the specific provisions herein set forth; and a separate Labor and Material Payment Bond with surety in the same amount, to be conditioned as provided by the Act of Assembly of the Commonwealth of Pennsylvania and containing the specific provisions therein set forth.
2. The Developer, before the surety company which furnished the Performance Bond is released, and prior to acceptance of the installations by the Authority, shall furnish to the Authority a Maintenance Bond of a surety company acceptable to the Authority in an amount equal to 20% of the estimated cost of the work, under which bond the Developer shall agree for himself, his heirs, executors, administrators, successors and assigns, to maintain the installations and all work done under this Agreement in good condition for a period of eighteen (18) months from the date of final acceptance of the work by the Authority.

ARTICLE IX: Indemnification

1. The Developer agrees that it will defend the Authority against all claims and suits for damages to person or property, or any of them, arising from or in connection with the work caused or alleged to have been caused by the Developer's negligence, and/or by the negligence or alleged negligence of the Developer's contractor, and will further indemnify and hold harmless the Authority including court costs and reasonable attorneys' fees.

ARTICLE X: Miscellaneous

1. The Developer agrees that the right to sewer service from the installations constructed under the terms of this Agreement shall at all times be subject to the rates, rules and regulations of the Authority.
2. All bills submitted by the Authority to the Developer for costs incurred by the Authority under Section 1 of Article II hereof in excess of the ____% deposit shall be due and payable upon presentation to the Developer, and beginning 30 days from the date thereof shall bear interest at the rate of 12% per annum.

3. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement, change, waiver, discharge or termination is sought.
4. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and shall supersede all prior understandings and agreements between the parties with respect to the subject matter. The captions in this Agreement are for purposes of reference only and shall not limit or otherwise affect any of the terms hereof. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
5. The Developer may not assign or transfer its rights hereunder without the prior written consent of the Authority.
6. This Agreement shall be a covenant running with the land and may be recorded and shall bind the parties hereto, their heirs, executors, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in accordance with proper authorization of their respective Boards and have caused this instrument to be executed by their proper corporate officers and their corporate seals affixed, all the day and year first above written.

ATTEST

WESTERN BUTLER COUNTY AUTHORITY

Secretary

BY _____
Chairman

Developer

COMMONWEALTH OF PENNSYLVANIA

)

SS:

COUNTY OF BUTLER

)

On this ____ day of _____, 20____, before me, a Notary Public, the undersigned officer, personally appeared _____, who, acknowledged himself to be the Chairman of the Western Butler County Authority, and that he as such Chairman being authorized to do so, executed the foregoing instrument for the purposes therein contained, and to the end that it may be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

APPENDIX “C”

SPECIFICATIONS FOR SEWER CONSTRUCTION

WESTERN BUTLER COUNTY AUTHORITY

CONNECTION TO SANITARY SEWER SYSTEM SPECIFICATIONS

CONNECTION TO SANITARY SEWER SYSTEM

The following specifications shall apply to all private service sewer line installations. All other requirements under Article IX of the Rules & Regulations shall apply:

1. An application must be made prior to any work.
2. Applicant must provide all pertinent information on application form provided.
3. The proper fee must be paid prior to the issuing of a permit. The fee shall be based upon established tap fee charges at the time, as well as any applicable connection fee and/or customer facility fee. Current tap fee charges are based upon the number of equivalent dwelling units (EDUs) served. A single family home would equal one (a) EDU. Tap fees will be calculated per section 905.
4. Where public water is not applicable, the applicant must agree to install a water meter for the purpose of billing sewer service charges. The authority will assume all costs to install and maintain the water meter. The meter will be the property of the authority. If a customer should refuse the meter installation, the authority will estimate the usage based upon Pennsylvania Department of Environmental Protection consumption tables. Current table 73.17 identifies a home of 3 bedrooms or less as consuming 400 gpd, as such flows will be estimated at 12,000 gallons per month.
5. Deduct meter's cost, installation, setup, and coordination with WBCA are the responsibility of the homeowner, or their contractor. WBCA will acquire deduct meter reads on a monthly basis.
6. One full business days' notice is required before installation inspection is requested.
7. No pipe shall be covered without a visual inspection. Installer will be required to uncover any line not visually inspected. There will be no exception granted.
8. The authority has the right to refuse, delay or reschedule the inspection due to circumstances beyond its control.
9. Installer must comply with all safety requirements. Trench excavation shall be in strict accordance with OSHA regulations regarding the selection of I.) Sloping and benching systems 2.) Support, shield or other shoring type systems.
 - a. Western Butler County Authority waives any responsibility for the means, methods, and sequences of safety practices utilized by the installer.
10. All pipe shall be PVC schedule 40 or SDR 35 pipe. Both solvent welded and gasketed pipe is acceptable. Foam Core and ABS pipe are not approved. All exterior piping, including wall penetrating piece, is required to meet these standards.

11. All pipe shall be installed with a minimum slope required as stated in section 913 of the Manual of Procedures (quarter inch of fall per foot of pipe), and a minimum cover of 3 feet unless otherwise approved.
12. All pipe must be bedded with a minimum of 6 inches above pipe and 6 inches below pipe with clean gravel No. 8 (pea gravel), or No 67 (Crushed stone ¾ inch or smaller). Gravel must be uniform, without fines or dirt. No other material is approved. Authority discretion may be used to determine additional gravel requirements in the case of unacceptable backfill. Gravel is also required to grade on vertical stand pipes.
13. Solvent welded (glued) pipe must be welded (cemented) with all weather PVC solvent resin Oatey No. 30893 Rain-R-Shine, or approved equal. This is a single component solvent with a blue color. Sufficient glue must be used to coat the entire joint. A visual sign of glue must be present on the outside edge of each joint. Where pipe is dirty, Oatey purple primer may be required.
14. Pipe must be inspected with all joints and main connections visible. Any Connection covered must be uncovered before inspection. It is recommended that lettering on pipe is easily visible from outside the trench to verify pipe specifications.
15. Trench must be free of ground water before and during installation.
16. Transition from six (6) inch to four (4) inch must be made with a shielded fernco flexible coupling or schedule 35 bell and gasket reducer fitting.
17. An inspection stack shall be installed in the public right of way within twelve (12) inches of the property line. Inspection stack must be installed below grade, inspection stack protection must meet finished grade. Inspection stack must be protected from damage. Two-way tee must be installed.
 - a. Inspection stack in a paved or driveway area must be protected with a Neenah Foundry 1975 frame and cover (or approved equal)
 - b. Inspection stack in grassy or sidewalk area must be protected with a Zurn Z1402 Heavy Duty Non Adjustable Floor Cleanout (or approved equal)
18. 90-degree elbows are not permitted. A long radius may be made with using two 45-degree fittings. Prior approval must be given. 22.5 and 45 degree PVC-DWV fittings are permitted. The number of fittings shall be minimized.
19. T trap and vent must be installed within five (5) feet of the building sewer. Vent pipe must have a cast iron cover equal to IC Philadelphia Vent Box J60004 manufactured by Jones Stephens Corp. Vent box may be referred to as a Pittsburgh air vent. Must be installed 4 inches above finished grade.
20. A cleanout with a removable screw cap must be installed on the sewer side of the trap assembly. Must be installed 4 inches above finished grade.

21. A cleanout shall be provided on the building sewer (see item 20). Additional optional cleanouts may be installed at the owner/contractor's discretion. Additional cleanouts must be installed below grade, additional cleanout protection must meet finished grade. Cleanout must be protected from damage.
 - a. Additional cleanouts in a paved or driveway area must be protected with a Neenah Foundry 1975 frame and cover (or approved equal)
 - b. Additional cleanouts in grassy or sidewalk area must be protected with a Zurn Z1402 Heavy Duty Non Adjustable Floor Cleanout (or approved equal)
22. Installer is required to provide the homeowner and the Sewer Authority a drawing with pertinent information and reference points for future location.
23. Under no circumstance shall compacted earth be used to adjust pipe to grade due to over excavation. Installer is cautioned not to over excavate if possible.

Revised 4/3/03
Revised 11/4/05
Revised 10/17/07
Revised 12/7/07
Revised 4/21/08
Revised 10/1/11
Revised 1/12/16
Revised 03/05/20

APPENDIX “D”

SECTION 12 OF PENNSYLVANIA DEPARTMENT OF
ENVIRONMENTAL PROTECTION
DOMESTIC WASTEWATER FACILITIES MANUAL

Appendix D

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PART III

STANDARDS FOR DOMESTIC WASTEWATER FACILITIES

This section applies to sewers, pumping stations, and wastewater treatment plants proposed for construction under the jurisdiction of the Pennsylvania Department of Environmental Protection, and follows, in general arrangement, the Recommended Standards for Wastewater Facilities adopted by the Great Lakes and Upper Mississippi River Board of State Public Health and Environmental Managers.

10. ENGINEERING

In conformity with the provisions of the Professional Engineers Registration Law, as amended (Act No. 367 of the General Assembly, approved May 23, 1945), the Department adopted the following requirements as contained in Section 91.23 of the Department's Rules and Regulations.

- a. An Engineer's Report, as well as plans and specifications, shall accompany the applications, showing clearly what is proposed and permitting the basis of design to be thoroughly understood and checked.
- b. Plans, reports and specifications shall be prepared by a licensed professional engineer authorized to practice in this Commonwealth.
- c. The front cover or flyleaf of each set of drawings and each copy of the report and specifications shall bear the imprint of the engineer's seal and signature.
- d. All drawings submitted shall bear the imprint or legible facsimile of the engineer's seal.
- e. Reports, drawings and specifications for strip mines or for minor work not involving safety to life or health may be submitted, as approved by law, by a registered surveyor, and shall bear the imprint or facsimile of his seal.

Based on the above considerations, a P.E. seal will be required for all Part II permit applications.

11. Designer's Report

The purpose of the report is to record, for convenient and permanent reference, the controlling assumptions made and factors used in the functional design of the wastewater facilities as a whole and of each of the component units. The report should include appropriate Department modules including calculations and justifications for the overall design of treatment facilities including sewers, pump stations and treatment plant. For projects which cannot be adequately described in modules alone, supplemental calculation sheets bearing the title and number of the appropriate module shall be submitted. Modules can be obtained by contacting a regional office. Data on structural, mechanical and electrical designs may be excluded except to the extent that reference to such elements is necessary in checking the functional operation.

12. Plans

- 12.1 General - All plans for wastewater facilities shall bear a suitable title showing the name of the municipality, sewer district, or institution, and shall show the scale in feet, a graphical scale, the north point, date, and name of the engineer and imprint or legible facsimile of his registered seal. The plans shall be clear and legible. They shall be drawn to a scale which will permit all necessary information to be plainly shown. To facilitate the microfilming of all approved plans by the Department, the maximum plan size shall be no larger than 36 inch by 50 inch. Datum used should be indicated. Locations and logs of test borings, when made, shall be shown on the plans.

Detailed plans shall consist of plan views, elevations, sections and supplementary views which, together with the specifications and general layouts, provide the working information for the contract and construction of the facilities. Include dimensions and relative elevations of structures, the location and outline form of equipment, location and size of piping, water levels, ground elevations, etc.

12.2 Plans of Sewers

12.21 General Plan - A comprehensive plan of the existing and proposed sewers shall be submitted for projects involving new sewer systems or substantial additions to existing systems. The plan shall show the following:

- a. Geographical Features - Topography and Elevation: Existing or proposed streets and all streams or water surfaces shall be clearly shown. Contour lines at suitable intervals should be included.
- b. Streams - The direction of flow in all streams, and high and low water elevations of all water surfaces at sewer outlets and overflows, shall be shown.
- c. Boundaries - The boundary lines of the municipality and the sewer district or area to be seweraged shall be shown.
- d. Sewers - The plan shall show the location, size and direction of flow of all existing and proposed sanitary and combined sewers draining to the treatment facility.

12.22 Detailed Plans and Profiles - It is usually desirable that detailed plans and profiles be submitted for sewer construction projects of any magnitude. Profiles should have a horizontal scale of not more than 100 feet to the inch and a vertical scale of not more than 10 feet to the inch, and plans should be drawn to a corresponding horizontal scale. Such plans and profiles shall show:

- a. Location of streets and sewers.
- b. Line of ground surface, size, material and type of pipe, length between manholes, invert and surface elevation at each manhole, and grade of sewer between each two adjacent manholes. All manholes shall be numbered on the plan and correspondingly numbered on the profiles.

Where there is any question of the sewer being sufficiently deep to serve any residence, the elevation and location of the basement floor shall be plotted on the profile of the sewer which is to serve the house in question. The engineer shall state that all sewers are sufficiently deep to serve adjacent basements, except when topographical considerations preclude service. The plans should note when the sewers are not deep enough to serve basements.

- c. Locations of all special features such as proposed finish grade to assure minimum cover, inverted siphons, concrete encasements, elevated sewers, etc.
- d. All known existing structures, both above and below ground, which might interfere with the proposed construction, particularly water mains, gas mains, storm drains, etc.
- e. Special detailed drawings, made to scale to clearly show the nature of the design, shall be furnished to show the following particulars:

All stream crossings and sewer outlets, with elevations of the stream bed and of normal and extreme high or low water levels.

Details of all special sewer joints and cross-sections.

Details of all sewer appurtenances such as manholes, lampholes, inspection chambers, inverted siphons, regulators, tide gates, and elevated sewers.

12.23 Sewer Layouts

- a. Where the magnitude or complexity of the project does not necessitate the submission of detailed plans and profiles, sewer layout plans will be acceptable, are drawn to a scale not smaller than 200 feet to the inch.

Show locations of streets and sewers, size and material of pipe, length between manholes, manhole numbers, *invert* and surface elevation at *each* manhole, grade of sewer between each two adjacent manholes, location of special features, surface contours, and minimum cover over sewer. (The engineer shall state that all sewers are sufficiently deep to serve adjacent basements, except where otherwise noted on the plans.) Subsurface information from test borings shall be included in the specifications.

- b. Detailed plans as described under Section 12.22 e shall be submitted for all creek crossings, elevated sewers, special joints and cross-sections, inspection chambers, regulators, tide gates, sewer outlets, etc.

12.3 Plans of Wastewater Pumping Stations

12.31 Location Plan - A plan shall be submitted for projects involving construction or revision of pumping stations. This plan shall show the following:

- a. The location and extent of the tributary area.
- b. Any municipal boundaries within the tributary area.
- c. The location of the pumping station and force main and pertinent elevations.

12.32 Detailed Plans - Detailed plans shall be submitted showing the following, where applicable:

- a. A contour map of the property to be used.
- b. Existing pumping station.
- c. Proposed pumping station, including provisions for installation of future pumps or ejectors and location of appurtenances such as heaters, ventilators, electrical controls, etc.
- d. Elevation of high water at the site and maximum elevation of wastewater in the collection system upon occurrence of power failure.
- e. Subsurface information from the test borings and groundwater elevations.
- f. Location and detail of pressure relief valves in force mains.

12.4 Plans of Wastewater Treatment Plants

12.41 Location Plan - A plan shall be submitted showing the wastewater treatment plant in relation to the remainder of the system. A USGS Topographic Map (7.5 minute series, where available) shall be included to indicate its location with relation to streams and the point of discharge of treated effluent.

12.42 General Layout - Layouts of the proposed wastewater treatment plant shall be submitted showing:

- a. Topography of the site.
- b. Size and location of plant structures-existing, proposed and abandoned.
- c. Schematic flow diagram showing the flow through various plant units.
- d. Piping, including any arrangements for bypassing individual units. Materials handled and direction of flow through pipes shall be shown.
- e. Hydraulic profiles showing the flow of wastewater, supernatant liquor, and sludge.
- f. Test borings and groundwater elevations.

12.43 Detailed Plans - Detailed plans shall show the following:

- a. Location, dimensions and elevations of all existing and proposed plant facilities.
- b. Elevations of high and low water level of the body of water to which the plant effluent is to be discharged.
- c. Type, size, pertinent features and manufacturer's rated capacity of all pumps, blowers, motors, and other mechanical devices, unless included in the specifications.
- d. Erosion and sedimentation control measures.

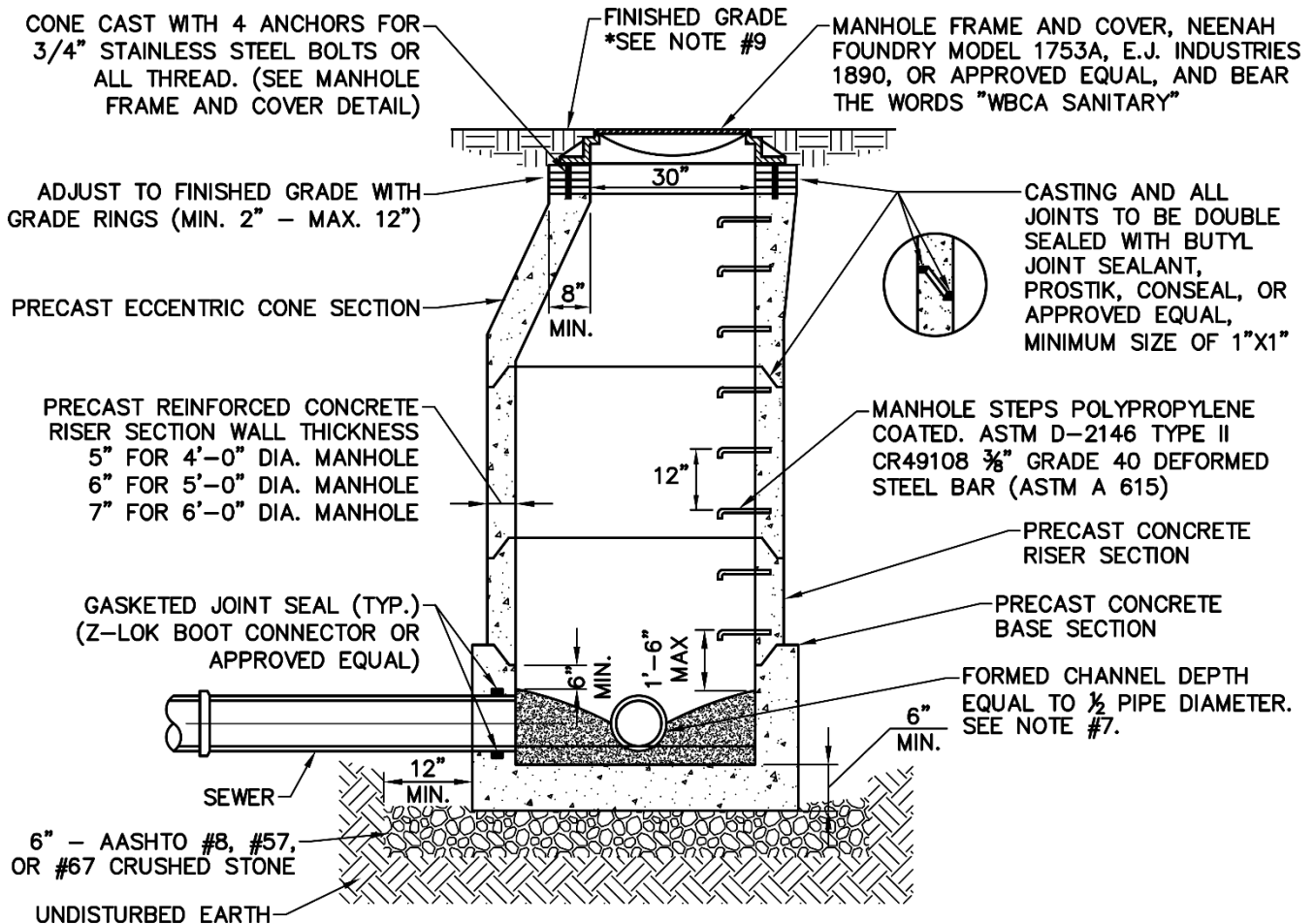
13. Specifications

Complete technical specifications for the construction of sewers, wastewater pumping stations, wastewater treatment plants, and all appurtenances, shall accompany the plans.

The specifications accompanying construction drawings shall include, but not be limited to, all construction information not shown on the drawings which is necessary to inform the builder in detail.

COMPONENT 3

STANDARD DETAILS FOR SEWER CONSTRUCTION



SECTION

STANDARD SANITARY SEWER MANHOLE DETAIL

NOT TO SCALE

NOTES:

1. FOR MANHOLES IN PAVED AREAS, INSTALL FRAME AND COVERS 1/8" BELOW FINAL PAVEMENT GRADE.
2. WATERPROOF OUTSIDE OF MANHOLE WITH BITUMASTIC TAR COATING.
3. 100% COMPACTION OF MANHOLE BACKFILL REQUIRED.
4. MANHOLES UNDER 15 FT DEPTH SHALL BE 4 FT IN DIA. MANHOLES OVER 15 FT DEPTH SHALL BE 5 FT IN DIA.
5. ALL MANHOLES ARE REQUIRED TO HAVE AN INFLOW PROTECTOR (MANPAN CLASSIC) INSTALLED UNLESS FITTED WITH A WATERTIGHT FRAME AND COVER.
6. CONCRETE FOR MANHOLE MUST CONTAIN EITHER XYPEX ADMIX C-500 NF RED OR XYPEX C-1000 RED.
7. FOR 10" SEWERS AND LARGER, CHANNEL DEPTH SHALL BE EQUAL TO THE FULL PIPE DIAMETER.
8. END OF LINE MANHOLES SHALL HAVE A SINGLE HOLE VENTED LID.
9. IN OFFSITE AREAS MANHOLES SHALL BE LEFT BETWEEN 1' - 2' ABOVE FINISHED GRADE.

THE DETAILS ON THIS SHEET PRESENT THE MINIMUM REQUIREMENTS FOR THE CONSTRUCTION OF WASTEWATER COLLECTION FACILITIES WHICH ARE TO CONVEY WASTEWATER TO AND THROUGH THE WESTERN BUTLER COUNTY AUTHORITY COLLECTION AND CONVEYANCE SYSTEM. THE SITE DEVELOPER'S DESIGN ENGINEER UTILIZING THESE DETAILS SHALL REVIEW THE DETAILS AND PRESENT ANY MODIFICATIONS NECESSITATED BY SITE CONDITIONS TO THE AUTHORITY FOR REVIEW. THE AUTHORITY NEITHER WARRANTS NOR GUARANTEES THAT THE DETAILS PRESENTED HEREIN ARE APPLICABLE TO ALL SITE CONDITIONS. THE USE OF THIS SHEET IN THE PROJECT'S CONSTRUCTION DOCUMENTS SHALL SIGNIFY THAT THE SITE DEVELOPER'S DESIGN ENGINEER HAS REVIEWED THE DETAILS AND FOUND THEM ACCEPTABLE FOR THE PROJECT.

HRG
Herbert, Rowland & Grubic, Inc.
Engineering & Related Services
AN EMPLOYEE-OWNED COMPANY

200 West Kensington Drive, Suite 400
Cranberry Township, PA 16066
(724) 779-4777
Fax (724) 779-4711
hrghrg@hrg-inc.com
www.hrg-inc.com

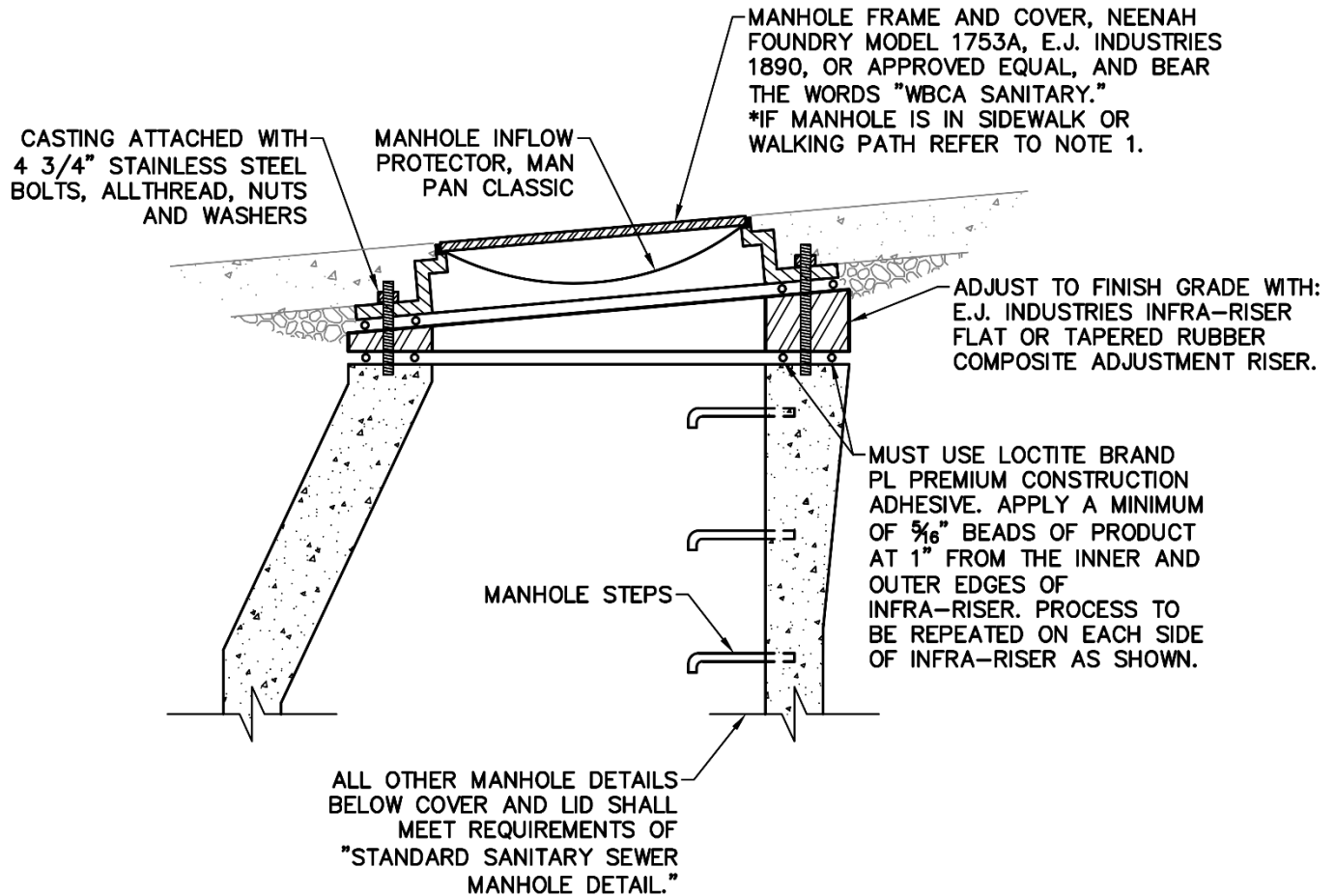
**SANITARY SEWER
STANDARD DETAILS
FOR
WESTERN BUTLER COUNTY AUTHORITY**

PROJ. MGR. - CEH
DESIGN - CEH
CADD - JGP/MS/DWH
CHECKED - *CEH*
SCALE - AS SHOWN
DATE - MAY 2019

DRAWING NO.

DT1

PROJECT 007867.0000



NOTES:

1. SIDEWALK AREAS SHALL UTILIZE: NEENAH FOUNDRY 1753-A-T41 PERMAGRIP LID/OR E.J. INDUSTRIES 1890 AB ANTISKID COVER OR APPROVED EQUAL. LID SHALL BE STAMPED WITH "WBCA SANITARY."

MANHOLE IN IMPROVED AREAS

NOT TO SCALE

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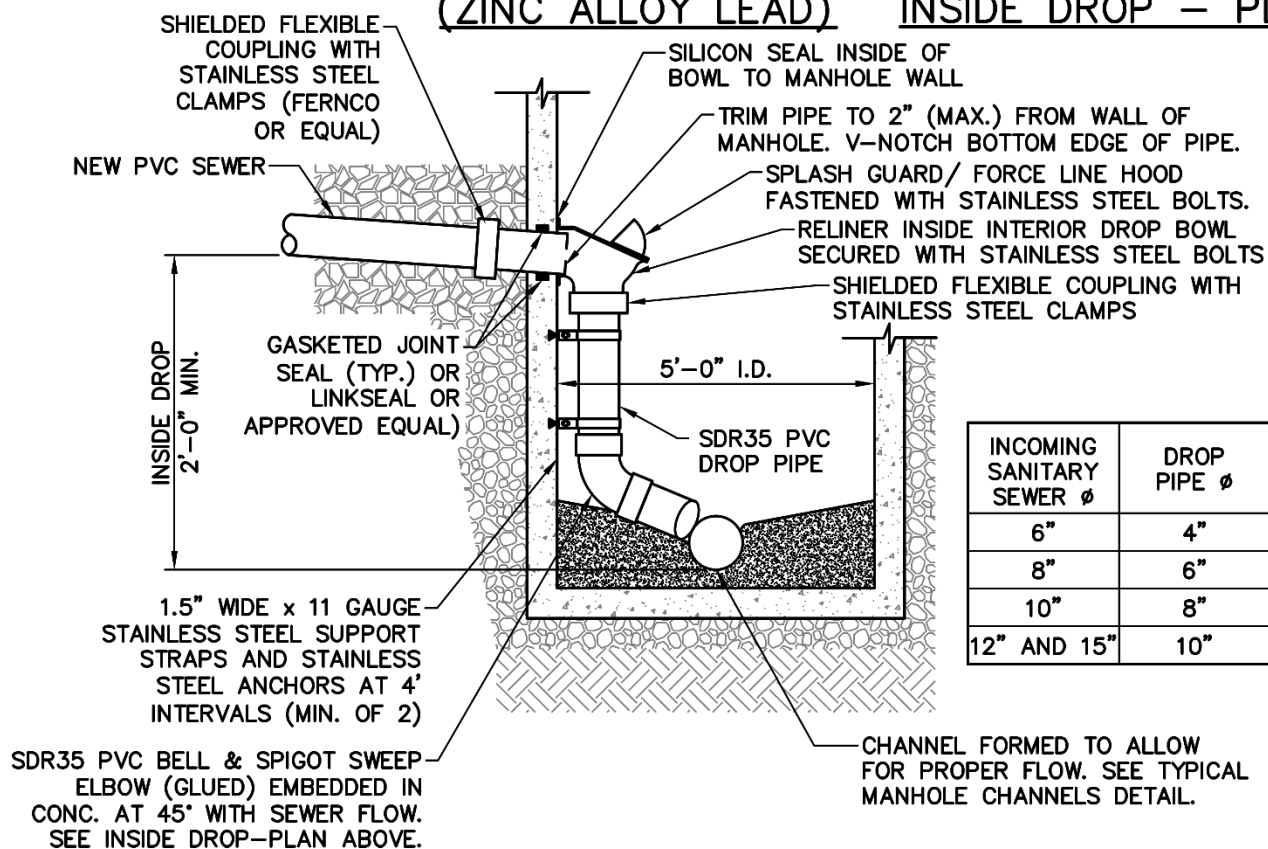
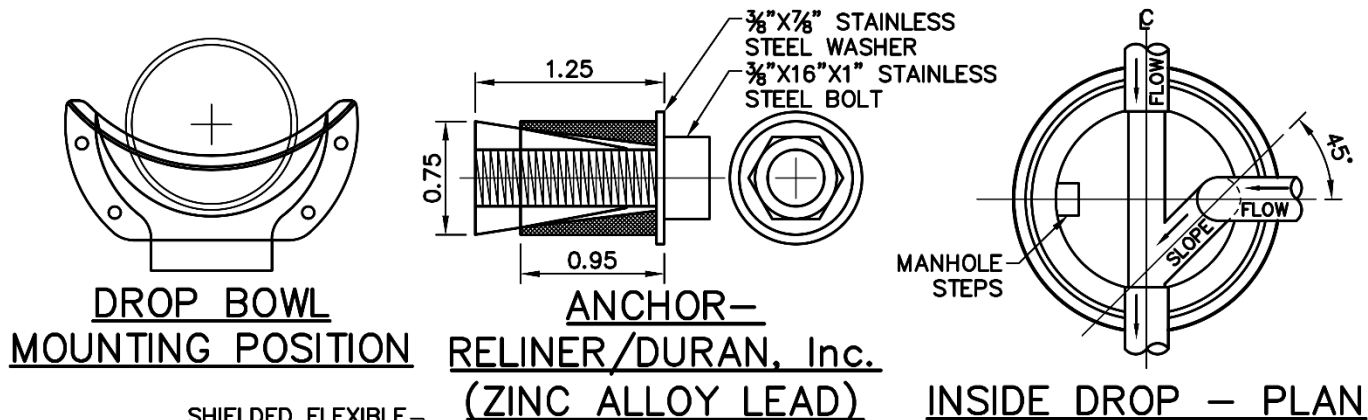
**SANITARY SEWER
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FOR
WESTERN BUTLER COUNTY AUTHORITY**

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DRAWING NO.

DT2

PROJECT 007867.0000



INCOMING SANITARY SEWER Ø	DROP PIPE Ø
6"	4"
8"	6"
10"	8"
12" AND 15"	10"

NOTES:

1. SEE STANDARD MANHOLE DRAWING FOR OTHER DETAILS.
2. INSTALL MANHOLE STEPS IN LOCATION THAT DOES NOT CONFLICT WITH DROP CONNECTION.
3. ALL INSIDE DROP CONNECTIONS FOR SERVICES AND COLLECTOR SEWERS SHALL USE THE DROP BOWL AS PRODUCED BY:
 - 3.1. RELINER/ DURAN, INC. 9 MATTHEWS DR. EAST HADDAN, CT 06423

INSIDE DROP MANHOLE DETAIL

NOT TO SCALE

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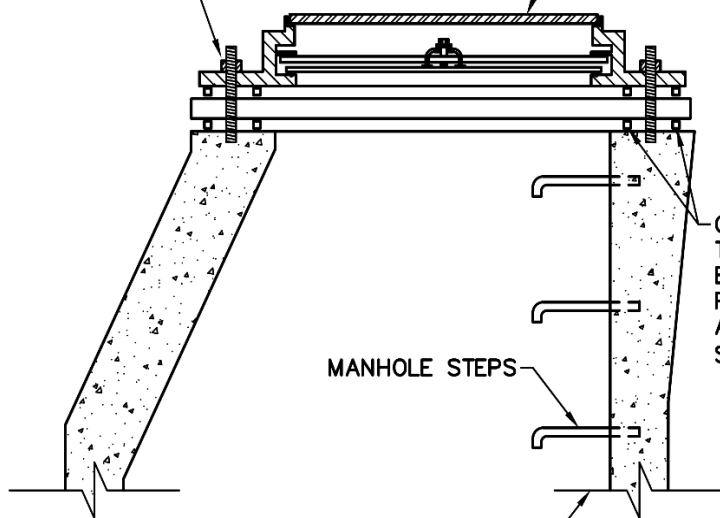
DRAWING NO.

DT3

PROJECT 007867.0000

CASTING ATTACHED WITH
(4) 3/4" STAINLESS STEEL
BOLTS, ALL THREAD, NUTS
AND WASHERS

MANHOLE FRAME AND COVER, NEENAH
FOUNDRY MODEL R-1755-F2 AND
BEAR THE WORDS "WBCA SANITARY."



CASTING AND ALL JOINTS
TO BE DOUBLE SEALED WITH
BUTYL JOINT SEALANT,
PROSTIK, CONSEAL, OR
APPROVED EQUAL, MINIMUM
SIZE OF 1"x1"

MANHOLE STEPS

ALL OTHER MANHOLE DETAILS
BELOW COVER AND LID SHALL
MEET REQUIREMENTS OF
"STANDARD SANITARY SEWER
MANHOLE DETAIL."

WATERTIGHT MANHOLE LID

NOT TO SCALE

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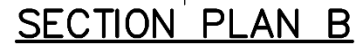
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CADD -	JGP/INASJDMH
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SCALE -	AS SHOWN
DATE -	MAY 2019

DRAWING NO.

DT4

PROJECT 007867.0000



SPLASH INVERT DETAIL

NOT TO SCALE

NOTES:

1. CONCRETE MUST CONTAIN XYPEX ADMIX C-500 XYPEX ADMIX C-500 NF RED OR XYPEX C-1000 RED.
2. ALL HARDWARE TO ATTACH CASTING SHALL BE STAINLESS STEEL.
3. SEE STANDARD SANITARY MANHOLE DETAIL FOR OTHER REQUIREMENTS.
4. FOR SEWER PIPES 10" AND LARGER, CHANNEL DEPTH SHALL BE EQUAL TO FULL PIPE DIAMETER.

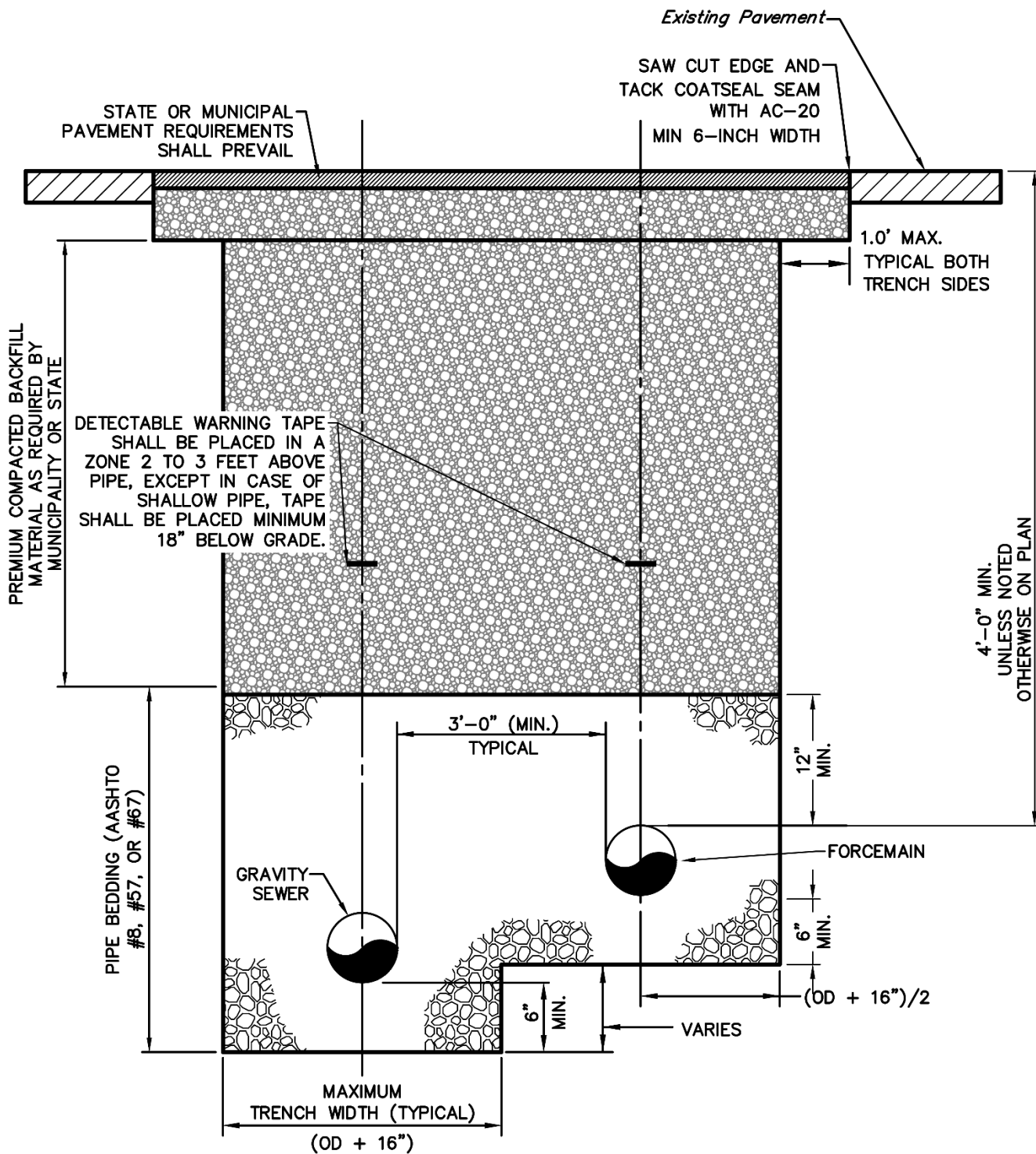
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SANITARY SEWER STANDARD DETAILS FOR WESTERN BUTLER COUNTY AUTHORITY

PROJ. MGR. -	CEH
DESIGN -	CEH
CADD -	JGP NAS DMH
CHECKED -	<i>CEH</i>
SCALE -	AS SHOWN
DATE -	MAY 2019

DRAWING NO.
DT5
PROJECT 007867.0000



FORCE MAIN COMMON TRENCH IN PAVEMENT DETAIL

NOT TO SCALE

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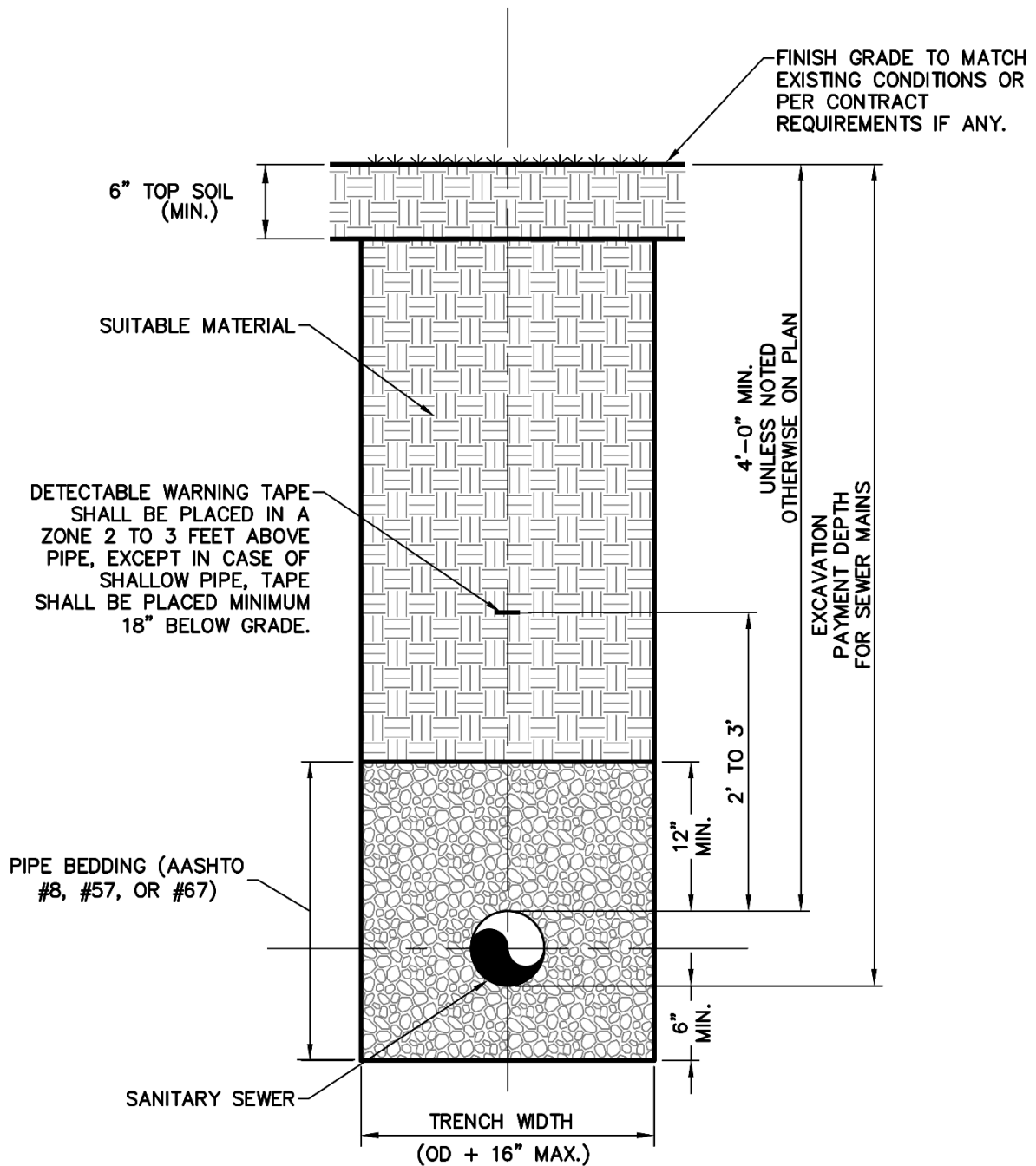
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DRAWING NO.
DT7
PROJECT 007867.0000



PIPE TRENCH DETAIL UNIMPROVED AREAS

NOT TO SCALE

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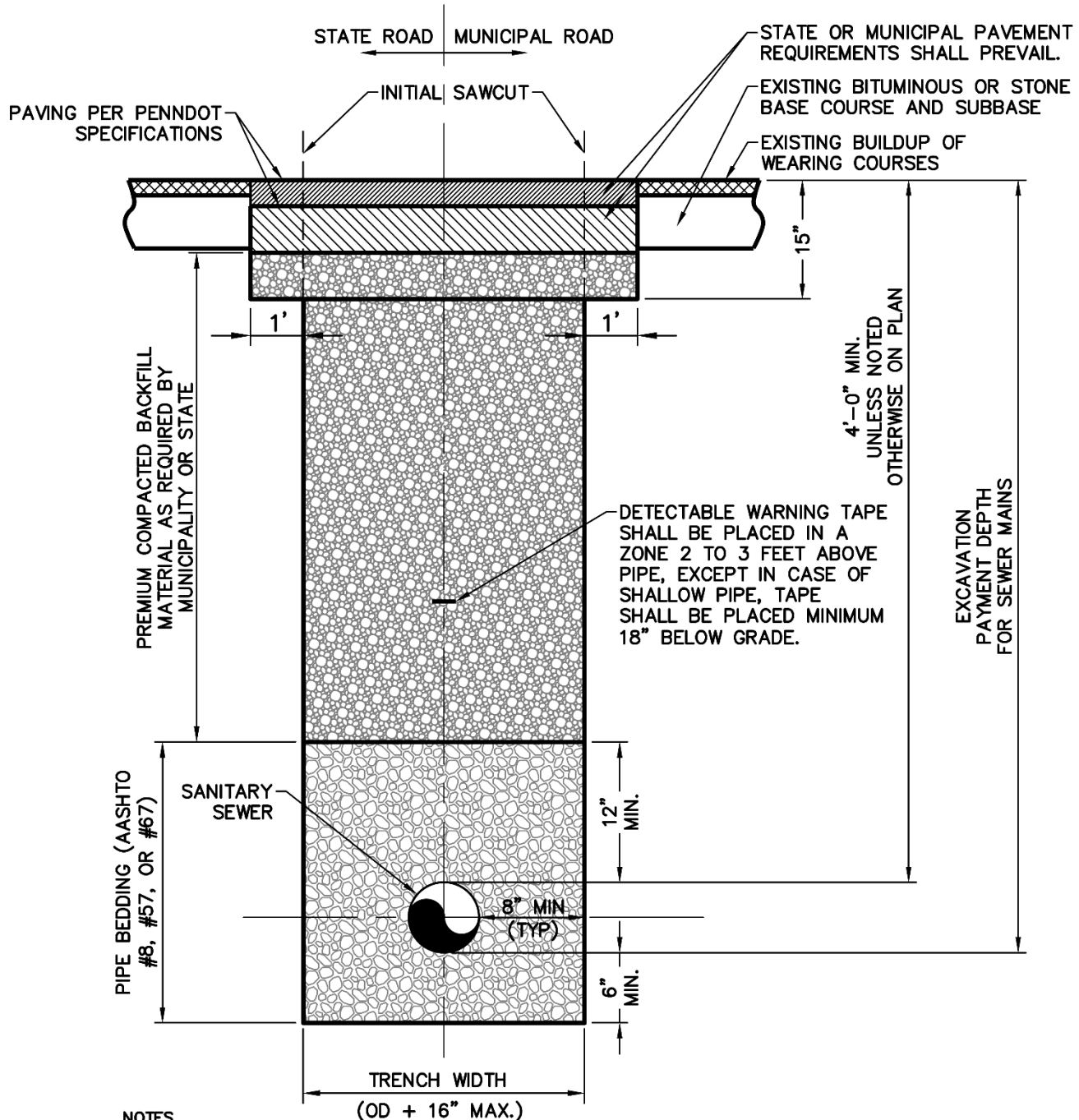
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DRAWING NO.

DT8

PROJECT 007867.0000



NOTES

1. EXPOSED VERTICAL AND HORIZONTAL SURFACES SHALL BE PREPARED AS PER PUB. 408, SECT. 409.3(g)
2. IF THE INITIAL SAWCUT IS WITHIN 3' OF THE CURB, EDGE OF PAVEMENT, OR EXISTING PAVEMENT JOINT, THE ENTIRE AREA WILL BE REPLACED.

PIPE TRENCH DETAIL BENEATH PAVED SURFACES

NOT TO SCALE

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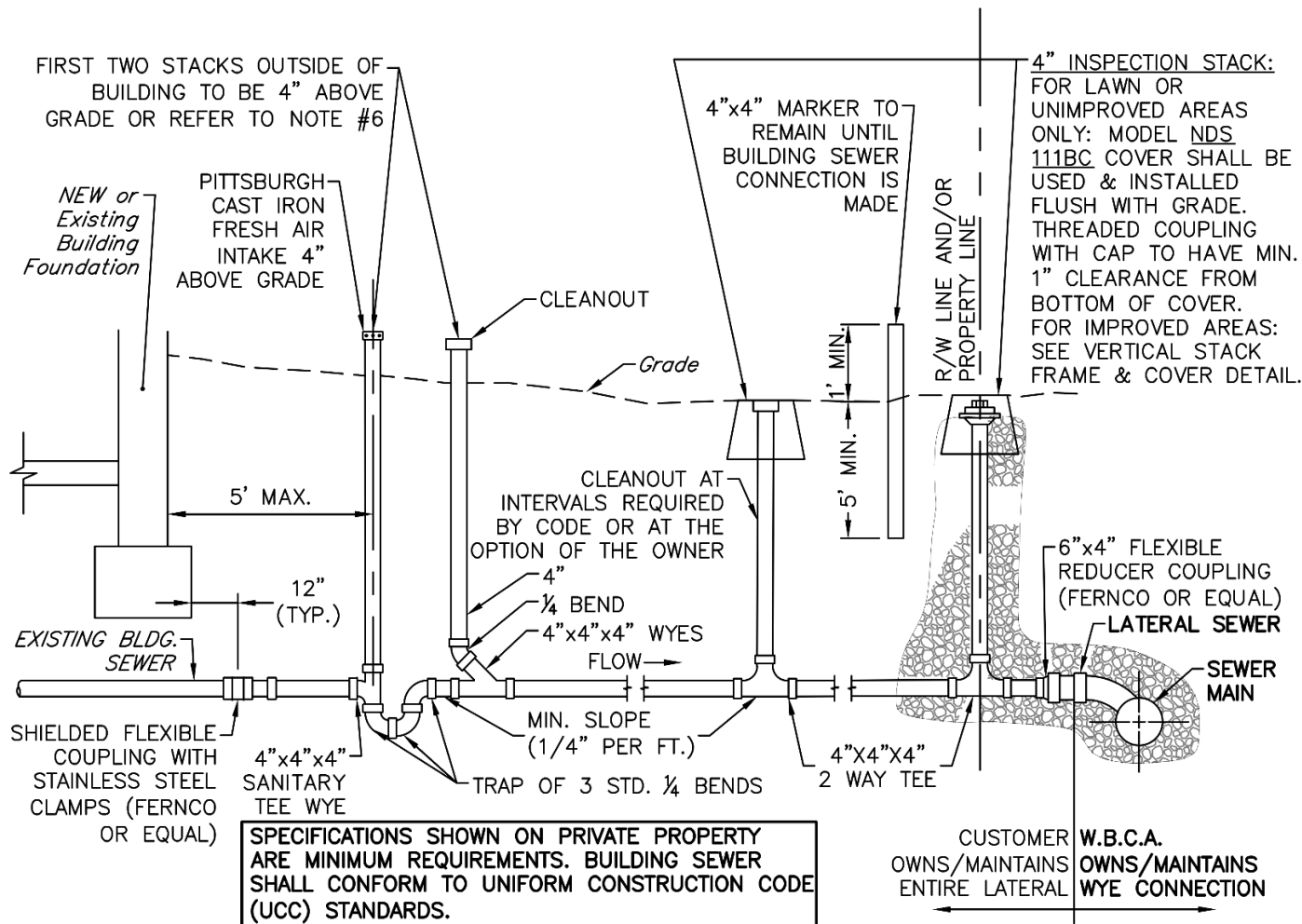
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DRAWING NO.

DT9

PROJECT 007867.0000



BUILDING SEWER & LATERAL DETAIL

NOTES:

NOT TO SCALE

1. BUILDING SEWER PIPE AND FITTINGS MUST BE BEDDED AND SURROUNDED WITH FIRMLY PACKED AASHTO No. 8, 57, OR 67 STONE. THE BEDDING SHALL EXTEND 4" MIN. BELOW PIPE. ALTERNATE MATERIALS MUST BE SUBMITTED TO THE AUTHORITY FOR APPROVAL PRIOR TO INSTALLATION.
2. BUILDING SEWER PIPE AND FITTINGS SHALL BE SCH. 40 PVC OR SDR 35, SOLVENT WELD OR GASKET APPROVED. IF SOLVENT WELDED (GLUED) OATEY NO. 30893 RAIN-R-SHINE OR APPROVED EQUAL SHALL BE USED; ALTERNATE MATERIALS SHALL BE SUBMITTED FOR APPROVAL.
3. DO NOT DEFLECT PIPE TO ACHIEVE REQUIRED SLOPE OR ALIGNMENT, UTILIZE REQUIRED FITTINGS.
4. ALL BACKFILL MATERIAL AND BACKFILL INSTALLATION PROCEDURES FROM WYE CONNECTION TO INSPECTION STACK TO CONFORM TO STANDARD LATERAL DETAIL.
5. BUILDING SEWERS SHALL BE INSTALLED AT A MINIMUM GRADE OF 1/4" PER FT.
6. IF ANY STACK MUST BE EVEN WITH FINAL GRADE, REFER TO AND UTILIZE VERTICAL STACK FRAME AND COVER DETAIL.
7. IT IS UNDERSTOOD THAT BUILDING SEWERS CAN EXIT ABOVE OR BELOW FOOTERS OR IN SOME CASES ABOVE FLOOR. ALL CASES ARE ACCEPTABLE.
8. NO BENDS GREATER THAN 45° WILL BE PERMITTED. ONLY 45° BENDS OR LESS.

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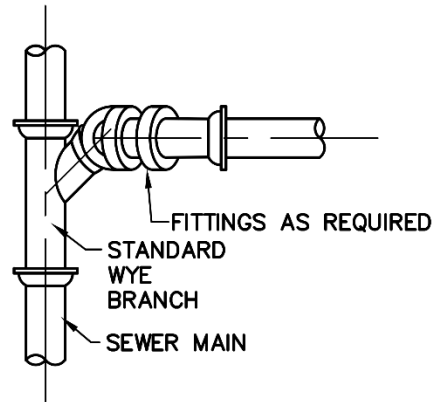
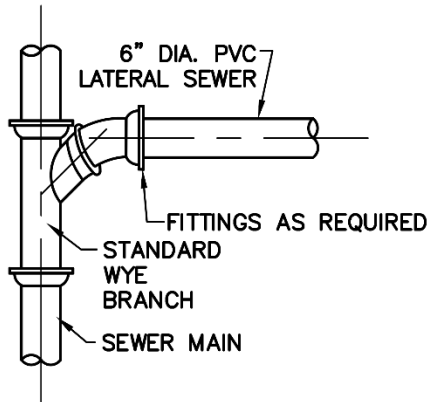
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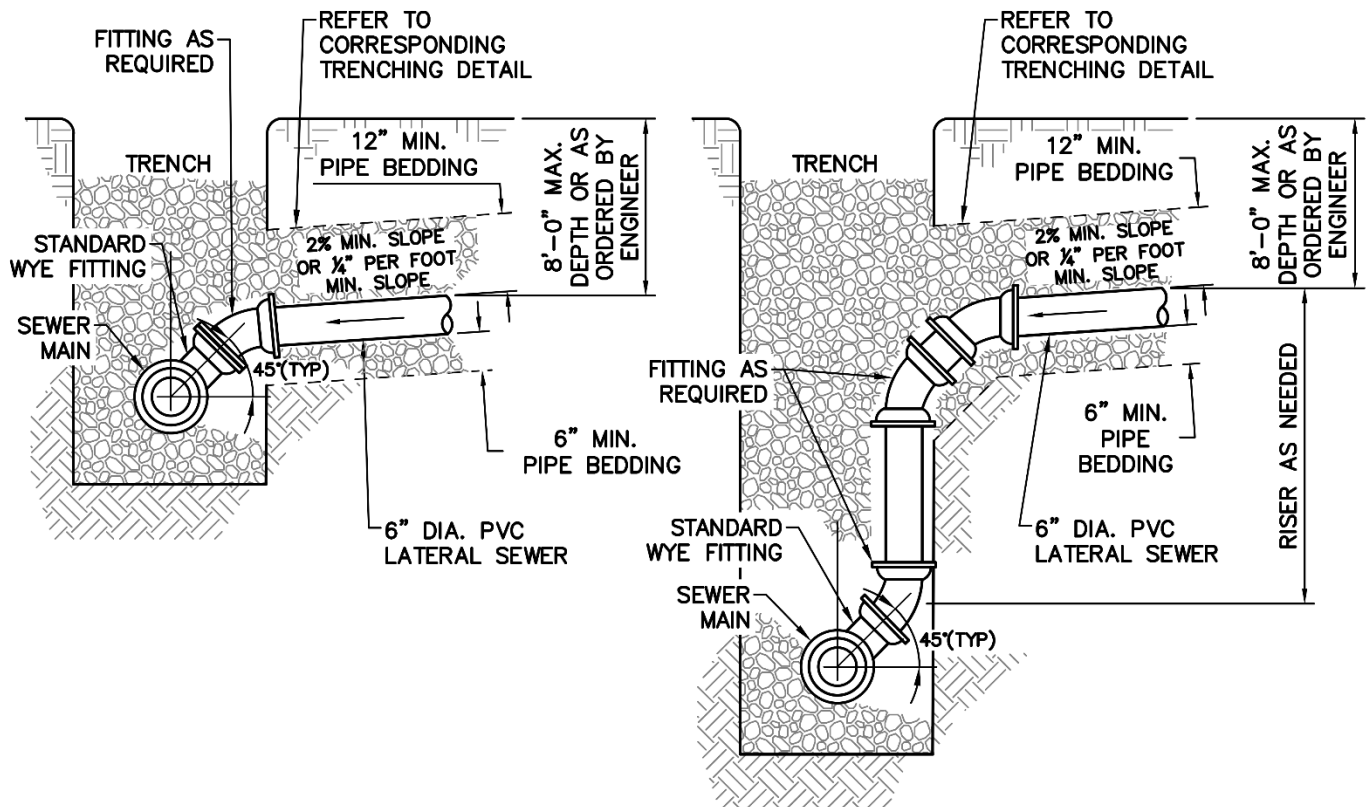
DRAWING NO.

DT10

PROJECT 007867.0000



PLAN



ELEVATION

NOTE:

METHOD OF LATERAL INSTALLATION (STANDARD OR SLOPED RISER) TO BE DETERMINED IN THE FIELD BASED ON DEPTH NEEDED FOR SERVICE CONNECTION

STANDARD LATERAL DETAIL & DEEP LATERAL DETAIL

NOT TO SCALE

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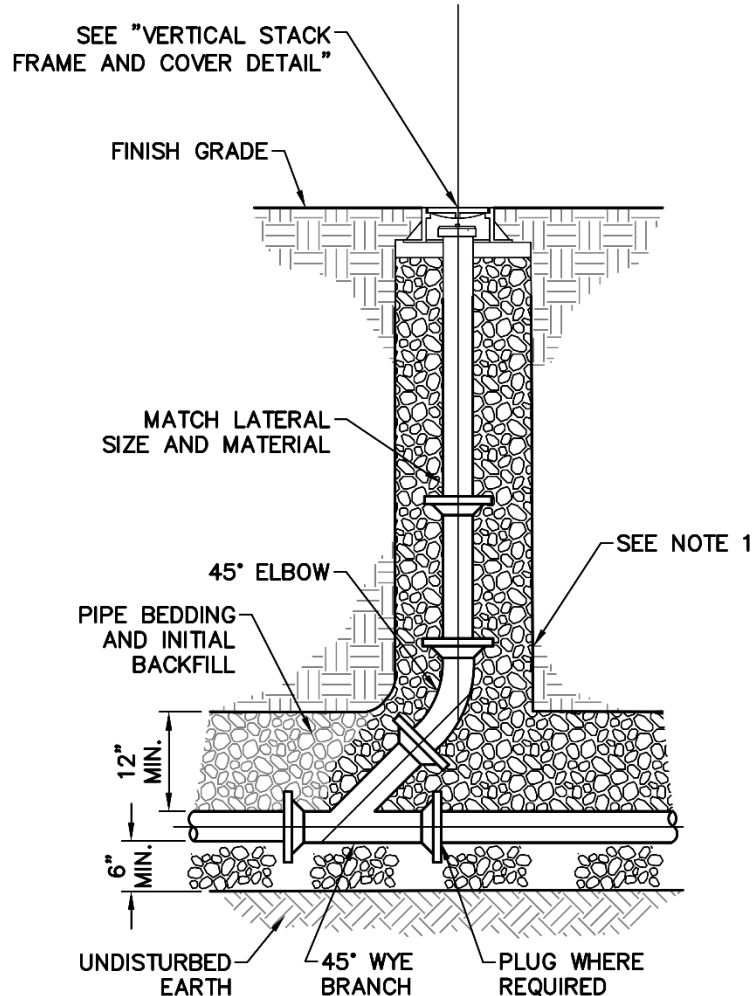
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DRAWING NO.
DT11
PROJECT 007867.0000



NOTES:

1. WYE BRANCH AND VERTICAL STACK SHALL BE BEDDED IN AASHTO #8, #57, OR #67 STONE FROM SPRINGLINE OF THE PIPE TO CONCRETE COLLAR.

STANDARD CLEANOUT DETAIL

NOT TO SCALE

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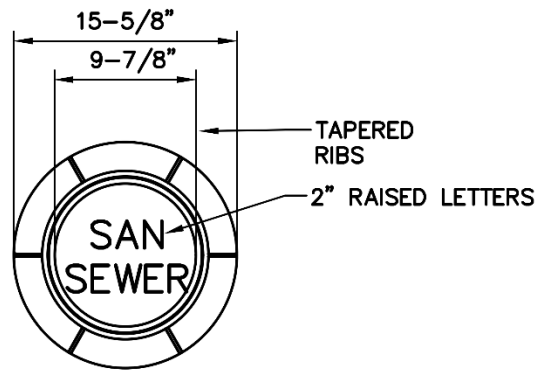
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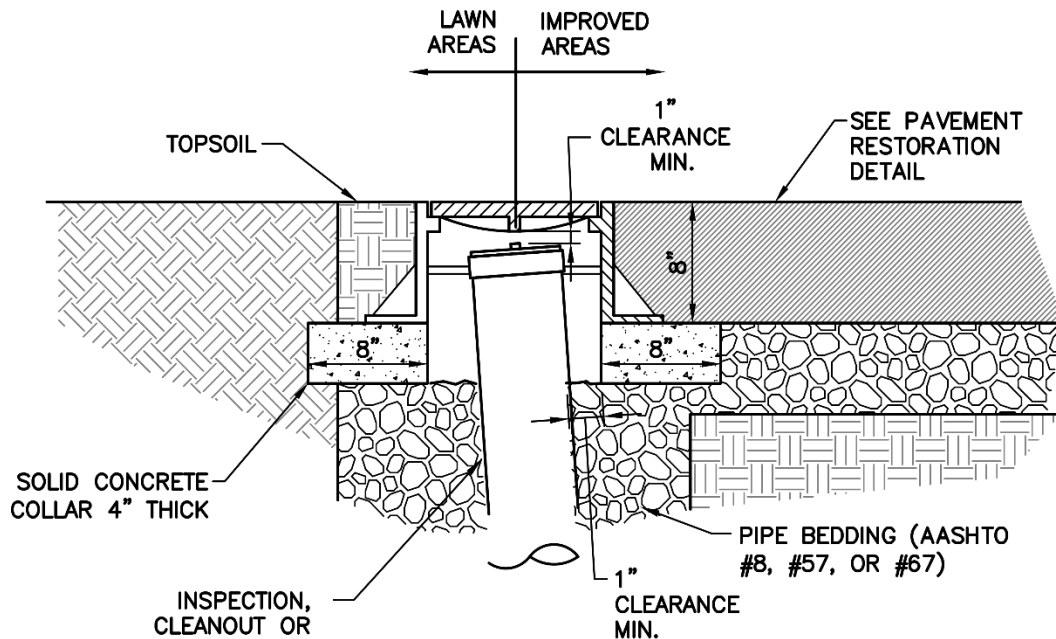
DRAWING NO.

DT12

PROJECT 007867.0000



PLAN



SECTION

NOTES:

1. THIS DETAIL IS TO BE USED ONLY WHEN LID FOR STANDARD CLEANOUT CANNOT BE 4" ABOVE GRADE.
2. FRAME AND COVER SHALL BE NEENAH MODEL R-1975-A2, OR APPROVED EQUAL.
3. IF SURFACE IS AGGREGATE, A 24"x24"x4" CONCRETE PAD SHALL BE INSTALLED SURROUNDING FRAME AND COVER. (TO BE PAID UNDER MISC. CONCRETE ITEM)
4. CLEANOUT STACKS SHOULD BE INSTALLED NEAR PLUMB; OBSERVATION PORT STACKS SHALL BE INSTALLED TO MAINTAIN LINE OF SIGHT FROM TOP TO FLOW-LINE.

VERTICAL STACK FRAME & COVER DETAIL

NOT TO SCALE

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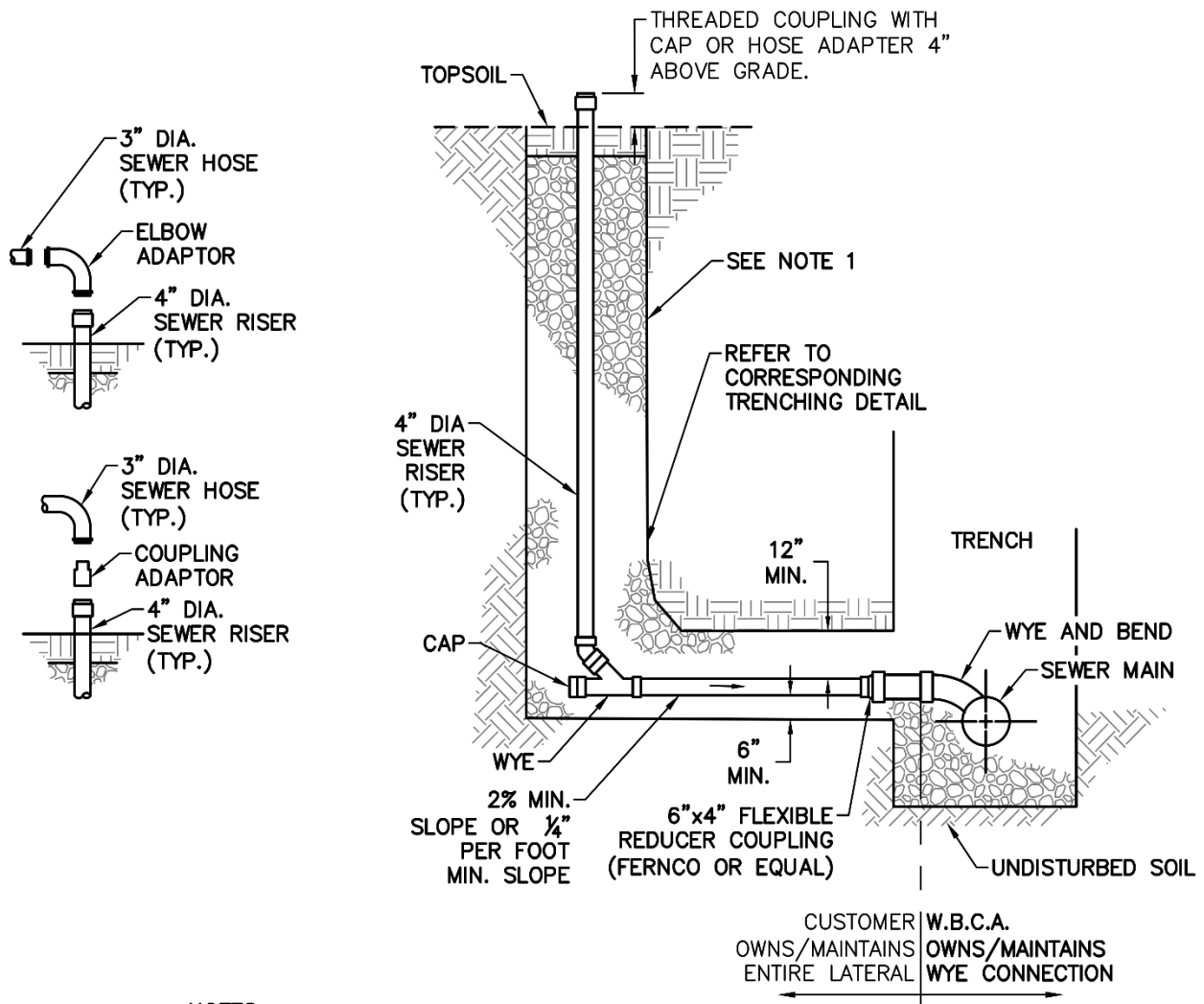
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DRAWING NO.
DT13
PROJECT 007867.0000



NOTES:

1. WYE BRANCH AND VERTICAL STACK SHALL BE BEDDED IN AASHTO #8, #57, OR #67 STONE FROM 6" BELOW PIPE TO CONCRETE COLLAR.
2. ALL PIPE AND FITTINGS SHALL BE SCH 40 PVC OR SCH 35 (3034) PVC
3. SEWER HOSE ADAPTERS SHALL PROVIDE A WATER AND AIR TIGHT SEAL. PROVIDE FERNCO, VALTERRA, PREST-O-FIT, EASY-FIT, OR EQUAL.
4. PIPE SHALL BE SCH 40 OR SCH 35 (3034)

RV / MOBILE HOME LATERAL CONNECTION

NOT TO SCALE

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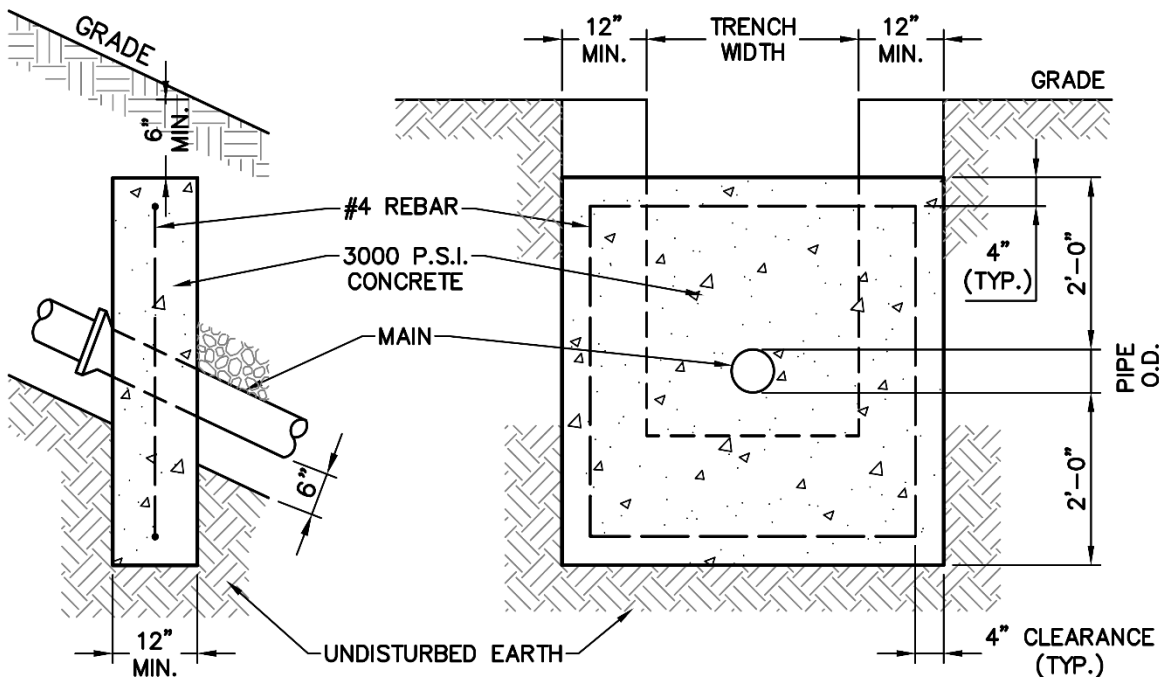
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DRAWING NO.

DT14

PROJECT 007867.0000



SIDE ELEVATION

FRONT ELEVATION

NOTE:

PROVIDE NO ANCHORS ON GRADES LESS THAN 20% UNLESS NOTED.
 PROVIDE ANCHORS 36' SPACING ON CENTERS FOR GRADES BETWEEN 20% AND 35%.
 PROVIDE ANCHORS 24' SPACING ON CENTERS FOR GRADES BETWEEN 35% AND 50%.
 PROVIDE ANCHORS 16' SPACING ON CENTERS FOR GRADES BETWEEN 50% AND OVER.
 SPACING REQUIREMENTS SHOWN BELOW ARE CONSIDERED A MINIMUM. ANY UPDATE
 PROVIDED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION SHALL PREVAIL.

CONCRETE ANCHOR DETAIL

NOT TO SCALE

THE DETAILS ON THIS SHEET PRESENT THE MINIMUM REQUIREMENTS FOR THE CONSTRUCTION OF WASTEWATER COLLECTION FACILITIES WHICH ARE TO CONVEY WASTEWATER TO AND THROUGH THE WESTERN BUTLER COUNTY AUTHORITY COLLECTION AND CONVEYANCE SYSTEM. THE SITE DEVELOPER'S DESIGN ENGINEER UTILIZING THESE DETAILS SHALL REVIEW THE DETAILS AND PRESENT ANY MODIFICATIONS NECESSITATED BY SITE CONDITIONS TO THE AUTHORITY FOR REVIEW. THE AUTHORITY NEITHER WARRANTS NOR GUARANTEES THAT THE DETAILS PRESENTED HEREIN ARE APPLICABLE TO ALL SITE CONDITIONS. THE USE OF THIS SHEET IN THE PROJECT'S CONSTRUCTION DOCUMENTS SHALL SIGNIFY THAT THE SITE DEVELOPER'S DESIGN ENGINEER HAS REVIEWED THE DETAILS AND FOUND THEM ACCEPTABLE FOR THE PROJECT.

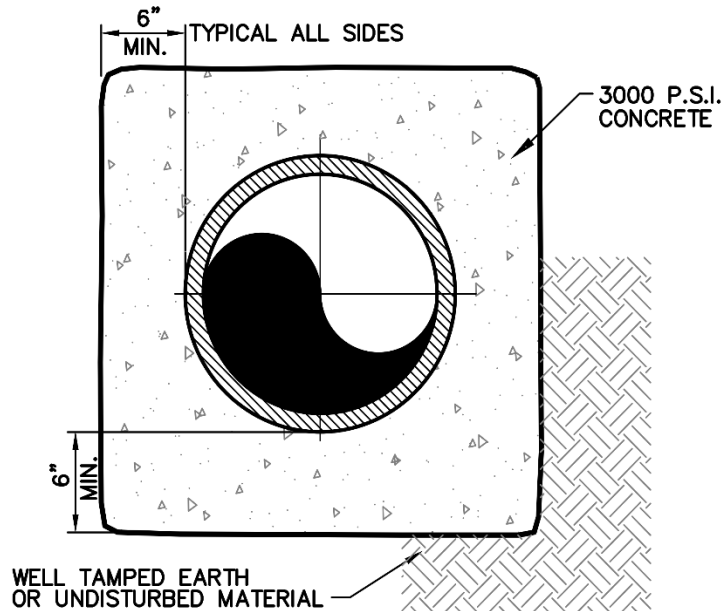
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**SANITARY SEWER
 STANDARD DETAILS
 FOR
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 DATE - MAY 2019

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DT15
 PROJECT 007867.0000



SECTION

CONCRETE ENCASEMENT DETAIL

NOT TO SCALE

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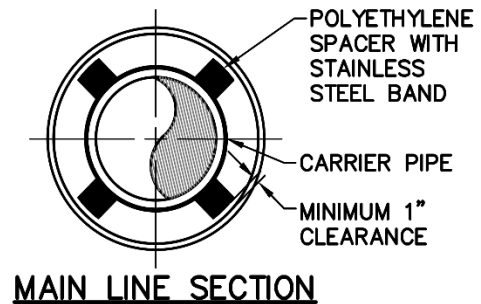
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DT16

PROJECT 007867.0000



- | CARRIER/CASING PIPE SIZE CHART | | | |
|--------------------------------|-------------|--------------|-------------|
| CARRIER PIPE | CASING PIPE | CARRIER PIPE | CASING PIPE |
| 6" | 12" | 18" | 30" |
| 8" | 16" | 20" | 30" |
| 10" | 20" | 21" | 30" |
| 12" | 24" | 24" | 36" |
| 14" | 24" | 30" | 42" |
| 15" | 30" | 36" | 48" |

MIN. CASING PIPE WALL	
CARRIER PIPE	CASING PIPE
24" OR LESS	5/16"
28"	3/8"
32"	3/8"
42" AND LARGER	1/2"

HIGHWAY CROSSING DETAIL

NOT TO SCALE

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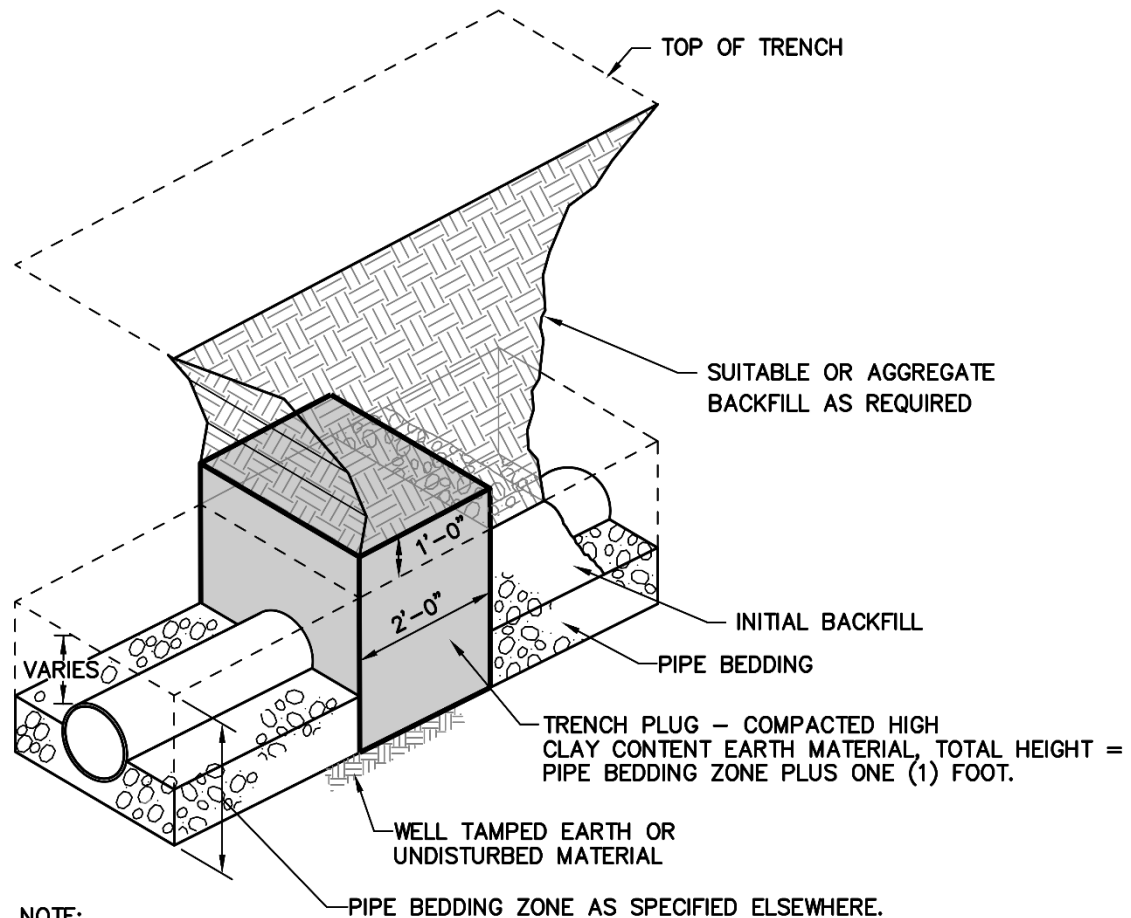
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DT17

PROJECT 007867.0000



NOTE:

1. TRENCH PLUG, CLAY DIKE, AND ANTI-SEEP COLLAR FOR THE PURPOSES OF THIS DETAIL ARE SYNONYMOUS.
2. A TRENCH PLUG IS REQUIRED WITHIN EACH SEWER SECTION.
3. TRENCH PLUG SHALL BE INSTALLED APPROXIMATELY 10 FEET ABOVE THE DOWNSTREAM MANHOLE, UP TO A MAXIMUM OF 20' ABOVE DUE TO LARGE EXCAVATION.
4. TRENCH PLUGS SHALL NOT BE INSTALLED OVER A JOINT.
5. TOPSOIL SHALL NOT BE USED TO FILL SACKS.

TRENCH PLUG DETAIL
NOT TO SCALE

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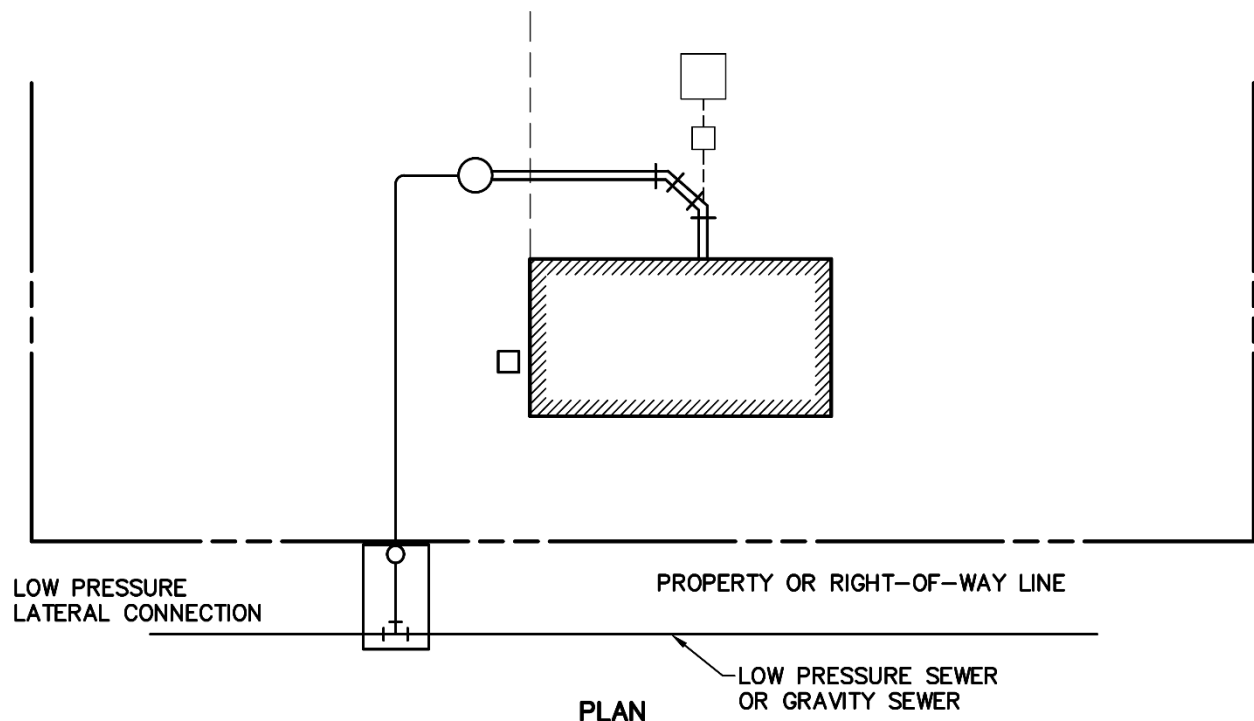
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DRAWING NO.
DT18
PROJECT 007867.0000



NOTES:

1. GRINDER PUMP MUST BE LOCATED A MINIMUM OF 10 FT. FROM STRUCTURE.
2. BUILDING SEWER SHALL BE CONSTRUCTED IN ACCORDANCE WITH DEP GUIDELINES, AUTHORITY RULES AND REGS., AND INTERNATIONAL PLUMBING CODES.
3. CONTRACTOR TO COORDINATE LOCATION OF GRINDER PUMP UNIT AND CONTROL PANEL WITH PROPERTY OWNER. FOR MAINTENANCE PURPOSES, THE GRINDER PUMP CONTROL PANEL SHALL BE VISIBLE FROM PUBLIC ROAD WHERE FEASIBLE.
4. DISTANCE BETWEEN DWELLING AND PRESSURE LATERAL SHALL BE 5' MINIMUM, OR AS REQUIRED BY LOCAL CODES, ORDINANCES, RULES AND REGULATIONS OF GOVERNING SERVICE AUTHORITY.

GRINDER PUMP INSTALLATION SCHEMATIC

NOT TO SCALE

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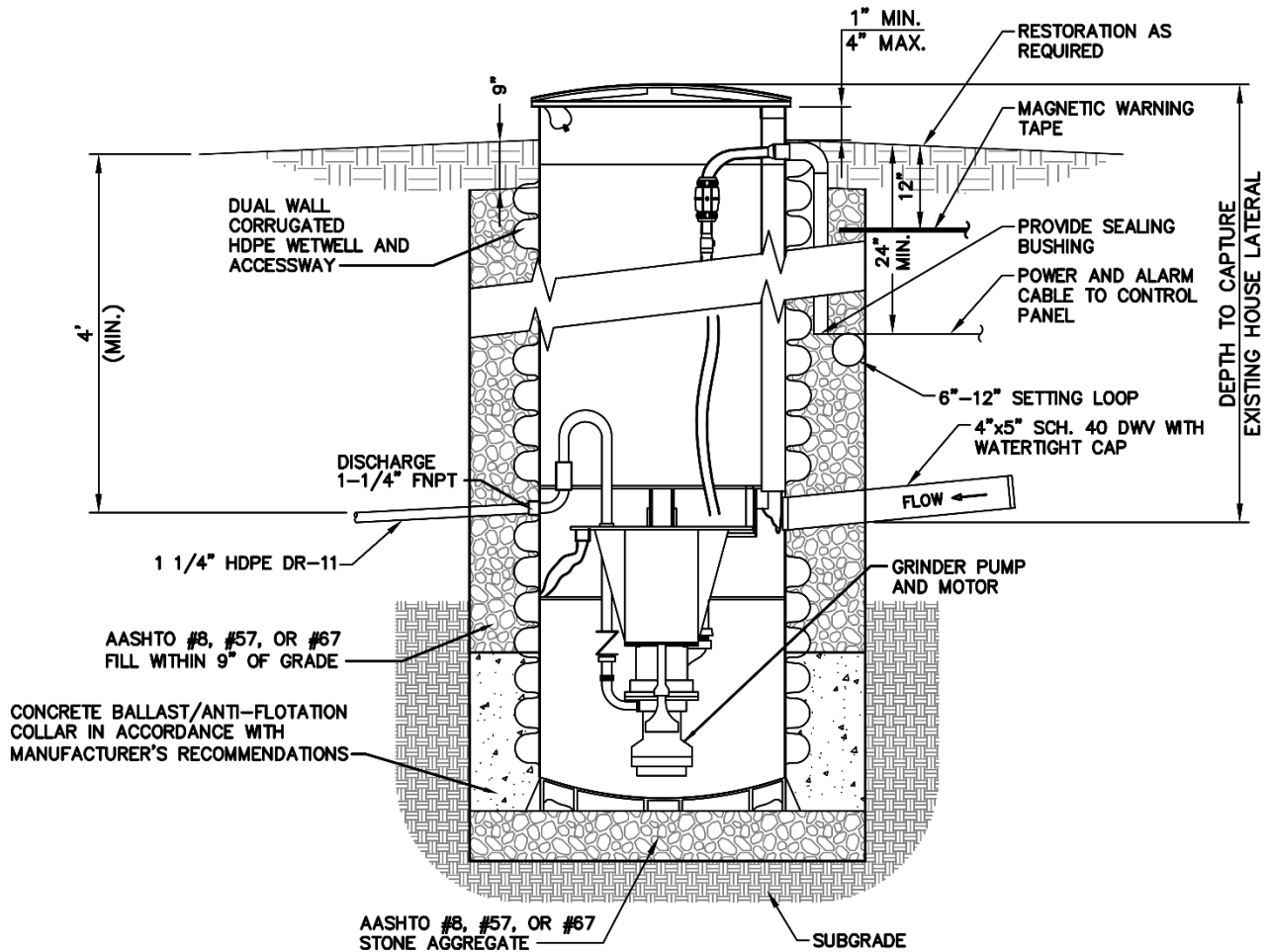
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DT19
PROJECT 007867.0000



NOTES:

1. FIELD JOINT REQUIRED FOR MODELS TALLER THAN 93"
2. CONCRETE BALLAST SHALL NOT EXTEND ABOVE BOTTOM OF INFLUENT SEWER PIPE.
3. CONTRACTOR TO COORDINATE DEPTH OF EXISTING HOUSE LATERAL SUCH THAT DEP GUIDELINES AND INTERNATIONAL PLUMBING CODES ARE MET.
4. GRINDER PUMPS SHALL NOT BE LOCATED WITHIN THE 100 YEAR FLOOD PLAIN.

RESIDENTIAL GRINDER PUMP DETAIL

NOT TO SCALE

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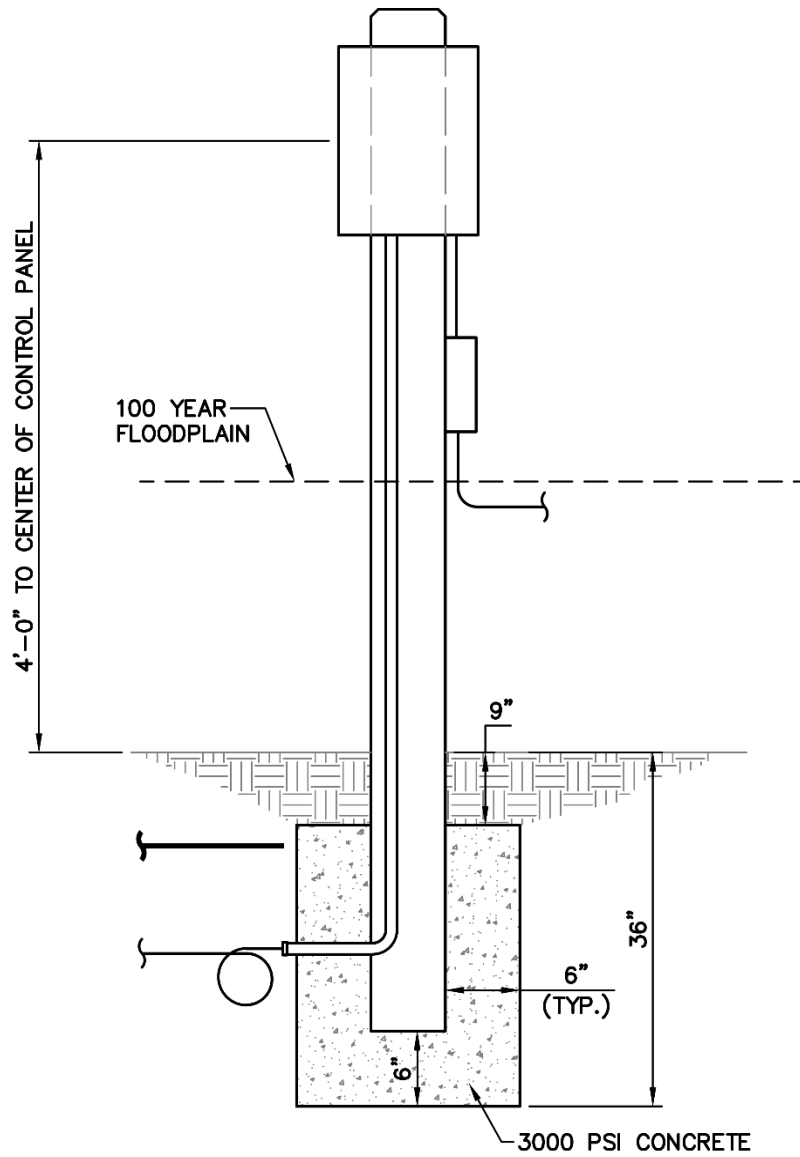
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DT20

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RESIDENTIAL GRINDER PUMP CONTROL PANEL DETAIL

NOT TO SCALE

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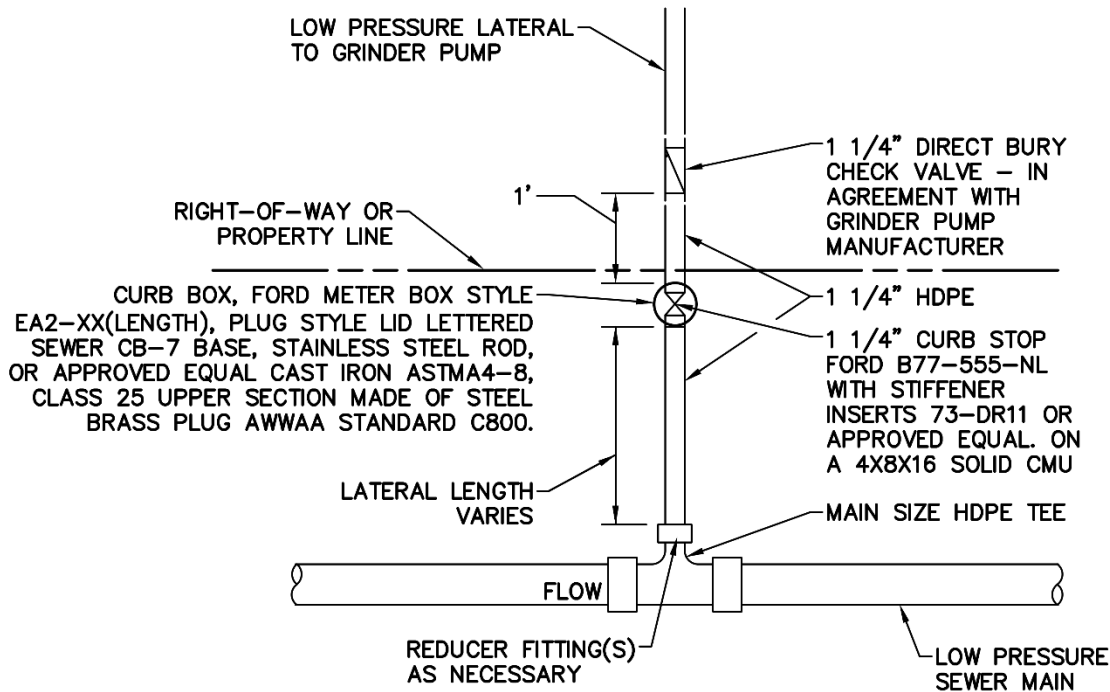
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DT21

PROJECT 007867.0000



NOTE:

1. FUTURE LOW PRESSURE LATERAL CONNECTIONS SHALL HAVE A 3' MIN. HDPE STUB WITH WATERTIGHT CAP UPSTREAM OF THE CHECK VALVE AND MARKED WITH 4x4 TREATED POST.
2. FOR OPEN CUT INSTALLATION OF LATERAL, BEDDING SHALL BE AASHTO #8, #57, #67 A MINIMUM OF 12" ABOVE PIPE, AND MINIMUM 6" ALL OTHER SIDES.

LOW PRESSURE LATERAL CONNECTION DETAIL

NOT TO SCALE

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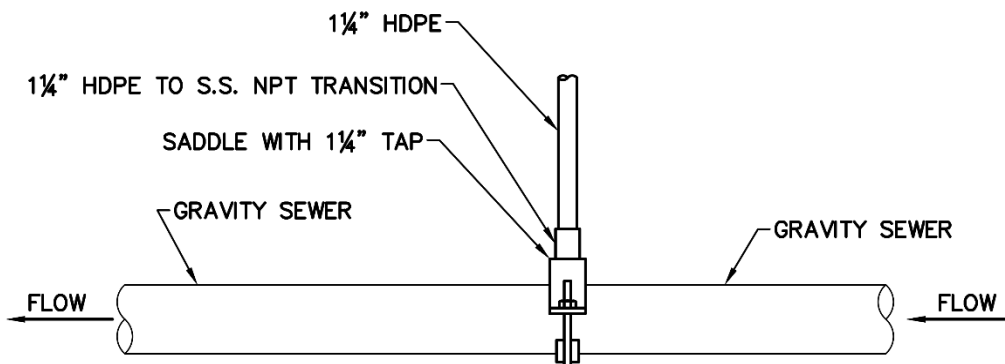
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DT22

PROJECT 007867.0000

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NOTES:

1. REFER TO LPL CONNECTION DETAIL FOR CURB STOP AND CHECK VALVE REQUIREMENTS.

LPL CONNECTION TO GRAVITY SEWER DETAIL

NOT TO SCALE

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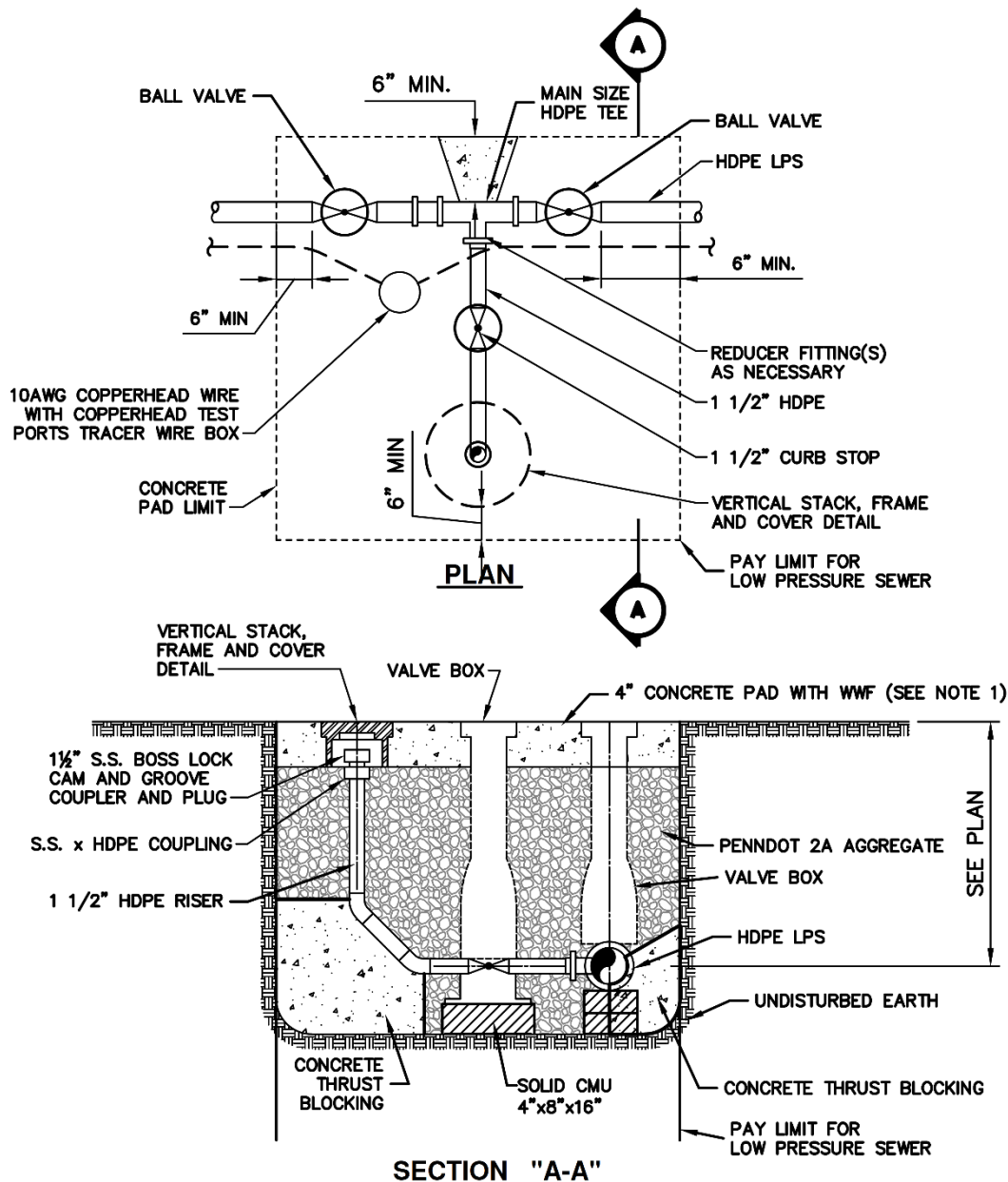
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DT23
PROJECT 007867.0000



NOTES:

1. WHERE CLEANOUT IS INSTALLED IN PAVED AREAS, DELETE CONCRETE PAD AND RESTORE PAVEMENT IN ACCORDANCE WITH CONTRACT DOCUMENTS.
2. IF DIRECTIONAL DRILLING IS UTILIZED, SOLOSHOT® TRACERWIRE IS REQUIRED. IF OPEN CUT METHOD USED COPPERHEAD HIGH STRENGTH-SUPERFLEX REQUIRED.

LPS IN-LINE CLEANOUT DETAIL

NOT TO SCALE

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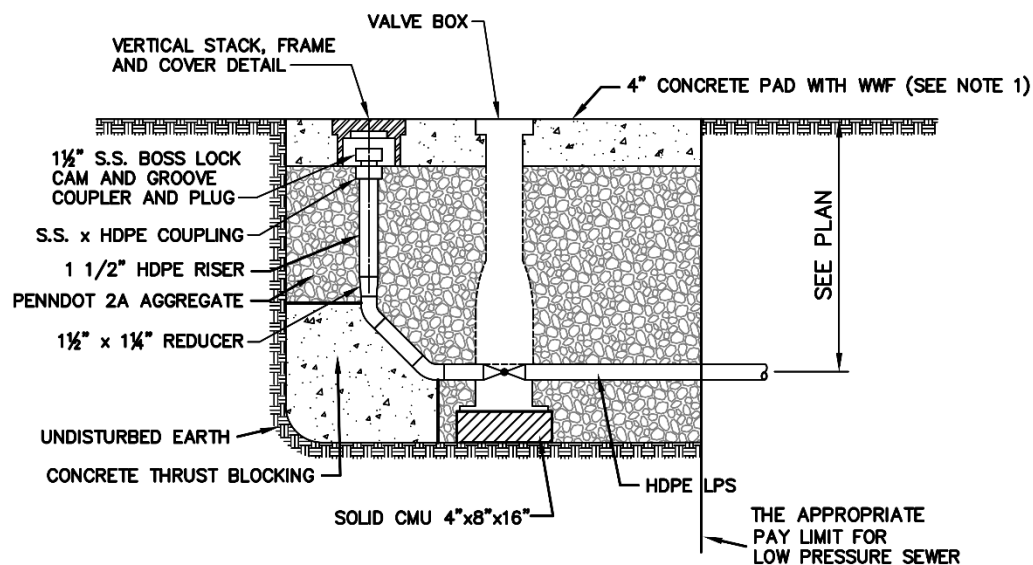
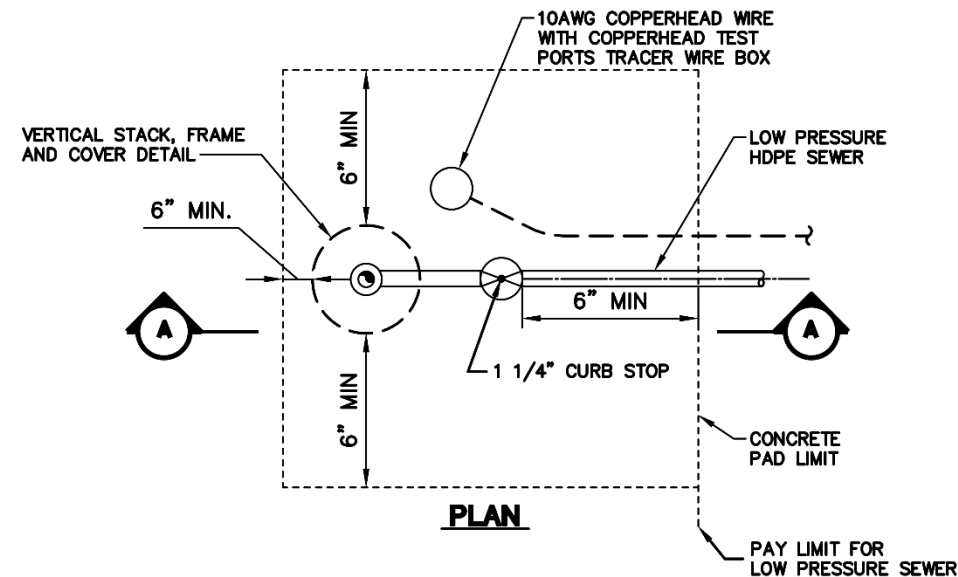
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DATE - MAY 2019

DRAWING NO.

DT24

PROJECT 007867.0000



NOTES:

1. WHERE CLEANOUT IS INSTALLED IN PAVED AREAS, DELETE CONCRETE PAD AND RESTORE PAVEMENT IN ACCORDANCE WITH CONTRACT DOCUMENTS.
2. IF DIRECTIONAL DRILLING IS UTILIZED, SOLOSHOT® TRACERWIRE IS REQUIRED. IF OPEN CUT METHOD USED COPPERHEAD HIGH STRENGTH-SUPERFLEX REQUIRED.

LPS TERMINAL CLEANOUT DETAIL

NOT TO SCALE

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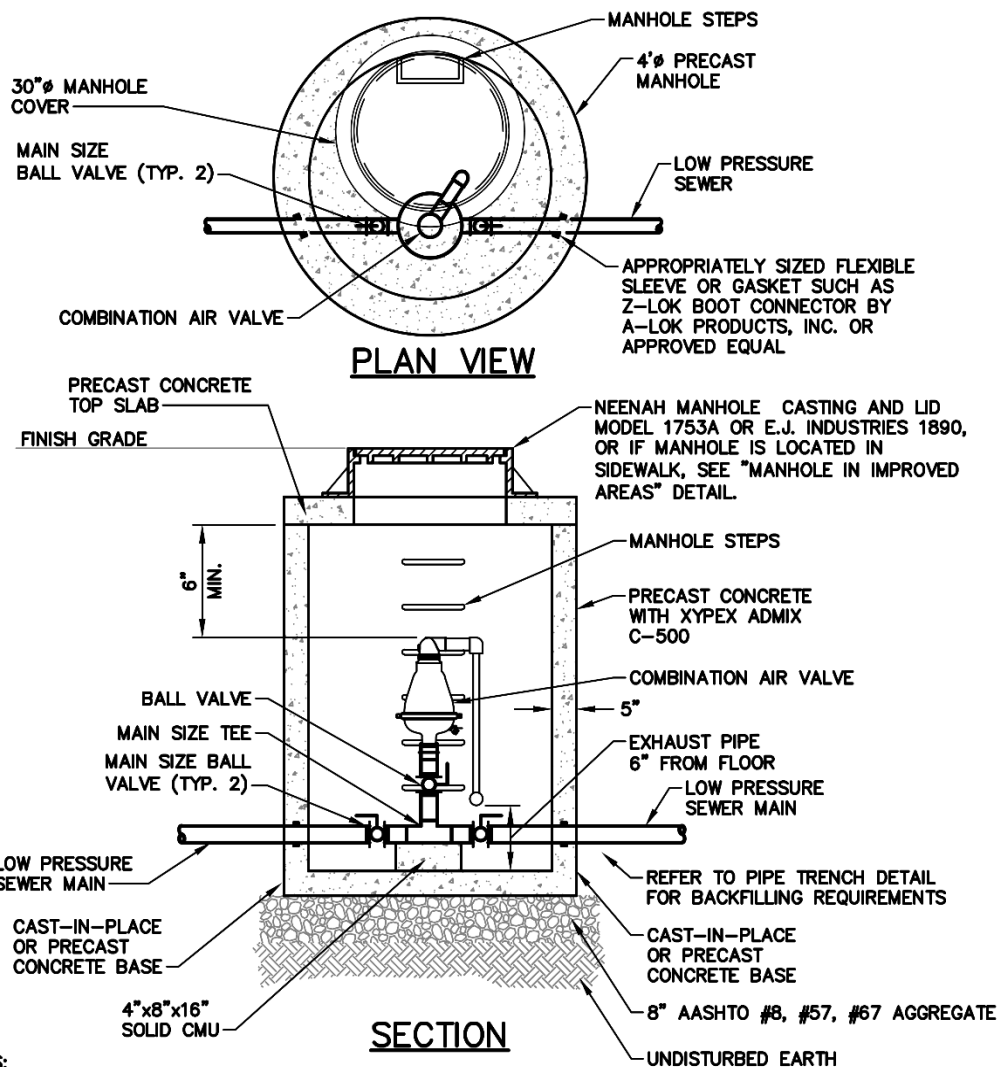
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NOTES:

1. CONTRACTOR TO COORDINATE THE DEPTH OF THE LOW PRESSURE SEWERS AT THE AIR RELEASE VALVE MANHOLE TO ENSURE CLEARANCES ARE MET AND THE LOCATION IS AT THE HIGH POINT.
2. CONTRACTOR TO PROVIDE STAINLESS STEEL CLAMPS/BRACES AS NECESSARY TO SUPPORT CAV ASSEMBLY. ATTACH CLAMPS/BRACES TO MANHOLE AS NECESSARY.
3. SEE PENNDOT PUBLICATIONS 72M, RC-39M FOR ADDITIONAL DETAILS.
4. ANY HARDWARE USED TO MAKE ANY CONNECTIONS SHALL BE STAINLESS STEEL.

AIR RELEASE VALVE MANHOLE - LOW PRESSURE SEWER

NOT TO SCALE

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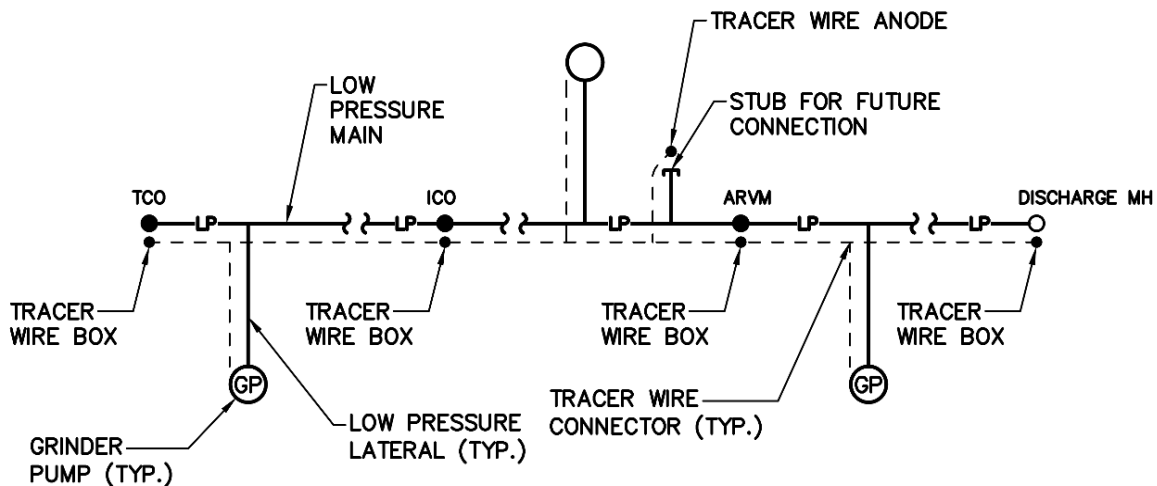
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NOTES:

1. IF DIRECTIONAL DRILLING IS UTILIZED, SOLOSHOT® TRACERWIRE IS REQUIRED. IF OPEN CUT METHOD USED COPPERHEAD HIGH STRENGTH-SUPERFLEX REQUIRED, (10AWG - HIGH STRENGTH H30)
2. THE MAXIMUM DISTANCE BETWEEN TRACER WIRE BOXES SHALL BE NO MORE THAN 300 FEET.

TRACER WIRE SCHEMATIC - LOW PRESSURE SEWER

NOT TO SCALE

THE DETAILS ON THIS SHEET PRESENT THE MINIMUM REQUIREMENTS FOR THE CONSTRUCTION OF WASTEWATER COLLECTION FACILITIES WHICH ARE TO CONVEY WASTEWATER TO AND THROUGH THE WESTERN BUTLER COUNTY AUTHORITY COLLECTION AND CONVEYANCE SYSTEM. THE SITE DEVELOPER'S DESIGN ENGINEER UTILIZING THESE DETAILS SHALL REVIEW THE DETAILS AND PRESENT ANY MODIFICATIONS NECESSITATED BY SITE CONDITIONS TO THE AUTHORITY FOR REVIEW. THE AUTHORITY NEITHER WARRANTS NOR GUARANTEES THAT THE DETAILS PRESENTED HEREIN ARE APPLICABLE TO ALL SITE CONDITIONS. THE USE OF THIS SHEET IN THE PROJECT'S CONSTRUCTION DOCUMENTS SHALL SIGNIFY THAT THE SITE DEVELOPER'S DESIGN ENGINEER HAS REVIEWED THE DETAILS AND FOUND THEM ACCEPTABLE FOR THE PROJECT.

HRG
Herbert, Rowland & Grubic, Inc.
Engineering & Related Services
AN EMPLOYEE-OWNED COMPANY

200 West Kensington Drive, Suite 400
Cranberry Township, PA 16066
(724) 779-4777
Fax (724) 779-4711
hrg@hrg-inc.com
www.hrg-inc.com

**SANITARY SEWER
STANDARD DETAILS
FOR
WESTERN BUTLER COUNTY AUTHORITY**

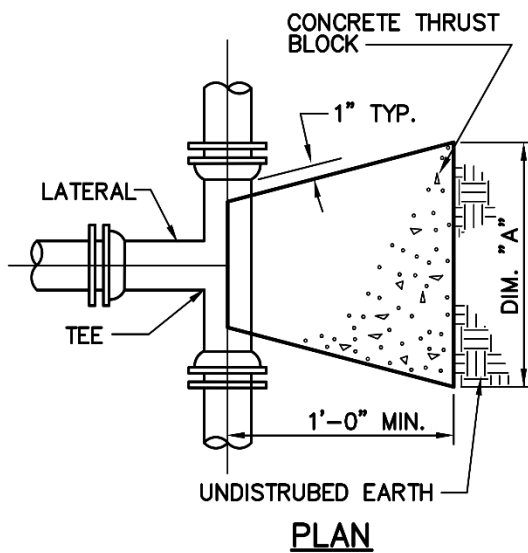
PROJ. MGR. - CEH
DESIGN- CEH
CADD- JGP/MS/DWH
CHECKED- *CEH*
SCALE- AS SHOWN
DATE- MAY 2019

DRAWING NO.

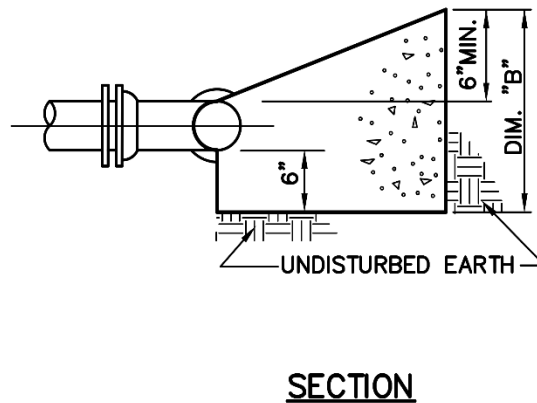
DT28

PROJECT 007867.0000

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TEE DIMENSION SCHEDULE LATERAL SIZE				
DIM.	1 1/2"	2"	2 1/2"	3"
A	14"	16"	18"	20"
B	14"	14"	15"	15"



NOTES:

1. CONCRETE SHALL BE NEATLY INSTALLED AGAINST AS STRAIGHT AS PRACTICAL UNDISTURBED SOIL ALL FITTINGS AND FASTENERS SHALL BE COVERED WITH PLASTIC SHEETING PRIOR TO PLACING CONCRETE.

HORIZONTAL THRUST BLOCK DETAILS (LOW PRESSURE SEWERS)

NOT TO SCALE

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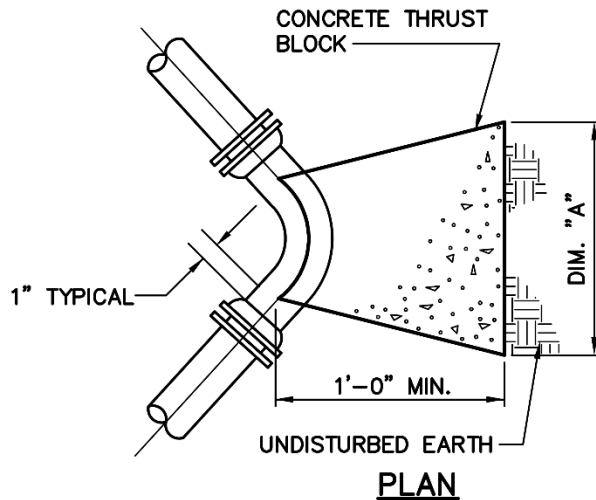
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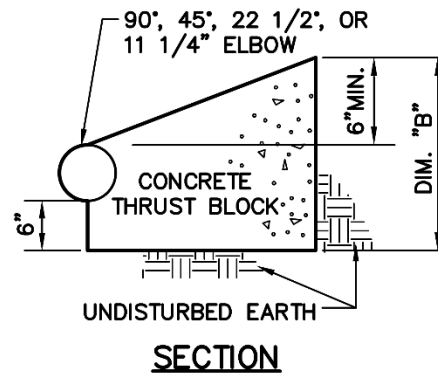
PROJ. MGR. - CEH
DESIGN - CEH
CADD - JGP/NAS/DH
CHECKED - *CEH*
SCALE - AS SHOWN
DATE - MAY 2019

DRAWING NO.
DT29
PROJECT 007867.0000



ELBOW DIMENSION SCHEDULE										
DIM.	3"-90°	2 1/2"-90°	2"-90°	1 1/2"-90°	3"-45°	2 1/2"-45°	2"-45°	1 1/2"-45°	3"-22 1/2°	2 1/2"-22 1/2°
A	20	18	16	14	18	16	14	12	16	14
B	15	15	14	14	15	15	14	14	15	14

A & B DIMENSIONS ARE IN INCHES



NOTES:

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HORIZONTAL THRUST BLOCK DETAILS (LOW PRESSURE SEWERS)

NOT TO SCALE

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PROJ. MGR. - CEH
DESIGN - CEH
CADD - JGP/MSJ/DH
CHECKED - *CEH*
SCALE - AS SHOWN
DATE - MAY 2019

DRAWING NO.
DT30
PROJECT 007867.0000

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