

**RULES AND REGULATIONS
OF
NORTHWESTERN CHESTER COUNTY
MUNICIPAL AUTHORITY**

ADOPTED February 17, 2016

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ARTICLE I. DEFINED TERMS.

Section 1. Definitions. Unless the context specifically indicates otherwise, the meaning of the terms used in these Rules and Regulations shall be as follows:

- A. “Authority” shall mean and refer to the Northwestern Chester County Municipal Authority.
- B. “BOD” (Biochemical Oxygen Demand) shall mean and refer to the quantity of oxygen expressed in parts per million (milligrams per liter) by weight utilized in the biochemical oxidation of organic matter under laboratory procedure for five (5) days at twenty (20) degrees centigrade. The standard laboratory procedure shall be that found in the latest revised edition of Standard Methods.
- C. “Borough” shall mean and refer to the Borough of Honey Brook, Chester County, Pennsylvania.
- D. “Building” shall mean and refer to a structure built, erected and framed of component structural parts designed for the housing, shelter, enclosure or support of persons, animals or property of any kind. This definition shall include structures built on-site or any remote location or factory.
- E. “Building Code” shall mean and refer to the current building code regulations adopted by the host municipality as may be amended from time to time.
- F. “Building Sewer” shall mean and refer to that part of the main building or house drain or sewer line inside the walls of the building and extending through the wall and connecting to the Sewer Line or House Connection.
- G. “Chlorine Demand” shall mean and refer to the amount of chlorine in parts per million (milligrams per liter) by weight, which must be added to the wastewater to produce a specified residual chlorine content or to meet the requirements of some other objective, in accordance with the procedures set forth in Standard Methods.
- H. “Commercial and Institutional Establishment” shall mean and refer to any structure or store, office or other unit thereof intended to be used wholly or in part for the purposes of carrying on a trade, business or profession, or for social, amusement, education, charitable or public use.
- I. “Connection” shall mean and refer to the jointure, or the process of making the jointure, of the Service Line with the Lateral Sewer.
- J. “Consulting Engineer” shall mean and refer to the engineer retained by the Authority. Such engineer shall be versed in environmental engineering.
- K. “Equivalent Dwelling Unit” (EDU) shall mean and refer to a dwelling’s consumption equal to 200 gallons per day or 18,000 gallons per quarter.
- L. “Garbage” shall mean and refer to the solid waste from the domestic and commercial preparation, cooking and disposal of food, and from the handling, storage and sale of produce.

M. "Grease Interceptor" shall mean and refer to a passive interceptor having a rated flow exceeding 50 gpm (189 L/m) that is located outside the building.

N. "Grease Trap" shall mean and refer to a passive interceptor having a rated flow of 50 gpm (189 L/m) or less that is located inside the building.

O. "Improved Property" shall mean and refer to any property upon which there is erected a structure intended for continuous or periodic habitation, occupancy or use by human beings or animals and from which structure Sanitary Sewage and/or industrial wastes shall be or may be discharged.

P. "Industrial Establishment" shall mean and refer to any structure or separate unit thereof intended to be used wholly or in part for the manufacturing, fabrication, processing, cleaning, laundering or as assembly of any product, commodity or article.

Q. "Lateral Sewer" shall mean and refer to the part of the Sewer System extending from the Sewer to the curb line or, if there shall be no curb line, to the edge of the street right-of-way, or, if no such Lateral shall be provided, then "Lateral Sewer" shall mean and refer to that portion of, or place in, a Sanitary Sewer which is provided for the Connection of any Service Line.

R. "Non-Domestic Waste" shall mean and refer to any pollutant or waste substance (solid, liquid or gaseous) or form of energy rejected or escaping from any industrial, manufacturing, trade or business process or from the development, recovery or processing of natural resources and distinct from Sanitary Sewage or domestic waste.

S. "Oil Separator" shall mean and refer to a receptacle designed and installed to intercept oil-bearing, grease-bearing or flammable wastes prior to entering the public sewer system while permitting normal sewage or waste to discharge into the sewer system by gravity.

T. "Owner" shall mean and refer to any Person vested with ownership, legal or equitable, sole or partial, of any property situated in the service area of the Authority.

U. "Person" shall mean and refer to any individual, group, company, association, society, corporation, or other entity applying for permission to connect or use the Sewer System.

V. "pH" shall mean and refer to the logarithm of the reciprocal of the hydrogen-ion concentration expressed in moles per liter and indicates the degree of acidity or alkalinity of a substance.

W. "PPM" (parts per million) shall mean and refer to milligrams per liter, or weight to weight ratio: the parts per million multiplied by the factor 8.345 shall be equivalent to pounds per million gallons of water.

X. "Private Dwelling or Dwelling Unit" shall mean any non-commercial structure or unit designed for and occupied exclusively for residence purposes and includes, but is not necessarily limited to, a second residence, apartment, single-family dwelling unit and a Private Dwelling is

characterized by the design of the unit for the use of the occupant or occupants exclusively, having separate kitchen facilities, separate sleeping quarters and separate toilet facilities.

Y. “Professional Engineer” shall mean and refer to an individual licensed and registered under the laws of the Commonwealth of Pennsylvania to engage in the practice of engineering.

Z. “Professional Land Surveyor” shall mean and refer to an individual licensed and registered under the laws of the Commonwealth of Pennsylvania to engage in the practice of surveying.

AA. “Reservation of Capacity Fee” shall mean and refer to the fee imposed by the Authority for allocating to a property owner capacity in the Authority’s Sewer System or wastewater treatment facility in advance of his payment of the Authority’s tapping fee.

BB. “Sanitary Sewage” shall mean and refer to the domestic waste or normal non-process wastewater carried from households and toilet wastes from residences, business buildings, Commercial, Institutional and Industrial Establishments.

CC. “Sanitary Sewers” shall mean and refer to the system of pipes and facilities operated or caused to be operated by the Authority for the collection of Sanitary Sewage and acceptable Non-Domestic Wastes in and for the areas served by the Authority.

DD. “Service Line” shall mean and refer to that part of the main Building drain or sewer line (Building Sewer) extending from the outer Building wall or foundation wall to its Connection with the Lateral Sewer.

EE. “Sewer” shall mean and refer to any pipe or conduit constituting part of the Sewer System and used or usable for sewage collection or transportation purposes.

FF. “Sewer Manager” shall mean and refer to any person who may, from time to time, be placed in general charge of the Sewer System.

GG. “Sewer System” shall mean and refer to all facilities operated or caused to be operated by the Authority for the collection, disposal and treatment of Sanitary Sewage or Domestic Waste and Acceptable Non-Domestic Waste.

HH. “Shall” is mandatory. “May” is permissive.

II. “Slug” shall mean and refer to any discharge of sewer or waste exceeding a concentration or flow greater than five (5) times that of an average 24-hour discharge, which is discharged for a period of fifteen (15) minutes or more.

JJ. “Standard Methods” shall mean and refer to the laboratory and analytical procedures as set forth in the latest revised edition of “Standard Methods for the Examination of Water and Wastewater” as published jointly by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation.

KK. "Surcharge" shall mean and refer to the additional charge in excess of the basic charge and never less than the basic charge for the treatment of Non-Domestic Waste, based upon the extra strength of waste applied as a factor against charges for Sanitary Sewage or Domestic Waste.

LL. "Suspended Solids" shall mean and refer to the solids that either float on the surface or are in suspension in water, sewage or other liquids, which are removed by laboratory filtration.

MM. "Tapping Fee" shall mean and refer to a fee imposed in accordance with Pennsylvania Act 57 by the Authority consisting of four (4) separate and distinct parts that include: Capacity, Collection System, Special Purpose and Reimbursement.

NN. "Township" shall mean and refer to the Township of Honey Brook, Chester County, Pennsylvania.

OO. "User" shall mean and refer to any person who contributes, causes or permits the contribution of Sanitary Sewage or Non-Domestic Waste into the Sewer System.

PP. "Water Company" shall mean and refer to the Honey Brook Borough Authority which provides water service to customers connected to the Sewer System.

ARTICLE II. CONNECTION AND USE OF THE SEWER SYSTEM.

Section 1. Conditions of Service. No connection, through which Sanitary Sewage or industrial waste goes or may enter the Sewer System, shall be constructed, altered, repaired, or allowed to exist, which does not comply with these Rules and Regulations.

Section 2. Application for Service; Issuance of Permit and Connection.

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

B. Such tapping fee shall be based upon the usage of the Sewer System and calculated utilizing the Equivalent Dwelling Units assigned to the Improved Property or defined herein. In instances of metered flow, the estimated average daily flow at the time of Connection shall be divided by 200 gallons per day, or 18,000 gallons per quarter to establish the number on Equivalent Dwelling Units to be assigned to the Improved Property by the Authority. The fee shall be calculated by multiplying the Equivalent Dwelling Units assigned to the Improved Property by the then current fee per Equivalent Dwelling Unit.

C. Application to the Authority for a permit required hereunder shall be made by the Owner of the Improved Property to be served, in such form as may be prescribed by the Authority. There shall be two classes of Building Sewer Connection Permits: (1) those pertaining to Sanitary Sewage, and (2) those wastes which are classified as Non-Domestic Wastes. These connection permit

applications shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the Authority.

D. No Connection to the Sewer System shall be made except under the inspection of the Authority or its authorized representative. The applicant for the Building Sewer Connection Permit shall notify the Authority when the Building Sewer is ready for inspection and connection to the Sewer System. The Connection shall be inspected by the Authority or its representatives, who shall be notified twenty-four (24) hours before time for backfilling.

E. The application and its acceptance by the Authority shall constitute, from the date of acceptance by the Authority, a contract obligating the applicant to pay rates and charges as established by the Authority from time to time and to comply with these Rules and Regulations which shall be established from time to time. Sewer service shall be furnished only after the following:

1. The Owner of the Improved Property to be served shall have installed, at his own cost and expense, the Service Line in accordance with these Rules and Regulations;
2. The authorized representative of the Authority has inspected the facility and certified compliance with these Rules and Regulations; and
3. When deemed necessary by the Authority, the Service Line has been tested and approved on the basis of these Rules and Regulations.

F. Whenever Improved Property which is connected to the Sewer System is sold, or otherwise conveyed, the seller shall promptly notify the Authority of such sale or conveyance.

G. Whenever Improved Property which is connected to the Sewer System is vacated, the Owner shall give prompt notice to the Authority.

H. Payment of the connection fee shall entitle the Owner of the Improved Property to one Connection into the Authority's Sewer main, a 6-inch lateral or larger, and other appurtenances, i.e. manholes, etc., to make proper Connection to the Sewer System as deemed necessary by the Authority. The connection fee for each new Connection to the Sewer System shall be based upon the Authority's actual cost, including both direct and indirect costs, incurred in providing the facilities between the main line sewer and the property line of the property to be serviced or when the Authority permits the construction of these facilities by others, for their costs in assisting with the providing of these facilities including such costs as inspection, administrative processing costs, and other similar types of costs chargeable to the connection.

I. A Connection to the Sewer System may be abandoned only with the prior consent of the Authority. Application to the Authority for an abandonment shall be made by the Owner of the Improved Property that is served by the Connection in such form as prescribed by the Authority. Abandonment may be consented to by the Authority only in such cases in which: (i) the Improved Property has been permanently destroyed and shall not be replaced; (ii) the Improved Property shall no longer be used for human habitation and all toilet and sanitary facilities removed; or (iii) the Connection with the Sewer System shall be permanently severed and all toilet and sanitary facilities removed. In the event it is desired that a Connection with an abandoned property be reestablished,

such proposed re-Connection shall be treated as an original Connection under this Section 2 and the provisions of Items A through H of this Section 2 shall apply to the proposed Connection, as well as all other provisions of these Rules and Regulations and any other applicable rules and regulations of the Authority. However, in the event a tapping fee was previously paid for the abandoned Connection, the difference between the tapping fee previously paid and the then current tapping or connection fees and other then current fees and charges of the Authority shall be paid to the Authority.

Section 3. Individual Service Lines and Connections.

A. Each Improved Property shall have its own individual Service Line. Each side of a twin home having a solid vertical partition wall shall be considered a separate property requiring individual sewer connections. A twin home under single ownership may be served by a single Service Line, provided an appropriate easement running with the land is provided for the house not served (the "Non-Served Premises") if it does not have direct access to the Lateral Sewer. Such easement shall grant sufficient access from the Non-Served Premises to the Lateral Sewer for the benefit of the Non-Served Premises. Should one side of the house ever be sold separately, individual Sewer Connections shall be required. The installation of any new or additional Sewer Connection or Lateral Sewer shall be at the Owner's sole expense.

B. Where premises in single ownership consist of more than one Building, the Authority reserves the right to determine, under the circumstances of each case, whether each separate Building must have its individual Sewer Connection or whether all Buildings together may use a single Connection.

Section 4. Maintenance and Repair of Service Lines.

A. All Service Lines shall be maintained and repaired by the Owner at the cost of the Owner of the Improved Property. Such repairs shall be subject to the approval and inspection of the Authority. The removal of all blockages in either the Service Line or Lateral Sewer shall be the responsibility of the Owner of the Improved Property.

Section 5. Access and Inspection.

A. The Authority shall have the right of access at reasonable times to any part of any Improved Property served by the Sewer System for purposes of inspection, observation, maintenance, replacement, measurement, sampling and testing and for performance of other functions relating to service rendered by the Authority in connection with the Sewer System and in order to enforce compliance with these Rules and Regulations.

B. Use of a new Connection to the Sewer System will not be permitted until the installation has been inspected, tested and approved in accordance with applicable specifications.

C. The designated Inspector of the Authority shall be given at least twenty-four (24) hours notice of the time when such Connection shall be made in order that said Inspector can be present to inspect and approve the work of Connection. The Inspector shall signify his approval of the aforementioned Connection permit by final signature on the permit.

D. No Building Sewer Line shall be covered over, or in any manner concealed, until after it is inspected and approved by said Inspector.

E. It is the intention of these Rules and Regulations that the entire Connection be inspected at one time; however, if the property owner or Authority inspector 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.

F. Whenever, in the opinion of the Consulting Engineer or other duly authorized representative of the Authority, special conditions require additional safeguards or more stringent specifications to be observed, then, and in that event notwithstanding any other provision of these Rules and Regulations the Authority specifically reserves the right to refuse to permit a Connection to be made to the Sewer System until such special requirements or specifications, as may be stipulated by the Authority or its Consulting Engineer, have been satisfied.

G. Inspections may be visual only, but also may require the use of air or water to determine the water tightness of the lateral.

Section 6. Existing Service Lines.

A. Existing Service Lines may be utilized providing they have been inspected by the Authority and found to be reasonably true to grade and alignment, in good condition for the purpose of conveying Sanitary Sewage or Non-Domestic Wastes, and have tight joints of approved materials. The integrity of the existing line shall be determined by performing either the water or air test described in these Rules and Regulations. If the existing line does not conform to these requirements, the line shall be corrected or a new line shall be laid at the expense of the Owner in accordance with the specifications contained herein. All testing required by the Authority shall be at the expense of the Owner.

Section 7. Responsibility of Owners of Improved Property.

A. The Owner of each Improved Property connected to the Sewer System shall be responsible for all acts of tenants or other occupants of such Improved Property insofar as such acts shall be governed by provisions of these Rules and Regulations.

Section 8. Sanitary Sewer Extensions.

A. Where an Owner desires to extend sewerage service to a Building or to a group of Buildings within a development, he may do so after having made proper written application to the Authority having executed all the Agreements required by the Authority and having met all of the conditions of these Rules and Regulations. All extensions so constructed shall include, without limitation, all Sewer Mains, Lateral Sewers, Connections and other necessary appurtenances and shall be constructed by and at the expense of the Owner. All construction shall be done in accordance with plans and specifications approved by the Authority prior to the start of construction, and subject to inspection, testing and approval by the Authority or its designated representative. An Owner shall submit an Application for Sewer Service Extension, which is attached hereto and incorporated herein by reference as Exhibit "A".

B. Sewer plan may be provided by either of the following two methods:

1. The Owner may request the Authority to provide the plans of the extension and to secure all necessary approvals from State agencies. The cost of the preparation of the plans and specifications and all other related fees owed in addition to a sum equal to the estimated cost of the aforesaid shall be deposited with the Authority before such plans will be prepared.

2. As an alternate to the above, the Owner may secure the services of a Professional Engineer or a Professional Land Surveyor to prepare the necessary plans which shall be subject to approval by the Authority. Any revisions in the design considered necessary, in the opinion of the Authority's Consulting Engineer, shall be made and approved at the expense of the Owner prior to the construction of the Sewer Extension. The Owner shall secure all necessary approvals from any State or other governmental agencies having control over the Sewer System and the proposed Sewer extension.

C. A final inspection will be made by the Authority, and if the extensions are found to conform with the requirements of these Rules and Regulations and with any other requirements of the Authority with respect to such extensions, the Owner shall convey the Sewer extension, including all rights of way, easements and land, free of encumbrances, to the Authority to operate and maintain as part of the Sewer System. No Connections shall be made to the extension until the extension has been accepted by the Authority.

Section 9. Cleanouts in Service Line. It is recommended by the Authority that cleanouts be provided in each Service Line in one hundred foot intervals. If a cleanout has not been provided inside the Building or by installation of a double running trap, then a cleanout will be required just outside the foundation wall or at the point of connection to the existing Lateral, if applicable. Cleanouts may be constructed using a wye fitting in the run of the pipe with a 45-degree bend and risers to the ground surface. The riser shall be provided with a standard four (4) inch screw type plug or cap.

ARTICLE III. NON-DOMESTIC WASTE DISCHARGES.

Section 1. Non-Domestic Waste Discharge Permits.

A. Non-Domestic Waste Discharge Questionnaire. Users who discharge or propose to discharge Non-Domestic Waste to the Sewer System may be required to complete and file with the Authority, a Non-Domestic Waste Discharge Questionnaire, which is attached hereto as Exhibit "B", and which shall include pertinent data inclusive of flow and analysis of all wastes discharged to the Sewer System. Prior to submission of a Non-Domestic Waste Discharge Questionnaire, Users who discharge or propose to discharge Non-Domestic Waste shall contact the Authority and its Engineer to determine whether a Non-Domestic Waste Discharge Permit is necessary based on the wastes produced and/or discharged into the Sewer System. The Authority reserves the right to reclassify Users and require a Non-Domestic Waste Discharge Permit based on changes the wastes produced and/or rates of discharge into the Sewer System. Additionally, the Authority reserves the right to classify any commercial, residential or industrial establishment as industrial on the basis of

wastes produced and/or discharged to the Sewer System. Failure to comply with this requirement shall be cause for discontinuation or disapproval of service in accordance with the provisions of these Rules and Regulations.

B. Non-Domestic Waste Discharge Permit.

1. Permits. Discharge of any wastes by any User to the Sewer System containing quantities or concentrations of pollutants in excess of those listed in Section 2 of this Article III shall require a Non-Domestic Waste Discharge Permit. Additionally, a Non-Domestic Waste Discharge Permit shall be required by the Authority for any User of the Sewer System which may have the potential to discharge toxic substances or in any other way result in a discharge of waste prohibited in Section 2 of this Article III. The Authority reserves the right to refuse Connection to the Sewer System for the deleterious industrial wastes, or to compel discontinuance of the use of the Sewer System for such wastes, or to require pretreatment and/or equalization of flow thereof in order to prevent harmful or adverse affects upon the Sewer System. The design, construction and operation of such pretreatment and/or flow equalization shall be made at the sole expense of the Person discharging wastes and shall be subject to the approval of the authority or its designated representative.

2. Permit Application. Users required to obtain a Non-Domestic Waste Discharge Permit shall complete and file with the Authority the Non-Domestic Waste Discharge Permit Application, which is attached hereto as Exhibit "C". Existing Users shall apply for a permit within thirty (30) days of notification by the Authority. Proposed Users who are not discharging or having the potential to discharge to the Sewer System as of the effective date of these Regulations shall be required to apply for a permit sixty (60) days prior to connecting or commencing discharge. All proposed Users required to file applications for a permit shall be required to complete a Non-Domestic Waste Discharge Questionnaire as outlined in Section 1(A) of this Article III. The Authority reserves the right to require any information which, in the opinion of the Authority, is necessary to adequately characterize and evaluate the discharge of the User. In accordance with the Commercial Rate Schedule as adopted and amended from time to time by the Authority, a payment shall accompany any Permit Application for both proposed and existing Users. Such payment shall be held in escrow and utilized to pay professional review fees and administrative costs in connection with the proposed Non-Domestic Waste Discharge Permit. In the event the professional review fees and administrative costs shall exceed the aforesaid escrow amount, the User shall be responsible to pay the balance due prior to the issuance of the Permit. In the event the professional fees and administrative costs shall be less than the escrow amount, the overage shall be refunded to the User.

The Authority must be notified of any new activity of any existing User if that activity will result or have the potential to result in a discharge requiring a permit as specified in this Section. Such notification must take place at least thirty (30) days prior to commencement of the activity or its resulting discharge.

3. Permit Conditions. Non-Domestic Waste Discharge Permit conditions shall be written in accordance with the applicable procedures or methods developed by the Authority. The permit conditions may include specific discharge limitations, requirements

for record keeping, metering, sampling, reporting by the User and other conditions necessary to control wastes discharged to the Sewer System including, but not limited to the following:

- a. Limits, based on mass and/or concentration on the average and maximum wastewater constituents and characteristics;
- b. Limits on average and maximum rate and time of discharge or requirements for flow regulation and equalization;
- c. Requirements for installation and maintenance of inspection and sampling facilities;
- d. Specifications for monitoring programs which may include sampling locations, frequency of sampling number, types and standards for tests and reporting schedules;
- e. Compliance schedules;
- f. Requirements for submission of technical reports or discharge reports;
- g. Requirements for maintaining and retaining plant records relating to the waste discharge as specified by the Authority and affording the Authority access thereto;
- h. Requirements for notification of the Authority by the User of any new introduction of waste constituents or any substantial change in the volume or character of waste constituents being introduced into the Sewer System;
- i. Requirement for notification of slug discharges;
- j. Permit renewal requirements and procedures;
- k. Other conditions deemed necessary by the Authority.

4. Permit Duration. Non-Domestic Waste Discharge Permits will be for a specific duration as specified in the permit and in accordance with the reporting and renewal provisions listed therein.

5. Permit Transfer. Non-Domestic Waste Discharge Permits are issued to a specific User for a specific operation on specific premises. A Non-Domestic Waste Discharge Permit shall not be reassigned or transferred.

C. Permit Compliance Reporting.

1. Compliance Data Reporting. Within ninety (90) days following commencement of the introduction of waste into the Sewer System, any Non-Domestic User shall submit to the Authority a report indicating the nature and concentration of all pollutants and toxic substances in the discharge from the regulated activity. The report shall state whether the

applicable standards or requirements are being met on a consistent basis and, if not, what additional operation and maintenance and/or pretreatment is necessary to bring the User into compliance with the applicable standards or requirements. This statement shall be signed by an authorized representative of the User.

2. Periodic Compliance Reports. Any existing User subject to a National Categorical Pretreatment Standard as established by the U.S. Environmental Protection Agency, after the compliance date of such pretreatment standard, or, in the case of a new source, after commencement of the discharge into the Sewer System, shall submit to the Authority, as specified in the User's Non-Domestic Waste Discharge Permit, a report indicating the nature and concentration of pollutants. In addition, this report shall include a record of daily flows and loadings as required. At the discretion of the Authority and in consideration of such factors as local high or low flow rates, holiday, budge cycles, etc., the Authority may agree to alter the periods during which the above reports are to be submitted.

Reports required by a Non-Domestic Waste Discharge Permit shall also contain the results of sampling and analysis of the User's production and mass when requested by the Authority, of pollutants contained therein which are limited by the applicable standards. The frequency of monitoring shall be as prescribed in the User's Non-Domestic Waste Discharge Permit. All analyses shall be performed in accordance with procedures established by the EPA pursuant to Section 304(g) of the Clean Water Act and contained in 40 CFR, Part 136 and amendments thereto, Standard Methods, or any other test procedures approved by the Authority.

D. Monitoring Facilities. The Authority may require monitoring facilities to be provided and operated, at the User's own expense, to allow inspection, sampling, and flow measurement of the total discharge of the User to the Sewer System. The monitoring facility shall be situated on the User's premises.

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 the time specified by written notification by the Authority.

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

F. Pretreatment. Users shall provide necessary waste treatment as required to comply with these Rules and Regulations. Any facilities required to pretreat waste 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 operation procedures shall be submitted to the Authority for review, and shall be approved by the Authority before construction of the facility. The review of such plans and operation 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. All records relating to compliance shall be made available to the Authority upon request.

G. Confidential Information. Information and data on a User obtained from reports, questionnaires, permit applications, permits 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 2. Prohibited Wastes.

A. The following are prohibited:

1. No Person shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff or subsurface drainage into the Sewer System.
2. No Person shall discharge or cause to be discharged any of the following into the Sewer System:
 - a. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, fur, plastic, wood, pauch manure, butchers offal, hair, or any other solids or vicious substance capable of causing obstruction to the flow in sewers or the interference with proper operation of the Sewer System;
 - b. Any inert insoluble solids such as, but not limited to: asphalt, clay, slag and mill scale, or sludge and slurries;
 - c. Any waters or waste containing any quantities of formaldehyde carbide waste, or phenols;
 - d. Any water or waste containing radioactive isotopes;
 - e. Any cooling water, unpolluted industrial or commercial process water;
 - f. Any vapor or steam;
 - g. Any liquid having a temperature higher than 140 degrees Fahrenheit or lower than thirty-two (32) degrees Fahrenheit;
 - h. Any fluid waste containing in excess of one hundred (100) parts per million of fat, oil, wax, grease, either vegetable or mineral, or containing substances

which may solidify between thirty-two (32) and one hundred (100) degrees Fahrenheit;

- i. Any liquids, solids or gases such as benzene, gasoline, naphtha, fuel oil or other volatile, explosive or flammable substance which, by reason of its nature or quality, may cause fire or explosion or be in any way injurious to persons, to the Sewer System or the operation thereof;
- j. Any un-shredded garbage. The installation and operation of any garbage grinder equipped with a motor of greater than (1/2) horsepower shall be subject to review and approval by the Authority;
- k. Any waste containing a 5-day BOD in excess of 250 ppm;
- l. Any waste containing a total suspended solids content in excess of 300 ppm;
- m. Any waste having a chlorine demand in excess of 10 ppm;
- n. Any fluid having a pH lower than six (6.0) and higher than nine (9.0).
- o. Any water waste containing any substances which are not amenable to treatment or reduction by the biochemical wastewater treatment processes employed or are amenable to the treatment only to such a degree that the effluent of the Sewage Treatment Works cannot meet the requirements of agencies have jurisdiction over the discharge to the receiving stream;
- p. Any toxic substance not mentioned in the foregoing list that will pass through the treatment works and exceed the maximum permitted levels for such substance under the requirements of State or other governmental agencies;
- q. Any substance prohibited by any permit issued by the Commonwealth of Pennsylvania or the Environmental Protection Agency;
- r.
- s. Any noxious, toxic or malodorous substances not mentioned in the foregoing list that will pass through Sewage Treatment Works and exceed the state and interstate requirements for the receiving stream;
- t. Wastes containing insoluble, non-flocculent substances having a specific gravity in excess of 2.65;
- u. Wastes containing soluble substances in such concentration as to cause the specific gravity of the waste to be greater than 1.1;
- v. Wastes containing more than 10mg/l of any of the following gases: hydrogen sulfide, sulfur dioxide, nitrous oxide, or any of the halogens;

- w. Wastes containing solids of such character and quantity that special and unusual attention is required for their handling;
- x. Any wastewater with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions; No rates of flow taking on the properties of a slug (any sewage discharge which, for a period of fifteen (15) minutes shall exceed five (5) times the average daily flow);
- y. Any waste containing toxic or poisonous substance in excess of the following limits, measured at the point of discharge into the Sewer System:

	<u>ITEM</u>	<u>PPM</u>
1.	Acetone	0.1
2.	Aluminum	0.3
3.	Antimony	0.4
4.	Arsenic	0.05
5.	Barium	0.1
6.	Benzene	0.02
7.	Beryllium	Not Detectable*
8.	Bis-Chloromethyl Ether	Not Detectable*
9.	2-Butanone	0.2
10.	Butylbenzyl Phthalate	0.01
11.	Boron	0.5
12.	Bromide	Not Detectable*
13.	Cadmium	0.002
14.	Carbon Tetrachloride	0.005
15.	Chloride	250.0
16.	Chlorobenzene	0.05
17.	Chloroethane	0.05
18.	Chloromethane	0.005
19.	2- Chloronaphthalene	0.01
20.	Chromium	0.1
21.	Cobalt	0.05
22.	Copper	0.02
23.	Cyanide	0.01
24.	DDT	Not Detectable*
25.	Dibromomethane	0.01
26.	1,3 Dichlorobenzene	0.05
27.	1,1 Dichloroethane	0.09
28.	1,2 Dichloroethane	0.01
29.	1,2 Dichloroethylene	0.01
30.	1,2 Dichloropropane	0.01
31.	Diethyl Phthalate	0.03
32.	Dimethyl Phthalate	0.01
33.	Ethyl Benzene	0.01
34.	Fluoride	1.0

35.	2- Hexanone	0.01
36.	Hydrogen Sulfide	Not Detectable*
37.	Iodide	Not Detectable*
38.	Iron	3.0
39.	Isophorone	0.05
40.	Lead	0.005
41.	Lindane	0.0002
42.	Manganese	0.05
43.	Methylene Chloride	0.05
44.	Methylene Chloride	0.1
45.	Methyl-2 Pentanone	0.02
46.	Nickel	0.2
47.	Nitrates	5.0
48.	Nitrites	3.0
49.	Nitrogen (as NH3)	17.0
50.	Organic Surfactants	1.0
51.	Ozone	Not Detectable*
52.	PCB (All Aroclors)	0.001
53.	Phenol	0.05
54.	1- Propanol	0.06
55.	2- Propanol	0.05
56.	Residual Chlorine	0.2
57.	Selenium	0.01
58.	Silver	0.0005
59.	Sodium	10.0
60.	Tetrachloroethylene	0.02
61.	Tetrahydrofuran	0.03
62.	Thallium	0.03
63.	Tin	0.8
64.	Toluene	0.05
65.	1,2 Trans Dichloroethylene	0.03
66.	1,1,1 Trichloroethane	0.1
67.	Trichloroethylene	0.8
68.	1,2,3 Trichloropropane	Not Detectable*
69.	Xylene	0.01
70.	Zinc	0.2

* - Parameter shall not be detectable using the most sensitive analytical method

Provided, however, that deviations from the above schedule may be authorized by the Authority in its sole discretion, upon an affirmative showing by the Person requesting the same that such deviation will not be harmful to the Sewer System and upon approval by the Authority's Consulting Engineer.

Section 3. Service Regulations.

A. The following regulations shall apply:

1. A garbage disposal unit with a motor of one-half (1/2) horsepower or less may be installed in any single family dwelling or unit without a permit.
2. Air conditioning units using twenty (20) gallons of water per minute or less and having a discharge temperature of not over one hundred forty degrees Fahrenheit may discharge into the Sewer System.
3. Floor Drains used for washing and cleaning will be permitted only on application to the Authority and only after provisions have been made for the removal of sand, grit, oil, grease, garbage or any other materials.

Section 4. Surcharge Formula.

A. Any Non-Domestic Waste of unusual strength or character accepted by the Authority shall be subject to a surcharge to be paid by the Industrial or Commercial and Institutional Establishment concerned. The basic rate and the basic rate for the surcharge shall be the rate per thousand gallons as set forth in Sections 2 and 3 of Article IV, as follows:

1. The surcharge is based on a waste having a 5-day, 20- degree Centigrade BOD greater than 250 ppm and/or a total suspended solids greater than 300 ppm. and/or an ammonia nitrogen concentration greater than 17 ppm.
2. In the case of waste containing heavy metals, either in suspension or solution or when in the opinion of the Authority the suspended solids do not represent the true characteristics of the solids loading, the Authority reserves the right to use total solids instead of suspended solids.
3. Non-Domestic Waste Surcharge Factor

$$F = \frac{(Si - 300)}{300} + \frac{(Bi - 250)}{250} + \frac{(Ni - 17)}{17}$$

F = Factor applied to basic treatment rate

Si = Non-Domestic Waste total solids concentration in ppm

Bi = Non-Domestic Waste BOD concentration in ppm

Ni = Non-Domestic Waste ammonia nitrogen concentration in ppm

The surcharge factor (F) or any portions of the calculation thereof shall never be less than zero. If any of the arithmetic procedures for either the total suspended solids, BOD, or ammonia nitrogen portion of the equation yield a negative number, that portion of the equation shall be replaced by zero.

The sewer rent calculated in accordance with Sections 2 and 3 of Article IV shall be multiplied by the surcharge factor (F) and added to the basic bill to establish the billing for the period.

4. In the case of waste containing substances or materials that only can be treated with extra care and costs and where the surcharge as stated above does not apply, the Authority may accept the waste after a study of the waste has been made and a formula for the discharge has been established.

5. In order to ascertain the strength of every Non-Domestic Waste, the Authority shall complete appropriate analyses quarterly of every Non-Domestic Waste entering the Sewer System, the results of which shall be used to establish the surcharge for the quarter in which the sample was collected.

ARTICLE IV. RATES AND CHARGES.

Section 1. Imposition of Sewer Rent or Charge. There is hereby imposed upon each property served by the Sewer System and having the use thereof, sewer rents or charges payable as hereinafter provided, for the use, whether direct or indirect, of the Sewer System, based on the schedules of classifications and rates set forth in the Residential and Commercial Rate Schedules, which are attached hereto as Exhibit "D" and Exhibit "E", respectively.

Section 2. Flat Rates for Certain Classifications.

In the case of a combination of one or more Commercial, Industrial or Institutional Establishments, Private Dwellings (including each mobile home space, row house, semi-detached house and townhouse and individual dwelling units within a multiple dwelling building), fire house, church, school or municipal building in one property all having the use of the Sewer System through one Sewer Connection, then each such establishment shall be charged the base charge as indicated in the Residential and Commercial Rate Schedules, as adopted and amended from time to time by the Authority, as though each were separately connected to the Sewer System, and if there is only one water meter for any such combination, the Authority may estimate the amount of water used by each individual establishment if necessary for the purpose of establishing additional sewer rental charges imposed by Section 3 hereof. The Equivalent Dwelling Units assigned to the Improved Property by the Authority shall not be transferable to any other property, in whole or in part.

Charges for Connection to the Sewer System are hereby fixed in accordance with attached rate schedule as adopted and amended by the Authority from time to time.

Section 3. Additional Sewer Rates or Charges.

A. Meter Rates. For all properties located within the Borough or the Township served by the Sewer System and having available to it the use thereof, other than (1) private dwellings (including each mobile home space, row house, semi-detached house and townhouse and individual dwelling unit within a multiple dwelling building), (2) fire houses, (3) churches and (4) municipal building, there is hereby imposed the charges fixed under Section 2 hereof and an additional sewer rental, payable quarterly, for all discharge to the Sewer System in excess of 18,000 gallons for any

three month period, based on the quantity of water used (or on discharge to the Sewer System as hereinafter provided) at the rate indicated in the Residential and Commercial Rate Schedules, as may be amended from time to time.

B. Schools. Schools shall be charged additional sewer rental, based upon the quantity of water used by them (or on discharge to the Sewer System), at the rates and in the manner provided in Section 4a hereof; provided, however, that notwithstanding said Section 4a, the additional sewer rental charge for each school for each quarterly billing period ending September 30 shall not be less than an amount equal to the average of the additional sewer rental charges for the three billing periods next preceding the period ending September 30 in each year.

C. Other Seasonal or Intermittent Use. Additional sewer rentals (for any quarterly billing period) imposed upon seasonal or other intermittent users of the Sewer System, other than schools, at the sole discretion of the Authority, may be based upon actual flow or upon average peak period flow; provided, however, that the Authority shall not impose additional sewer rentals on the basis of average peak period flow until it shall have received at least one full year's flow records with respect to the subject User.

D. Temporary Users of the Sewer System. Temporary Users of the Sewer System shall pay for their discharge into the Sewer System at the then current rates of the Authority. All flows of temporary Users of the Sewer System shall be separately metered. In the event the connection to or discharge into the Sewer system shall be in excess of sixty (60) days, a tapping fee shall be paid to the Authority. Such tapping fee shall be based upon the number of gallons discharged into the Sewer System and the number of days of actual discharge into the Sewer System during such sixty (60) daytime period.

E. The Authority reserves the right to require any property not subject to payment of additional sewer rentals hereunder to pay such rentals, if, because of suspected infiltration or for any other reason, the governing body of the Authority believes that such property is discharging to the Sewer System flow in excess of 20,000 gallons per EDU per quarter. Such additional sewer rentals shall be imposed by resolution of the governing body of the Authority upon not less than ten (10) days prior written notice to the subject property owner. In such event, the Authority may require the installation of water or sewage measuring devices as provided in Section 4 hereof. In addition, in lieu of imposing an additional sewer rental, upon not less than ten (10) days prior written notice to the subject property owner, the Authority may impose a surcharge in an amount equal to three (3) times the sewer charges applicable to the amount by which the flow exceeds 222 gallons per day per EDU for the property (the "excess flow"). Further, the Authority may impose a civil penalty upon the subject property owner in an amount of not less than one hundred dollars (\$100) but not more than one thousand dollars (\$1,000) per day during which the excess flow continues. The subject property owner shall have the right to appeal such civil penalty within thirty (30) days after notification of imposition of a civil penalty. Such appeal shall comply with the following:

1. Appeal shall be made in writing and shall be accompanied by the appeal fee established by the Authority's rate schedule.
2. The written appeal shall specify the precise action from which the appeal is taken and shall set forth in concise terms the reason for the appeal and any legal authorities

supporting the appeal. If a hearing before the Authority is desired, the written appeal shall include a request for a hearing.

3. If a hearing is requested, the Authority shall conduct the hearing in a regular or special public meeting which occurs within sixty (60) days after receipt of the written appeal. The hearing shall be conducted in accordance with the provisions of the Local Agency Law, 2 Pa.C.S.A. Section 551 et seq.
4. The Authority shall render a written decision on the appeal in accordance with the provisions of the Local Agency Law.
5. Any person aggrieved by the decision of the Authority may appeal to the Chester County Court of Common Pleas within thirty (30) days after the Authority's decision.

In the event the Authority believes that a property, because of inflow and/or infiltration, is causing flows in excess of 20,000 gallons per EDU per quarter into the Authority Sewer System, prior to imposition of additional sewer rentals, surcharges or civil penalties, as set forth above, the Authority shall provide ninety (90) days written notice (the "Correction Notice") to the subject property owner to correct such inflow and/or infiltration. An extension of the ninety (90) day time period may be granted at the discretion of the Authority for good cause shown upon delivery of a narrative describing the reason for the request, a timetable and a remediation plan for Authority approval from the subject property owner. Such narrative, timetable and remediation plan shall be delivered to the Authority not later than sixty (60) days after the date of the Correction Notice. In the event of the failure of the subject property owner to correct the inflow or infiltration into the Sewer System within ninety (90) days after the date of the Correction Notice or within such extended time as may be granted by the Authority, the Authority may at its discretion proceed in the manner set forth above to impose additional sewer rentals, surcharges and civil penalties

F. Nothing herein contained shall be deemed to require the governing body of the Authority to impose additional sewer rentals upon any property other than in accordance with the provisions in this Article IV, Section 3.

Section 4. Measuring Volume for the Purpose of Additional Sewer Rates and Charges.

A. Methods of Measuring Volume.

1. Except as herein otherwise provided, whenever a Person purchasing all water used from the Water Company discharges Sanitary Sewage or Domestic Waste and/or Non-Domestic Waste into the Sewer System, the volume of water used, as determined from meter readings of the Water Company, may be used in computing the sewer rentals.
2. Except where water readings are not to be used in computing sewer rentals, where a Person has a source of water supply in addition to or other than from the Water Company and discharges Sanitary Sewage or Domestic Waste and/or Non-Domestic Waste into the Sewer System, such Person shall permit the Authority to install a meter on such additional or other source of supply. The total amount of water consumed as shown by these meter readings will be used in computing the sewer rentals.

3. In cases where a Person uses water from the Water Company and/or from an independent supply such that all or any part of water used to determine the sewer rentals may be computed by one of the following methods as determined by the Sewer Manager:

- a. Method No. 1: By placing a meter or measuring device on the Sewer Connection. The readings from this meter or measuring device may be used in computing the sewer rentals.
- b. Method No. 2: By placing a meter or measuring device on the effluent not discharging into the Sewer System. The reading from this meter or measuring device will then be deducted from the total water meter readings and the remainder will be used in computing the sewer rentals.
- c. Method No. 3: When it is not practical to install measuring devices to determine continuously the quantity of water not discharged into the Sewer System, the Sewer Manager will determine, in such manner and by such method as he may prescribe, the percentage of metered water discharged into the Sewer System and the quantity of water used to compute the sewer rentals shall be the percentage so determined of the quantity measured by the water meter or meters. Any dispute as to the estimated amount shall be submitted to the Board of the Authority after notice of the estimate, whose decision on the matter shall be final.

4. With respect to any property connected to the Sewer System, the Authority, at its sole discretion, may determine that, because of suspected infiltration or for any other reason, water meter readings are not an appropriate measure of Sewer System usage. In such event, the Authority, at its own expense, shall cause a meter or metering device to be placed on the Sewer Connection. The readings from this meter or measuring device shall be used in computing the additional sewer rentals.

B. Measuring Devices. All meters or measuring devices required to be used under the provisions of these Rules (except those provided by the Water Company or those provided by the Authority under Section 4(a)(4)) shall be furnished and installed by the Authority at the expense of the property owner. All such meters or measuring devices (except those provided by the Water Company) shall be under the control of the Authority and may be tested, inspected or repaired by Authority employees or agents whenever the Sewer Manager shall deem necessary. The owner of the property upon which measuring device is installed shall be responsible for its maintenance and safekeeping, and all repairs thereto shall be made by the Authority at the property owner's expense, whether such repairs are made necessary by ordinary wear and tear or other causes. Bills for such installation and repairs shall be due and payable at the same time and collected in the same manner as are the bills for sewer services; such bills from and after their due date shall constitute a lien upon the property upon which such measuring device is installed.

C. Meter Readings. The Authority shall be responsible for the reading of all meters or measuring devices (except to the extent the Water Company's readings are used), and they shall be made available to Authority employees or agents for meter reading at any reasonable time.

Section 5. Changes in Classification, Additional Classifications and Modifications. If use or classification of any property should change within any quarterly period the difference in the sewer rental, pro-rated on a monthly basis to the nearest calendar month, will be charged or credited, as the case may be, on the bill for the succeeding quarterly period. The Authority may establish additional classifications and additional sewer rentals from time to time.

Section 6. Time and Methods of Payment.

A. Sewer rentals or charges shall be billed quarterly as of the last business day of the calendar quarter and shall be due and payable on their respective dates. The bills for properties connected during a billing period will be prorated on the basis of the applicable rate.

B. There is imposed upon the Owners of all properties served by the Sewage System, service rental charges for the use of said system, payable in the amounts and as provided in these Rules and Regulations, as amended. Said Owners will be jointly and severally liable for the payment of said service charges and the penalties therein prescribed for delinquent payments thereof.

C. There is imposed a reservation of capacity fee upon the Owners of all properties for which capacity in the Authority's Sewer System or the wastewater treatment facility has been reserved by the making of an application for sewage facilities with the Authority. The Owner shall at the time of making an application for sewage facilities, enter into the Authority's form of Reservation of Capacity Agreement as set forth in Exhibit "F" attached hereto and all fees then due shall be paid at that time. At such time the Authority agrees to serve Owner, capacity is reserved for said Owner and property; however, subject to any restrictions or prohibitions imposed by DEP, Authority, or any other governmental entity or owners of the downstream sewer system or treatment plant approval of the land development plan by the local officials does not obligate the Authority or applicable municipality to provide building permits and/or sanitary sewer connection permits. EDU's in reservation, approved planning modules and/or sewer connection permits are site specific and may not be transferred by Owner to another party or for use at any other property.

D. All bills for service charges, and reservation of capacity fees shall be due when rendered and shall be subject to these Rules and Regulations. Owners and, where adequate arrangements have been made with the Authority, users will be billed periodically for the sewage service charges in accordance with the billing practices of the Authority.

E. Bills and notices relating to the sewage service charges, surcharges and reservation of capacity charges will be mailed or delivered to the Owner's last address, or where proper arrangements have been made with the Authority, to the user's last address, as shown on the billing books of the Authority.

F. All sewer charges and billing shall be as per these Rules and Regulations as amended from time to time. The full charge for sewer services will be due and payable at the time of application for connection in accordance with the Municipalities Authority Act, 53 P.S. §5607(b)(24).

G. The Authority reserves the right to request waste characterization information from non-residential customers and adjust the usage fees accordingly.

Section 7. Personal Hardship User Fee Structure. In the event a customer suffers a loss of occupancy of a property, the owner may request the Authority Board for either one of the following: 1) A reduced User rate (to a minimum of 1 EDU) based on the Authority's Reservation of Capacity Fee, or 2) the owner may also request the Authority Board for a leniency period determined by the Authority Board where the User fees could be waived to allow sufficient time to rebuild and/or get their affairs back in order. The Reservation of Capacity Fee would be a reduced rate and will be billed in place of standard user rates. In the event customer suffers a loss of occupancy of a property, and does not wish to reserve the capacity or request a waiver, the property will not have any capacity reserved for the future. If at some point in the future the current property owner would like to renew service, he will be responsible for requesting for the new service and paying the capacity portion of the tap fee.

Section 8. Segregation of Sewer Revenues.

A. The funds received by the Authority from the collection of sewer rentals and charges and all penalties thereon, as herein provided for, and any fines collected or received by the Authority in connection with the Sewer System shall be segregated, earmarked and deposited in a separate fund, to be designated "Sewer Revenue Account".

B. The funds received by the Authority from payment of connection charges, inspection charges, tapping fees, and penalties shall be deposited in the above-mentioned Sewer Revenue Account.

C. Said funds shall be used only for the purpose specified in any agreement it may enter into for and of, or in connection with, said Sewer System, with any trustee, in accordance with the provisions of the Act of May 2, 1945, P.L. 382, as amended and supplemented.

D. The requirements of this Section 8 (a) through (c) above shall only be required when made as a part of the conditions for funding a loan to the Authority by a lender or as part of an agreement between the Authority and a third party. Otherwise, all revenues received by the Authority need not be segregated in a separate fund.

ARTICLE V. GRINDER PUMPS.

Section 1. Overview.

A. Simplex (single) grinder pump units shall be used at residential property locations, while either simplex or duplex (double) grinder pump units shall be utilized at commercial and industrial properties.

B. Grinder pump units shall be installed in either concrete or fiberglass-reinforced polyester basins for outdoor installations only. Indoor installations will not be permitted.

C. The grinder pump package shall consist of the basin, grinder pump(s) and motor(s), junction box, start-stop level controls, motor high temperature shutoff, motor seal leak alarm, high water alarm, shutoff valve, discharge piping and fittings and all internal wiring terminating into a junction box as shown in the Authority's Procedures and Requirements for Construction of Sewerage

Facilities. A control panel shall be provided for each unit as shown in the Authority's Procedures and Requirements for Construction of Sewerage Facilities.

D. The location of the grinder pump package and control panel shall be determined by the Owner or developer in accordance with the guidelines outlined in the Authority's Procedures and Requirements for Construction of Sewerage Facilities.

Section 2. Duties and Obligations.

A. Obligations of Property Owners.

1. The Owner shall be solely responsible for the repair, maintenance and operation of the grinder pump and all appurtenances thereto.
2. The Owner shall furnish the Authority the following:
 - a. The name and address of a qualified party to replace, repair and /or reinstall the pumping unit and appurtenances in a timely manner. The party so named shall have full repair capability to perform all work on short notice; and
 - b. The Grinder Pump Release, attached hereto as Exhibit "G", which indicates that the Owner absolves the Authority from all responsibility relative to the maintenance and use of the grinder pump and its appurtenances.

B. Obligations of Developers.

1. Developers who install three (3) or more grinder pump unit shall furnish to the Authority, free of charge, two (2) standby grinder pump units for every fifty (50) units or fraction thereof. Said units are to be the same type as originally installed and shall have one redundant check valve, one isolating valve and lifting chain. All are to be in accordance with the specifications set forth in the Authority's Procedures and Requirements for Construction of Sewerage Facilities.

C. Obligations of the Authority.

1. The units so furnished will be stored by the Authority and may be loaned to customers while their unit is being fixed or replaced. In such event the person or persons availing themselves of this use shall promptly return the unit borrowed or replace it with a unit of like kind and in good working order.
2. In no event is the Authority to be responsible for servicing, repair maintenance of operation of any grinder pump or its appurtenances and the Authority has the right to terminate service to any property in which the pumping system is not maintained in good working order.

ARTICLE VI. GREASE TRAPS, INTERCEPTORS, AND OIL SEPARATORS.

Section 1. General.

A. Commercial and Industrial Establishments. For purposes of this section, Commercial and Industrial Establishments shall mean and refer to all restaurants, food preparation facilities, food manufacturing facilities, food processing facilities, gas stations, automobile dealerships, repair garages, car-washing facilities, commercial laundries, and slaughterhouses.

B. New Establishments. For all new Commercial and Industrial Establishments, Grease Traps, Grease Interceptors, or Oil Separators shall be provided in each building Sewer, unless otherwise authorized by the Authority. The Grease Trap, Grease Interceptor, or Oil Separator shall be appropriately sized for the establishment it is serving. The installation, service and maintenance of the Grease Trap, Grease Interceptor or Oil Separator shall be made at the expense of the Owner.

C. Existing Establishments. All existing Commercial and Industrial Establishments shall be evaluated by the Authority for compliance with this Article VI. If the Authority determines that an existing Commercial or Industrial Establishment needs a Grease Trap, Grease Interceptor or Oil Separator, or if the size of an existing Grease Trap, Grease Interceptor, or Oil Separator is determined to be inadequate, or if the Grease Trap, Grease Interceptor or Oil Separator is difficult to pump and maintain due to its location, a new Grease Trap, Grease Interceptor or Oil Separator shall be installed at the expense of the Owner within a specified timeframe established by the Authority.

Section 2. Requirements.

A. Grease Traps, Grease Interceptors and Oil Separators shall be provided to prevent the discharge of oil, grease, sand and other substances harmful or hazardous to the building drainage system, the public sewer, or the sewage treatment plant or processes.

B. The size, type and location of each Grease Trap, Grease Interceptor or Oil Separator shall be designed and installed in accordance with the manufacturer's instructions and the requirements of this Article VI based on the anticipated conditions of use. Wastes that do not require treatment or separation shall not be discharged into any interceptor or separator.

C. A Grease Trap or Grease Interceptor shall be required to receive the drainage from fixtures and equipment with grease-laden waste located in food preparation areas. Fixtures and equipment shall include pot sinks, pre-rinse sinks, soup kettles or similar devices, wok stations, floor drains or sinks into which kettles are drained, automatic hood wash units, and dishwashers with pre-rinse sinks.

D. All Grease Traps, Grease Interceptors, and Oil Separators shall be maintained in good working condition at all times through routine cleaning and inspection.

E. Where food waste grinders connect to Grease Traps or Grease Interceptors, a solids interceptor shall separate the discharge before connecting to the Grease Trap or Grease Interceptor.

Solids interceptors and Grease Interceptors shall be sized and rated for the discharge of the food waste grinder.

F. Grease Traps and Grease Interceptors shall conform to PDI, GIOI, ASME, A112.14.3 or ASME A112.14.4 and shall be installed in accordance with the manufacturer's instructions.

G. Grease Interceptors shall have the minimum retention capacity (lbs) for flow through rates (gpm) as required by the edition of the International Plumbing Code, which has been adopted by the host municipality as part of its building code.

H. Grease Interceptors shall be equipped with devices to control the rate of water flow so that water does not exceed the rated flow. The flow-control device shall be vented and terminate not less than six (6) inches above the flood rim level or be installed in accordance with the manufacturer's instructions.

I. Oil Separators shall have a depth of not less than two (2) feet below the invert of the discharge drain. The outlet opening of the Oil Separator shall have not less than an eighteen (18) inch water seal.

J. Sand and similar interceptors for heavy solids shall be designed and located so as to be provided with ready access for cleaning, and shall have a water seal of not less than six (6) inches.

K. At gas stations, repair garages, car-washing facilities with engine or undercarriage cleaning capability and at factories where oily and flammable liquid wastes are produced, Oil Separators shall be installed into which all oil-bearing, grease-bearing or flammable wastes shall be discharged before emptying in the building drainage system or other point disposal.

L. Where automobiles are serviced, greased, repaired or washed or where gasoline is dispensed, Oil Separators shall have a minimum capacity of six (6) cubic feet for the first 100 square feet of area to be drained, plus one cubic foot for each additional 100 square feet of area to be drained into the separator. Parking garages in which servicing, repairing or washing is not conducted, and in which gasoline is not dispensed, shall not require a separator. Areas of commercial garages utilized only for storage of automobiles are not required to be drained through an Oil Separator.

M. Commercial laundries shall be equipped with an interceptor with a wire basket or similar device, removable for cleaning, that prevents passage into the drainage system of solids 0.5 inch or larger in size, string, rags, buttons or other materials detrimental to the public sewage system.

N. Bottling plants shall discharge process wastes into an interceptor that will provide for the separation of broken glass or other solids before discharging waste into the drainage system.

O. Slaughtering room and dressing room drains shall be equipped with approved separators. The separator shall prevent the discharge into the drainage system of feathers, entrails and other materials that cause clogging.

P. Interceptors and separators shall be designed so as not to become air-bound where tight covers are utilized. Each interceptor or separator shall be vented where subject to a loss of trap seal.

Q. Access shall be provided to each interceptor and separator for service and maintenance. Interceptors and separators shall be maintained by periodic removal of accumulated grease, scum, oil or other floating substances and solids deposited in the interceptor or separator.

Section 3. Duty to Inspect and Clean. It shall be the duty and responsibility of the Owner of any Commercial or Industrial Establishment to inspect and clean the Grease Trap, Grease Interceptor, or Oil Separator on an annual basis and submit a written report, on a form approved by the Authority, which is attached hereto as Exhibit "H", and which documents the following:

- A. Name, address, phone number and email address for the inspection/disposal company;
- B. Method and frequency of cleaning schedule; and
- C. Date and proof of cleaning/inspection.

The Authority reserves the right to order more frequent cleanings and inspections if the Authority determines that the facility is discharging an excessive amount of grease into the Sewer System. If the Owner of any Commercial or Industrial Establishment fails to conduct an annual inspection and submit a written report, then the Authority may perform the inspection and bill the Owner for the work performed or seek fines as set forth in these Rules and Regulations. All annual inspection forms must be completed within thirty (30) days of receipt.

ARTICLE VII. WATER SHUT OFF PROCEDURES.

Section 1. Delinquent Accounts. If the Owner or occupant of a premises connected to the Sewer System fails to pay their sewer rentals or charges within thirty (30) days from the due date, the Authority may deliver a letter to the delinquent Owner or occupant, which shall notify the same that all charges due to the Authority must be paid in full within twenty-one (21) days. Such a letter shall advise the delinquent Owner or occupant that if all charges are not paid within the twenty-one (21) days, then the Authority will direct the water supply provider to terminate water service to the premises.

Section 2. Water Shut-Off. In the event that the delinquent Owner or occupant fails to remit payment during the twenty-one (21) day grace period, then the Authority shall direct the Water Company to shut off the water supply to the premises until all overdue rentals, rates, charges and associated penalties and interest are paid.

Section 3. Notice. The Water Company shall provide written notice of the intention to terminate the water supply to a premises at least ten (10) days prior to such termination and in accordance with the provision of the Water Services Act, 53 P.S. § 3102.101 et seq.

Prior to discontinuing service in a residential building, the Water Company shall comply with the notice provisions of the Utility Service Tenants Rights Act, 68 P.S. § 399.1 et seq.

ARTICLE VIII. ENFORCEMENT.

Section 1. Enforcement. Any violation of these Rules and Regulations is hereby declared to be a summary offense in accordance with Section 5607(d)(17) of the Municipalities Authorities Act, as amended, and shall be punishable by a fine of up to \$100.00 but no more than \$1,000.00 for each offense. Each and every day that a violation of these Rules and Regulations exists shall constitute a separate and distinct offense.

Section 2. Penalties for Delinquent Sewer Rentals. Quarterly charges for sewer service shall be subject to a ten percent (10%) penalty if not paid within thirty (30) days after they are due. If not paid within sixty (60) days after becoming due, the Authority shall have the right to discontinue sewer service from such premises in accordance with the Water Shut-Off Procedures of Article VII and not to restore the same until all bills against the same and the cost of cutting off and restoring service shall been paid.

All persons connected to the Sewer System must give the Authority their correct address. Failure to receive bills will not be considered an excuse for non-payment nor permit an extension of the period during which bills are payable at face.

All sewer rentals, together with all penalties thereon, not paid on or before ninety (90) days from the date of each bill shall be deemed to be delinquent. All delinquent sewer rentals and all penalties thereon shall be a lien against such property in the office of the Prothonotary of Chester County and shall be collected in the manner provided by law for the filing and collection of such liens.

ARTICLE IX. MISCELLANEOUS PROVISIONS.

Section 1. Standard of Quality. All construction, reconstruction, and alterations of sewer connections and appurtenances shall be performed in a competent, workmanlike manner in accordance with recognized standards of the plumbing trade and the Authority's Procedures and Requirements for Construction of Sewerage Facilities. The Authority, in its sole discretion, may stop, or require reconstruction of, any work not conforming to these Rules and Regulations or the Authority's Procedures and Requirements for Construction of Sewerage Facilities.

Section 2. Amendments. The Authority reserves the right to, and may, from time to time, adopt, revise, amend and readopt such Rules and Regulations as it deems necessary and proper for the use and operation of the Sewer System.

Section 3. Construction and Severability. If any of the provisions, sections, sentences, clauses or parts of this Resolution or the application of any provision hereof shall be held invalid, such invalidity shall not affect or impair any of the remainder of these Rules and Regulations, it being the intention of the Authority that such remainder shall be and remain in full force and effect.

Section 4. Repealer. All Resolutions and previous Rules and Regulations inconsistent herewith are hereby repealed to the extent of any such inconsistency.

Section 5. Effective Date. These Rules and Regulations hereunder shall become effective on the earliest date permitted by law, and shall be applicable to all properties as soon as they respectively become connected with and have the right to use the Sewer System.

Exhibit "A"
Application for Sewer Service Extension

Northwestern Chester County Municipal Authority
Honey Brook, Pennsylvania

APPLICATION FOR SEWER SERVICE EXTENSION

To: Northwestern Chester County Municipal Authority
5277 Horseshoe Pike
P.O. Box 308
Honey Brook PA 19344

The undersigned hereby makes application for permission to construct a sewer service lateral and/or extension, and to connect the herein designated properties with the sanitary sewer system of the Northwestern Chester County Municipal Authority.

Name of Owner: _____

Mailing Address of Owner: _____

Contact Name: _____

Phone Number: _____

Contact Mailing Address: _____

Name of Project: _____

(Street or other reference): _____

Assigned Equivalent Dwelling Units: _____

TO BE FILLED IN BY OWNER OF PROPERTY TO BE SEWERED:

Number and Types of Uses: _____

Dwelling Unit(s): _____

Commercial Establishment(s): _____

Institutional Establishment(s): _____

Industrial Establishment(s): _____

ITEMS REQUIRED AS PART OF THIS APPLICATION

The following items are required and are deemed a part of this application.

1. Submit all plans in accordance with the Authorities PROCEDURES AND STANDARDS FOR SUBMISSION TO NORTHWESTERN CHESTER COUNTY MUNICIPAL AUTHORITY FOR SEWER EXTENSIONS - EXHIBIT A.
2. Submit two (2) copies of the plans to the Authority for review.
3. Applicable Review Fee made payable to the Authority.
4. Expected starting date for construction of project.
5. Expected completion date for construction of project.
6. Completion date of major stages of project, if any.

[SIGNATURE PAGE TO FOLLOW]

By applying for this permit, the undersigned agrees:

To accept and abide by all Ordinances of Northwestern Chester County Municipal Authority and any amendments thereto, and all Resolutions, and Rules and Regulations of the Authority and the Township or Borough, concerning the construction, connection and use of the sanitary sewer system.

To maintain the sewer lateral(s) and appurtenances between the building and the right-of-way at no expense to the Authority and Township or Borough.

To notify the Authority in accordance with the Rules and Regulations when the sanitary sewer lateral and/or extension is read for inspection and connection to the public sewer.

Submitted by Owner

Received by NCCMA.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date of Application

Date Received

Exhibit "B"
Non-Domestic Discharge Data Questionnaire

NORTHWESTERN CHESTER COUNTY MUNICIPAL AUTHORITY
NON-DOMESTIC DISCHARGE DATA QUESTIONNAIRE

This questionnaire is designed to collect necessary information from all types of non-domestic dischargers discharging to the Northwestern Chester County Municipal Authority ("NCCMA"). For additional information concerning this form, please contact the Manager of the NCCMA at (610) 273-2264.

NOTE TO THE SIGNING OFFICIAL: In accordance with Title 40 of the Code of Federal Regulations Part 403 Section 403.14, information and data provided in this questionnaire which identifies the nature and frequency of discharge shall be available to the public without restriction. Requests for confidential treatment of information shall be governed by procedures specified in Title 40 of the Code of Federal Regulations Part 2.

Company Name: _____

Mailing Address: _____

Address of Premises: _____

Telephone Number: _____

Name of Responsible Official: _____

Title of Responsible Official: _____

Name of Person in Charge of
Waste Control: _____

Title of Person in Charge of
Waste Control: _____

Description of Product(s) or Service(s) with S.I.C. codes for each: _____

Principal raw materials used: _____

Solutions, chemicals, treatment or cleaning materials, which could be spilled or reach Sanitary Sewer System: _____

Number of Employees: _____ Weekly Hours of Operation: _____

Is operation seasonal or cyclical? _____ YES _____ NO

If YES, please explain: _____

Raw Water Sources:	Gallons Per Day (Average)
Honey Brook Water Authority	_____
Wells	_____
Other _____	_____

Plant Water Consumption:	List Discharges To (*) See Below:
_____ % Cooling Water	_____
_____ % Boiler Feed	_____
_____ % Process Water	_____
_____ % Sanitary Sewer	_____
_____ % Contained in Product	_____
_____ % Other	_____

(*) Sanitary Sewer System; Storm Water; Evaporation; Landfill Sanitary Residual; Contract Hauling Disposal; or Other.

Estimated discharge to Sanitary Sewer System: _____ Average Gallons Per Day.

One hour peak discharge to Sanitary Sewer System: _____ Average Gallons Per Hour.

Number of discharge points to the Sanitary Sewer System: _____.

ATTACH A SKETCH SHOWING DISCHARGE POINTS TO SANITARY SEWER SYSTEM.

Are waste liquids or sludges (other than restroom waste) generated at this Facility?

_____ YES _____ NO

If YES, list waste description, quantity generated, disposal methods, frequency of disposal:

Is there a Pollution Incident Prevention Plan or Spill Prevention Control and Countermeasures Plan in effect for this Plant? _____ YES _____ NO

Has correspondence begun with the Environmental Protection Agency ("EPA") on pretreatment compliance? _____ YES _____ NO

If YES, please explain to what extent: _____

Are any of the EPA Priority Pollutants in "Table A" (attached) being used at this facility or as a by-product which may be discharged? _____ YES _____ NO

If YES, please indicate by check mark on "Table A".

If any of the pollutants are known to be present, please complete page 7.

Please complete "Table B" if high strength wastes restricted by Article III, Section 2 of the NCCMA Rules and Regulations are discharged or proposed to be discharged.

For future consideration regarding discharge flows and strength, please complete "Table C".

Does any waste material at this facility require a Pennsylvania Department of Environmental Protection ("DEP") or EPA permit as a hazardous waste under the Federal Solid Waste Disposal Act of 1976 (Resource Conservation and Recovery Act) as amended?

_____ YES _____ NO

If YES, please list: _____

I have personally examined and am familiar with the information submitted in this document and attachments. Based upon my inquiry of those individuals immediately responsible for obtaining the information reported therein, I believe that the submitted information is true, accurate and complete.

Date: _____

Signature

Printed Name

Title

TABLE A

Please indicate by placing an "X" by each listed chemical which is suspected to be present (S) or known to be present (K) in your manufacturing or service activity or generated as a by-product. Some compounds are known by other names.

CHEMICAL COMPOUND

CHEMICAL COMPOUND

METALS AND ORGANICS

GC/MS FRACTION-BASE NEUTRAL COMPOUNDS

- | | <u>S</u> | <u>K</u> |
|---------------------------|----------|----------|
| 1. Barium | | |
| 2. Boron | | |
| 3. Cobalt | | |
| 4. Fluoride | | |
| 5. Magnesium | | |
| 6. Molybdenum | | |
| 7. Tin | | |
| 8. Titanium | | |
| 9. Antimony | | |
| 10. Arsenic | | |
| 11. Beryllium | | |
| 12. Cadmium | | |
| 13. Cyanide (Total) | | |
| 14. Copper | | |
| 15. Lead | | |
| 16. Mercury | | |
| 17. Nickel | | |
| 18. Phenol (Total) | | |
| 19. Selenium | | |
| 20. Thallium | | |
| 21. Zinc | | |

PCB'S

- | | | |
|--------------------|--|--|
| 22. PCB-1242 | | |
| 23. PCB-1254 | | |
| 24. PCB-1232 | | |
| 25. PCB-1248 | | |
| 26. PCB-1221 | | |
| 27. PCB-1260 | | |
| 28. PCB-1016 | | |

- | | <u>S</u> | <u>K</u> |
|---------------------------------------|----------|----------|
| 29. Acenaphthene | | |
| 30. Acenaphthylene | | |
| 31. Anthracene | | |
| 32. Benzidine | | |
| 33. Benzo (a) Anthracene | | |
| 34. Benzo (n) Pyrene | | |
| 35. 3,4-Benzofluoranthene | | |
| 36. Benzo (ghi) Perylene | | |
| 37. Benzo (ghi) Perylene | | |
| 38. Bis (20Chloroethoxy) Methane .. | | |
| 39. Bis (2-Chloroethyl) Ether | | |
| 40. Bis (2-Chloroisopropyl) Ether ... | | |
| 41. Bis (2-Ethylhexyl) Phthalate | | |
| 42. 4-Bromophenyl Phenyl Ether | | |
| 43. Butyl Benzyl Phthalate | | |
| 44. 2-Chloronaphthalene | | |
| 45. 4-Chlorophenyl Phenyl Ether | | |
| 46. Chrysene | | |
| 47. Dibenzo (a,h) Anthracene | | |
| 48. 1,2-Dichlorobenzene | | |
| 49. 1,3-Dichlorobenzene | | |
| 50. 1,4-Dichlorobenzidine | | |
| 51. 3,3'-Dichlorobenzidine .. | | |
| 52. Diethyl Phthalate | | |
| 53. Dimethyl Phthalate | | |
| 54. Di-N-Butyl Phthalate | | |
| 55. 2,4-Dinitrotoluene | | |
| 56. 2,6-Dinitrotoluene | | |
| 57. Di-N-Octyl Phthalate | | |
| 58. 1,2-Diphenylhydrazine | | |
| (as Azobenzene) | | |

- CONT. TABLE A -

<u>CHEMICAL CONPOUND</u>	<u>S</u> <u>K</u>	<u>CHEMICAL COMPOUND</u>	<u>S</u> <u>K</u>
<u>VOLATILE ORGANICS</u>			
59. Fluoroanthene		102. Acrolein	
60. Fluorene		103. Acrylonitrile	
61. Hexachlorobenzene		104. Benzene	
62. Hexachlorobutadiene		105. Bromoform	
63. Hexachlorocyclopentadiene		106. Carbon Tetrachloride	
64. Hexachloroethane		107. Chlorobenzene	
65. Indeno (1,2,3-cd) Pyrene		108. Chlorodibromomethane	
66. Isophorone		109. Chloroethane	
67. Naphthalene		110. 2-Chloroethylvinyl Ether	
68. Nitrobenzene		111. Chloroform	
69. N-Nitrosodimethylamine		112. Dichloroform	
70. N-Nitrosodiphenylamine		113. 1,1-Dichloroethane	
71. Phenanthrene		114. 1,2-Dichloroethane	
72. Pyrene		115. 1,1-Dichloroethylene	
73. 1,2,4-Trichlorobenzene		116. 1,2-Dichloropropne	
		117. 1,2-Dichloropropylene	
<u>GC/MS FRACTION-ACID COMPOUNDS</u>			
74. 2-Chlorophenol		118. Ethylbenzene	
75. 2,4-Dichlorophenol		119. Methyl Bromid	
76. 2,4-Dimethylphenol		120. MethylChloride	
77. 4,6-Dinitro-O-Cresol		121. Methylene Chloride	
78. 2,4-Dinitrophenol		122. 1,1,2,2-Tetrachloroethane	
79. 2-Nitrophenol		123. Tetrachloroethylene	
80. P-Chloro-M-Cresol		124. Toluene	
81. Pentachlorophenol		125. 1,2-trans-Dichloroethylene	
82. Phenol		126. 1,1,1-Trichloroethane	
83. 2,4,6-Trichlorophenol		127. 1,1,2-Trichloroethane	
		128. Trichloroethylene	
		129. Vinyl Chloride	
<u>GC/MS FRACTION-PESTICIDES</u>			
84. Aldrin		<u>RADIOACTIVITY</u>	
85. BHC		130. Alpha, Total	
86. BHC		131. Beta, Total	
87. BHC		132. Radium, Total	
88. BHC		133. Radium 226, Total	
89. Chlordane			
90. 4,4'-DDT			
91. 4,4' DDE			
92. 4,4' DDD			
93. Dieldrin			
94. Endosulfan			
95. Endosulfan			
96. Endosulfan Sulfate			
97. Endrin			
98. Endrin Aldehyde			
99. Heptachlor			
100. Heptachlor Epoxide			
101. Toxaphene			

For chemical compounds above which are indicated known to be present, please list and provide the following data for each.

ITEM NO.	CHEMICAL COMPOUND	ANNUAL USAGE LBS.	ESTIMATED LOSS TO SEWER LBS. PER YEAR

NORTHWESTERN CHESTER COUNTY MUNICIPAL AUTHORITY

NON-DOMESTIC WASTE DISCHARGE QUESTIONNAIRE

TABLE B

Process Discharge Characteristics

Furnish the information in Group A if discharging or proposing to discharge high strength wastewater with BOD5 or Total Suspended Solids in excess of 250 mg/l or 300 mg/l respectively; add Group B and any other parameters of know, or suspected to be present in the wastewater discharge in excess of Authority limitations; indicate frequency and type of sample.

GROUP A

BOD5, mg/l
COD, mg/l
Total solids, mg/l
Total Suspended Solids, mg/l
Total Volatile Solids, mg/l
pH, std. units
Oil and Grease (total), mg/l
O & G – hydrocarbon fraction, mg/l
Alkalinity (as CaCO3), mg/l
Ammonia (as nitrogen), mg/l
Ortho-Phosphate (as phosphorous), mg/l

GROUP B

Aluminum (total), mg/l
Color, Std. Units
Chromium (total), mg/l
Chromium (total), mg/l
Iron (total), mg/l
Manganese (total), mg/l
Sulfate (as So4), mg/l
Sulfite (as SO3), mg/l
Sulfide (as S), mg/l
Surfactants (MBAS), mg/l
Other parameters

NORTHWESTERN CHESTER COUNTY MUNICIPAL AUTHORITY

NON-DOMESTIC WASTE DISCHARGE

TABLE C

Please furnish this information as a supplement to the Non-domestic Waste Discharge Questionnaire:

<u>NON-DOMESTIC (PROCESS) DISCHARGE</u>	<u>PRESENT UNIT</u>	<u>LONG-TERM NEED</u>
<u>Hydraulic Loading</u>		
* Maximum daily flow (gallons)	_____	_____
* Maximum hourly flow (gallons)	_____	_____
* Average Weekly flow (gal. per production day)	_____	_____
* Average monthly flow (gal. per production day)	_____	_____
<u>Discharge Strength</u>		
<u>BOD5</u>		
* Maximum hourly (lb. per hour)	_____	_____
* Maximum daily (lbs. per production day)	_____	_____
* Average weekly (lb. per production day)	_____	_____
* Average monthly (lb. per production day)	_____	_____
<u>Total Suspended Solids</u>		
* Maximum hourly (lb. per hour)	_____	_____
* Maximum daily (lb. per production day)	_____	_____
* Average weekly (lb. per production day)	_____	_____
* Average monthly (lb. per production day)	_____	_____

Exhibit "C"
Non-Domestic Waste Discharge Permit Application

**NORTHWESTERN CHESTER COUNTY MUNICIPAL AUTHORITY
NON-DOMESTIC WASTE DISCHARGE PERMIT APPLICATION**

Name of Company: _____

Mailing Address of Location to be Permitted: _____

Mailing Address (if different from above): _____

Does hereby make application for non-domestic waste discharge to the collection system of the Northwestern Chester County Municipal Authority ("NCCMA") in accordance with the Rules and Regulations of the NCCMA.

Please attach as Exhibits:

1. A completed NCCMA Non-Domestic Discharge Data Questionnaire.
2. A map or sketch of the location and point of connection of the proposed outfall(s) relative to the sewers of the Authority.
3. Plans or specifications for any proposed pretreatment process for the purpose of treating process wastewater is such a way as to be in compliance with the requirements of the NCCMA or National or State Pretreatment Regulations.

In consideration of the granting of this permit, the undersigned agrees:

1. To furnish any additional information relating to the installation or use of the sewer for which this permit is sought as may be requested by the Authority.
2. To accept and abide by subsequent permit conditions and the Rules and Regulations of the NCCMA as may be amended from time to time and any applicable National or State Pretreatment Standards.
3. To cooperate in all times with the Authority and its representatives in allowing inspections on and sampling at the facility to determine compliance with the permit conditions and the Rules and Regulations of the NCCMA.
4. To notify the NCCMA immediately in the event of any accident, spill or other discharge occurrence to the wastewater treatment system of any wastewater or prohibited substances not covered by this permit.

Date: _____

Signature

Printed Name

Title

Application Received: _____
Date

Received by

Application Approved: _____
Date

Approved by

Exhibit "D"
Residential Sanitary Sewer Rate Schedule

SANITARY SEWER RATE SCHEDULE Residential

JANUARY 1, 2013

**Northwestern Chester County
Municipal Authority**

P. O. Box 308
Honey Brook Pa. 19344-0308
Phone 610 273 2265
E-mail nccma@verizon.net

**Northwestern Chester County
Municipal Authority**

Minimum Sewer Charge is ONE EDU (Equivalent Dwelling Unit).

Sewer Capacity is maintained regardless of temporary vacancies.

The tapping fee is comprised of the following components: Capacity \$2,295 and Collection \$1,105. Special Purpose, as applicable to new connections. Reimbursement, as applicable to new connections.

Connection fees shall be based upon actual cost of facilities installed between the property line and sewer main and restorations. A \$2,500 deposit is due at time of application submission. Actual costs will be calculated after the hookup is complete and a charge/refund will be provided to the property owner.

ADDITIONAL CHARGES

1. Sewer Certification \$25.00
2. Non-Sufficient Funds \$35.00
3. Check returned by bank \$35.00
4. Stop payment \$35.00
5. Liens Entered at Court House \$66 (plus Attorney fees)
6. Rules & Regulations Concerning
7. Connection to and Use of the System \$15.00
8. Reservation of capacity is \$235.20 per year per EDU
9. Renewable annually required/non-transferable
10. Municipal claim administrative fee: \$50.00
11. Termination of water service administrative fee: \$50.00

TAPPING FEE CLARIFICATION

1. Tapping fee for single family home is \$3,400.
2. A single family home converted to multiple residences/apartments or businesses requires an additional Tapping fee for each additional EDU as determined by the Authority.
3. Existing, but never connected lateral, the Tapping Fee is \$3,400 for each EDU, plus cost for the use of the lateral.
4. There is no refund for tapping fees, unless otherwise agreed to in writing by the Board, even if the use of the sewer terminates.
5. Tapping fees are not transferable to other properties and remains at the assigned original location, unless agreed to by the Authority.

Quarterly Charge	\$98.00 per EDU (Jan. 1, 2015)
Tapping Fee	\$3,400 for each EDU(effective 2/2009)
Connection Fee For Lateral	Fee based on actual cost of installation and restoration. \$2,500 deposit required.
New Single Family With Lateral	\$3,400 Tapping fee \$2,500 Connection deposit \$98 Sewer Rent/Quarter
Adding Apartment Or EDU to Existing	\$3,400 Tapping fee \$98 Sewer Rent/Quarter
Connection with More than 1 EDU No New Lines Laid	\$3,400Tapping fee each \$98 per EDU Sewer Rent
PennDot Permit Application	\$150 Fee
Existing unused Lateral	\$2,500 Fee (Undeveloped lots)

GENERAL NOTES

Inspections are completed by a certified Inspector within the municipality the work is being done.

Permits from Borough, Township or State are extra cost as required.

Highway Permits are required for street openings.

Plan Review requires a \$1500 deposit for minor projects in which not more than 5 residential lots are created or \$3000 for all other projects, if a line extension is necessary to connect to Sewer, and shall be replenished at the discretion of the Authority (10/17/12).

An "Abandonment Certificate" is required if a multiple residence is to be converted or reduced to a single or lesser use unit.

Quarter Sewer Charge is based on Service Available NOT Services Rendered.

Exhibit "E"
Commercial Sanitary Sewer Rate Schedule

SANITARY SEWER RATE SCHEDULE Commercial

**Northwestern Chester County
Municipal Authority**

P. O. Box 308
Honey Brook Pa. 19344-0308
Phone 610 273 2265
E-mail nccma@verizon.net

**JANUARY 1, 2013
Last revised, February 17, 2016**

**Northwestern Chester County
Municipal Authority**

Quarterly Charge	\$98.00 per EDU (Jan. 1, 2015)	Sewer Capacity is maintained regardless of temporary vacancies.
Meter Rate	One EDU equals 18,000 Gal. In multiples and fractions of \$98.00 per EDU per Quarter	Businesses with special needs are required to have a permit from the Authority before discharging waste into the public sewers, and are subject to all applicable surcharges.
Tapping Fee	\$3,400 for each EDU (effective 2/2009)	The tapping fee is comprised of the following components: Capacity \$2,295 and Collection \$1,105. Special Purpose, as applicable to new connections. Reimbursement, as applicable to new connections.
Connection Fee For Lateral	Fee based on actual cost of installation and restoration. \$2,500 deposit required.	Connection fees shall be based upon actual cost of facilities installed between the property line and sewer main and restorations. A \$2,500 deposit is due at time of application submission. Actual costs will be calculated after the hookup is complete and a charge/refund will be provided to the property owner.
Expanding Business Adding a EDU to Existing Connection	\$3,400 Tapping fee \$98.00 Sewer Rent/Quarter	
Connection with More than 1 EDU	\$3,400 Tapping fee each \$98 per EDU Sewer Rent	
PennDot Permit Application	\$150 Fee	
Existing unused Lateral	\$2,500 Fee (Undeveloped lots)	
Inspections are completed by a certified inspector within the municipality the work is being done. .	<u>GENERAL NOTES</u>	<u>ADDITIONAL CHARGES</u>
Permits from Borough, Township or State are extra cost as required. Highway Permits are required for street openings.		<ol style="list-style-type: none"> 1. Sewer Certification \$25.00 2. Rules and Regulations for Use \$15.00 3. Non-Sufficient Funds \$35.00 4. Check returned by bank \$35.00 5. Stop payment \$35.00 6. Liens Entered at Court House \$66.00 (plus Attorney fees) 7. Rules & Regulations Concerning Connection to and Use of the System \$15.00 8. Reservation of capacity is \$223.20 per year per EDU Renewable annually required/non-transferable 9. Municipal claim administrative fee: \$50.00 10. Termination of water service administrative fee: \$50.00
Plan Review requires a \$1500 deposit for minor projects in which not more than 5 residential lots are created or \$3000 for all other projects, if a line extension is necessary to connect to Sewer, and shall be replenished at the discretion of the Authority (10/17/12).		<u>Non-Domestic Waste Discharge Application and Permit</u>
An "Abandonment Certificate" is required if a multiple residence is to be converted or reduced to a single or lesser use unit.		All new Users shall submit a payment of \$1,500 with a Non-Domestic Waste Discharge Application, which shall be held in escrow and utilized to pay professional review fees incurred by the Authority in connection with processing the Non-Domestic Waste Discharge Application.
Quarter Sewer Charge is based on Service Available NOT Services Rendered. Minimum Sewer Charge is ONE EDU (Equivalent Dwelling Unit).		All existing Users shall submit a renewal fee of \$75.00 with a Non-Domestic Waste Discharge Application, which shall be utilized to pay administrative fees incurred by the Authority in connection with processing the Non-Domestic Waste Discharge Application.

TAPPING FEE CLARIFICATION

1. Tapping fee for single family home is \$3,400.
2. A single family home converted to multiple residences/apartments or businesses requires an additional Tapping fee for each additional EDU as determined by the Authority
3. Existing, but never connected lateral, the Tapping Fee is \$3,400 for each EDU, plus cost for the use of the lateral.
4. There is no refund for tapping fees, unless otherwise agreed to in writing by the Board, even if the use of the sewer terminates.
5. Tapping fees are not transferable to other properties and remains at the assigned original location, unless agreed to by the Authority.

Exhibit "F"
Reservation of Capacity Agreement

Prepare by/Return to:

Kristin S. Camp, Esquire
BUCKLEY, BRION, McGUIRE & MORRIS LLP
118 W. Market Street, Suite 300
West Chester, PA 19382

**AGREEMENT FOR RESERVATION OF SEWER CAPACITY FROM
NORTHWESTERN CHESTER COUNTY MUNICIPAL AUTHORITY**

THIS AGREEMENT made this _____ day of _____, 20____ by and between the NORTHWESTERN CHESTER COUNTY MUNICIPAL AUTHORITY (The "Authority") and _____, the developer of the Development defined below (herein referred to as the "Applicant") and _____, the owner(s) of the Development if different than the Applicant (herein referred to as the "Owner") (The Applicant and the Owner are individually and jointly referred to as the "Developer") as follows:

I. BACKGROUND

A. The Authority provides wastewater facilities in the Township of Honey Brook and in the Borough of Honey Brook, Chester County, Pennsylvania, (jointly the "Municipalities").

B. In recent years there has been increasing development pressure in the Municipalities served by the Authority.

C. The Authority and the Developer recognize that the Authority must regulate the reserve capacity at its wastewater facilities to maintain a satisfactory reserve to fairly provide for growth in the Municipalities.

D. The Developer desires that the Authority shall reserve capacity in the wastewater facilities for its development located at _____

_____, bearing Chester
County Tax Parcel Number _____ and recorded in the Office
for the Recording of Deeds in and for Chester County, Pennsylvania in Deed Book _____,
Page _____ and known as _____ (the
"Development").

II. AGREEMENT

Therefore, in consideration of the mutual promises contained herein and intending
to be legally bound hereby the Authority and the Developer hereby agree that:

1. The recitals contained in item I, above, entitled "Background," are
incorporated herein as fully as though set forth at length.

2. The Developer has submitted to the Authority an Application to
Request Reservation of Sewer Capacity dated _____, 20__ (the "Application"), and
represents to the Authority that the Developer has paid all fees required to be submitted
with such Application. The Application is hereby incorporated into and made a part of this
Agreement as though set forth herein at length. Developer understands and agrees that
capacity in the sewer system shall not be reserved until such time as a preliminary land
development plan or preliminary subdivision plan approved by the appropriate municipality
is delivered to the Authority.

3. The Authority hereby reserves capacity in its wastewater facilities for
Developer as follows (the "Reserve"):

_____ EDUS

4. (A) The Reserve for Developer shall remain in effect until: (i) connection of all units of the Developer's project is made to the Authority's wastewater facilities, or (ii) this Agreement is terminated by the Authority pursuant to paragraph 7, below, whichever shall first occur. The Developer shall pay all fees due as follows: A sum of money shall accompany all applications which shall be equal to \$_____ per EDU of requested capacity but not to exceed 60% of the average sanitary sewer bill for one year for the units to be served. Annually during the term of this Agreement for Reservation of Sewer Capacity, a sum of money equal to 60% of the then average sanitary sewer bill for the units to be served and not yet connected to the Authority's wastewater facilities for a one year period shall be paid to the Authority within thirty (30) days of the annual anniversary date of this Agreement.

5. The Authority shall not create the Reserve until all fees then due, including but not necessarily limited to reservation of capacity fees, have been paid as set forth in the instructions to the Application.

6. The fees paid by the Developer in connection with the Application and this Agreement shall be retained by the Authority for use at its sole discretion and are not refundable.

7. (A) It shall be a default under this Agreement if any of the following occur: (i) the failure of the Developer to pay any sewer charges required to maintain the Reserve when due, or (ii) the failure of the Developer to comply with the Rules and Regulations of the Authority, or (iii) the development to which the Reserve is applicable shall no longer be viable in the opinion of the Authority.

(B) In the event of a default at the option of the Authority: (a) this

Agreement may be terminated by written notice to the Developer to the address set forth in the Developer's application for the Reserve and the unused portion of the Reserve shall immediately revert to the Authority, or (b) the Developer shall not be permitted to connect the Development to the Authority's sewer system until: (x) all Rules and Regulations have been complied with; (y) all sewer charges in arrears (including, but not limited to, all reservation of capacity fees) have been paid together with interest at the legal rate, and (z) all charges necessary to connect to the sewer system have been paid in full. In the event the Authority shall have terminated this Agreement, to regain the Reserve which reverted to the Authority, the Developer shall initiate the formal application procedure as provided in paragraph 4 hereinabove. The Authority shall have the sole discretion as to whether to grant the Reserve in connection with such application based upon the then existing capacity of the system and there is no guarantee that the Reserve or any portion thereof will be available to the Developer and the Developer shall have no prior rights in connection with the Reserve.

8. Developer acknowledges and agrees that the purpose of this Agreement and the Application is for the reservation of capacity in the Authority's wastewater facilities only.

The Authority makes no representation that: (i) The Developer has physical access to the Authority's sewage system, (ii) the Developer's plans are adequate to provide the Development with sewage facilities, or (iii) the Developer's plans have been or will be approved by the Authority. It is the Developer's responsibility to comply with the Rules and Regulations of the Authority and to obtain sufficient and lawful access to the Authority's sewage system.

9. Developer acknowledges and agrees that in the event that (i) the Reserve or any part thereof shall not be available for Developer's use due to circumstances beyond the control of the Authority, or (ii) the unavailability of the Reserve or any part thereof due to the imposition of a moratorium by the Department of Environmental Protection or similar circumstances and, in such event, the Authority shall not be liable to the Developer for any damages suffered by the Developer whether foreseen or unforeseen, except for the return of fees paid in connection with this Agreement.

10. The Reserve is for the benefit of the real estate covered by this Agreement only. This Agreement is not assignable or transferable to any other real property in any manner.

11. This Agreement is intended to bind the Applicant, the Owner (who are referred to jointly as the Developer) and their heirs, executors, administrators, successors and assigns. This Agreement shall be promptly recorded in the Office for the Recording of Deeds in and for Chester County, Pennsylvania This Agreement is also intended to bind all future owners of the Development and shall run with the land.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed This Agreement on the date
first above written.

ATTEST:

Secretary

NORTHWESTERN CHESTER
COUNTY MUNICIPAL
AUTHORITY

BY: _____
Chairman

DEVELOPER:

WITNESS/ATTEST

By: _____

OWNER:

WITNESS/ATTEST

By: _____

By: _____

:

CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS
COUNTY OF CHESTER :

On this, the _____ day of _____, 20____, before me _____
_____, the undersigned officer personally appeared _____
_____ who acknowledged himself (herself) to be the
_____ of a corporation, and that (s)he as such
_____, being authorized to do so,
executed the foregoing instrument for the purposes therein contained by signing the name
of the corporation by himself (herself) as _____.

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

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
 :SS
COUNTY OF CHESTER :

On this, the _____ day of _____, 20__ before me a notary public,
the undersigned officer, personally appeared, _____,
known to me (or satisfactorily proven) to be the person whose name is subscribed to the
foregoing instrument and acknowledged that he/she executed the same for the purposes
therein contained.

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

Notary Public

MUNICIPAL AUTHORITY ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS
COUNTY OF CHESTER :

On this, the _____ day of _____, 20____, before me _____
_____, the undersigned officer personally appeared _____
_____ who acknowledged himself (herself) to be the of Northwestern
Chester County Municipal Authority, a municipal authority of the Commonwealth of
Pennsylvania and that (s)he as such _____, being
authorized to do so, executed the foregoing instrument for the purposes therein contained
by signing the name of the Northwestern Chester County Municipal Authority by himself
(herself) as _____.

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

Notary Public

Exhibit "G"
Grinder Pump Release

**NORTHWESTERN CHESTER COUNTY MUNICIPAL AUTHORITY
GRINDER PUMP RELEASE**

_____ (hereinafter referred to as "Owner") is the Owner of property located at _____ in which there has been installed a grinder pump or pumps and the necessary appurtenances to connect with sewer system of the Northwestern Chester County Municipal Authority ("NCCMA"). In consideration of the consent of the NCCMA to the use of the grinder pump and in further consideration of the payment of One Dollar (\$1.00) in hand paid, receipt of which is hereby acknowledged, and intending to be legally bound by this Release, the said Owner does hereby remise, release and forever discharge the NCCMA, its employees, agents, officers, successors and assigns of and from any and all manner of actions and causes of action, suits, dues, accounts, bonds, covenants, contracts, agreements, judgment, claims and demands whatsoever and in whatever form arising from the use of the grinder pump and its appurtenances which the Owner ever had, now has or which his, her or their heirs, executors, administrators, successors or assigns, or any of them, hereafter can, shall, or may have, for, or by reason of any cause, matter or thing whatsoever, from the beginning of the world to the date of these presents.

The undersigned further understands that the NCCMA has no responsibility to repair, replace or in any way service or maintain or expend any monies in connection with the grinder pump and its appurtenances and that the responsibility for the grinder pump and its appurtenances is solely that of the Owner.

It is the intention of this Release to fully absolve the Authority for any responsibility relating to the grinder pump of Owner and its appurtenances.

Finally, Owner acknowledges that Owner is familiar with the Rules and Regulations of the NCCMA as well as the Procedures and Requirements for Construction of the Sewerage Facilities of the NCCMA regarding the use of grinder pumps and connection of grinder pumps to the NCCMA Sewer System.

IN WITNESS WHEREOF, I have hereunto set my and seal this _____ day of _____.

Date: _____

Owner's Signature

Owner's Printed Name

Exhibit "H"
Grease Trap/Interceptor/Separator Annual Inspection Form

GREASE TRAP/INTERCEPTOR/SEPARATOR ANNUAL INSPECTION FORM

Pursuant to the Northwestern Chester County Municipal Authority ("NCCMA") Rules and Regulations, it shall be the duty and responsibility of the owner of any commercial or industrial establishment to inspect all grease traps, grease interceptors, and oil separators on an annual basis and submit this Form to the NCCMA. Commercial and industrial establishments shall mean and refer to restaurants, food preparation facilities, food manufacturing facilities, food processing facilities, gas stations, automobile dealerships, repair garages, car-washing facilities, commercial laundries, and slaughterhouses.

The NCCMA reserves the right to order more frequent cleanings and inspections if the NCCMA determines that the commercial or industrial establishment is discharging an excessive amount of grease into the sewer system. If the owner of any commercial or industrial establishment fails to conduct an annual inspection and submit a written report, then the NCCMA may perform the inspection and bill the owner for the work performed or seek fines as set forth in the NCCMA's Rules and Regulations. All annual inspection forms must be completed and returned within thirty (30) days of receipt.

1. General Information:

Name of the Reporting Commercial/Industrial Facility

Name and Title of Person Completing Report

Mailing Address of Property where Grease Trap/Interceptor/Separator is Located

Phone Number

Email Address

2. Grease Disposal:

Method of Grease Disposal

Disposal Company Name

Mailing Address

Phone Number

3. Cleaning and Inspection:

Cleaning Company

Mailing Address

Phone Number

4. Brief explanation of method and frequency of cleaning:

5. Date of cleaning and inspection: *(A copy of the invoice for cleaning/inspection is required to be attached to and submitted with this Form)*

I certify under penalty of law that to the best of my knowledge and belief, the information submitted is true, accurate and complete.

Signature: _____ Date: _____