

RULES & REGULATIONS FOR SEWERAGE SERVICE

**GREENFIELD TOWNSHIP SEWER AUTHORITY
111 Lake View Drive
Greenfield Township, PA 18407**

EFFECTIVE 26 September 2019

It is our pleasure to welcome you as a Greenfield Township Sewer Authority (GTSA) wastewater customer. We look forward to providing prompt, reliable service.

Our professional staff is available at the GTSA Offices located at 111 Lakeview Ave Greenfield Township PA 18407 or twenty-four hours each day, seven days per week with normal business hours of 8:00 a.m. - 12:00 p.m., Monday through Friday. Inquiries should be directed to our customer service representative by telephone at 570-222-4889 or by email at gtsa.secretary1@gmail.com. After-hour emergencies may be reported by calling 570-222-4888.

Visit our website at <https://www.greenfieldtownshipsewer.org>

To help us better serve you, please be familiar with the location of sewer facilities on your property, and be sure that they are readily accessible.

We will strive to be responsive to your needs and look forward to serving you. Should you want more information about GTSA, or your wastewater service, please feel free to call us. General information is also provided at the Authority's website - <https://www.greenfieldtownshipsewer.org>

RULES & REGULATIONS FOR SEWERAGE SERVICE

1. DEFINITIONS

- a. Applicant: A person who applies for Service.
- b. Authority: Greenfield Township Sewer Authority ("GTSA"), Lake View Drive, Greenfield Township, PA 18407.
- c. Authority Lateral: The pipe from the sewer main to a point at or near the street right-of-way line.
- d. BOD (5-day Biochemical Oxygen Demand): the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20° centigrade, expressed as a concentration of mg/l measured analytically according to prescribed standard methods.
- e. Capital Recovery Charges: The up-front charges, set forth in the *Schedule of Wastewater Rates and Charges*, including Connection, Customer Facilities and Tapping Fees.
- f. Connection Fee: The fee established in §7.1 herein which is based on the cost of connecting to the Authority sewer main and extending the Authority Lateral to the property line.
- g. Customer: Any person who receives Service from the System.
- h. Customer Lateral: The pipe connecting the Authority Lateral to the premises.
- i. Extension of Service: Providing facilities that connect to the System for one or more premises not previously connected.
- j. General Specifications for Sanitary Sewer Construction: The Authority's published standard specifications that outline materials, methods of installation, and testing requirements.

- k. Lien Administration Fee: The fee established herein representing the Authority's administrative costs resulting from the filing of a municipal lien due to a customer's failure to make timely payment of service charges.
- l. Main: A pipeline in a street or right-of way, suitable for the connection of a lateral.
- m. Main Extension: Extension of Service requiring additional main construction.
- n. Non-sufficient Funds (NSF) Fee: A fee charged if a customer's check is returned by the bank for insufficient funds, closed account or other such reasons, established herein and set forth in the Authority's *Schedule of Wastewater Rates and Charges*.
- o. Person: An individual, family, household, partnership, company, corporation, association, corporate political body, joint ownership, or any other entity capable of functioning in the context used herein.
- p. Plan Review Deposit: A deposit to fund Authority administrative, engineering, legal and other justifiable expenses incurred in the review of preliminary or final plans submitted for new Service.
- q. Plan Review Fee: A fee to reimburse the Authority for administrative, engineering, legal and other related expenses incurred in the review of sketch plans submitted for new Service.
- r. Premises: A single billable premises shall be the property, building or other site to which Service is furnished, comprising, but not limited to the following:
 - (1) a building under one roof occupied by one person; or
 - (2) a nonresidential building under one roof occupied by more than one person; or
 - (3) each combination of nonresidential buildings owned, or leased and occupied, by one person and served by a single Authority Lateral; or
 - (4) each side of a double house, or each townhouse or condominium unit, each apartment, or each trailer site; or
 - (5) such other situations as the Authority shall deem applicable.

- s. Pretreatment Plant: The facility constructed by GTSA which is located at the corner of Legislative Route 247 and Lakeview Drive in Greenfield Township.
- t. Property Owner or Owner: The person(s) in whose name the property is deeded.
- aa. Schedule of Wastewater Rates and Charges: Schedules of user charges, fees and capital recovery charges titled *Schedule of Wastewater Rates and Charges* and adopted by the Authority for various sections of the System.
- bb. Service: (1) Providing or readiness to provide for the collection of wastewater for any premises or any services in connection therewith; and/or (2) any installation or improvement or change in the Customer Lateral or the System facilities at the customer's request or as required by the Authority; and/or (3) any Authority activities related thereto.
- cc. Service Initiation Fee: A fee, set forth in the *Schedule of Wastewater Rates and Charges*, to defray the labor and administrative costs associated with the establishment of a new sewer account.
- dd. Service Restoration Charge: A charge is established herein for restoring Service to a premises which has had Service terminated or discontinued, as set forth in the *Schedule of Wastewater Rates and Charges*.
- ee. Site Visit Charge: A charge for Authority personnel to visit a customer's property established herein and set forth in the *Schedule of Wastewater Rates and Charges*.
- ff. Site Revisitation Charge: A charge is established herein and set forth in the Schedule of Wastewater Rates and Charges, to recover the Authority's costs for a return visit due to inadequate preparation or follow through by the party requesting the appointment.
- gg. Suspended Solids: the quantity of solid particles that float on the surface of, or are suspended in, sewage flows, measured analytically according to prescribed standard methods.
- hh. System: All facilities owned and/or operated by the Authority, along with acquired property interests, used for collecting, pumping, transporting, treating and/or disposing of sewage, except the Pretreatment Plant.
- ii. Tapping Fee: A fee by a new customer contributing its fair share of the Authority's cost of constructing the existing System which was available for the new customer's connection and use.
- jj. Tenant: A person who leases or rents a premises.
- kk. TKN (Total Kjeldahl Nitrogen): the quantity of both organic nitrogen and ammonia whereby the organically-bound, reduced nitrogen can be determined after a digestion which converts the nitrogen in those compounds to ammonia and is then measured analytically according to prescribed standard methods.

2. APPLICATION FOR SERVICE

- a. G TSA Wastewater Systems Application and Contract: Application for service and procedures for obtaining such service shall be in accordance with the provisions of these Rules and Regulations, as well as any applicable memoranda of understanding or other guidance documents that are developed by management staff independently or in collaboration with the G TSA Board.
- b. Contract established with service: The provision of Service to a property by the Authority shall constitute the contractual relationship between the Authority and the customer based upon the terms set out in these *Rules & Regulations for Sewerage Service*, as well as any other applicable Authority policies.

- c. Premises with Tenant: The property owner is responsible to submit an application for Service whenever a premises is occupied by a tenant or there is any change in tenancy. The owner may give written permission for the Authority to bill the tenant directly; however, the Authority will determine if such billing arrangement is acceptable, and if acceptable, the property owner shall retain ultimate responsibility for all bills for Service provided to the premises.
- d. Industrial and commercial customers: Federal law and regulation require that certain industrial and commercial dischargers to public sanitary sewer systems must establish pretreatment of their waste if certain pollutants are present in their wastewater discharge.

3. CONDITIONS OF SERVICE

- a. Service to Another Premises: Service may not be extended by a customer from the customer's premises to any other premises.
- b. Authority Lateral: The Authority Lateral shall run perpendicular to the adjacent property or right-of-way line extending from the sewer main directly toward the building. If an Authority Lateral does not exist, the customer may also construct it rather than have the Authority do so and be reimbursed by lowered Tapping and Connection Fees. The Authority is responsible for maintenance of its lateral. The Authority may, solely at its option, provide a single lateral for more than one premises, with branches for each premises.
- c. Customer Lateral: The customer shall construct the Customer Lateral to Authority standards, from the end of the Authority Lateral to the inside wall of the premises. The customer is responsible for maintenance of the Customer Lateral.
- d. System Facilities Prohibition: No person other than Authority personnel shall handle, operate or enter any of the System facilities, including manholes, cleanouts, pumps, etc. except with the written permission of the Authority.

4. GENERAL REGULATIONS

- a. After connection to the System, all sewage from a premises shall be discharged to the System, subject to such restrictions established herein; the provisions established to administer federal industrial pretreatment programs to applicable industrial and commercial users; and all other conditions imposed by municipal or regulatory entities.
- b. Upon connection to the System, any sewage disposal system then in existence shall be dealt with in accordance with municipal requirements and at property owner's expense.
- c. No person shall make connection of roof downspouts, floor drains, exterior foundation drains, area drains or other sources of drainage directly or indirectly to the System. Where existing surface water or roof drains are connected to the System, they shall be removed within thirty (30) days of receipt of a notice from the Authority to remove such connection. In the event such connection is not removed, the Authority shall cause such connection to be removed at the property owner's expense.
- d. No person or premises shall discharge or cause to be discharged into the System, any of the following:
 - (1) stormwater, surface water, groundwater, or drainage;
 - (2) gasoline, benzene, fuel oil, paint products or other flammable or explosive liquids;
 - (3) unground garbage or efflux from mechanical garbage grinders not meeting Authority standards; and
 - (4) ashes, cinders, sand and mud, straw, shavings, metals, glass, rags, feathers, tar, plastics, wood, bentonite, lye, building materials, rubber, hair, grease, manure, bones, leather, porcelain, china, ceramic wastes or other substances capable of obstructing the System.

The above list of unacceptable discharges shall apply to all residential, commercial and industrial discharges to the System and is supplemented by requirements listed in the current GTSA sewage and industrial wastes ordinance, when the sewage is ultimately treated at the treatment plant and Authority sewage rules and regulations.

- e. In addition, only domestic strength waste may be discharged to any System where the sewage is not ultimately treated at the GTSA treatment plant; domestic strength discharge has an assumed average strength (based upon averaging the results of 24-hour composite samples taken on seven consecutive days) with the following parameters:

BOD - 250 ppm
TSS - 275 ppm
TKN - 35 ppm

- (1) It shall be the property owner's responsibility to lower any wastewater discharges that are in excess of these domestic strength limitations immediately upon knowledge of exceeding the limitations or notice from the Authority, whichever occurs first.
 - (2) If it is impossible or impractically difficult for the property owner to reduce the strength of its discharge, the property owner shall provide written notice to the Authority of such situation and request that the Authority take action to accept the property owner's strength. If the Authority determines it is possible and the Authority is willing to accept such waste, the property owner shall be solely responsible to compensate the Authority for the additional capital and operating expenses the Authority incurs to handle the property owner's exceptional strength waste discharge.
 - (3) Penalties for exceeding the domestic strength limitations are set forth in §8.b. If the property owner discharges wastewater in excess of the strength limitations set forth in this Agreement which result in actual direct damages to the Authority owned or operated wastewater system, the property owner shall be responsible for such damages in addition to such penalties to the extent that such direct damages are directly attributable to such excess discharges by the property owner.
- f. No provision in these *Rules & Regulations* shall be interpreted to deny the Authority, solely at its option, the ability to accept wastewater exceeding parameters established herein or by federal, state or local government regulations from facilities upstream of the Pretreatment Plant if after treatment at the Pretreatment Plant any such parameters are then met.
- g. Leakage directly or indirectly to the System by unrepaired leaks or by wilful action is unacceptable. Where such leakage exists and is within a property owner's control, it shall be repaired or remedied by the owner within thirty (30) days of receipt of a notice from the Authority to do so. However, where the Authority's system is endangered from unrepaired leaks or by wilful action, the owner shall immediately effect repairs upon receipt of a notice from the Authority to do so. In the event there is not such timely repair or remedy, the Authority shall cause such repair or remedial work to be performed at the property owner's expense.

5. CONNECTIONS/CUSTOMER LATERALS

- a. No person shall uncover, connect with, make any opening into or use, alter or disturb, any portion of the System without first making application for connection, paying all applicable fees and charges, and receiving approval from the Authority. For commercial and industrial users, an application for an *Industrial Waste Discharge Permit* must also be submitted and approved. Such applications shall be made on forms provided by the Authority.
- b. All connections to the System and installation of any Authority or Customer Lateral from any premises shall be accomplished in conformance with all applicable policies,

rules, regulations, and specifications of the Authority, including the *General*

Specifications for Sanitary Sewer Construction. In the absence of provisions in the *General Specifications for Sanitary Sewer Construction*, or in amplification thereof, the materials and procedures set forth in appropriate specifications of the American Society of Testing Materials and the Water Pollution Control Federation *Manual of Practice* shall apply.

- c. Only persons properly approved by the Authority shall be permitted to make Authority or Customer Lateral installations.
- d. Except as otherwise approved by the Authority, each premises shall be connected separately and independently to a main by means of a Customer Lateral and Authority Lateral.
- e. All costs and expenses of construction of a Customer Lateral and Authority Lateral as well as all costs and expenses of connection of the same to the System, including testing and inspection, shall be borne by the property owner. The property owner shall indemnify the municipality and the Authority from all loss or damage that may be occasioned, directly or indirectly, as a result of construction or connection of an Authority or Customer Lateral to the System.
- f. Where an owner of premises proposes to connect to the System, the existing sewer line may be cut on the structure side of any sewage disposal system or device and, with proper fittings, such existing sewer line may be connected to a Customer Lateral. All existing sewer lines must be inspected and pressure-tested to point of connection to the building, and if there are any pressure leaks, these lines must be uncovered and repaired.
- g. Every Customer Lateral shall be maintained in a sanitary and safe operating condition by the property owner at the owner's expense. If any person shall fail or refuse, upon receipt of a written notice of the Authority, to remedy any unsatisfactory condition with respect to a Customer Lateral within ten (10) days of receipt of such notice (unless notification by the Authority states a different time period based upon the severity of the situation), the Authority may:
 - refuse to permit such person to discharge into the System until such unsatisfactory condition is remedied to the satisfaction of the Authority, or
 - the Authority may make such maintenance or repairs as may be necessary and charge the owner for the costs.
- h. The property owner shall remove all trees, tree roots and other obstructions, including oils and grease, to the Customer Lateral, and where necessary the Authority Lateral or System. Where such maintenance or repairs are neglected by the property owner, ten (10) days after mailing written notice to the owner, the Authority may make, or cause to be made, such maintenance or repairs as may be necessary and charge the property owner for the cost thereof.
- i. Where an existing Customer Lateral and Authority Lateral connected to the System

are to be abandoned by reason of demolition of buildings and structures or for any

other reason, the Customer Lateral shall be disconnected and the Authority Lateral permanently sealed at the property line or at the main, as directed by the Authority, at the expense of the property owner.

- j. All restaurants or bars with commercial kitchens and all food processing establishments shall have and maintain a grease trap acceptable to the Authority. Among discharge limits to the System is the oil and grease discharge limit of 50 mg/l (milligrams per liter). If any discharge limits are exceeded, the Property Owner shall be charged for additional testing costs in accordance with the *Schedule of Wastewater Rates and Charges* and for measures to rectify the situation as detailed in §5h above.
- m. Abandonment of Service: Abandonment of Service shall result in the owner being responsible for the abandonment and all the associated Authority costs as determined by the Authority.

6. EXTENSION OF SERVICE

- a. General: For new construction, the Authority shall only provide Service where the municipality approves such Service, which may be by subdivision or land development approvals. Owners of premises abutting existing mains may obtain Service by filing an *Application for Wastewater Treatment Allocation*; obtaining a construction permit; submitting plumbing and site development plans for review; paying all applicable fees and charges and fulfilling all other requirements of the

Authority. In addition, owners of premises requiring a main extension from the System to serve the premises must also comply with the terms established in the Authority's *Sewer Main Extension Policy*, and owners of premises that will discharge industrial and/or commercial waste shall be subject to the requirements of the City of Allentown, where applicable, and Authority sewage rules and regulations.

- b. Plan Review for Service: Whenever new Service is requested, the applicant shall submit plans, acceptable to the Authority, showing how Service will be provided. The Authority may waive this requirement if it determines the plans will be of minimal value. The applicant shall complete a Plan Review Application and pay the applicable fees and charges before review of the plans.

7. HAULED WASTE DISPOSAL AT THE PRETREATMENT PLANT

- a. General: All persons desiring to utilize the Authority's Hauled Waste disposal capability at its wastewater pretreatment plant located at Lakeview Drive (the "PTP") to dispose of wastes pumped from on-site domestic waste collection septic systems, holding tanks, package plants, grease traps, domestic or industrial wastewaters, and industrial or municipal sludges must first obtain and maintain various approvals from the Authority and/or the PTP operator. The ability to collect hauled waste disposal is premised upon the proper permitting from the Pennsylvania Department of Environmental Resources.

- b. Guidelines and Procedures. It is intended that these Rules & Regulations shall be augmented, if appropriate by state permit, by details specified in the *Greenfield Township Sewer Authority Waste Hauler Program Operating Guidelines* (the "Guidelines") developed by the Authority management and Operator, which Guidelines can be revised as necessary. Although not limited to these topics, the Guidelines shall include topics such as disposal procedures, hours of operation, discharge details, manifests, payment details, hauler and generator permitting process, sampling protocols, billing and collections procedures, etc. The Guidelines are to be interpreted and enforced in accordance and tandem with these Rules & Regulations.

- c. Violations. If a waste hauler violates any order of the Authority, Operator, governmental regulatory agency, or otherwise fails to comply with any provisions of a permit, or discharges sewage, industrial wastes, or other wastes into the PTP contrary to the provisions of a permit, Federal, state or local pretreatment requirements and/or law, the Authority may take any and all necessary remedies available to it, including without limitation:
 - (1) revoke a waste hauler's and/or Generator's right to dispose wastes at the PTP; and
 - (2) commence an action in a court of record (Lackawanna County) for appropriate legal and equitable relief, in which such action, the Authority may recover from the defendant reasonable attorney fees, court costs, deposition and discovery costs, expert witness fees and other expenses of investigation, enforcement action, administrative hearings and litigation, if the Authority prevails in the action or settles at the request of the defendant; and
 - (3) assess any fines and penalties allowed under these Rules & Regulations or by other government statute or regulation.

In addition, any waste hauler who violates any of the provisions of a permit or these rules and regulations shall become liable for any expense, loss, damages to the Authority.

The remedies described in this section shall be in addition to any other remedies for violations that may be further detailed in the program Guidelines.

8. RATES AND CHARGES

- a. General: This section establishes and discusses fees and charges applying to Services by the Authority. While there are additional Authority fees and charges included in

other Authority policies, the terms for payment and collection established in this Section apply to all Authority rates, fees and charges, unless different terms are specified elsewhere for a particular fee or charge.

- b. Charges for Service: Charges for Service shall be in accordance with the *Schedule of Wastewater Rates and Charges*. Each premises shall be subject to separate billing calculations.
- c. Time Period & Basis of Billing: Billing for Service is based on a flat rate per premises.
- d. Fractional Bills: Fractional bills shall be prorated to the nearest day.
- e. Due Dates: All bills shall be due and payable on the due date as indicated on the original bill. For purposes of determining timely payment, the Authority will use the payment receipt date.
- f. Delinquencies: If a bill is not paid by the due date, a ten percent (10%) penalty charge will be added to the bill and a past due notice will be issued.

If the bill remains unpaid beyond 60 days, a monthly Penalty will be applied in the amount of 1½ percent of the outstanding principal amount.

If the entire amount due is not paid by the date of the warning notice, or if there are circumstances involving a delinquency requiring collection action at an earlier date, the Authority will pursue any and all available collection procedures - including without limit, filing a municipal lien against the property, suing for payment, seeking termination of sewage service - or a combination thereof.

Instituting and following the dispute resolution or termination procedures shall not preclude the Authority from pursuing other legal options to collect the delinquency. Additional termination notices may be issued by phone or in person, but are not required, and the Authority's inability to contact a customer by phone or in person will not cause the termination to be canceled.

If a termination site visit is conducted prior to service termination, the customer will be assessed a Site Visit Charge even if service is not terminated. At the time of a termination site visit, the customer must pay the initial bill, late payment charges and the Site Visit Charge or service will be terminated. Personal checks will not be accepted. Authority personnel cannot make change when performing a site visit; therefore, any overpayment will be credited to the customer's account.

In situations where the charges for Service to a premises are being paid by a landlord rather than the tenant, the termination procedure will follow the provisions of the *Pennsylvania Utility Service Tenants Rights Act*.

- g. Failure to Receive Bill: Since Service was provided to a premises, failure to receive a bill shall not exempt any customer from the obligation to pay the bill by its due date.
- h. Returned Check: If a customer's check is returned by the bank for insufficient funds, closed account or other such reasons, the customer's account will be treated as though no payment was received as of that date and a NSF Fee will be added to that customer's account.
- i. Questions Regarding Billings: Any customer doubting the accuracy of a bill shall bring or mail such bill, together with an explanatory note, at least ten (10) days prior to its due date to the office of the Authority for investigation. The Authority, upon receipt, will check the billing in question and either confirm the original billing or issue a corrected bill. In cases where special tests are required, or in the case of the correction of billing error, the due date will be adjusted by the time required to check and reissue the bill.
- j. Dispute Resolution: Except as covered above, if a customer disputes a bill, payment shall still be made in full by the due date; however, the customer may make this payment under protest by including a letter with the payment indicating such and detailing the reason for the disagreement or presenting the dispute in person to the customer service representative at the Authority's office.

Should the customer not be satisfied with the proposed handling of this dispute by the customer service representative or that person's supervisors, then a request should be made for a hearing with Authority Board of Directors for review of the dispute. This hearing shall be held prior to termination of service, if applicable.

Thereafter, if the customer wishes to pursue the billing dispute, the customer must deliver to the customer service representative a written statement, under oath or affirmation, describing the details of the dispute and further declaring that the written statement is not being executed for the purpose of delay. After receiving this statement, the Authority will not terminate service until the claim has been judicially determined; however, the customer shall continue to pay all billings under protest thereafter, until judicial resolution, into an escrow account to be established by the Authority for this purpose. If after ninety (90) days the customer has not instituted judicial proceedings to resolve the dispute and has not continued to make payment of all billings, the Authority may begin the termination proceedings at the warning

notice stage, as set out in §7.g above, with the customer having waived its ability to file a dispute on the same issues.

- k. Customer Relief from Collections Procedures under Unusual Circumstances: Customers may request relief from the Authority's bill collection's procedures, including imposition of late payment charges and termination of water service for nonpayment of sewer charges. The Authority will establish administrative procedures to respond to such requests in a uniform manner on any circumstances that may warrant such relief.
- l. Capital Recovery Charges: Such charges shall be paid before initiation of service to a new connection at the rates set forth in the *Schedule of Wastewater Rates and Charges*, including Connection, Customer Facilities and Tapping Fees.
 - (1) Connection Fee: A capital recovery fee charged for each new Service that shall be based on the cost of connecting to the System, inspecting the Customer Lateral, and installing and/or inspecting the Authority Lateral.
 - (2) Customer Facilities Fee: A fee reflecting the Authority's actual cost of installing a Customer Lateral and/or other customer facilities required for new Service.
 - (3) Tapping Fee: A fee reflecting the Authority's cost of constructing the existing System and a new customer's contribution toward those costs..
- m. Service Restoration Charge: A charge, set forth in the *Schedule of Wastewater Rates and Charges*, shall be made for restoring any Service which has been discontinued because of a delinquent account, for violation of these *Rules & Regulations*. Once service is terminated, the customer must pay outstanding bills, penalties, interest, the Site Visit Charge and the Service Restoration Charge before service will be restored. Payment must be made by cash, money order or certified check. Since Authority personnel cannot make

change when performing a service restoration visit, any overpayment will be credited to the customer's account. If there is restoration of service to another entity's system, the terms of that entity's rules, regulations and policies shall take precedence over the Authority's and the owner shall be responsible for both the other entity's fees and the Authority fees for restoration of service.

- n. Security Deposits: The Authority may require a security deposit in certain circumstances, an example being when the customer has a poor utility payment history. Such deposit will be one and one-half (1.5) times the estimated sewage bill for one billing period. If the customer follows these rules and regulations as stated, including prompt payment of all bills, the Authority will refund the security deposit upon request after one year.
- o. Lien Administration Fee: A fee, set forth in the *Schedule of Wastewater Rates and Charges*, for filing a municipal lien. This fee represents the Authority's administrative costs involved with this process, as well as the lien filing fee, and shall be charged in addition to any other fees charged by the appropriate government offices to process the lien.
- p. Site Revisitation Charge: A charge set forth in the *Schedule of Wastewater Rates and Charges*, for a return visit by the Authority to perform work or conduct an inspection when the originally scheduled appointment is unable to be completed due to inadequate preparation or follow through by the party requesting the appointment. The Charge will be assessed to the party requesting the appointment.

9. VIOLATIONS AND PENALTIES

- a. Unauthorized use and/or operation of the System is a prohibited activity, subject to the Authority penalties as set forth below. Among such prohibited activities are:
 - (1) Unauthorized Use - an unauthorized sewage discharge to the System for any purpose.
 - (2) Pump Tampering - where any pump seal under control of the Authority, has been broken.
 - (3) Unauthorized Connections - unapproved connections to the System, which include, but are not limited to sump pumps, floor drains, and roof downspouts.
 - (4) Unauthorized Operation of the System - occurrence of any unauthorized operation of or trespass on any Authority facilities, including manholes, cleanouts, and grinder pumps, etc.

Any prohibited activity in connection with the System shall be subject to a penalty of Fifty (\$50.00) Dollars per day or a single penalty of Five Hundred (\$500.00) Dollars, whichever is larger unless different penalties are set forth elsewhere in these *Rules & Regulations* or other Authority policies.

- b. In addition to penalties, a charge for all consequential Authority costs and sewer user fees that would have been billed without the prohibited activity may also be levied.

- c. The application of any penalties shall in no way affect the enforceability of pertinent government statutes, fines and penalties, ordinances or regulations for the same offenses - including those established in the Greenfield Township Sewer Authority industrial pretreatment program and sewage and industrial waste ordinance, where applicable- nor the Authority's ability to take other remedial actions. The right to prosecute any person who shall have committed an unlawful act as a result of any violations is also preserved, including, if applicable, the provisions of §5607(d)(17) of the Municipality Authorities Act that provide for prosecution as a summary offense.
- d. Notice of Violation: When these *Rules & Regulations* have been violated, the Authority shall give the customer notice of the violation, what the customer must do to remedy the violation and the required deadline for completion of the remedy. If the customer fails to remedy the violation within the schedule set out in the notification, among the actions the Authority may pursue is termination of sewer and/or water service, as applicable, without any further notice, or remedy the situation itself and charge the costs to the customer.
- e. Supplemental Charges and Actions: The Authority reserves the right to charge against the responsible party any and all expenses incurred in exposing, correcting and/or litigating any violations, as well as any damages suffered by the Authority or other parties as a result of the action. The customer will be assessed a Site Visit Charge each time it becomes necessary for Authority personnel to visit a premises in regard to such a violation, which fee will apply even if the planned action is unable to be completed. Furthermore, in addition to any and all other penalties and damages, the enforcement provisions of Greenfield Township, where applicable, and Authority sewage rules and regulations shall pertain when appropriate.

10. MISCELLANEOUS

- a. Amendments: The Authority reserves the right to amend these *Rules & Regulations* at any time upon proper Board approval and without notice to customers.
- b. Access to Premises: Any authorized employee of the Authority, upon presentation of proper credentials, shall have access at all reasonable hours to any premises provided with Service by the Authority, for the purpose of checking the grinder pump system, making inspections and securing such information relative to Service as may be deemed necessary by the Authority.

If such access is not required on an emergency basis, the Authority will contact the occupants of the Premises to arrange a mutually convenient time for accessing the Premises. Failure to allow access or to respond to such notice shall be considered a violation of these Rules & Regulations that are a condition of Service to the Premises and result in a penalty of \$100.00 per month until such access is allowed. Furthermore, the Authority reserves the right to proceed with the provisions of §5607(d)(17) of the Municipality Authorities Act that provide for prosecution as a summary offense.

- c. Emergencies: In the event of an emergency, the Authority reserves the right to restrict or modify Service with or without prior notification. Any customer failing to cooperate with such emergency measures shall be subject to penalties as set out in the Violations and Penalties section.
- d. Waiver: The Authority retains the right to waive provisions of these *Rules & Regulations*, solely at its discretion. The waiver of a provision in one circumstance does not obligate the Authority to waive the same provision under the same or similar circumstances at another time; and further the act of waiving a provision one time shall not be interpreted to compromise the Authority's position in applying that provision at any time before or after such waiver.