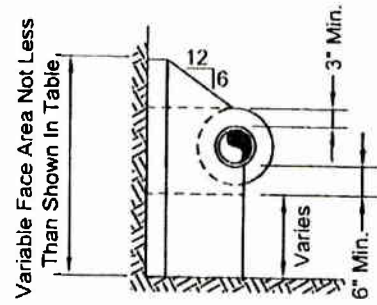


TEES AND PLUGS

BENDS

TEES, WYES, AND BENDS



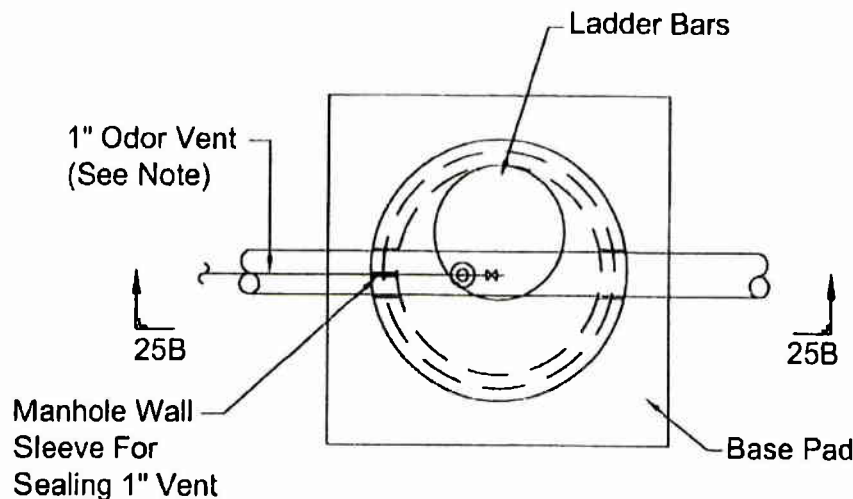
Notes:

1. All Tees, Wyes, Crosses, Plugs and Bends of 10° or more shall be blocked against firm earth with concrete.
2. Earth pressure figured at 4000 PSF. If earth encountered will not withstand this pressure, the area of the block must be increased proportionately.

PIPE SIZE (In)	AREA* (sq in)	TOTAL FORCE (lbs)	AREA OF BLOCK IN SQUARE FEET				
			TEES & PLUGS	90 DEGREE BENDS	45 DEGREE BENDS	22 1/2 DEGREE BENDS	11 1/4 DEGREE BENDS
4	19	4275	1.1	1.5	1.0	1.0	1.0
6	38	8550	2.2	3.0	1.6	1.0	1.0
8	65	14625	3.7	5.2	2.8	1.4	1.0
10	97	21825	5.5	7.7	4.2	2.1	1.1
12	137	30825	7.7	10.9	5.9	3.0	1.5
14	184	41400	10.4	14.6	7.9	4.0	2.1
16	238	53550	13.4	18.9	10.3	5.2	2.7
18	299	67275	16.8	23.8	12.9	6.6	3.4
20	367	82575	20.7	29.2	15.8	8.1	4.1
24	523	117675	29.4	41.6	22.5	11.5	5.9
30	805	96600	24.2	34.2	18.5	9.4	4.8
36	1152	138240	34.6	48.9	26.5	13.5	6.9

Calculations are based on 225 PSI pressure or 150 PSI working pressure plus 50 % increase for water hammer for sizes 4" to 24" inclusive. For sizes 30" & 36" the table is based on 120 PSI pressure or 75 PSI working pressure plus 50 % water hammer.

		<p>CONCRETE THRUST BLOCKING</p>
<p>Not to scale</p>	<p>March 2012</p>	<p>Standard Detail SD-024</p>

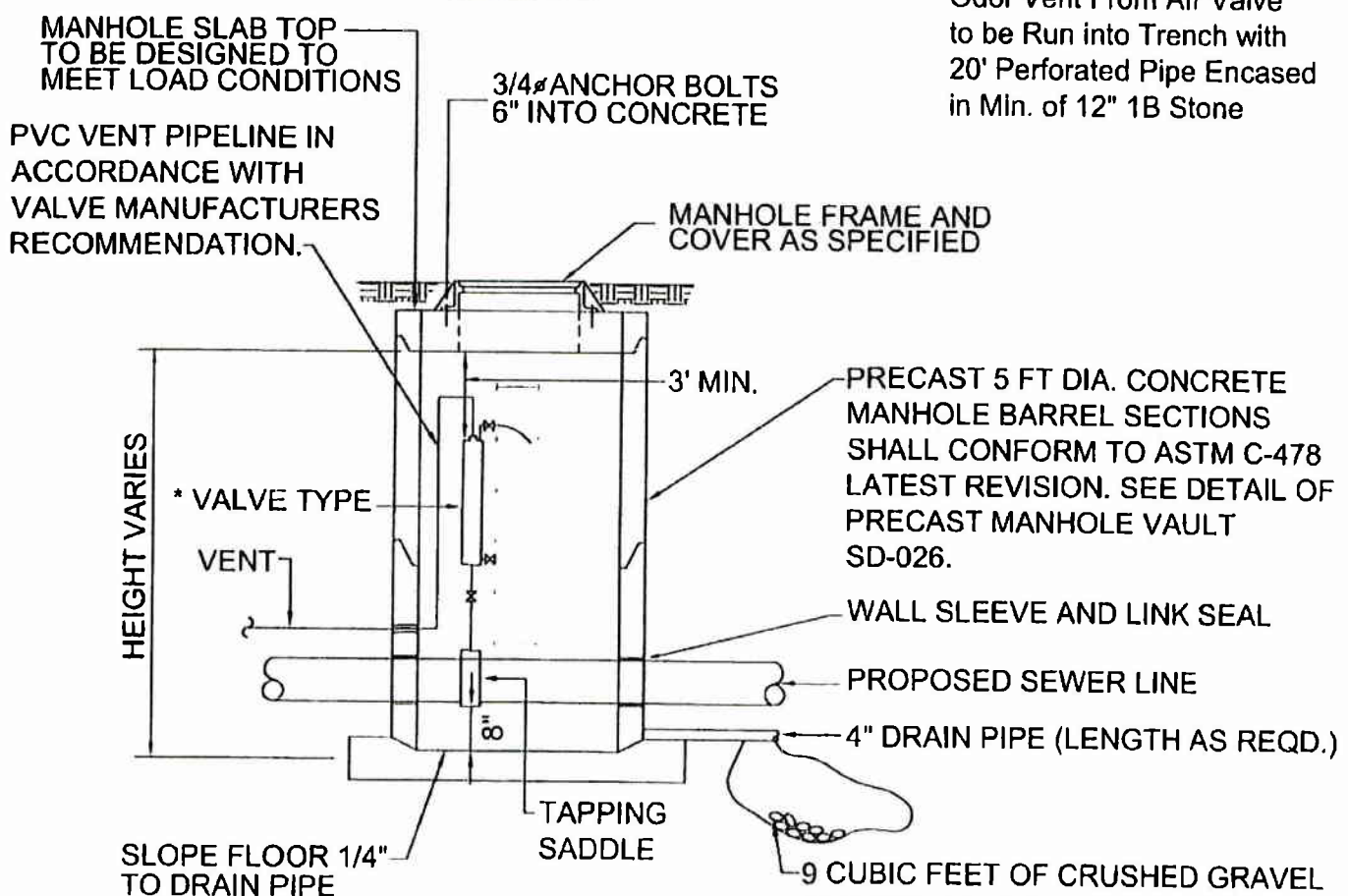


* TYPE OF VALVE INSTALLED IN THE MANHOLE AS REQUIRED BY THE ENGINEER

- 1) AIR RELEASE VALVE
- 2) AIR VACUUM VALVE
- 3) COMBINATION AIR VALVE AS SPECIFIED


PLAN 25A

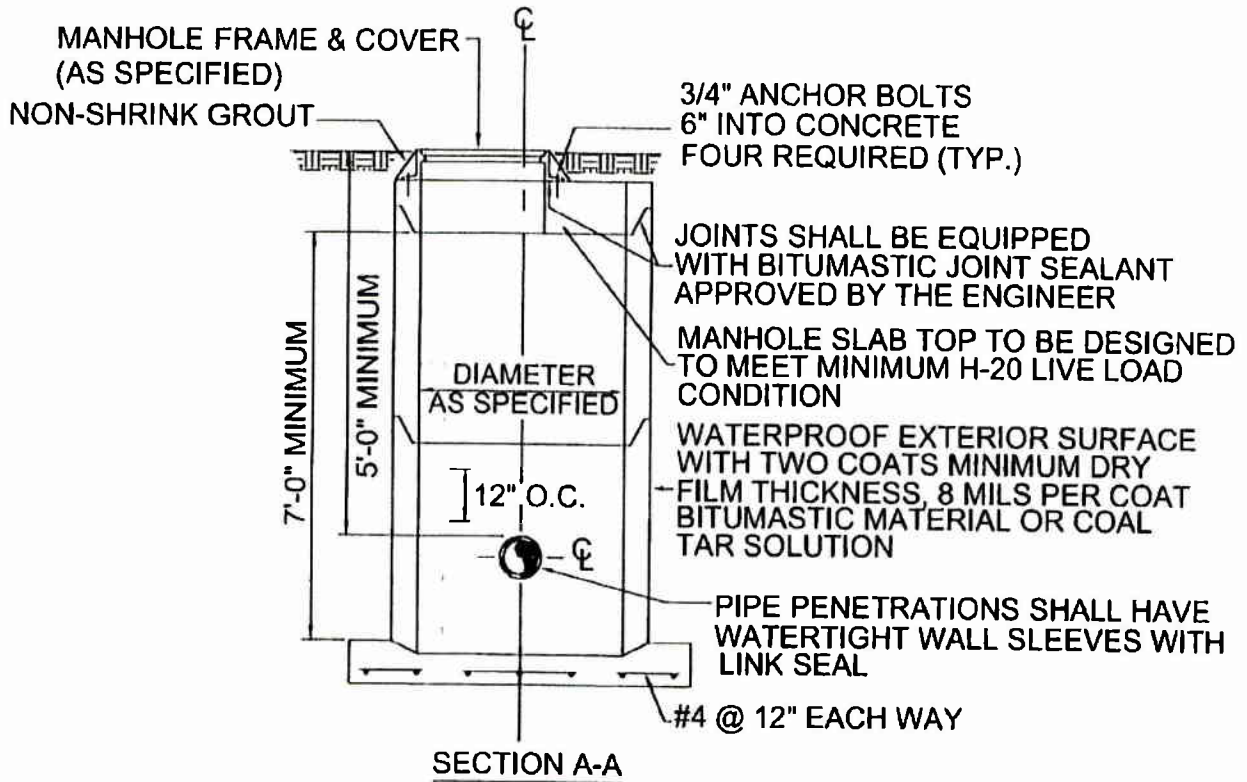
Note:
Odor Vent From Air Valve to be Run into Trench with 20' Perforated Pipe Encased in Min. of 12" 1B Stone



SECTION 25B


9 CUBIC FEET OF CRUSHED GRAVEL AND STONE DRAIN AREA (OPPOSITE SIDE FROM ODOR VENT) OR RUN PIPE TO DAYLIGHT AND COVER END OF PIPE WITH 1/4" STAINLESS STEEL SCREEN.

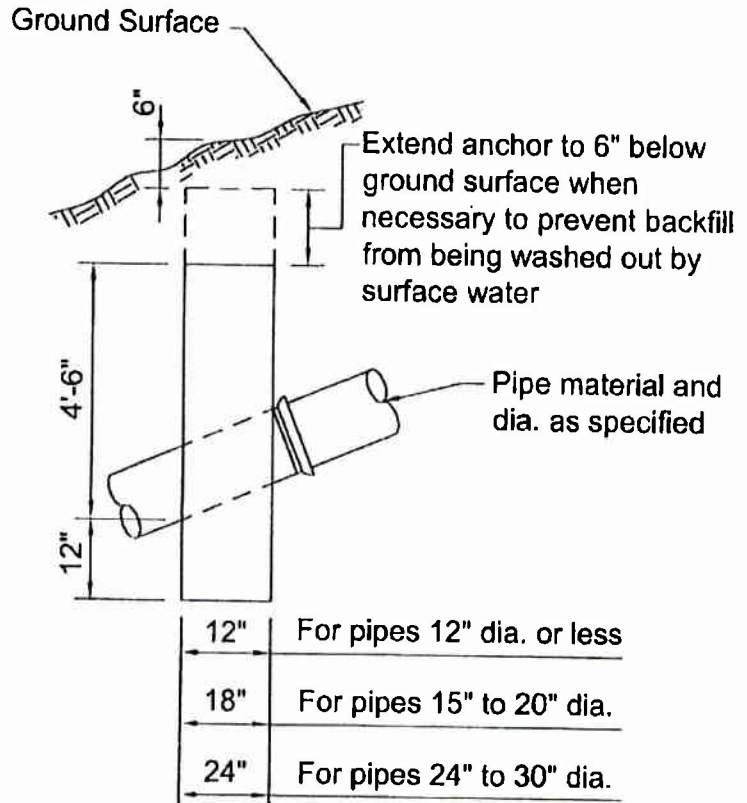
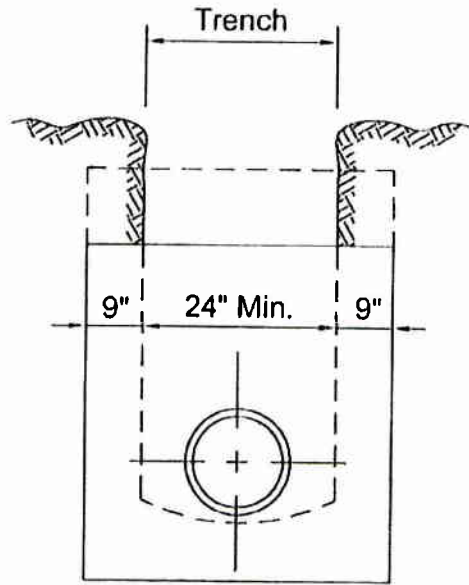
 <p>THE MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT</p>		<p>SEWAGE AIR AND VACUUM RELEASE VALVE AND MANHOLE</p>
<p>Not to scale</p>	<p>March 2012</p>	<p>Standard Detail SD-025</p>



NOTES:

1. PRECAST CONCRETE MANHOLE SECTIONS SHALL CONFORM TO ASTM-C478, LATEST REVISION.
2. WHERE MANHOLE FOUNDATION IS IN ROCK, REINFORCEMENT WILL NOT BE REQUIRED.
3. LIFTING HOLES SHALL BE PAINTED WITH MORTAR, MADE WATERTIGHT & LEFT NEAT & SMOOTH.
4. SUPPORT MANHOLE STRUCTURE AND ALL PIPING CONNECTIONS ON A MINIMUM OF 6" THICKNESS 1B BEDDING MATERIAL. ENCAPSILATE ALL PIPES WITHIN MANHOLE EXCAVATION IN THE SAME MATERIAL TO AN ELEVATION OF 12" ABOVE THE TOPS OF PIPES.

		<p>PRECAST CONCRETE MANHOLE VAULT</p>
<p>Not to scale</p>	<p>March 2012</p>	<p>Standard Detail SD-026</p>

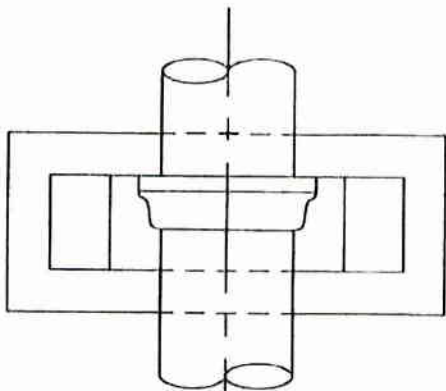


CONCRETE ANCHORS FOR PIPES ON STEEP GRADES

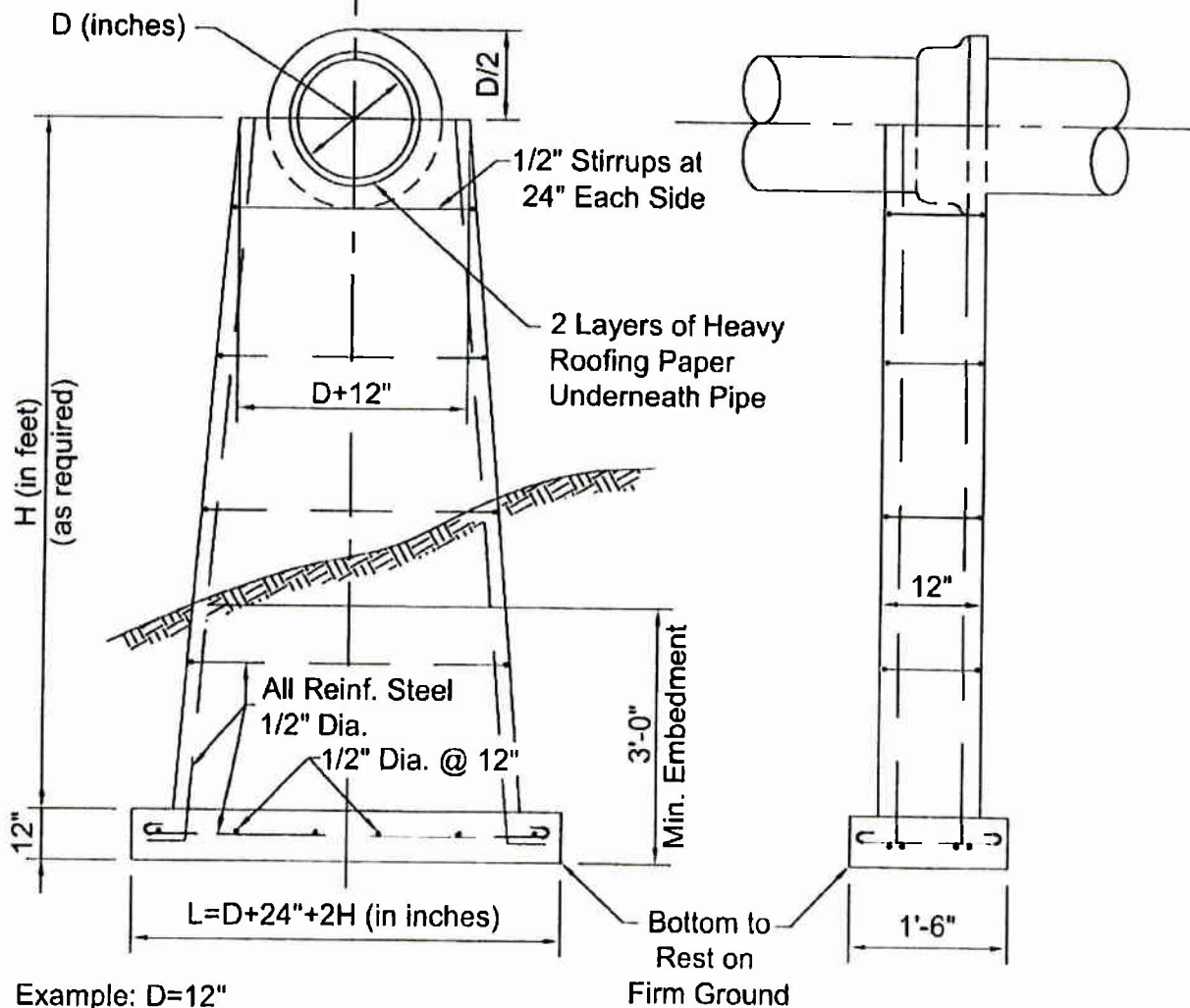
Provide no anchors on grades less than 20% unless noted
 Provide anchors 36' c-c on grades between 20% and 34%
 Provide anchors 24' c-c on grades between 34% and 50%
 Provide anchors 16' c-c on grades between 50% and 70%

For conditions other than shown hereon anchors shall be provided as required by the contract plans or ordered in the field by the owner's representative.


		CONCRETE ANCHORS FOR PIPELINES
Not to scale	March 2012	Standard Detail SD-027



These Piers shall be Constructed at all Locations where Pipe Alignment or Profile Prohibits Pipe Support on Original Undisturbed Ground. Spacing between Piers shall accommodate Pipe Joints unless otherwise shown on the Plans or Directed in the Field

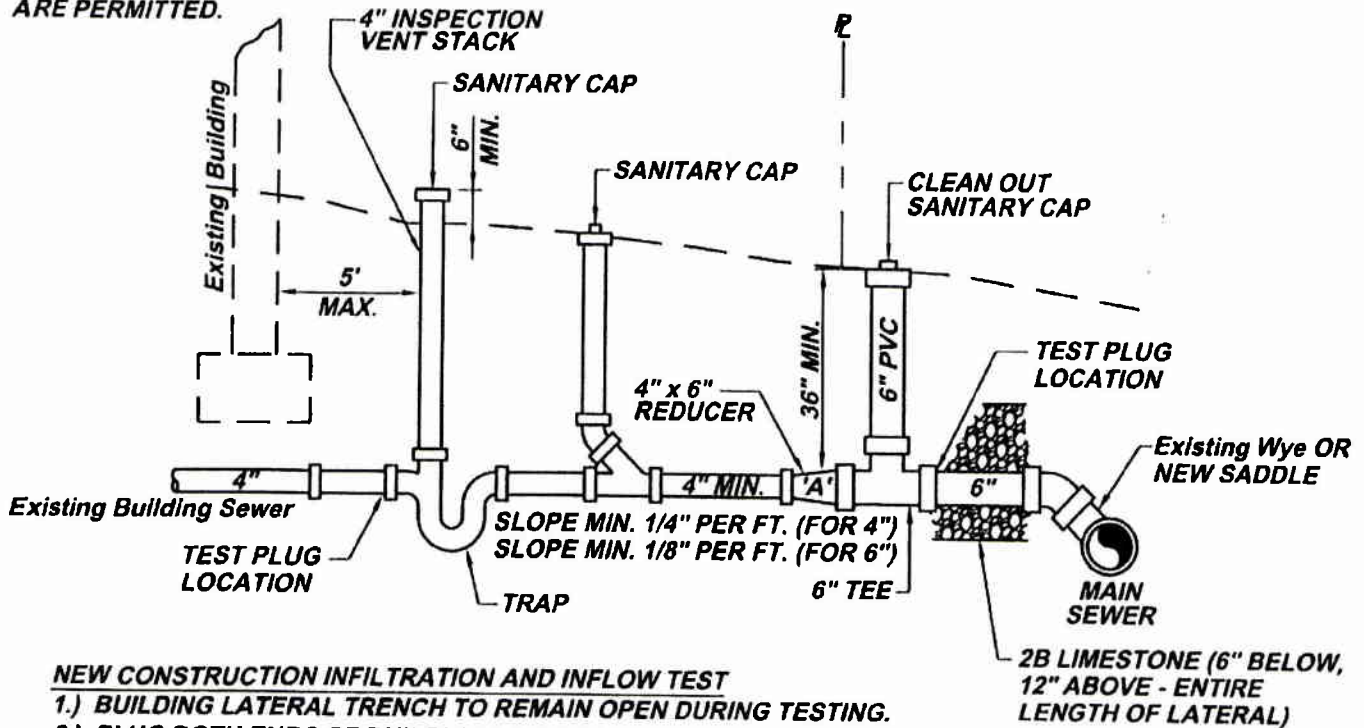


Example: $D=12''$
 $H=10'-0''$
 $L=12''+24''+(2 \times 10'')=56''$

 THE MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT		PIPE SUPPORT PIERS FOR ALIGNMENTS ABOVE ORIGINAL UNDISTURBED GROUND
Not to scale	March 2012	Standard Detail SD-028

NOTE.

THE TRAP IS TO BE INSTALLED PER THE LATEST EDITION OF THE IRC. A CLEAN OUT SHALL BE INSTALLED AFTER THE TRAP. ADDITIONAL CLEAN OUTS MUST BE INSTALLED EVERY 50' FOR 4" LATERALS AND EVERY 100' FOR 6" LATERALS AND AT ALL DIRECTIONAL CHANGES GREATER THAN 45 DEGREES. NO 90° ELBOWS ARE PERMITTED.



NEW CONSTRUCTION INFILTRATION AND INFLOW TEST

- 1.) BUILDING LATERAL TRENCH TO REMAIN OPEN DURING TESTING.
- 2.) PLUG BOTH ENDS OF BUILDING LATERAL.
- 3.) PERFORM EITHER WATER OR AIR LEAK TEST.
 - a.) FILL ENTIRE BUILDING LATERAL WITH WATER THROUGH INSPECTION VENT STACK. PROVIDE MINIMUM 10 FEET OF WATER HEAD. TEST REQUIRES 15 MIN. HOLD.
 - b.) PRESSURIZE SYSTEM WITH AIR TO GAUGE PRESSURE OF 5 PSI. TEST REQUIRES 15 MIN. HOLD.
- 4.) INSPECTIONS AND TESTS ARE TO COMPLY WITH THE LATEST EDITION OF THE IRC, AS ADOPTED BY THE MUNICIPALITY.
- 5.) CONTRACTOR IS RESPONSIBLE FOR SCHEDULING THE INFILTRATION/ INFLOW TEST.
- 6.) THE AUTHORITY MUST BE NOTIFIED OF THE TEST 24 HOURS IN ADVANCE.
- 7.) THE AUTHORITY PERSONNEL MUST BE PRESENT TO WITNESS THE TEST.

'A' = 'FERNCO' COUPLING (SHIELDED AND W/ STAINLESS STEEL CLAMPS) OR REDUCER AS NEEDED

CAP = 'CARLON 4' THREADED CLEAN OUT ADAPTER (Z343N OR Z352N)

4" THREADED PLUG (Z35N) OR EQUAL


6" PIPE SHALL BE: ASTM3034 OR SCHEDULE 40. SOLVENT - CEMENT JOINT

4" PIPE SHALL BE: SCHEDULE 40. SOLVENT - CEMENT JOINT

(IRC - INTERNATIONAL RESIDENTIAL CODE)

LINE MUST NOT BE BACKFILLED UNTIL AN INSPECTION IS MADE. ACCESS TO THE INSIDE OF THE HOME WILL BE REQUIRED TO COMPLETE THE INSPECTION PROCESS. ALL INSPECTIONS REQUIRE AN APPOINTMENT SCHEDULED AT LEAST 24 HOURS IN ADVANCE. BEFORE A NEW HOME IS OCCUPIED, CALL FOR A FINAL INSPECTION. OUR WORK CREW IS AVAILABLE FOR INSPECTIONS MONDAY - FRIDAY FROM 7:30 A.M. UNTIL 2:00 P.M.

PLEASE CONTACT OUR OFFICE AT (412) 673-9701 BETWEEN THE HOURS OF 8:00 A.M. - 4:00 P.M. TO SCHEDULE AN INSPECTION.

		INFILTRATION AND INFLOW TESTING DETAIL
Not to scale	March 2012	Standard Detail C-1

APPENDIX B

PROCEDURES AND REQUIREMENTS FOR LAND DEVELOPMENT SEWER EXTENSIONS

**The Municipal Authority of the City of McKeesport
100 Atlantic Avenue
McKeesport, PA
15132**

**THE MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT
SEWER USE RULES AND REGULATIONS**

APPENDIX B

PROCEDURES AND REQUIREMENTS FOR LAND DEVELOPMENT SEWER EXTENSIONS

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APPENDIX B-2 -	Developers Agreement for the construction of Sanitary Sewer Facilities

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**THE MUNICIPALITY AUTHORITY OF THE CITY OF MCKEESPORT
SEWER USE RULES AND REGULATIONS**

APPENDIX B

**PROCEDURES AND REQUIREMENTS FOR
LAND DEVELOPMENT SEWER EXTENSIONS**

PART I: PROCEDURES FOR LAND DEVELOPMENT SEWER EXTENSIONS

1. Introduction

- A. Any developer considering a subdivision that would require a sewer extension of the Municipality of Authority of the City of McKeesport (the Authority) sanitary sewer system, shall comply with the procedures for planning, construction and project closeout as described herein.
- B. These procedures and requirements are intended as a guide for subdivision developers and contractors in the planning and construction of sewerage facilities in accordance with the Municipalities Subdivision and Land Development Ordinance, as may generally pertain to sewerage.

2. Pre-Application Planning

- A. A letter of intent shall be submitted to the Authority outlining the extent and location of the proposed development. The submittal shall include a location map, the total number of lots, dwelling units, and/or the total gallons per day generated by the proposed development.
- B. If required, either by the Authority or due to the complexity of the sanitary sewer extension, the developer shall schedule an informal meeting with the Authority to discuss any matters relative to sewage service for the development. Following the meeting, the developer shall address any issues the Authority identifies and subsequently prepare the required submissions.
- C. The Authority will provide the current status of the conveyance line and the treatment facility that would serve the proposed development. This status is only preliminary until full investigations are completed and a formal recommendation is provided to the Authority Board.
- D. A positive response from the Authority should be obtained prior to any engineering in preparing for preliminary submittal to the Municipality.

- E. The Developer shall be responsible and charged for all Authority expenses including consulting engineering as necessary during the pre-application planning.
- F. The Authority may waive the requirement for pre-application planning for projects of routine nature.

3. Preliminary Planning Procedures, Application and Deposit

- A. A Preliminary Application shall be completed and submitted to the Authority outlining the extent and location of the proposed development. An application form is provided in Appendix B-1. The application shall be submitted along with a location map and the required deposit as outlined later in these procedures.
- B. The application shall contain the Developer's full name, Company or Corporation name when applicable, mailing address and telephone number, brief description of location of development, name of subdivision plan, proposed number of lots and dwelling units, total gallons per day generated by the proposed development, total acreage in plan and acreage actually being developed, approximate lineal feet of sewer line, number of manholes, brief description of location of existing sewers development will be tapped into, place of sewage treatment, name of other utilities which will serve the development, lineal feet of rights-of-way or easements both within the development and out of development necessary to serve development, type of development (apartments, duplexes, businesses, etc.), whether developer has completed any past projects and their names and locations; if this is the first project, so state.
- C. Attached to the application, the developer shall provide in letter form a narrative containing a detailed description of the type of project, whether lots will be developed for sale, or whether lots and houses will be sold as packages on a speculative basis, or whether an association or such own parts or the entire development. If commercial in nature, state whether offices will be of the realtor, engineering or retail type, or doctors and dentists type, or whether any manufacturing may be considered. If private rights-of-way must be acquired for portions of the sewer extension, provide the names and addresses of all property owners being considered. A tentative time schedule for approval of final plans, start of construction, completion of sewer lines and completion of entire project shall also be included.
- D. The Preliminary Application shall be one part of the Preliminary Application Package. The Preliminary Application Package shall be submitted to the Authority at the same time the proposed subdivision plans are presented to the Municipal Planning and Zoning Office. The Preliminary Application Package shall include the following items:

- 1) *Preliminary Application*, complete with narrative.
 - 2) Two (2) complete sets of Preliminary Design Drawings. Preliminary Design Drawings shall include, but not be limited to, the following: master plan, if first submission of several phases, additions or sections of large developments; plan drawings identifying proposed and/or existing streets, lots, topography, storm sewers, sanitary sewers, etc., as applicable. The Preliminary Design Drawings shall bear the seal of a registered professional engineer or registered surveyor and shall be prepared in accordance with the Design Requirements identified in the most recent revision of *Appendix A: Specifications for the Construction of Sanitary Sewer Lines and Appurtenances* of the Authority's Rules and Regulations.
 - 3) A copy of the Planning Module for land development to the Municipal Authority. If the project is eligible for Planning Exemption, submit a copy of the Exemption Application mailer to the Municipal Authority. The original Planning Module or Exemption Application mailer must be submitted to the Municipality's Planning Department.
 - 4) Application review deposit made payable to the Municipal Authority of the City of McKeesport: This deposit will be used by the Authority to cover the cost of plan review by the Authority's Consulting Engineer and the cost of preparation of a Developer's Agreement. The deposit will also be used to cover the costs of planning/sewerage module review and submission to DEP, the Act 14 Notifications, and other miscellaneous administrative costs associated with the preliminary planning procedures. After completion of the sanitary sewer by the developer, acceptance thereof by the Authority, and expiration of maintenance bond and final inspection, if there remains any monies not spent by the Authority, such monies shall be returned to the developer, without interest. In the event the initial deposit is insufficient for the purpose provided, the developer will, at the request of the Authority, deposit additional funds to defray additional costs and expense. An itemized accounting of all such monies will be supplied to the developer, if requested.
- E. At the same time the developer files the Preliminary Application Package with the Authority, the developer shall enter into an agreement with the Authority by signing the Developer's Agreement. An example of the general format is provided in Appendix B-2. Where situations or conditions warrant changes, the Authority may impose additional terms or delete terms of the Agreement prepared for a developer. Preparation of the Developer's Agreement may be arranged by contacting the Authority at 412-673-9701.

4. Final Planning Procedures

- A. After the Authority's Manager has received replies and recommendations from the Authority's Solicitor, Engineer, the Manager shall notify the developer of the findings and recommendations resulting from the Preliminary Plan review and the amount of the performance bonds, etc. If applicable, any corrections to planning modules will be made at this time.
- B. Once any corrections have been made, and if adequate capacity is available in the sewer system and appurtenances downstream of the proposed extension, the Authority will forward to the Municipal Planning Department (a) the review and comments on the Plan, (b) the Planning Module with sections completed by the Authority, or a letter acknowledging that the proposed development is eligible for Planning Exemption.
- C. The Municipal Planning Department will follow their procedures for considering the proposed development. If approved, the Municipality will pass a Resolution, amending its Sewage Facilities Plan accepting the proposed development and forward the Planning Module to the Pennsylvania Department of Environmental Protection (PADEP), or if eligible for Planning Exemption, sign the Application Mailer and forward it to the Department.
- D. The Planning Module or Exemption is approved or rejected by the PADEP and notification is provided to the Authority, Municipal and Developer. The development or sewer extension cannot proceed until the PADEP acknowledges approval of the Planning Module or Planning Exemption.
- E. The Developer or his designer shall then submit two (2) complete sets of final subdivision plans and construction drawings to the Authority. Construction drawings shall be prepared in accordance with the Design Requirements identified in the most recent revision of *Appendix A: Specifications for the Construction of Sanitary Sewer Lines and Appurtenances* of the Authority's Rules and Regulations and the *Sewer Design Drawing Requirements* provided herein.
- F. The Authority and its Engineer will provide a technical review of the sanitary sewer drawings and provide construction related comments back to the Developer's Engineer. Any comments regarding easements, rights of way, or other special concerns, are forwarded to the Municipal Planning Department.

G. Water Quality Part II Permit:

- 1) If the proposed development requires the installation of a pumping station, an interceptor or trunk sewer (i.e. sewer larger than 8-inch diameter), or has the potential to serve more than 250 EDUs, the developer is required by State regulations to complete a Water Quality Management Part II Permit Application, available by contacting the Regional Sanitary Engineering Department of Environmental Protection, Pittsburgh, PA (412) 442-4000.
- 2) The Developer shall be responsible for preparation of the Part II Permit Application Package.
 - The application shall be completed in the name of the Municipality Authority of the City of McKeesport. The Authority will submit the application and will include a check for the filing fee in the amount of \$500.00 made out to the Commonwealth of Pennsylvania, Department of Environmental Protection. This application fee shall be deducted from the Developer's Deposit.
 - The complete application shall include four (4) copies of all plans and specifications, as well as, all application forms and modules commensurate with the most recent requirements identified by the PADEP for submission of the Part II Permit. Such components shall include but not be limited to the General Information Form, the Part II Application form, all applicable modules, a design engineer report identifying the plan layout, hydraulic flow diagram, flow calculations, profiles showing all dimensions, elevations, types and size of equipment, and material of construction.
- 3) The Developer shall not prepare the Part II Permit Application package until complying with all of the Authority's conditions and requirements regarding sewer construction, layout, design, and satisfactorily addressing all comments provided by the Authority, its Engineer, and the Municipality.
- 4) The Developer shall submit the Part II Permit Application to the Authority for review. After the Authority and its Engineer has reviewed and approved the Application package, it will be transmitted to the PADEP for review and action. A minimum period of six weeks should be allowed for the Department to process this application.

H. Upon complying with all of the Authority's conditions and requirements regarding sewer construction, layout, design, and satisfactorily addressing all comments provided by the Authority, its Engineer, and Municipality, and/or PADEP approval of a Part II Permit, the Authority will notify the Municipality and Developer in writing that the plans are approved.

- I. The Developer shall provide four (4) complete sets of the approved plans to the Authority for the following distribution:
 - 1) Authority file
 - 2) Authority Engineer
 - 3) Authority inspector
 - 4) Authority System Superintendent

- J. Upon receiving final approval from Municipality, the Developer shall be required to enter into a Developer's Agreement with the Authority before proceeding further with the sewer extension.

5. Developer's Agreement and Required Financial Security Procedures

- A. Prior to the Authority executing the Agreement, the Developer shall be required to provide the following information as relates to the Financial Security and Escrow Deposit:
 - 1) Provide a contractor's bid for the cost of installing the sanitary sewers in accordance to the construction plans approved by the Authority. The bid should be as detailed as possible. The contractor's bid shall be approved by the Authority and is used to calculate the required financial security to guarantee completion of the sewer improvements. If a contractor's bid cannot be supplied, the Authority will have its Engineer perform a construction price estimate based on projects of similar nature.
 - 2) Upon Authority approval of the contractor's bid submitted or Authority's Engineer's Estimate, the amount of financial security is 110% of the estimated cost of sewer installation.
 - 3) The Developer shall provide a Performance Bond and Maintenance Bond in the amounts and under the terms as set forth in the form of agreement shown in Appendix B-2. Insurance coverage, including contractual liability coverage shall be in accordance to the requirements set forth in Appendix B-2 as aforesaid.
 - 4) The Developer's contractor's bid, or Authority's Engineer's estimate, shall also be utilized to calculate the required escrow amount. An Escrow Deposit shall be provided to cover the total cost of construction observation, legal, and administrative costs, engineering review, and record drawing review by the Authority's Engineer. The deposit shall be a check made out to the Municipal Authority of the City of McKeesport, and delivered to the Authority along with the Financial Security and the Agreement, executed on behalf of the Developer.

After completion of the sanitary sewer by the developer, acceptance thereof by the Authority, and expiration of maintenance bond and final inspection, if there remains any monies not spent by the Authority, such monies shall be returned to the developer, without interest. In the event the initial deposit is insufficient for the purpose provided, the developer will, at the request of the Authority, deposit additional funds to defray additional costs and expense. An itemized accounting of all such monies will be supplied to the developer, if requested.

- B. Upon receipt of the Agreement executed on behalf of the Developer, and satisfactory financial security and escrow deposit the Authority Board will consider entering into the Agreement at the next regularly scheduled Board meeting; and, if so approved, will enter into the Agreement. The Developer is not required to be present at the meeting unless there are items of dispute.
- C. The Authority Board authorizes execution of the Developer's Agreement, which is executed prior to recording of the plan.
- D. The Authority will forward an executed counterpart of the Developer's Agreement to the Developer and schedule the pre-construction meeting with the Developer and his Contractor signifying the beginning of the Construction Phase of the sewer extension.

6. Construction Phase Procedures

- A. The proposed project only moves to the Construction Phase after plans have been approved by the Authority and the Municipality, performance security has been provided, developer's deposit escrow has been provided, and the Developer's Agreement has been executed between the Authority and the Developer.
- B. All construction of sewerage facilities in the Municipality shall be subject to inspection by representatives of the Authority to assure that such construction is accomplished in accordance with the approved plans and specifications.
- C. At least ten (10) days prior to starting construction, the applicant shall notify the Authority of the anticipated starting date of his proposed construction and the schedule of operation through completion of the project. At the time of this notification, the Authority will schedule a pre-construction meeting with the Developer and his Contractor. The pre-construction meeting is held to clarify the requirements of the Authority and any questions as to exactly how the construction will be handled and what is expected of the contractor and to avoid any misunderstandings or misinterpretations during construction. The Authority and/or its representatives, along with the Developer and its Contractor's Superintendent shall attend the meeting.

- D. Prior to the pre-construction meeting the Developer shall:
- 1) Provide certificates of insurance showing liability insurance coverage and statutory workmen's compensation for both the Developer and the Contractor. The Municipal Authority of the City of McKeesport shall be identified as "Additionally Insured" on the insurance policies and certificates.
 - 2) Provide one certified copy of the subdivision plan as recorded at the Courthouse.
- E. Direct inspection of the construction shall be performed by an inspector working under the direction of the Consulting Engineer and System Superintendent.
- F. The detailed method of operation and coordination between the Authority and its representatives and the contractor for each project will be completely reviewed at the preconstruction meeting referred to above. In general, however, the Inspector shall be the Authority's representative on the job, inspecting all materials and methods of construction to assure that they comply with the requirements of the approved plans and specifications and shall have complete authority to enforce such requirements.
- G. The Developer's Contractor shall keep the Authority's inspector current with the planned work schedule and non-work days so that the inspector's time may be scheduled efficiently, and thereby reduce the inspection charges to the Developer.
- H. Should any questions or controversies arise between the contractor and the inspector, the inspector shall request a meeting between the contractor and the System Superintendent.
- I. All sewer extensions requiring connection to existing facilities shall be plugged and blocked in the manhole from which the extension originates to prevent extraneous material (water, dirt, debris, etc.) from entering the existing sewer system. The system shall be blocked and plugged by an inflatable ball plug chained to the manhole steps or by means approved by the Authority. The plug shall remain in place until the Authority approves the sewer for use. Where an inflatable plug is utilized, the plug shall be checked daily by the Contractor for proper pressure and seal.
- J. During construction the Developer's Contractor shall assist the Authority's inspector in gathering reference dimensions for service connections and shall provide the inspector with cut sheets showing center line cuts every 25 feet and all manhole depths

- K. Upon satisfactory completion of the installation in accordance with the approved plans, testing of the sewer lines, manholes, and any appurtenances shall commence. Note that deflection testing of sewer lines shall proceed only after a waiting period of 30 days or longer following final backfilling of the sewer trench.
- L. All testing shall be in the presence of the Authority's inspector.
- M. Any sewer line, manhole or appurtenance that fails the required tests shall be immediately repaired and retested, until it passes the required test.
- N. If all sewers pass the required test the Authority's Engineer certifies the installation of the sewers.
- O. Once Authority acceptance is provided, all extraneous water, dirt, debris, etc. shall be removed from the sewer by the Contractor at his own cost and consistent with the requirements of all other governing regulatory agencies.

7. Project Closeout Processes

- A. Upon successful completion of all tests, and provided all facilities have been constructed in accordance with the Authority's specifications, rules and regulations, and in accordance with the Developer's Agreement the developer shall arrange to make formal request to the Authority Board to accept the sewer extension and installation for ownership.
- B. Before the sewer extension is accepted for ownership the following elements and conditions shall be satisfied:
 - 1) Developer shall within forty five (45) days from the completion of construction provide a Release of Liens certifying that all contractors and suppliers have been paid in full.
 - 2) Developer shall within forty five (45) days from the completion of construction provide a letter verifying the sewer facilities were installed in accordance with the specifications and the Developer's Agreement, and dedicating the sewer extension to the Authority for ownership.
 - 3) Developer shall within forty five (45) days from the completion of construction submit four (4) sets of full size record drawings, four (4) sets of 11" x 17" reduced record drawings, one (1) set of drawings in electronic format, as well as video tape recordings of camera inspection, each in accordance with the Authority's Rules and Regulations.

- 4) Developer shall provide an 18-month maintenance security guaranteeing the installation. The security shall be 15% of the actual cost to construct the sewer extension and appurtenances.
 - 5) Any balance of monies remaining in the developer's escrow account shall be promptly refunded to the developer by the Authority after expiration of the maintenance bond and final inspection.
- C. Provided all of the above elements and conditions have been satisfied, the Authority Board will accept ownership of the sewer extension, excluding any service connection stubs or service laterals which shall remain the property of and maintenance responsibility of the property owner. Acceptance will be accomplished via a formal Conveyance document and Bill of Sale.
 - D. The Authority shall release the performance security. Note that the Developer may request partial releases of the performance security as construction progress is made. Security will be released, as determined by the Authority's Engineer provided the sewer facilities have been installed, completed, and tested satisfactory. An amount will be retained however to ensure all final project closeout requirements are satisfied.
 - E. After the sewer extension is accepted by the Authority Board sewer tap ins may be released upon completion of the required application and payment of the required tap fee for each dwelling unit.
 - F. The Authority will notify the Municipality of the acceptance of the sewer extension by letter.
 - G. Prior to the expiration of the maintenance bond and periodically during the 18-month period, the Authority shall inspect the installation and require the Developer to promptly correct any deficiencies identified. In particular, buried manholes or manholes below grade resulting from grading changes shall be raised to grade by the Developer.

END OF PART I

PART II: SEWER DESIGN REQUIREMENTS

1. Introduction

- A. The designs of all proposed sewer facilities must be in complete compliance with the requirements of the Pennsylvania Department of Environmental Protection (PADEP), and the Municipality Authority of the City of McKeesport prevailing *Rules and Regulations Appendix A: Specifications for the Construction of Sanitary Sewer Lines and Appurtenances*, however, the final designs are subject to the approval of the Authority's Consulting Engineer.
- B. For non-typical appurtenances and components, such as pump stations and treatment plants which require specific design, the specifications will be developed through the plan submittal and a shop drawing submittal process.
- C. The Authority's standard specifications for sewer line construction will be appended to the Developer's Construction Agreement.

2. Design Requirements

- A. All plans submitted to the Authority shall be uniform, complete and in accordance with the requirements identified herein.
- B. It should be noted that the following list provided identifies the design requirements associated with projects of routine nature and shall be fully enforced, unless otherwise noted. Furthermore, the Authority reserves the right to develop and enforce any and all specifications not addressed herein for specific project requirements. The requirements of design shall include but not be limited to:
 - 1. The size of each drawing sheet shall be 24 inches by 36 inches unless otherwise approved by the Authority.
 - 2. Drawings shall be prepared in AutoCAD format or similar computerized drafting format compatible with that of the Authority.
 - 3. An appropriately sized title block containing a title description, name of project or plan, name of developer, name of engineer, scale of drawings and date, and revision date block.
 - 4. Each sheet shall bear the seal of a registered engineer, or, where only sewers are involved, the seal of a registered surveyor will be acceptable.
 - 5. A cover sheet with an index and/or index map shall be provided for sets of plans of four design sheets or more.

6. For pump stations and treatment plant drawings, the plans shall consist of plan views, elevations and appropriate sections. Because of the need to design these facilities for the particular application, the Authority's Consulting Engineer will provide more specific guidance of required plans at the time the scope and nature of the project are determined.
7. For sewer drawings, both plan and profile shall be shown.
8. All plans shall be drawn to a horizontal scale of fifty (50) feet to the inch unless otherwise permitted by the Authority to adequately identify all necessary information to be displayed clearly.
9. For sewer drawings, profiles shall have a horizontal scale of fifty (50) feet to the inch and a vertical scale of ten (10) feet to the inch, and plans should be drawn to a corresponding horizontal scale of the profile view.
10. North arrows shall be shown on all plan view sheets.
11. Plan and profile elevations shall be based on USGS datum. The drawings shall provide notation confirming such.
12. Plans shall display and identify both existing contours and proposed grading required for the development consistent with the required datum.
13. Plans identifying road construction, storm sewers, storm water management, and erosion and sedimentation control shall be supplied for reference purposes.
14. Plans shall identify all other utilities existing and proposed. Special attention is called to utility clearances, especially sewer distance from water mains.
15. The plans shall include the Authority's Sewer Construction Standard Details relevant to the project.
16. The plans shall indicate that the required Design Utility One-Call was conducted and that all underground utilities are shown.
17. For sewer drawings, profiles shall identify the approximate horizontal and vertical location of all other utilities in reference to the sanitary sewer.
18. The plans shall indicate the distances between manhole centers, angles, type of pipe, pipe diameter, pipe grade, manhole top elevation and invert elevation, exact station location of building sewer wye connection relative to the nearest downstream manhole, proposed manhole numbers and manhole numbers of any existing manholes.

19. For special items not covered by these design requirements and specifications, supplemental specifications shall be issued by the Authority to cover such items as deemed necessary by the Authority for each project. Supplemental specifications will be issued by the Authority upon receipt of the plans or request from the private developer.
20. For projects involving other than sanitary sewer construction, such as pumping stations and treatment plants, it will be the responsibility of the developer's Engineer to submit detailed design and specifications for such construction. These design and specifications shall be subject to review by the Authority and revision, if considered necessary by the Authority, to assure that acceptable construction will be performed.
21. A permanent easement of at least twenty (20) feet in width shall be provided for all proposed sanitary sewers and the easements shall be shown on the Subdivision Plan. For proposed sewers to be located on property outside the limits of the subdivision plan, rights of way acceptable to the Authority shall be obtained by the Developer and furnished to Authority. The Authority will require that the property owners provide a release to the Authority that all restoration has been completed to their satisfaction before the Authority accepts ownership of the sewer extension.
22. Maximum distance between manholes shall be 400 feet.
23. The influent (entering) and effluent (exiting) elevations of all sanitary sewer in each manhole shall be identified. A minimum 0.08 foot elevation differential shall be required between the influent and effluent lines within the manhole invert.
24. The slopes of all sanitary sewers identified will be the difference of the effluent elevation of the upstream manhole and the influent elevation of the downstream manhole divided by the horizontal distance of pipe between the manholes.
25. Sanitary sewers shall be designed such that changes in direction are not less than 90 degrees.
26. One 6-inch diameter wye and sewer connection stub, complete with test tee, shall be shown for each property to be served. Connections shall not be into manholes unless authorized by the Authority.
27. Minimum basement elevations shall be shown for each lot.
28. The minimum basement elevations shall be used to determine which basements are lower than the rim elevation of the upstream manhole, and all such basements shall be identified on the Subdivision Plan as being required to have backwater valves.

29. Manholes shall be located in berms out of the cartway where possible.
30. Six (6)-inch service wyes and service connection stub shall be located 10 feet from the low side of the property line.
31. Concrete anchors shall be provided when pipe slopes exceed 20%. The required number and spacing of the anchors shall be commensurate with the prevailing PADEP published requirements.
32. Dead end sewers not over 200 feet in length shall terminate in standard manholes or cleanouts. Dead ends over 200 feet long shall terminate in standard manholes unless future extension of said dead end will include a manhole within 400 feet of the upper most manhole, in which case a temporary cleanout will be permitted. Furthermore, unless greater length is necessary to serve the property, end structures shall be placed 5 feet beyond the down grade property line on the last lot served.
33. Manholes installed at a depth of 20 feet or greater shall have an inside diameter of 5 feet.
34. The maximum depth allowable for PVC pipe installation shall be 20 feet. At depths beyond 20 ductile iron pipe shall be utilized.
35. A minimum 4 feet of cover in all areas including cartways, berms, and off roads.
36. The location of sanitary sewers in Municipal and State roads shall require occupancy permits obtained by the developer. Lines installed in Municipal and State roads must be bored or jacked and may not be open cut unless prior approval from the prevailing owner is provided to the Authority before construction commences.
37. The acceptable minimum pipe slope shall be per PADEP standards.
38. Splash manholes are permitted for 2 foot or less difference between sewer inlet and invert of manhole, with transition invert. For differences greater than 2.0 feet, drop manholes shall be used.
39. Sewers shall not be located in streams and stream crossings shall be held to a minimum and shall be at right angles where crossings are required.
40. Stream crossings shall be encased in concrete and comply with all PADEP stream crossing regulations.
41. Sewer runs that are close to and paralleling streams shall be concrete encased as determined by the Authority's Engineer.

42. Watertight manhole covers shall be provided where prone to high water.
43. All existing manholes shall be cored and booted when sewers are extended from them. The invert shall be reconfigured to the Authority's satisfaction to accommodate the new pipe and flow entering the manhole.
44. Where applicable, easements meeting the requirements of the prevailing *Rules and Regulations* of the Authority shall be provided for future extensions.
45. Sewers shall be designed with sufficient depth to facilitate possible future extensions.
46. Easements of a minimum of 5 feet in width beyond the public road right of way shall be provided where sewers are installed on or abut the edge of the public road right of way.

END OF PART II

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APPENDIX B-1

**PRELIMINARY APPLICATION FOR
RESIDENTIAL OR COMMERCIAL
DEVELOPMENT/LINE
EXTENSION/LINE REPLACEMENT**

Preliminary Application
Residential or Commercial Development/Line Extension/Line Replacement

Name of Development _____
Location of Development _____
Owner's Name _____
Company Name _____
Address _____
Telephone _____ Fax _____
Contact Person and Title _____

Name and Titles of Individuals Authorized to Sign and Attest to Developer's Agreement on Behalf of Owner _____

Type of Development	_____	Instrument #	_____
Total Acreage	_____	Total Acreage to be Developed	_____
Proposed Number of Lots	_____	Equivalent Dwelling Units	_____
Lineal Feet of Sewer Lines	_____	Total Number of Manholes	_____
Treatment Facilities Receiving Sewage:	_____		
Total Gallons Per Day of Sewage Generated by the Proposed Development	_____		
Location of Tie to Existing Sewer System	_____		
Will Sewers Require a Right-of-Way on Private Property?	_____		

Engineering or Surveying Firm _____
Address _____
Telephone _____ Fax _____
Contact Person and Title _____

NOTE: This completed application should be submitted to the Municipal Authority of the City of McKeesport along with two sets of preliminary plans and profiles. This submission should occur before the subdivision is recorded, in the event additional Rights-of-way are required, or if revisions are necessary. Preliminary plans must be received and reviewed before Planning Modules are processed.

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APPENDIX B-2

DEVELOPER'S AGREEMENT FOR THE CONSTRUCTION OF SANITARY SEWER FACILITIES

**Developers Agreement
Construction of Sanitary Sewer Facilities**

THIS AGREEMENT entered into this ____ day of _____, 20____, by and between the _____, Pennsylvania, hereinafter called "Authority",

And

_____, a Pennsylvania corporation, with its principal place of business at _____, _____ County, Pennsylvania, hereinafter called "Developer",

Witnesseth:

WHEREAS, the owner of a certain tract of land (for chain of title see Instrument # _____) situate in _____, _____ County, Pennsylvania, plans to develop said tract of land into what is to be known as the _____; and

WHEREAS, in order to complete the development of said Plan, Developer is required to construct sanitary sewers through said Plan; and

WHEREAS, it is to the mutual benefit of the Developer and Authority that the sewer collector system, when completed, be owned, operated and maintained by the Authority; and

WHEREAS, the Authority has established rules and regulations with respect to the construction and acceptance of sewer lines and a sewer collector system; and

WHEREAS, Developer desires to comply with the requirements of the said rules and regulations to have the sewer lines and collector system, when constructed, to be owned, operated and maintained by the Authority.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained as well as in consideration of the fact that the parties intend to be legally bound hereby, it is agreed as follows:

1. Developer shall deposit with the Authority, on or before the execution of this Agreement, the sum of \$_____ to be used by the Authority in the payment of engineering

and legal fees, for the inspection of the construction of the sewer system, and for the payment of all application and recording fees with respect to the securing of the necessary permits from the various agencies of the Commonwealth of Pennsylvania. Interest will not be accrued on any moneys held in escrow for the Developer by the Authority.

If, upon expiration of the maintenance bond, there are moneys remaining from the escrow, such moneys shall be returned to the Developer. In the event the initial deposit is insufficient for the purposes herein provided and at any time thereafter, the Developer will, at the request of the Authority, deposit with the Authority additional funds to defray such additional costs and expense. An itemized accounting of all such moneys shall be supplied to the Developer.

2. **All submissions required by the Authority, including but not limited to drawings, plans, bonds, correspondence, etc. must be directed to the Manager at the Authority's main office located at 100 Atlantic Avenue, McKeesport, PA 15132.** Submissions made to other agencies or agents shall not be considered to be an official application or submission to the Municipal Authority of the City of McKeesport.

3. Developer will prepare an application to the Department of Environmental Resources for execution by the Authority for a permit to construct the sanitary facilities referred to in this Agreement.

4. Developer will construct or cause to be constructed the sanitary sewer facilities strictly in accordance with the plans and specifications set forth in the Final Approved Construction Drawings dated _____.

Developer also agrees to construct or cause to be constructed the sanitary sewer facility strictly in accordance with the specifications for the construction of sewers as adopted by the Authority known as "Sewer Use Rules and Regulations" and Developer further agrees that in the event it enters into any agreement with any other contractor for the construction of the sanitary sewer facilities contemplated in this Agreement, it will insert a similar requirement in such Agreement and furnish the Authority with a copy of same.

5. Developer will deliver to the Authority, prior to the commencement of any work in connection with said sanitary system, the following:

a. A certificate of insurance certifying that the Developer is insured with a reliable insurance company authorized to do business in the Commonwealth of Pennsylvania for public liability in the minimum amount of \$100,000.00 to \$300,000.00 for personal injury and \$100,000.00 for property damage, and full coverage for Worker's Compensation and contractual liability coverage.

b. The Developer must submit to the Authority the name of his sewer installation contractor and a detailed tabulation of costs of construction of the sewer line, both to be approved by the Authority before construction commences. The approved construction costs will be used to determine the amount of the bonds in subparagraphs c and d below.

c. A performance bond or other financial security approved by the Authority in the amount of One Hundred Ten Percent (110%) of the costs of construction executed by the Developer in a reliable insurance company and/or chartered lending institution authorized to do business in the Commonwealth of Pennsylvania, naming the Authority as obligee, certifying that the Developer will perform its obligations as set forth herein in accordance with the terms of this Agreement and the Rules and Regulations of the Authority, in connection with the construction of sanitary sewer facilities provided. However, the said bond may be the bond of the contractor for the identical purpose naming the Developer and the Authority as obligees.

d. A labor and materialmen's bond or other financial security approved by the Authority in the amount of One Hundred Ten Percent (110%) of the cost of construction executed by the Developer in a reliable insurance company and/or chartered lending institution authorized to do business in the Commonwealth of Pennsylvania, guaranteeing the payment of all labor and materials performed or used in the construction of the sanitary sewer lines in the Plan, provided, however, that said bond or other financial security may be the bond or other financial security of the contractor for the identical purpose, naming the Developer and Authority as obligees.

The performance bond and labor and materialmen's bond or other financial security referred to above must specifically refer to the within Agreement by reference to the date thereon, and must also contain as a condition of the obligation that the principal shall well and truly perform or cause to be performed all of the obligations under this Agreement, and that all labor and material must be paid in full, or otherwise the obligation of the bonds or other financial security shall remain in full force and effect.

6. Developer shall be held responsible for accidents and to the fullest extent permitted by law, Developer shall indemnify, hold harmless and protect the Authority and its professional advisors, agents, servants, workmen and employees from and against all suits, claims, actions, damages, losses and expenses, including but not limited to attorney's fees, and all suits, claims, actions, damages, losses and expenses, brought by employees of Developer or subcontractors of Developer and for all costs or liability to which the Authority may be put for any injury or alleged injury to the person or property of another resulting from negligence or carelessness in the performance of the work or from any improper or inferior workmanship, or from inferior materials used in the work. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

7. Developer agrees that all work to be performed shall be subject to inspection and approval by the Authority (or its authorized agents). An Authority inspector must be on site at all times when any work whatsoever is done in connection with the sewer system. No work shall be covered unless and until inspected and approved by the Authority. In the event any

work is undertaken or covered without the inspection and approval thereof by the Authority, the Developer agrees that it will, at the request of the Authority, uncover or cause to be uncovered such work at its own cost and expense. The determination of the Authority with respect to all work shall be final, and the Developer agrees to remove and/or cause to be removed, and replaced at its own cost and expense any work disapproved or rejected by the Authority.

It is the responsibility of the Developer to make arrangements with the Authority for an inspector to be on site at all times. It is also the responsibility of the Developer to schedule appropriate air tests and vacuum tests, which must be performed in the presence of the Authority's inspector and Engineer.

8. Developer agrees that the Authority shall have the right to enter upon Developer's property at any time for the purpose of inspecting the work to be performed hereunder, and in case any work shall be disapproved or rejected by Authority and not corrected by the Developer within fifteen days after notice to do so, the Authority shall have the right to remove and replace said work, and the expense of such removal and replacement shall be charged to Developer.

In the event unusual conditions or circumstances are encountered by Developer in the course of the construction which are not specifically covered by the specifications, Developer agrees that it will not continue the work unless approved by the Authority as to the method of procedure in accordance with good construction practice, and the Developer shall be responsible for any costs incurred for such construction.

9. **Developer agrees that there will be no change made in the construction of the sanitary sewer system or any deviations from the Final Approved Construction Drawings dated _____, unless the Authority agrees to such change in writing.**

10. Developer agrees and understands that no facilities will be permitted to tap into the system until all sewer lines are installed, tested and approved.

11. Developer agrees that within forty five days of completion of the construction of the sanitary sewer system, as certified in writing by the Authority's engineer, it will convey to

the Authority all its right, title and interest in and to said sewer system, including all necessary rights of way required therefore.

It is distinctly understood and agreed that the obligation to furnish these documents of title, and rights of way, in recordable form satisfactory to the Authority, shall be that of the Developer. Such document of title and rights of way shall be prepared by Developer and submitted to the Authority for recording and Developer shall pay all recording fees therefore.

12. Developer agrees that it will, likewise within forty five days of completion of construction of the sanitary sewer lines, as certified in writing by the Authority's engineer, submit to Authority the following:

- a. A certification that all of the work contemplated herein has been completed according to the plans and specifications, and the specific date when it was completed.
- b. Four sets of "as built" plans showing the final location of all sewer lines as **actually constructed**, including all wye locations by station, pipe size and slope, distance between manholes, invert elevations and top of manhole elevations. Inspection Tees shall be clearly shown with flowline elevation, stationing along main sewerline and 90 degree offset distance clearly legible.
- c. A reproducible tracing (mylar) of all sewer lines as constructed containing the seal of a professional engineer.
- d. Two copies of the recorded plan of lots, which indicates thereon the Plan Book Volume and Page in the Recorder's Office of Allegheny County, Pennsylvania where the same is recorded.
- e. Four sets of "as built" laminated drawings reduced to 11" x 17". **Reduced drawings must be legible.**
- f. One set of as-built drawings via electronic data comparable to the requirements of the Municipal Authority of the City of McKeesport. Data must include all information and locations requested in paragraph d.

13. By the execution and delivery of this Agreement, Developer agrees to guarantee and to maintain the stability of all work contemplated hereunder, as well as sewer pipe and other materials furnished, for a period of eighteen (18) months from the specific date of completion certified by Developer. Defects of any kind appearing during this guarantee period shall be forthwith corrected by Developer at his own expense and to the satisfaction of the Authority.

To further secure and insure this covenant to maintain the work, Developer shall furnish a maintenance bond or other financial security approved by the Authority in the amount of Fifteen Percent (15%) of the total cost of the work issued by a reliable insurance company authorized to do business in the Commonwealth of Pennsylvania guaranteeing to maintain the stability of the work, as well as the sewer pipes and other material furnished for a period of eighteen (18) months from the certified completion date. The maintenance bond description must specifically reference "in accordance with the Developer's Agreement dated _____".

14. Developer agrees that prior to making any sewer connection to any premise, structure or structures erected or to be erected in the Plan, that it will submit or cause to be submitted a written application upon Authority forms requesting sewer service connection and shall for each such connection, pay the amount that the Authority may from time to time adopt as its minimum initial sewer service connection fee.

15. Authority agrees upon the delivery to it of all the required documents certifying completion of the construction of the sewer system as set forth herein, and the necessary conveyances of title, rights of way and maintenance bond, that it will take the entire sewer system in the Plan, and operate and maintain the same as part of its own system.

If, for any reason, the Authority is of the opinion that the work is not satisfactorily completed, it shall forthwith set forth any objections thereto in detail and in writing to Developer.

16. In the event that the Authority Engineer determines that maintenance or repair work is required prior to the bond expiration, then he shall notify the Developer to make the necessary repairs. In the event that the Developer does not make or arrange to have repairs

made within a period of thirty (30) days (or 48 hours if the Authority engineer determines the same to be an emergency) from received notice to do so, then the Authority shall have the right, but not the obligation, to accomplish the necessary repairs and backcharge the cost of repairs to the Developer. In the event the Developer does not reimburse the cost of the repairs to the Authority within the time stated in the invoice, then the Authority shall have the right to: (a) reimburse itself from any escrow deposit, or: (b) proceed against the security posted, or: (c) treat the failure to pay as a default by the Developer under this agreement. In the event of such occurrence, the Developer agrees not to construct any additional portion of the Developer's Sewer System thereafter.

17. It is distinctly understood and agreed that the execution and delivery of this Agreement is contingent upon the Developer complying with all Ordinances of the Municipality, or Resolutions and the Rules and Regulations of the this Authority with respect to the construction and installation of sanitary sewers; it shall be the responsibility of the Developer to obtain copies of any such Ordinances, Resolutions and Rules and Regulations and to follow and comply with the same. In the event that anything in this agreement is contrary to what is set forth in a Resolution or the Rules and Regulations of the Authority, then the terms and provisions of the Resolution or the Rules and Regulations shall be controlling.

18. All construction required of the Developer and Developer's Contractor hereunder shall be accomplished in such a manner that only allowable Domestic Sewage can enter the Authority's Sewer System. In the event that unacceptable waters enter the Authority's Sewer System from the Developer's Sewer System prior to the expiration date, the Authority shall have the option of doing the following: (a) the Authority may remove the unacceptable water with the cost of removal to be paid by the Developer upon invoice presented; (b) the Authority may seal the Developer's sewer system to prohibit additional discharge of unacceptable waters into the Authority's system without any resulting liability to the Authority from the Developer or others lawfully using the same (c) the Developer will cause the removal of unacceptable waters immediately upon notice to do so by the Authority; and/or (d) the Developer shall be responsible for and liable for the payment of penal damages and fines as are otherwise

authorized under the laws of the Commonwealth of Pennsylvania. In the event of the Developer's failure to remove the unacceptable waters within the time limits required, then in addition to all other rights of the Authority and obligations and liabilities of the Developer hereunder, Developer will pay the Authority the additional sum of \$100.00/day thereafter as a penal sum by reason of said failure to remove the unacceptable waters. Additionally, the Authority may exercise such other remedies as are permitted to it under its Rules and Regulations, the laws of the Commonwealth and/or the Rules and Regulations of the DEP. The Authority may exercise all or any of the above listed remedies either cumulatively or in the alternative, on each occasion where unacceptable waters enter the Developer's sewer system and thereafter the Authority's sewer system.

In the event the Authority suffers and/or incurs costs or fines by virtue of such entry, then the Authority shall be entitled to reimbursement from the Developer (and Developer's contractor if Developer's contractor is the cause of such entry) upon notice to do so, and the failure on the part of the Developer (and Developer's contractor, if applicable) to make such reimbursement shall be considered a default under this agreement, in which event, the Authority may proceed against the security deposit posted under this agreement, or otherwise exercise any of the rights upon default.

19. It is distinctly understood and agreed that the execution and delivery of this Agreement is contingent upon Developer obtaining the requisite approval from the Municipality with respect to the approval and development of this site, in regard to all matters other than sanitary sewers. In the event that for any reason the approval of the Municipality should not be obtained and upon the parties hereto being so notified in writing, then this Agreement shall be null and void.

20. It is distinctly understood and agreed that the obligations of the Authority hereunder are contingent upon approval of the acceptance of additional sewage flow from the Department of Environmental Resources of the Commonwealth of Pennsylvania and/or the Environmental Protection Agency of the United States of America. By execution of these presents, the Authority does not warrant nor does it represent that sufficient capacity exists in any public sanitary sewer facilities to which the sewers in the plan of Developer contemplated

herein are to be connected. Furthermore, if in the opinion of the Consulting Engineers of the Authority, capacity exists in such public sanitary facilities at the time of execution of these presents, the Authority will not reserve the capacity required for the plan of the Developer contemplated herein beyond one year of the date of execution of these presents. Capacity as used herein shall include capacity to accommodate present connections and connections to which the Authority has committed itself under other Agreements.

21. Developer acknowledges that this Agreement and Developer's rights hereunder are specifically limited to the facilities shown on the Final Approved Construction Drawings dated _____. In no event shall Developer place additional facilities requiring connection to any sanitary sewer facilities upon its ground without first having presented the Authority with flow data and preliminary plans and specifications and the issuance of a sewer connection permit from the Authority. Any building permit issued by any officer in contravention or violation of this covenant shall be deemed conclusively as void and of no effect.

22. This Agreement shall be binding upon and insure to the benefit of the parties hereto, their successors and assigns.

In witness whereof, the parties have hereunto set their hands and seals the day and year first above written.

The Municipal Authority of the City of McKeesport

By: _____ **Date** _____
Chairman

Attest:

Secretary

Developer:

By: _____ **Date** _____

Attest:

Secretary

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APPENDIX C

SPECIFICATIONS FOR THE CONSTRUCTION OF BUILDING LATERAL SANITARY SEWERS

**The Municipal Authority of the City of McKeesport
100 Atlantic Avenue
McKeesport, PA
15132**

**THE MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT
SEWER USE RULES AND REGULATIONS**

APPENDIX C

SPECIFICATIONS FOR THE CONSTRUCTION OF BUILDING LATERAL SANITARY SEWERS

Before you Dig - Pennsylvania Act 187, Underground Utility Line Protection Law of 1996
Requires You Call Pennsylvania One Call 1-800-242-1776

1. **General** – Building lateral sanitary sewer shall include connection to the main sanitary sewer, test tee, running trap with fresh air vent, a grease trap where required, and connection to the building drain. Downspouts, rain conductors, driveway drains, area drains, stair well drains or french drains shall not be connected to the building lateral sanitary sewer.
2. **Application and Permit** - Every premises owner desiring to or required to connect to the Authority sewer system shall first complete and submit a "Sewer Connection Permit Application" (application attached to these specifications), along with the established tap-in fee and obtain a permit from the Authority prior to beginning the installation or connections of any sewer pipe to the Authority sewer system.
3. **Size** - Residential - 4" minimum diameter pipe that is installed to a minimum slope of 1/4" per foot. Commercial - 6" minimum diameter pipe that is installed to a minimum slope of 1/8" per foot.
4. **Materials** - All sewers below floors of building and to a maximum of 5 feet outside the building wall and the building lateral sanitary sewer shall be SDR-35 or Schedule 40 PVC. Four (4) inch building lateral sanitary sewers shall be Schedule 40 PVC pipe with solvent weld joints. Six (6) inch building lateral sanitary sewers shall be SDR-35 PVC pipe with rubber O-ring joints. A running trap with a vent pipe and vent cap shall be installed at the end of the drain as shown. All pipe under the floor and passing through the floor shall be a minimum of 4" unless prior approval is granted by the Authority. The pipe as it exits the building wall shall be installed at a minimum depth of 36". From the trap to the building sewer tap connection, the pipe shall be the same as listed above. Vent pipes and clean-outs are not permitted to be located in driveways, carpaths, walkways or other finished surface areas unless prior approval is granted by the Authority. The vent cap shall be installed 6" above grade to prevent the inflow of water into the sewer line.

Food preparation establishments and other establishments at the discretion of the Authority shall install grease traps of a style and size acceptable to the Authority. Sinks in food preparation areas of these establishments shall also have under-sink grease traps.

5. **Traps, Clean-Outs, Directional Changes and Inspection Ports** – All new building lateral sanitary sewers are required to have an outside trap. Clean-outs, consisting of a wye branch fitting, a curved fitting, riser pipe and a watertight cap are required every 50 feet for residential premises and every 100 feet for commercial premises, or at all directional changes greater than 45 degrees. No 90 degree bends shall be permitted except on an inside vertical end of run. No exceptions. Clean-outs located in lawns, open fields, or other unfinished surface areas, shall be installed 6" above grade and encased in concrete to provide support for the riser pipe. Inspection ports shall be installed in all building lateral sanitary sewer at the property line. The inspection port shall consist of a two way sweeping tee, a riser pipe with a minimum diameter of 6" and a tamper-resistant cap (male end). Traps, clean-outs and inspection ports to be installed as shown on attached detail.
6. **Adapters** - Approved adapters such as donuts or shielded couplings with stainless steel banding clamps by Fernco, Inc., or approved equivalent, may be used to connect pipe joints, reduce 6" pipe to 4" and connect the building drain to the running trap.
7. **Installation** - Before digging the trench, the installer should expose the building sewer tap connection and the building drain. Trench width shall be kept to a minimum width and have uniform slope as near as possible at right angles to the street. Excavate all trenches at least 6" below the bottom of the pipe. Place an aggregate backfill consisting of 2B limestone, maximum of 3/4" gravel size, in the trench to grade of the pipe. Install the pipe keeping any gravel, dirt or water from entering the pipe. Place 12" 2B limestone on top of the pipe ensuring uniform bedding to all sides of the pipe. The remainder of the trench may be backfilled with material from the original excavation. Underground detectable marking tape shall be installed a minimum of two (2) feet above the pipe along the alignment of the building lateral sanitary sewer. Marking tape shall be a minimum of three (3) inches wide, vivid green with foil backing and marked "Gravity Sewer Line" at Gravity Sewers or marked "Intermittent Pressure Sewer" at Force Main Sewers. The marking tape for sewer lines shall be green with a foil back. The sewer line trench shall have a minimum 3 feet horizontal separation and 18" vertical separation from other pipelines such as water service lines, gas lines, french drains or storm sewers. An Authority inspector must be present to visually inspect the backfilling of the sewer lateral trench.
8. **Inspection** - The Authority shall be notified at least 24 hours prior to the inspection of the building drain, building lateral sanitary sewer and related appurtenances. The inspection shall be conducted prior to the connection to the trap, unless the building drain and the building lateral sanitary sewer are to be inspected at the same date, and prior to any backfilling. All lines shall be capped prior to inspection. The inspection shall consist of an air test of 5 lbs. for 15 minutes without any loss of pressure, or a hydrostatic test when no water is lost from a filled building lateral sanitary sewer subjected to a minimum of 10 feet of water head for 15 minutes, a visual inspection of the pipe and the recording of pertinent information relating to the installation of the pipe. Inspection will not be scheduled until

all Applications for Service have been submitted. An as-built plumbing plan shall be submitted to the Authority prior to service being rendered. If the building lateral sanitary sewer does not pass inspection, a fee will be levied and must be paid before re-inspection of the sewer lines will be scheduled.

MACM Detail No. C-1 is included in this Appendix and illustrates the installation and testing of the building lateral sanitary sewer.

9. **Final Connection** - If a completed connection to the building drain is not made at the time of the installation of the building lateral sanitary sewer, a temporary plug shall be solvent welded into the end of the lateral and shall not be removed until such time as the connection is made to the building drain and an Authority Representative is present to visually inspect the final connection and backfilling of the trench.
10. **Final Inspection** - Prior to the issuance of an Occupancy Permit by the Municipality, the Authority will conduct a final inspection of the property to ensure that all sewer facilities located within the property have been installed and maintained in accordance with Authority specifications. The Authority's inspector will complete and sign a Final Inspection Form to be forwarded to Municipality for their subsequent issuance of the Occupancy Permit. Any deficiencies cited during the Final Inspection must be corrected prior to the Authority's release of the Final Inspection Form to Municipality.
11. **Connections to Existing Sewer** – Connection to both the building drain and the building sewer tap connection shall be with a proper fitting specially manufactured for such use and as specified by the Authority. In the event there is no building sewer tap connection available at the required point of connection to the public sewer, the Authority shall be contacted to provide the saddle connection. The work shall then be scheduled with the Authority and the existing line cored and saddle installed by Authority Staff. No “Break-in” connections will be permitted. The replacement of all wye fittings broken by the property owner or his private contractor shall also only be done by the Authority, with the costs of such replacement being borne by the premises owner.
12. **Grinder Pumps** - Grinder pumps for individual sewer service to private premises are used only when gravity service is not available or is not a viable option. The installation of the pump and its operation, maintenance, and power costs are not the responsibility of the Authority, but that of the premises owner.

In general, grinder pump units shall be factory built and tested and shall consist of a grinder pump suitably mounted in a basin constructed of fiberglass or high density polyethylene (HDPE), electrical quick disconnect (NEMA 4X), pump removal system, shut-off valve, anti-siphon valve, and check valve assembled within the basin, remote electrical Alarm/Disconnect Panel, and all necessary internal wiring and controls. The Alarm/Disconnect Panel shall consist of a NEMA 3R, UL listed enclosure suitable for wall or pole mounting. The NEMA 3R enclosure shall be manufactured of thermoplastic to assure corrosion resistance. The Alarm/Disconnect Panel shall include an audio and visual alarm, push-to-run switch, and high level (redundant) pump starting control. Alarm sequence shall be as follows:

1. When liquid level in the sewage wet-well rises above the alarm level, visual and audio alarms will be activated. The contacts on the alarm pressure switch will close. The redundant pump starting system will be energized.
2. The audio alarm may be silenced by means of the externally mounted, push-to-silence button.
3. Visual alarm remains illuminated until the sewage level in the wet-well drops below the "off" setting of the alarm pressure switch.

Visual alarm lamp shall be inside a red fluted lens at least 2-5/8" in diameter and 1-11/16" in height. Visual alarm shall be mounted to the top of the enclosure in such a manner as to maintain NEMA 3R rating.

The audio alarm shall be a printed circuit board in conjunction with an 86 dB buzzer with quick mounting terminal strip mounted in the interior of the enclosure. The audio alarm shall be capable of being de-activated by depressing a push-type switch which is encapsulated in a waterproof silicone boot and mounted on the bottom of the enclosure.

An overflow indicator lamp assembly requiring 120 volts and suitable for remote installation in a standard device box shall be furnished. This indicator shall be mounted on a decorative wall plate 2-3/4" x 4-1/2" and marked "Grinder Pump Monitor." Recommended location of indicator lamp shall be in the kitchen or bathroom and shall be the decision of the homeowner.

END OF APPENDIX C

APPENDIX D

STANDARD FORMS

**The Municipal Authority of the City of McKeesport
100 Atlantic Avenue
McKeesport, PA
15132**

MACM
• THE MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT •

100 Atlantic Avenue, McKeesport, PA 15132 (412) 673-9701, FAX (412) 673-4283
(An Equal Opportunity Employer)

APPLICATION FOR RESIDENTIAL SEWAGE SERVICE CONNECTION

DATE _____

Subject to the Rules and Regulations of the Municipal Authority of the City of McKeesport, which it is agreed, shall form a part of this contract, the undersigned hereby makes application to the Authority for sewage service connection at the premises located at:

LOCATION _____
OWNER: _____ PHONE NO. _____
ADDRESS: _____

The applicant agrees and guarantees to pay the Authority for sewage service at the premises for which this application is submitted in accordance with the rates, terms, conditions, rules, and regulations applicable to this service supplied hereunder, which shall upon date of this application, or at any time during the period the applicant is supplied service as provided for herein, currently in effect and as indicated in the Authority's rate schedule.

Individual Liability For Joint Service: Two or more parties who joint to make application for service shall be jointly and severally liable and shall be sent single periodic bills.

This application is accompanied by a tap-in fee in the amount of \$ _____. This fee becomes the property of the Authority and in no situation will be subject to refund.

The applicant is responsible for obtaining the plumbing permit, if applicable.

Number of EDU's 1 (EDU to be based upon a wastewater flow of ____ gallons per day upon a 24-hour runoff period and rounded to the next highest whole integer.)

\$ _____ Tap-in Fee Paid per EDU

Owner _____ (Signature)

Application Approved and Permit Issued for the Authority By:

Signed _____
Joseph E. Rost, Executive Director

Date: _____ Permit No. _____

MACM
• THE MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT •

100 Atlantic Avenue, McKeesport, PA 15132 (412) 673-9701, FAX (412) 673-4283
(An Equal Opportunity Employer)

APPLICATIONS FOR COMMERCIAL SEWAGE CONNECTION

The applicant agrees and guarantees to pay the Authority for sewage service at the premises for which this application is submitted in accordance with the rates, terms, conditions, rules, and regulations applicable to the service supplied hereunder, which shall, upon date of this application, or at any time during the period the applicant is supplied service as provided for herein, currently in effect and as indicated in the Authority's rate schedule.

Individual Liability for Joint Sewage: Two or more parties who join to make application for services shall be jointly and severally liable and shall be sent single periodic bills.

This application is accompanied by a tapping fee or service fee in the amount of \$_____. This fee becomes the property of the Authority and in no case will be subject to refund.

The applicant is responsible for obtaining the plumbing permit, if applicable.

Number of EDS's _____ (EDU to be based upon a wastewater flow of _____ gallons per day upon a 24 hour runoff period and rounded to the next highest whole interger)

\$_____ Tap-in fee per EDU

Owner _____ (Signature)

Application approved and permit issued:

Signed: _____
Joseph E. Rost, Executive Director

Date: _____

Permit No. _____



100 Atlantic Avenue, McKeesport, PA 15132 Phone 412-673-9701 Fax 412-673-4283
(An Equal Opportunity Employer and Provider)

APPLICATION FOR INSTALLATION OF AN AUXILIARY WATER METER

Date _____

Phone Number _____ Account Number _____

Name _____

Address _____

The person making this application agrees that they will install the auxiliary water meter in accordance with the Rules and Regulations governing the Installation of Auxiliary Water Meters. And that they will purchase the Auxiliary Water Meter from the Sewage Authority and pay for all Service Fees and Reading Fees as required.

Date \$_____ paid for Auxiliary Water Meter _____

Signature _____

An Annual Fee of \$____.00 will be charged to your account at the time of the meter installation.

A \$____.00 fee will charged for each time the Auxiliary Water Meter is read.

For Authority Use

Date Inspection made _____ Id # _____

Brand of Meter _____ Size _____ S/N _____

Meter Location _____

Remote Reader Location _____

Initial Reading _____

Inspector _____

APPENDIX E

**PRE-TREATMENT PERMIT
INFORMATION**

**The Municipal Authority of the City of McKeesport
100 Atlantic Avenue
McKeesport, PA
15132**

APPENDIX E-1

INDUSTRIAL PRE-TREATMENT PERMIT REQUIREMENTS

APPENDIX E-1
INDUSTRIAL PRETREATMENT PERMIT REQUIREMENTS

Part I WASTEWATER DISCHARGE PERMIT APPLICATION

1.1 Wastewater Analysis

When requested by MACM, a user must submit information on the nature and characteristics of its wastewater within sixty (60) days of the request. MACM is authorized to prepare a form for this purpose and may periodically require users to update this information.

1.2 Wastewater Discharge Permit Requirement

- A. No significant industrial user shall discharge wastewater into the POTW without first obtaining a wastewater discharge permit from MACM, except that a significant industrial user that has filed a timely application pursuant to Section 1.3 of this Appendix may continue to discharge for the time period specified therein.
- B. MACM may require other users to obtain wastewater discharge permits as necessary to carry out the purposes of the Rules and Regulations as well as applicable ordinance(s).
- C. Any violation of the terms and conditions of a wastewater discharge permit shall be deemed a violation of the Rules and Regulations as well as applicable ordinance(s) and subjects the wastewater discharge permittee to the sanctions set out in Sections 12.08 through 12.10 of the Rules and Regulations. Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to comply with all Federal and State pretreatment standards or requirements or with any other requirements of Federal, State, and local law.

1.3 Wastewater Discharge Permitting: Existing Connections

Any user required to obtain a wastewater discharge permit who was discharging wastewater into the POTW prior to the effective date of June 14, 2011 and who wishes to continue such discharges in the futures, shall, within sixty (60) days after said date, apply to MACM for a wastewater discharge permit in accordance with Section 1.5 of this document, and shall not cause or allow discharges to the POTW to continue after one hundred twenty (120) days of the effective date except in accordance with a wastewater discharge permit issued by MACM.

1.4 Wastewater Discharge Permitting: New Connections

Any user required to obtain a wastewater discharge permit who proposes to begin or recommence discharging into the POTW must obtain such permit prior to the beginning or recommencing of such discharge. An application for this wastewater discharge permit, in accordance with Section 1.5 of this Appendix, must be filed at least ninety (90) days prior to the date upon which any discharge will begin or recommence.

1.5 Wastewater Discharge Permit Application Contents

All users required to obtain a wastewater discharge permit must submit a permit application. MACM may require all users to submit as part of an application the following information:

- A. All information required by Section 3.1 (B) of this document;
- B. Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;
- C. Number and type of employees, hours of operation, and proposed or actual hours of operation;
- D. Each product produced by type, amount, process or processes, and rate of production;
- E. Type and amount of raw materials processed (average and maximum per day);
- F. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;
- G. Time and duration of discharges; and
- H. Any other information as may be deemed necessary by MACM to evaluate the wastewater discharge permits application.

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

1.6 Application Signatories and Certification

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

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

1.7 Wastewater Discharge Permit Decisions

MACM will evaluate the data furnished by the user and may require additional information. Within sixty (60) days of receipt of a complete wastewater discharge permit application, MACM will determine whether or not it issues a wastewater discharge permit. MACM may deny any application for a wastewater discharge permit.

Part II - WASTEWATER DISCHARGE PERMIT ISSUANCE PROCESS

2.1 Wastewater Discharge Permit Duration

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

2.2 Wastewater Discharge Permit Contents

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

- A. Wastewater discharge permits must contain:
 - (1) A statement that indicates wastewater discharge permit duration, which in no event shall exceed five (5) years;
 - (2) A statement that the wastewater discharge permit is nontransferable without prior notification to MACM in accordance with Section 2.5 of this Appendix, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;
 - (3) Effluent limits based on applicable pretreatment standards;
 - (4) Self monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law; and
 - (5) A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.
- B. Wastewater discharge permits may contain, but need not be limited to, the following conditions:
 - (1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for slow regulation and equalization;

- (2) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;
- (3) Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non routine discharges;
- (4) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;
- (5) The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the POTW;
- (6) Requirements for installation and maintenance of inspection and sampling facilities and equipment;
- (7) A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State pretreatment standards, including those which become effective during the term of the wastewater discharge permit; and
- (8) Notification of facility changes that impact the potential for a slug discharge and other conditions as deemed appropriate by MACM to ensure compliance with the Rules and regulations and all applicable ordinance(s), and State and Federal laws, rules, and regulations.

2.3 Wastewater Discharge Permit Appeals

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

- A. Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal.
- B. In its petition, the appealing party must indicate the wastewater discharge permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the wastewater discharge permit.

- C. The effectiveness of the wastewater discharge permit shall not be stayed pending the appeal.
- D. If MACM fails to act within sixty (60) days, a request for reconsideration shall be deemed to be denied. Decisions not to reconsider a wastewater discharge permit, not to issue a wastewater discharge permit, or not to modify a wastewater discharge permit shall be considered final administrative actions for purposes of judicial review.
- E. Aggrieved parties seeking judicial review of the final administrative wastewater discharge permit decision must do so by filing a complaint with the Allegheny County Court of Common Pleas.

2.4 Wastewater Discharge Permit Modification

MACM may modify a wastewater discharge permit for good cause, including, but not limited to, the following reasons:

- A. To incorporate any new or revised Federal, State, or local pretreatment standards or requirements;
- B. To address significant alterations or additions to the user's operation, processes, or wastewater volume or character since the time of wastewater discharge permit issuance;
- C. A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;
- D. Information indicating that the permitted discharge poses a threat to MACM's POTW, MACM personnel, or the receiving waters;
- E. Violation of any terms or conditions of the wastewater discharge permit;
- F. Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or any required reporting;
- G. Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13;
- H. To correct typographical or other errors in the wastewater discharge permit; or
- I. To reflect a transfer of the facility ownership or operation to a new owner or operator.

2.5 Wastewater Discharge Permit Transfer

Wastewater discharge permits may be transferred to a new owner or operator only if the permittee gives at least sixty (60) days advance notice to MACM and MACM approves the wastewater discharge permit transfer. The notice to MACM must include a written certification by the new owner or operator which:

- A. States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;
- B. Identifies the specific date on which the transfer is to occur; and
- C. Acknowledges full responsibility for complying with the existing wastewater discharge permit.

Failure to provide advance notice of a transfer renders the wastewater discharge permit void as of the date of facility transfer.

2.6 Wastewater Discharge Permit Revocation

MACM may revoke a wastewater discharge permit for good cause, including, but not limited to, the following reasons:

- A. Failure to notify MACM of significant changes to the wastewater prior to the changed discharge;
- B. Failure to provide prior notification to MACM of changed conditions pursuant to Section 3.5 of this Appendix;
- C. Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;
- D. Falsifying self-monitoring reports;
- E. Tampering with monitoring equipment;
- F. Refusing to allow MACM timely access to the facility premises and records;
- G. Failure to meet effluent limitations;
- H. Failure to pay fines;
- I. Failure to pay sewer charges;

- J. Failure to meet compliance schedules;
- K. Failure to complete a wastewater survey or the wastewater discharge permits application;
- L. Failure to provide advance notice of the transfer of business ownership of a permitted facility; or
- M. Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or applicable Rules and Regulations and ordinance(s).

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

2.7 Wastewater Discharge Permit Reissuance

A user with an expiring wastewater discharge permit shall apply for wastewater discharge permit reissuance by submitting a complete permit application, in accordance with Section 1.5 of this Appendix, a minimum of one hundred eighty (180) days prior to the expiration of the user's existing wastewater discharge permit.

2.8 Regulation of Waste Received from Other Jurisdictions

- A. If another municipality, or user located within another municipality, contributes wastewater to the POTW, MACM shall enter into an intermunicipal agreement with the contributing municipality.
- B. Prior to entering into an agreement required by paragraph A, above, MACM shall request the following information from the contributing municipality:
 - (1) A description of the quality and volume of wastewater discharged to the POTW by the contributing municipality;
 - (2) An inventory of all users located within the contributing municipality that are discharging to the POTW; and
 - (3) Such other information as MACM may deem necessary.
- C. An intermunicipal agreement, as required by Paragraph A. above, shall contain the following conditions:

- (1) A requirement for the contributing municipality to adopt a sewer use ordinance which is at least as stringent as the Authority's Rules and Regulations and local limits which are at least as stringent as those set out in Section 12.05 of the Rules and Regulations. The requirement shall specify that such ordinance and limits must be revised as necessary to reflect changes made to MACM's Rules and Regulations, ordinance(s) or local limits;
- (2) A requirement for the contributing municipality to submit a revised user inventory on at least an annual basis;
- (3) A provision specifying which pretreatment implementation activities, including wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing municipality; which of these activities will be conducted by MACM; and which of these activities will be conducted jointly by the contributing municipality and MACM;
- (4) A requirement for the contributing municipality to provide MACM with access to all information that the contributing municipality obtains as part of its pretreatment activities;
- (5) A provision ensuring MACM access to the facilities of users located within the contributing municipality's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by MACM.

Part III - REPORTING REQUIREMENTS

3.1 Baseline Monitoring Reports

- A. Within either one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6 (a) (4), whichever is later, existing categorical users currently discharging to or scheduled to discharge to the POTW shall submit to MACM a report which contains the information listed in paragraph B, below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become categorical user subsequent to the promulgation of an applicable categorical standard, shall submit to MACM a report which contains the information listed in paragraph B, below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.
- B. Users described above shall submit the information set forth below.
- (1) Identifying Information The name and address of the facility, including the name of the operator and owner.
 - (2) Environmental Permits A list of any environmental control permits held by or for the facility.
 - (3) Description of Operations A brief description of the nature, average rate of production, and standard industrial classifications of the operation(s) carried out by such user. This description shall include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.
 - (4) Flow Measurement Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in 40 CFR 403.6 (e).
 - (5) Measurement of Pollutants
 - (a) The categorical pretreatment standards applicable to each regulated process as well as documentation required by the standard or the Authority demonstrating compliance with best management practices for any pretreatment practices.

(b) The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by MACM, of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long-term average concentrations, or mass, where required, shall be reported. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 3.10 of this Appendix.

(c) Sampling must be performed in accordance with procedures set out in Section 3.11 of this Appendix.

(6) Certification A statement, reviewed by the user's authorized representative and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.

(7) Compliance Schedule If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in Section 3.2 of this Appendix.

(8) Signature and Certification All baseline monitoring reports must be signed and certified in accordance with Section 1.6 of this Appendix.

3.2 Compliance Schedule Progress Reports

The following conditions shall apply to the compliance schedule required by Section 3.1 (B) (7) of this Appendix:

- A. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);

- B. No increment referred to above shall exceed nine (9) months;
- C. The user shall submit a progress report to MACM no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and
- D. In no event shall more than nine (9) months elapse between such progress reports to MACM.

3.3 Reports on Compliance with Categorical Pretreatment Standard Deadline

Within ninety (90) days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to such pretreatment standards and requirements shall submit to MACM a report containing the information described in Section 3.1 (B) (4-6) of this Appendix. For users subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR 403.6(c), this report shall contain a reasonable measure for the user's long-term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 1.6 of this Appendix.

3.4 Periodic Compliance

- A. All significant industrial users shall, at a frequency determined by MACM but in no case less than twice per year (in June and December unless otherwise specified in the user's permit), submit a report indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the user is subject to an applicable best management practice, the user shall submit documentation required by the applicable standard or by the Authority necessary to determine compliance by the user. All periodic compliance reports must be signed and certified in accordance with Section 1.6 of this Appendix.
- B. All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at

all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

- C. If a user subject to the reporting requirement in this section monitors any pollutant more frequently than required by MACM, using the procedures prescribed in Section 3.11 of this Appendix, the results of this monitoring shall be included in the report.

3.5 Reports of Changed Conditions

Each user must notify MACM of any planned significant changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater at least ninety (90) days before the change. This also includes any existing controls that can impact the potential for a slug discharge.

- A. MACM may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 1.5 of this Appendix.
- B. MACM may issue a wastewater discharge permit under Section 1.7 of this Appendix or modify an existing wastewater discharge permit under Section 1.5 of this Appendix in response to changed conditions or anticipated changed conditions.
- C. For purposes of this requirement, significant changes include, but are not limited to, slow increases of twenty percent (20%) or greater, and the discharge of any previously unreported pollutants.

3.6 Reports of Potential Problems

- A. In the case of any discharge, including, but not limited to, accidental discharges, discharges of non routine, episodic nature, a non customary batch discharge, slug load, or any facility changes that may cause potential problems for the POTW, the user shall immediately telephone and notify MACM of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.
- B. Within five (5) days following such discharge, the user shall, unless waived by MACM, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be

incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to the Rules and regulations inclusive of this Appendix.

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

3.7 Reports from Unpermitted Users

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

3.8 Notice of Violation/Repeat Sampling and Reporting

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

3.9 Notification of the Discharge of Hazardous Waste

- A. Any user who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the user discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the user: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month, and an estimation of the mass of constituents in the waste stream expected to be discharged during the following twelve (12) months. All notifications must take place no later than one hundred eighty (180) days after the

discharge commences. Any notifications under this paragraph need to be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be submitted under Section 3.5 of this Appendix. The notification requirement in this section does not apply to pollutants already reported by users subject to categorical pretreatment standards under the self-monitoring requirements of Sections 3.1, 3.3, and 3.4 of this Appendix.

- B. Discharges are exempt from the requirements of paragraph A, above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of non acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the user discharges more than such quantities of any hazardous waste do not require additional notification.
- C. In the case of any new regulations under Section 3001 of RCRA identifying additional characteristics hazardous waste or listing any additional substance as a hazardous waste, the user must notify MACM, the EPA Regional Waste Management Division Director, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.
- D. In the case of any notification made under this section, the user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.
- E. This provision does not create a right to discharge any substance not otherwise permitted to be discharged by the Rules and Regulations, a permit issued there under, or any applicable Federal or State law.

3.10 Analytical Requirements

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

3.11 Sample Collection

- A. Except as indicated in Section B, below, the user must collect wastewater samples using flow proportional composite collection techniques unless time proportional composite or grab sampling techniques are authorized by the Authority. In addition, grab samples may be required to show compliance with instantaneous discharge limits.
- B. Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

3.12 Timing

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

3.13 Record Keeping

Users subject to the reporting requirements of the Rules and Regulations inclusive of this Appendix shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by the Rules and Regulations and additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the date analyses were performed; who performed the analyses; the analytical techniques or methods used; the results of such analyses; and records identifying compliance with best management practices for pretreatment requirements as applicable. These records shall remain available for a period of at least five (5) years. The same records shall be retained by the MACM for the same period of time. This period shall be automatically extended for the duration of any litigation concerning the user of MACM, or where the user has been specifically notified of a longer retention period by MACM.

Part IV - COMPLIANCE MONITORING

4.1 Right of Entry: Inspection and Sampling

MACM shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of the Rules and Regulations and any wastewater discharge permit or order issued hereunder. User shall allow MACM ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

- A. Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, MACM will be permitted to enter without delay for the purposes of performing specific responsibilities.
- B. MACM shall have the right to set up on the user's property, or require installations of, such devices as are necessary to conduct sampling and/or metering of the user's operations.
- C. MACM may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense. All devices used to measure wastewater flow and quality shall be calibrated to ensure their accuracy.
- D. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of MACM and shall not be replaced. The costs of clearing such access shall be borne by the user.
- E. Unreasonable delays in allowing MACM access to the user's premises shall be a violation of the Rules and Regulations.

Part V - CONFIDENTIAL INFORMATION

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

APPENDIX E-2

ENFORCEMENT RESPONSE PLAN

APPENDIX E-2

ENFORCEMENT RESPONSE PLAN

of the Municipal Authority of the City of McKeesport,
County of Allegheny, Pennsylvania;
a Publicly Owned Treatment Works

Revised on March 9, 2005
Revised June 2011
Revised and Adopted September 2015

Purpose

This Plan is to protect the Sewage Disposal Works and the environment from the adverse impact that may occur when toxic wastes are discharged into the System by establishing enforcement actions in accordance with the executed Sewage Service Agreements and the Adopted Ordinances of the ten (10) participating Communities.

DEFINITIONS

ADMINISTRATIVE ORDER	-	A written order requiring compliance with the standards and requirements developed in accordance with the General Pretreatment Regulations to be accompanied by a compliance schedule.
CIVIL ACTION	-	A lawsuit filed against violators to obtain a Court Order requiring action and/or monetary damages.
CRIMINAL INVESTIGATION	-	Information filed with the State or Federal Law Enforcement Agencies which may lead to criminal prosecution.
HARM	-	A discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons; that threatens to interfere with the operation of the POTW or presents an endangerment to the environment.
ISOLATED	-	An unintentional, infrequent violation of discharge.
NOTICE OF VIOLATION	-	a written and official communication of a violation.
PHONE CALL	-	Informal oral communication advising the noncompliant industrial user of a violation.
PUBLISH IN LOCAL PAPER	-	Public notice of violation by a noncompliant industrial user.

DEFINITIONS (cont.)

- SIGNIFICANT VIOLATION - Significant noncompliance as defined in the most recent or current version of the Ordinance Establishing Pretreatment Standards and Regulation for Users of the Municipal Authority of the City of McKeesport Sewage Disposal System.
- ESTABLISHING PRETREATMENT STANDARDS AND REGULATION FOR USERS OF THE MUNICIPAL AUTHORITY OF THE CITY OF MCKEESPORT SEWAGE DISPOSAL SYSTEM
- SPELL PREVENTION PLAN - Written procedure submitted by industrial user to insure there is no reoccurrence of accidental spill.
- TERMINATION OF SERVICE - A physical severance of the sewer connection of a noncompliant industrial user.

INSTANCES OF NONCOMPLIANCE

NONCOMPLIANCE	NATURE OF VIOLATION	ENFORCEMENT RESPONSE	PERSONNEL
1. Unpermitted Discharge	Industrial unit unaware of requirement; no harm to POTW / environment	Phone call, notice of violation with application form, compliance schedule	Pre-Treatment Coordinator / Operations Manager
	Industrial unit unaware of requirement; harm to POTW / environment	Administrative Order, application form, compliance schedule	Executive Director
	Failure to apply for permit after notice by the POTW	Civil Action, Criminal Investigation, terminate service	Executive Director
2. Illegal Discharge	No harm to the POTW/environment	Administrative Order	Executive Director
	Discharge causes harm to POTW/environment	Civil Action	Executive Director
	Evidence of intent or negligence	Civil Action, Criminal Investigation	Executive Director
	Recurring intentional violation of an Administrative Order	Terminate service, Criminal Investigation	Executive Director
3. Non-permitted Discharge (Failure to Renew)	Industrial unit has not submitted an application within 10 days of due date	Phone call, notice of violation	Pre-Treatment Coordinator / Operations Manager

NONCOMPLIANCE	NATURE OF VIOLATION	ENFORCEMENT RESPONSE	PERSONNEL
4. Accidental Spill or Changed Discharge	Failure to notify POTW	Notice of violation, Accidental Spill Prevention Plan	Pre-Treatment Coordinator / Operations Manager
	No harm to the POTW / environment	Notice of violation, Accidental Spill Prevention Plan	Pre-Treatment Coordinator / Operations Manager
	Harm to the POTW/ environment	Notice of violation, Accidental Spill Prevention Plan, costs, Civil Action	Executive Director
	Repeated failure to report spills or changed discharges	Administrative Order, Civil Action, Criminal Investigation, Termination of Service	Executive Director
	Repeat Spills	Civil Actions, Criminal Investigation, Termination of Service	Executive Director
5. Entry Denial	Entry denied or consent withdrawn Copies of record denied	Obtain warrant and return to industrial unit, Civil Action	Executive Director
6. Waste Steams are diluted in lieu of treatment	Initial violation	Administrative Order with fine not to exceed \$25,000.00	Executive Director
	Recurring incidents	Administrative Order with fine not to exceed \$25,000.00, Civil Action, Criminal Investigation, Termination of Service	Executive Director

NONCOMPLIANCE	NATURE OF VIOLATION	ENFORCEMENT RESPONSE	PERSONNEL
7. Failure to mitigate Non-compliance or halt production	No harm to the POTW / environment	Notice of Violation	Pre-Treatment Coordinator / Operations Manager
	Harm to the POTW / environment	Administrative Order with fine not to exceed \$25,000.00, Civil Action	Executive Director
8. Failure to properly operate and maintain Pre-treatment Facility	No harm to the POTW / environment	Notice of Violation	Pre-Treatment Coordinator / Operations Manager
	Harm to the POTW / environment	Administrative Order with fine not to exceed \$25,000.00, Civil Action	Executive Director
9. Exceedance of permitted limits or Best Management Practices Violations		Administrative Order with fine not to exceed \$25,000.00, Prevention Plan	Pre-Treatment Coordinator / Operations Manager
	Isolated – significant – no harm to the POTW / environment	Administrative Order with fine not to exceed \$25,000.00, Civil Action	Executive Director
	Significant noncompliance after 6 months	Administrative Order with fine not to exceed \$25,000.00, Civil Action	Executive Director
	Significant noncompliance after 12 months	Publish in local paper, Administrative Order with fine not to exceed \$25,000.00, civil action, termination of service	Executive Director

NONCOMPLIANCE	NATURE OF VIOLATION	ENFORCEMENT RESPONSE	PERSONNEL
9. Exceedance of permitted limits (continued)	Significant noncompliance recurring	Civil Action, Criminal investigation, Termination of Service	Executive Director
10. Reporting Violations	Report is improperly signed or certified	Notice of violation	Pre-Treatment Coordinator / Operations Manager
	Report is improperly signed or certified after notice by the POTW	Administrative Order with fine not to exceed \$25,000.00	Executive Director
	Reports less than 30 days late	Phone Call	Pre-Treatment Coordinator / Operations Manager
	Reports 30 days or more late	Administrative Order with fine not to exceed \$25,000.00	Executive Director
	Reports are always late or no reports at all	Administrative Order with fine not to exceed \$25,000.00, Civil action	Executive Director
	Falsification – reports, information, sampling data	Civil Action, Criminal Investigation, Termination of Service	Executive Director
	Omission of data on reports	Phone Call	Pre-Treatment Coordinator / Operations Manager
	Recurring incidents of data omission on reports	Phone call, notice of violation	Pre-Treatment Coordinator / Operations Manager

NONCOMPLIANCE	NATURE OF VIOLATION	ENFORCEMENT RESPONSE	PERSONNEL
10. Reporting Violations (continued)	Inadequate recordkeeping	Notice of violation	Pre-Treatment Coordinator / Operations Manager
	Recurring incidents of inadequate recordkeeping	Administrative Order with fine not to exceed \$25,000.00, Civil action	Executive Director
11. Monitoring Violations	Failure to install monitoring equipment - less than 30 days	Phone call, notice of violation	Pre-Treatment Coordinator / Operations Manager
	Failure to install monitoring equipment - delay of 30 days or more	Administrative Order with fine not to exceed \$25,000.00	Executive Director
	Recurring, failure to install monitoring equipment	Administrative Order with fine not to exceed \$25,000.00, Civil Action, Criminal Investigation, Termination of Service	Executive Director
	Failure to monitor all pollutants as required by permit	Phone call, notice of violation	Pre-Treatment Coordinator / Operations Manager
	Recurring, failure to monitor for all pollutants as required by permit	Administrative Order with fine not to exceed \$25,000.00, Civil Action	Executive Director
	Improper sampling procedures	Notice of violation	Pre-Treatment Coordinator / Operations Manager
	Recurring, failure to use proper sampling procedures	Civil Action, Criminal Investigation	Executive Director

NONCOMPLIANCE	NATURE OF VIOLATION	ENFORCEMENT RESPONSE	PERSONNEL
11. Monitoring Violations (continued)	Failure to report additional monitoring	Notice of violation, Civil action	Executive Director
	Recurring, failure to report additional monitoring	Administrative Order with fine not to exceed \$25,000.00, Civil Action	Executive Director
12. Compliance Schedule(s) (In Permit)	Missed milestone by less than 30 days, or will not affect final milestone	Notice of Violation	Pre-Treatment Coordinator / Operations Manager
	Missed milestone by more than 30 days, or will affect final milestone (good cause for delay)	Administrative Order with fine not to exceed \$25,000.00	Executive Director
	Missed milestone by more than 30 days, or will affect final milestone (no good cause for delay)	Administrative Order with fine not to exceed \$25,000.00, Civil Action, Criminal Investigation, Termination of Service	Executive Director
	Missed final milestone by less than 30 days – significant non-compliance	Publish in local paper, Civil Action	Executive Director
	Missed final milestone by 30 days or more – significant non-compliance (good cause for delay)	Publish in local paper, Administrative Order with fine not to exceed \$25,000.00, Civil Action, Criminal Investigation	Executive Director
	Missed final milestone by 30 days or more – significant non-compliance (no good cause for delay)	Publish in local paper, Administrative Order with fine not to exceed \$25,000.00, Civil Action, Criminal Investigation, Termination of Service	Executive Director

NONCOMPLIANCE	NATURE OF VIOLATION	ENFORCEMENT RESPONSE	PERSONNEL
12. Compliance Schedule(s) (In Permit) (continued)	Recurring violation or violation of a schedule in an Administrative Order	Civil Action, Criminal Investigation, Termination of Service	Executive Director