



July 1, 2016

VIA HAND DELIVERY

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Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
Harrisburg, PA 17120

Re: AGREEMENT BETWEEN THE SEWER AUTHORITY OF THE CITY OF SCRANTON, THE CITY OF SCRANTON, LACKAWANNA COUNTY, THE LACKAWANNA RIVER BASIN SEWER AUTHORITY, AND THE BOROUGH OF MOOSIC, PENNSYLVANIA, DATED JULY 24, 2003, FOR THE ACCEPTANCE, CONVEYANCE, TREATMENT, AND DISPOSAL OF WASTEWATER FROM THE MONTAGE, INC. WASTEWATER COLLECTION SYSTEM AT THE SCRANTON WASTEWATER COLLECTION SYSTEM AND WASTEWATER TREATMENT PLANT, AS WILL BE ASSUMED AND ASSIGNED UPON CLOSING BY WRITTEN AGREEMENT IN A FORM SUBSTANTIALLY SIMILAR TO THE ATTACHED PRO FORMA ASSUMPTION AND ASSIGNMENT AGREEMENT

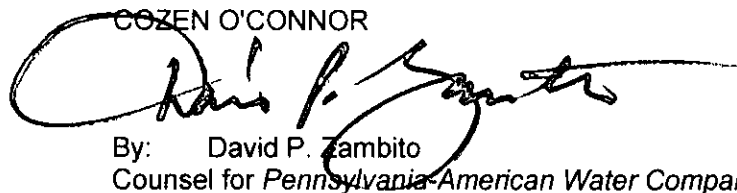
Docket No. U-2016-_____

Dear Secretary Chiavetta:

On behalf of Pennsylvania-American Water Company ("PAWC"), enclosed for filing with the Commission, in accordance with Section 507 of the Pennsylvania Public Utility Code, 66 Pa. C.S. § 507 (regarding "Contracts between public utilities and municipalities"), are copies of the above-referenced agreements. **Please note that these agreements relate to the application proceeding currently pending before the Commission at Docket No. A-2016-2537209.** PAWC seeks a Certificate of Filing which will allow PAWC to assume the underlying agreement upon closing of the transaction for which approval is requested at Docket No. A-2016-2537209.

Thank you for your attention to this matter. Please do not hesitate to contact me with any questions or concerns.

Sincerely,

COZEN O'CONNOR

By: David P. Zambito
Counsel for Pennsylvania-American Water Company

DPZ/kmg
Enclosures
cc: Honorable David A. Salapa
Honorable Steven K. Haas
Per Certificate of Service

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is made and entered into as of the ____ day of _____, 2016, by and among The City of Scranton, Pennsylvania, a municipal corporation organized and existing under the laws of Pennsylvania ("City"), The Sewer Authority of the City of Scranton, a municipality authority organized and existing under the laws of Pennsylvania ("SSA"), Lackawanna County, Pennsylvania, a municipal corporation organized and existing under the laws of Pennsylvania ("County"), Lackawanna River Basin Sewer Authority, a municipality authority organized and existing under the laws of Pennsylvania ("LRBSA"), Moosic Borough, Pennsylvania, a municipal corporation organized and existing under the laws of Pennsylvania ("Borough"), and Pennsylvania-American Water Company ("PAWC") (collectively, the "Parties").

WHEREAS, the City, SSA, the County, LRBSA, and the Borough entered into an agreement as of July 24, 2003, titled, Agreement for the Acceptance, Conveyance, Treatment, and Disposal of Wastewater Received from the Montage, Inc. Wastewater Collection System at the Scranton Wastewater Collection System and Wastewater Treatment Plant ("Wastewater Service Agreement");

WHEREAS, SSA, the County, and LRBSA previously had entered into an agreement as of November 21, 1985, titled, Agreement for the Acceptance, Conveyance, Treatment, and Disposal of Wastewater Received from the Montage, Inc. Wastewater Collection System at the Scranton Wastewater Collection System and Wastewater Treatment Plant ("1985 Agreement"), which the Wastewater Service Agreement was intended to supersede;

WHEREAS, pursuant to the Wastewater Service Agreement, SSA agreed to provide certain sewer services to the County, LRBSA, and the Borough;

WHEREAS, pursuant to Section 4.05 of the Wastewater Service Agreement, SSA may establish uniform standards of acceptability of wastewater to be discharged into its sewer system;

WHEREAS, pursuant to Section 5.02 of the Wastewater Service Agreement, the County, LRBSA, and the Borough each agreed that it would adopt, enforce, and keep in full force and effect during the term of the Wastewater Service Agreement, ordinances or resolutions, as appropriate, prohibiting discharges into the sewer system of wastes prohibited to be discharged under the rules and regulations of the SSA or ordinances of the City in effect at the time and on file with the parties;

WHEREAS, Section 2.07 of the Wastewater Service Agreement provides that the Wastewater Service Agreement "shall continue in effect until such time that any one of the Parties cease to exist or are no longer empowered by charter to perform wastewater services;"

WHEREAS, SSA and PAWC have negotiated and entered into an Asset Purchase Agreement dated as of March 29, 2016 (the "Asset Purchase Agreement"), pursuant to which the SSA will convey its assets that constitute the SSA's sewer system, excluding the municipal separate storm water system, to PAWC and PAWC will assume certain sewer system liabilities (together, the "Transaction");

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SECRETARY'S BUREAU

WHEREAS, SSA and PAWC have filed an Application with the Pennsylvania Public Utility Commission seeking approval of the Transaction;

WHEREAS, following closing of the Transaction and transfer of the sewer system to PAWC, SSA may decide to dissolve or otherwise cease to exist;

NOW THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree, as follows:

1. SSA and PAWC shall provide written notice to the County, LRBSA, and the Borough promptly upon Closing (as defined in the Asset Purchase Agreement) of the Transaction.
2. Subject to and effective upon Closing of the Transaction, SSA hereby assigns, transfers and sets over unto PAWC, and PAWC hereby accepts, all of SSA's rights, title and interest in and to the Wastewater Service Agreement, and the City, the County, LRBSA, and the Borough each acknowledges and accepts this assignment of the Wastewater Service Agreement by SSA to PAWC.
3. Subject to and effective upon Closing of the Transaction, PAWC hereby assumes and agrees to perform all agreements and obligations of SSA pursuant to the Wastewater Service Agreement, as amended hereby, arising on or after Closing of the Transaction, and the City, the County, LRBSA, and the Borough each acknowledges and accepts this assumption of the Wastewater Service Agreement by PAWC and releases SSA from all of its obligations under the Wastewater Service Agreement arising on and after Closing of the Transaction. PAWC does not hereby and shall not assume or in any way undertake to pay, perform, satisfy or discharge any liability or obligation of SSA existing before Closing of the Transaction or arising out of any transaction entered into, or any state of facts existing, before Closing of the Transaction, and the City, SSA, the County, LRBSA, and the Borough each hereby acknowledges and agrees that PAWC shall not be liable or otherwise responsible for any such liability or obligation.
4. The County, LRBSA, and the Borough agree to adopt, enforce, and keep in full force and effect during the term of the Wastewater Service Agreement, following Closing of the Transaction, ordinances or resolutions, as appropriate, that:
 - (a) Prohibit discharges into their sewer system of wastes prohibited to be discharged under PAWC's Industrial Pretreatment Program;
 - (b) Implement a program to regulate and control discharges of non-domestic waste that is at least as stringent as PAWC's Industrial Pretreatment Program; and
 - (c) Assure compliance with any Specific Pollutant Discharge Limitations (Local Limits) specified in PAWC's Industrial Pretreatment Program.

5. Notwithstanding Section 2.07 of the Wastewater Service Agreement, the Parties agree that the Wastewater Service Agreement shall continue in full force and effect after Closing of the Transaction and regardless of any dissolution of, or cessation of sewer service by, SSA.
6. Effective upon Closing, the Parties agree that the reference in Section 5.02 of the Wastewater Service Agreement to the "rules and regulations of the SSA and/or Ordinances of the City of Scranton in effect at the time and on file with the other Parties" shall be changed to read "PAWC's Industrial Pretreatment Program and related tariff provisions, as approved by the Pennsylvania Public Utility Commission and the Pennsylvania Department of Environmental Protection, in effect at the time and on file with the Parties, as applicable."
7. SSA, the County, and LRBSA agree that the 1985 Agreement was superseded in its entirety by the Wastewater Service Agreement and the 1985 Agreement is no longer in effect in any respect.
8. This Assignment and Assumption Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one instrument.
9. The Parties acknowledge and agree that this Assignment and Assumption Agreement must be approved by the Pennsylvania Public Utility Commission and shall not become effective, and the Parties shall have no obligations hereunder, until such approval has been obtained and the Closing of the Transaction has occurred.

IN WITNESS WHEREOF, and intending to be legally bound, the duly authorized representatives of the Parties have caused this Agreement to be executed as of the date first written above.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

For **THE CITY OF SCRANTON:**

Signature: _____

Printed Name: _____

Title: _____

Address: _____

For **LACKAWANNA COUNTY:**

Signature: _____

Printed Name: _____

Title: _____

Address: _____

For **MOOSIC BOROUGH:**

Signature: _____

Printed Name: _____

Title: _____

Address: _____

For **THE SEWER AUTHORITY OF THE CITY OF SCRANTON:**

Signature: _____

Printed Name: _____

Title: _____

Address: _____

For **LACKAWANNA RIVER BASIN SEWER AUTHORITY:**

Signature: _____

Printed Name: _____

Title: _____

Address: _____

For **PENNSYLVANIA-AMERICAN WATER COMPANY:**

Signature: _____

Printed Name: _____

Title: _____

Address: _____

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SECRETARY'S BUREAU

AGREEMENT

FOR

THE ACCEPTANCE, CONVEYANCE, TREATMENT, AND DISPOSAL OF
WASTEWATER RECEIVED FROM THE MONTAGE, INC. WASTEWATER COLLECTION
SYSTEM AT THE SCRANTON WASTEWATER COLLECTION SYSTEM AND
WASTEWATER TREATMENT PLANT

THIS AGREEMENT, made and entered into as of 24th day of July, ²⁰⁰³~~2002~~, by and among: 813

THE SEWER AUTHORITY OF THE CITY OF SCRANTON, a Municipality Authority organized and existing under the Laws of the Commonwealth of Pennsylvania, situated in the City of Scranton, County of Lackawanna, and State of Pennsylvania, having its' office at 307 North Washington Avenue, Scranton, Pennsylvania 18503, hereafter called "SSA",

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The CITY OF SCRANTON, a Municipal Corporation existing under the Laws of the Commonwealth of Pennsylvania having its' office at Scranton City Hall, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "City of Scranton".

A

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D

LACKAWANNA COUNTY, a Municipal Corporation existing under the Laws of the Commonwealth of Pennsylvania, having its' office at 200 Adams Avenue, Scranton, Pennsylvania 18503, hereafter called "COUNTY",

A

N

D

LACKAWANNA RIVER BASIN SEWER AUTHORITY, a Municipality Authority organized and existing under the Laws of the Commonwealth of Pennsylvania, situated in the Borough of Throop, County of Lackawanna, and State of Pennsylvania, having its' office at Rear 145 Boulevard Avenue, Throop, Pennsylvania, 18512, hereafter called "LRBSA ".

A

N

D

MOOSIC BOROUGH, a Municipal Corporation existing under the Laws of the Commonwealth of Pennsylvania, having its office at 715 Main Street, Moosic, Pennsylvania, 18507, hereafter called "MOOSIC".

WITNESSETH

WHEREAS, SSA is the owner of certain wastewater collection sewers and wastewater treatment plant ("Scranton Sewer System") and operates such system under agreement with the City of Scranton; and,

WHEREAS, the City of Scranton by virtue of File of Council No. 21-1990 must approve additional flow to the SSA generated outside the City of Scranton and the Borough of Dunmore; and,

WHEREAS, COUNTY is in the process of constructing and owns a wastewater collection system ("Montage Sewer System ") to serve a project referred to as Montage, Inc. located in Moosic Borough and the City of Scranton; and,

WHEREAS, LRBSA and the COUNTY are willing to operate and maintain the Montage Sewer System upon the terms and conditions more fully set forth at length herein; and,

WHEREAS, it is in the public interest to provide for treatment of sanitary sewage from the Montage Sewer System at the Scranton Sewer Authority; and,

WHEREAS, SSA, is willing to accept sanitary sewage from COUNTY'S Montage Sewer System and provide wastewater conveyance and treatment upon the terms and conditions more fully set forth hereinafter below.

NOW, THEREFORE, in consideration of the following promises, covenants, terms and agreements and the mutuality thereof and each party, intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. The following words, terms and phrases used in this Agreement shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning.

Words, terms and phrases are as follows:

- (1) ALLOWABLE INDUSTRIAL WASTE: Any solid, liquid or gaseous substance, water-borne or form of energy ejected or escaping from any industrial, manufacturing, trade or business process or from the development, recovery or processing of natural resources, as distinct from sanitary sewage, which complies with all provisions of City of Scranton Ordinance File of Council No. 52 – 1996 or amendments or revisions thereto, and/or any requirements promulgated by the Environmental Protection Agency, and which is allowed to be discharged into the sewer system by the City of Scranton and Borough of Dunmore, Lackawanna County, Pennsylvania, or allowable by the rules and regulations of the City of Scranton.
- (2) BUILDING SEWER: Shall mean that part of the main building or house drain or sewer line inside the walls of the building and extending through the wall to a point five (5') feet outside the wall and connecting to the Service Line or House Connection.

- (3) CITY OF SCRANTON: The City of Scranton, Lackawanna County, Pennsylvania, or its duly authorized representatives or agents. Such agents shall include The Sewer Authority of the City of Scranton, Pennsylvania, as appropriate under applicable agreement(s) with the City.
- (4) DRAINAGE AREA: The area planned to be served by the Montage Sewer System as depicted on Exhibit "A" to this Agreement.
- (5) EQUIVALENT DWELLING UNIT: A measurement of flow for purposes of allocating or estimating capacity, and establishing fees. For the purpose of this agreement, one EDU shall be equivalent to 265 gallons per day. The minimum EDU allocation is 265 gallons per day. EDUs shall be rounded to the next whole number.
- (6) GROUND WATER: That water which is contained in or passing through the ground.
- (7) INFILTRATION: The water entering a sewer system, including building sewers, from the ground through such means as defective pipes, pipe joints, connections, or manhole walls. Infiltration does not include and is distinguished from inflow.
- (8) INFLOW: The water discharged to a sewer system, including service connections, from such sources as roof leaders; cellar, yard and area drains; foundation drains; cooling water discharges; drains from springs and swampy areas; manhole covers; cross-connections from storm sewers, combined sewers or catch basins; storm waters; surface runoff; street washers; or drainage. Inflow does not include and is distinguished from infiltration.
- (9) MONTAGE SEWER DISTRICT: A sewer district created by the LRBSA and the COUNTY within Moosic Borough and the City of Scranton to the limits of the Drainage Area as set

forth in attached Exhibit "A" for the purpose of providing services required under the terms of this Agreement.

- (10) MONTAGE SEWER SYSTEM: All the facilities now or hereafter owned by the COUNTY for the collection and transportation of Sanitary Sewage emanating from a project known as Montage, Inc., and other users within the Drainage Area.
- (11) NON-RESIDENTIAL ESTABLISHMENT: Any establishment now or hereafter served by a sewer system other than a Residential Establishment.
- (12) RESIDENTIAL ESTABLISHMENT: Any establishment used wholly or in part for residential purposes.
- (13) SANITARY SEWAGE: The normal water-carried household and toilet waste from any improved property, excluding, however, the effluent from septic tanks or cesspools, rain, storm and ground water, as well as roof or surface water, drainage or percolating or seeping waters, or accumulation thereof, whether underground or in cellars or basements.
- (14) SANITARY SEWER: A sewer which carries sewage and/or authorized industrial wastes and to which storm, surface, and ground waters are not intentionally admitted.
- (15) SCRANTON SEWER SYSTEM: All the facilities now or hereafter owned by the SSA and now existing or hereafter to be constructed in the City of Scranton and the Borough of Dunmore, or by contract or agreement outside these municipalities, for the collection, transportation, treatment, and disposal of Sanitary Sewage and Acceptable Industrial Wastes.
- (16) SEWER: A pipe or conduit for carrying sanitary sewage, or authorized industrial waste.

- (17) STORMWATER: Any flow occurring during or following any form of natural precipitation and resulting therefrom.
- (18) USER: Any person or entity who contributes, causes or permits the contribution of wastewater into the sewer system, including persons or entities whose premises are connected to a sewer extension constructed by either a municipality or private developer.
- (19) WASTEWATER: The liquid and water-carried industrial or domestic wastes from dwellings, commercial building, industrial facilities, and institutions, whether treated or untreated, which is contributed into or permitted to enter the sewer system.

ARTICLE II

MONTAGE PROJECT, SERVICE, AND TERM

SECTION 2.01. The Montage Sewer District agrees to continuously operate and maintain the Montage Sewer System, and the COUNTY and LRBSA agree that the SSA and MOOSIC shall have no obligation or responsibility with respect to said facilities. MOOSIC agrees to continuously operate and maintain all other sewer lines existing and constructed for the purposes of sewage collection within the Montage Sewer District and Moosic Borough, located within public right-of-way and properly dedicated over to and accepted by MOOSIC with all necessary rights of way and easements and discharging to the Montage Sewer System.

SECTION 2.02. The parties agree that the Montage Sewer District shall discharge wastewater to the Scranton Sewer System for treatment and disposal at the existing point of connection indicated on

the approved plans and as identified on Exhibit "D", or at such additional points of connection as are agreed upon.

SECTION 2.03. The SSA agrees that it will receive wastewater from the Montage Sewer District, pursuant to provisions hereof, for conveyance, treatment and disposal with the Scranton Sewer System.

SECTION 2.04. The LRBSA, MOOSIC, and the COUNTY covenant and agree that the SSA, during the term hereof, shall be the sole and exclusive agency to provide wastewater conveyance, treatment and disposal services to wastewater emanating from the Montage Sewer System or Users thereof in the Drainage Area contemplated to be served by the Montage Sewer System, (which Drainage Area is shown on Exhibit "A" hereto), pursuant to provisions hereof.

The provisions of this Section 2.04, however, shall not prejudice the LRBSA or MOOSIC with respect to its rights to the use of existing wastewater treatment facilities not owned or operated by the SSA, which are presently being utilized by the LRBSA or MOOSIC, including the Lower Lackawanna Valley Sanitary Authority wastewater treatment plant; nor shall such covenants of exclusivity and non-competition be construed now or during their term hereof to prejudice LRBSA or MOOSIC should any governmental agency of the Commonwealth of Pennsylvania or of the United States, including DEP or EPA, order a change in treatment flows, prohibit additional connections or require the sharing of new treatment facilities with a municipality or municipal authority which is not a party herein. Nor shall LRBSA or MOOSIC be prejudiced from using non-SSA facilities should the City of Scranton or SSA prohibit additional connections.

The COUNTY, MOOSIC and LRBSA agree to not permit the disposal or discharge of wastes to the Montage Sewer, which wastes emanated from activities outside of the Drainage Area, except with the written approval of all parties.

SECTION 2.05. The COUNTY, MOOSIC and the LRBSA agree that all wastewater emanating from the Montage Sewer System and discharged to the Scranton Sewer System for conveyance, treatment and disposal will be subject to the terms and provisions hereof.

SECTION 2.06. The SSA will accept into the Scranton Sewer System for conveyance, treatment, and disposal, Sanitary Sewage meeting the standards set forth in Exhibit "B" attached hereto from the Montage Sewer System only to the quantity and extent and as provided in Section 4.01 and Section 4.05 below, provided, however, that nothing herein contained shall preclude the SSA and the City of Scranton from granting additional capacity to the Montage Sewer District upon mutually agreeable terms and conditions to all parties. The SSA will treat and dispose of all such wastewater in accordance with sound engineering and industry standards and in accordance with all relevant requirements of governmental agencies and judicial authorities having jurisdiction in the matter.

SECTION 2.07. Except as provided herein, this Agreement shall begin on the date on Page 1 and shall continue in effect until such time that any one of the Parties cease to exist or are no longer empowered by charter to perform wastewater services. This Agreement may be extended by incorporation of a successor to one of the Parties only by mutual consent of all Parties.

Any party to this Agreement may unilaterally terminate this Agreement by tendering written notice of its intention to do so to all parties herein. Upon the tendering and receipt of written notice of intention to terminate, then this Agreement and its respective provisions shall be terminated and

declared null and void five (5) years after said notice of intention to terminate has been received by the respective parties. In the event of termination, the Montage Sewer System must be completely withdrawn or disconnected from the Scranton Sewer system and reconnected to another sewer system at no cost to the Scranton Sewer Authority, within one (1) year of the expiration of the five (5) year termination period.

ARTICLE III

RATES, CHARGES AND PAYMENTS

SECTION 3.01. The parties agree that the SSA shall impose rates and charges upon the Montage Sewer District for appropriate services rendered by the SSA, which rates and charges shall be established as provided in Section 3.02 herein.

SECTION 3.02. The rates for wastewater conveyance, treatment, and disposal services by the SSA relative to wastewater received from the Montage Sewer System will be the same rates applicable to other Users of the Scranton Sewer System, as enacted in City of Scranton Ordinance(s) or other proper legal instruments, and as may be revised from time to time. Current applicable City of Scranton Ordinances are contained in Exhibit "B". Users of the Montage Sewer System located in the Montage Sewer District outside the City of Scranton shall be billed individually by the LRBSA an amount equal to the current SSA metered consumption rate for conveyance, treatment and disposal services by the SSA, plus a conveyance service fee representing the LRBSA's operating costs for the Montage Sewer System. For residential users, this service fee shall be in the initial amount of \$20.00 per quarter. For

non-residential users, the service fee shall be an additional 28% per quarter added to the SSA treatment fee, but in no case less than the residential service fee per quarter.

The SSA's calculated charge for users of the Montage Sewer System located outside the City of Scranton shall be billed in the aggregate to the LRBSA on a bi-monthly basis.

With respect to Users located within the City of Scranton and connected to the Montage Sewer System, it is mutually agreed by and between the parties that the SSA will bill and charge these Users individually and directly for conveyance and treatment at the same rate applicable to other Users of the Scranton Sewer System. With regard to these Users, it is agreed by and between the parties that the LRBSA and the COUNTY shall be reimbursed in an amount equal to fifteen percent (15%) of the bi-monthly billing for these users located within the City of Scranton, which said cost represents the cost factor in operating and maintaining the Montage sewer System. The LRBSA shall apply this amount as a credit to the treatment fee costs invoiced to the LRBSA bi-monthly by SSA for Montage Sewer System users outside the City of Scranton. The SSA shall provide the LRBSA information upon request as necessary to calculate or verify billing of said users located within the City of Scranton including water consumption data used for billing, updated user lists or such other information as is routinely utilized in billing of sewer use fees.

In addition to the above and consistent with governing regulations, MOOSIC shall maintain the right to bill all properties within the Montage Sewer District that are located wholly or partially within the Borough of Moosic, for an amount not to exceed the sewer collection service fee charged all other users in Moosic Borough. The initial amount of this fee shall be \$70.00 per annum per residential user or EDU.

Should the City of Scranton on behalf of the SSA and/or the SSA, LRBSA or MOOSIC increase or decrease their fees for all other users of their respective systems, that party shall apply the same percentage increase or decrease to that party's individual fee assessed under this Agreement.

SECTION 3.03. The SSA and LRBSA each maintain the right to assess connection, tapping, permit or other initial fees as applicable for all new users within the Montage Sewer District and utilizing their respective sewage facilities, whether located in the Borough of Moosic or the City of Scranton in an amount determined by each consistent with the governing regulations. In addition MOOSIC shall retain and/or maintain the right to assess its connection, tapping, permit or other initial fee for all property located wholly or partially within the Borough of Moosic in an amount determined by MOOSIC to be consistent with governing regulations and applicable laws.

Upon issuance of a new connection permit by either the LRBSA or SSA within the Montage Sewer District for new construction that will be provided sewage treatment by the SSA, either the LRBSA or SSA, as applicable, shall send a copy of aforementioned permit to the other parties of the agreement within ten (10) days of issuance. MOOSIC shall agree not to issue a municipal building permit until receipt of evidence from the developer, or confirmation from the LRBSA and SSA, that the appropriate sewer permits have been issued by these agencies.

It is further agreed among the parties that a flow meter and chart recorder will be installed at the Montage pumping station. The SSA shall have access to the aforementioned flow meter and chart recorder providing reasonable notice has been given to the LRBSA.

SECTION 3.04. The SSA, LRBSA and MOOSIC each agree to share current user information with the other parties by providing updated billing lists, identifying new connections, permits issued,

additions or deletions of customers based on the information available to them on a quarterly basis. Each party shall provide their billing list update to the other two parties for each preceding quarter by the last day of January, April, July and October of each calendar year.

By February 15th of each year, the LRBSA shall prepare and distribute to all parties to this agreement an updated copy of Exhibit "C" incorporating new planning approvals and sanitary sewer connections completed within the preceding year based on the available documentation including sewer connection permits and approved PADEP Planning Modules.

The SSA shall continue to own, operate and maintain that portion of the sewers from the point of connection to the Scranton Sewer System to and including the manhole designated MH 7A all located within the City of Scranton and as identified in attached Exhibit "D".

ARTICLE IV

CHARACTER AND VOLUME OF FLOWS

SECTION 4.01. The LRBSA and the COUNTY agree (a) that they will not permit a maximum daily wastewater flow rate from the Montage Sewer System to the Scranton Sewer System which exceeds 1.5 times an average daily wastewater flow allocation of 579,658 gallons per day, as summarized in attached Exhibit "C" and (b) that they will not permit a peak hourly wastewater flow rate to the Scranton Sewer Authority which exceeds 750 gallons per minute.

SECTION 4.02. Should at any time the flow of wastewater from the Montage Sewer System exceed the volume limits at the time applicable under this Agreement or should at any time the quality of such flow be in violation of the standards established by the SSA, the LRBSA, MOOSIC and the

COUNTY shall be liable for, in addition to the separate charge provided for in Section 3.02, any actual damage suffered by the SSA by reasons of such violations, unless the source of said violation emanates from a user within the City of Scranton, and the SSA shall have the absolute right to have any such violation cease forthwith. If the SSA notifies the LRBSA, MOOSIC and/or the COUNTY of any violation of such volume limits or quality standards and the LRBSA, MOOSIC and/or the COUNTY do not take immediate steps to correct the violation, the SSA may bring suit at law or in equity to compel such corrective action.

SECTION 4.03. It is further agreed among the parties that any new sewer line construction located within public right-of-way and within the Montage Sewer District, other than lines constructed by the COUNTY or LRBSA, will be dedicated over to the municipality in which the new sewer line(s) are constructed and that municipality, or its authorized agents, will also assume the responsibility to maintain the same. Acceptance of new sewer lines by the municipality shall be contingent upon approval of the new facilities by the municipal engineer and approval of the instrument of dedication by the municipal solicitor.

SECTION 4.04. The LRBSA, MOOSIC and the COUNTY may request additional wastewater conveyance, treatment, and disposal capacity in the Scranton Sewer System in the future, which will be granted by the City of Scranton and/or the SSA if sufficient capacity exists in its system that is determined to be not required by the City of Scranton and/or the SSA for other purposes. In the event of such a request for additional capacity, the SSA shall not be obligated to construct any additions or improvements to the Scranton Sewer System unless such construction is determined to be feasible by the SSA and its Consulting Engineers; provided, however, that the SSA shall not unreasonably refuse to

construct or cause to be constructed such additions and improvements requested by the other parties at the sole cost and expense of the LRBSA, MOOSIC and/or the COUNTY.

SECTION 4.05. The SSA may establish from time to time uniform (within all areas serviced by the Scranton Sewer System) standards of acceptability of wastewater to be discharged into the Scranton Sewer System. Such standards shall be reasonable and similar to the customary regulatory standards imposed with regard to similar facilities and service area conditions. The Scranton Sewer System is designed primarily for the treatment and disposal of Sanitary Sewage and Allowable Industrial Wastes. The Montage Sewer District shall not permit any connection for the disposal of any waste other than Sanitary Sewage to be made to the Montage Sewer System except upon prior specific written permit of the SSA; provided that the acceptance for treatment and disposal by the SSA of wastes other than Sanitary Sewage shall be in accordance with the current uniform standards established by the SSA and/or the City of Scranton for all areas serviced by the Scranton Sewer System. (The current uniform standards are attached hereto and made a part of this Agreement as Exhibit "B"). Reasonable notice of any changes therein shall be given by the SSA to the LRBSA and shall become part of this Agreement.

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 5.01. The City of Scranton and/or the SSA and LRBSA establish, maintain, levy, impose, and collect charges, rentals, and fees sufficient to enable them to pay therefrom (except to the extent that other funds are legally available for the purpose) the annual charges required under this Agreement to be

paid to the SSA and to the LRBSA and to operate and maintain their respective sewer systems in good repair and working order as herein required.

All such rates and charges shall be in compliance with all governing requirements of the Commonwealth of Pennsylvania and the United States of America. The parties hereto agree to enter into appropriate amendments or supplements to this Agreement when and if necessary to equitably apportion any charges required by such requirements.

SECTION 5.02. Each of the LRBSA, MOOSIC and the COUNTY covenants that it will adopt, enforce and keep in full force and effect continuously during the term hereof, and ordinance or ordinances or resolution or resolutions, as appropriate, prohibiting the discharge into the Montage Sewer System of any wastes which are prohibited to be discharged into the Scranton Sewer System under rules and regulations of the SSA and/or Ordinances of the City of Scranton in effect at the time and on file with the other parties. It is the intention of this Agreement that only Sanitary Sewage may be discharged into the Montage Sewer System.

The City of Scranton, SSA, COUNTY, MOOSIC and LRBSA agree to adopt such ordinances and/or resolutions which are necessary to impose any rates, charges, tariffs or requirements upon any of the Users of the Montage Sewer System which are required to be imposed on such Users by provisions hereof, or which relate to obligations assumed hereunder.

SECTION 5.03. The SSA, LRBSA and MOOSIC shall give notice of the connection of any Residential Establishment or Non-Residential Establishment to any sewer which discharges wastewater, directly or indirectly, to the Montage Sewer System and Scranton Sewer System, quarterly per Section 3.04. The COUNTY, MOOSIC and LRBSA, shall comply with rules and regulations of the SSA with

respect to Residential Establishments and Non-Residential Establishments and Industrial Users, and wastewater therefrom.

SECTION 5.04. Except as otherwise specifically provided to the contrary herein below, each of the parties hereto shall pay or cause to be paid all costs, charges, and expenses incurred in or in connection with construction, operation, maintenance, and repair of their respective sewer systems and the making of all extensions and improvements thereto. Each of the parties hereto agrees to keep and maintain its sewer system at all times in good repair and order and efficient operating condition and to meet the standards prescribed by the Department of Environmental Protection of the Commonwealth of Pennsylvania or any other governmental agency or judicial authority having jurisdiction thereof.

SECTION 5.05. No party hereto shall in any manner be liable for damages or demands arising out of the design, construction, operation, maintenance, or repair of any collection system or extensions or improvements thereto, other than its own unless such damages or demands occur through negligent acts or omissions committed by that party.

SECTION 5.06. The COUNTY, MOOSIC and the LRBSA covenant that they will not assign their interests herein, except an assignment to a party hereto, without written consent of the SSA and, if such consent shall be given, then only subject to conditions which may be set forth in such consent.

The COUNTY, MOOSIC and the LRBSA covenant that they will not convey their sewage collection system which discharges wastewater to the Scranton Sewer System to a municipality, municipality authority or other public authority or public body, except a party hereto, without written consent of the SSA, and, if such consent shall be given, then only subject to conditions which may be set

forth in such consent; provided, however, that any such conveyance shall not relieve such party of its obligation hereunder.

SECTION 5.07. The COUNTY, MOOSIC and the LRBSA covenant that the SSA, by its duly authorized representatives, at reasonable times, may inspect any part of its sewage collection system which discharges wastewater to the Scranton Sewer System.

The SSA covenants and agrees that either of the COUNTY, MOOSIC and the LRBSA, by their duly authorized representatives, at reasonable times, may inspect the Scranton Sewer System.

SECTION 5.08. Each of the parties hereto agrees to employ a Consulting Engineer at all times to perform the functions of such Engineer provided for by this Agreement.

SECTION 5.09. Upon completion of the construction of the Montage Sewer System, and any future improvements or extensions thereto, MOOSIC, the COUNTY and/or the LRBSA shall forthwith deliver to the SSA a certificate from MOOSIC's, the COUNTY's and/or the LRBSA's Consulting Engineer that the construction was inspected by said Consulting Engineer and has been completed in accordance with the approved plans and specifications and other applicable standards as agreed to herein. Three (3) copies of record drawings and specifications shall accompany any such certificate.

It is further agreed among the parties that any new sewer line construction located within public right-of-way within the Montage Sewer District, other than lines constructed by the COUNTY or LRBSA, will be dedicated over to the municipality in which the new sewer line(s) are constructed and that municipality, or its authorized agents, will also assume the responsibility to maintain the same. Acceptance of the new sewer lines by the municipality shall be contingent upon approval of the new

facilities by the municipal engineer and approval of the instrument of dedication by the municipal solicitor.

SECTION 5.10. The COUNTY, MOOSIC, City of Scranton and/or SSA and the LRBSA covenant to comply with all valid acts, rules, regulations, orders and directives of any legislative, executive, administrative or judicial body applicable to construction, operation, repair, and maintenance related to its sewer system which discharges wastewater to the Scranton Sewer System or Montage Sewer System.

SECTION 5.11. Each party covenants that during the term of this Agreement it will not discontinue operation of its sewage collection system.

SECTION 5.12. The SSA without written consent of the other parties may enter into Agreements, from time to time, in addition to this Agreement, with any person, party, corporation, entity, municipality, or municipal authority pursuant to which the SSA shall agree to convey, treat and/or dispose of wastewater of the other party to such Agreement, in connection with use and operation of the Scranton Sewer System.

SECTION 5.13. The COUNTY, MOOSIC and the LRBSA agree to comply (including furnishing necessary information to the SSA) with requirements of statutes, rules, regulations and conditions relating to the SSA's National Pollutant Discharge Elimination System (NPDES) Permit, Water Quality Management Permit, Solid Waste Management Permit, Air Quality Permit, Industrial Pretreatment Program, and any other federal or state permits or agreements, and the obligation of the SSA thereunder, which relate to Users of the COUNTY, MOOSIC and the LRBSA.

SECTION 5.14. The COUNTY, MOOSIC and the LRBSA, as appropriate, agree to implement and perform infiltration and inflow studies and corrective procedures necessary to limit excessive inflow and infiltration of Storm Water or Ground Water into any part of any sewer system discharging wastewater to the Scranton Sewer System in a manner satisfactory to the SSA in accordance with generally recognized standards of engineering practice, or, as appropriate, in a manner which complies with any grant, agreement, or any other law, rule or regulation which governs the Montage Sewer System or the Scranton Sewer System.

The SSA agrees to implement and perform infiltration and inflow studies and corrective procedures necessary to limit excessive inflow and infiltration of Storm Water and Ground Water into any part of the sewer system properly dedicated over to the City of Scranton and/or the SSA, located in the City of Scranton and discharging wastewater to the Montage Sewer System, in a manner satisfactory to the LRBSA and/or MOOSIC in accordance with generally recognized standards of engineering practice, or as appropriate, in a manner that complies with any grant, agreement or any other law, rule or regulation that governs the Montage Sewer System or the Scranton Sewer System.

The requirement for all parties to perform an infiltration and inflow evaluation of their respective sewer systems shall apply if the maximum daily flow limit specified in Section 4.01, or as amended in the future, is exceeded on three (3) or more days during a given calendar year.

SECTION 5.15. The COUNTY, MOOSIC and the LRBSA agree that any construction of and/or extensions to the Montage Sewer System shall be made in accordance with the latest standards of the SSA. Applicable SSA policies and documents, revisions, and supplements thereto shall be adhered to such as, but not limited to: "Standard Construction and Material Specifications for Sanitary Sewer

Extensions for the Sewer Authority of the City of Scranton"; "Requirements of the Sewer Authority of the City of Scranton for the Construction of Sanitary Sewer Extensions"; and "Requirements of the Sewer Authority of the City of Scranton for Connection of Storm Water and Ground Water Drainage". Such construction and/or extensions shall also conform to applicable federal and state law, including but not limited to compliance with the standards set forth in the Pennsylvania Department of Environmental Protection "Domestic Wastewater Facilities Design Manual", and revisions or supplements thereto.

SECTION 5.16. The LRBSA, SSA, MOOSIC and the COUNTY shall require all parties constructing extensions to the Montage Sewer System to comply with all applicable provisions of this Agreement. Furthermore, except for sewer extensions constructed by the COUNTY or LRBSA, all new sewer extensions located within public right-of-way shall be conveyed with appropriate rights-of-way to the municipality in which the extension is located provided that said facilities comply with the standards and requirements of the municipality. The COUNTY, SSA, MOOSIC and/or the LRBSA shall require the municipality owning any sewer extension, if not a party to this Agreement, to comply with all applicable provisions of this Agreement.

The LRBSA, MOOSIC and the COUNTY shall require all Parties constructing such extensions to submit to the SSA copies of applicable DEP Planning Modules, DEP permit applications, DEP permits, construction drawings, certificate of completion by the engineer appointed by the Montage Sewer District, and record drawings, as such documents are developed.

SECTION 5.17. The LRBSA, SSA, MOOSIC and the COUNTY agree that all sewers constructed as a part of or connected to the Montage Sewer System will be Sanitary Sewers; will not connect and will not permit to be connected to said sewers any contributions of Storm Water and/or

Ground Water; and will take any and all necessary action to remove or have removed sources of Storm Water or Ground Water when any such connections become known.

SECTION 5.18. The SSA, MOOSIC, COUNTY, and the LRBSA agrees that any party shall have the right to review, at any time, the volume, pollutant load and character of wastewater being discharged to the Scranton Sewer System, from the Montage Sewer System and to determine whether excessive flows of wastewater, or wastewater of excessive pollutant load, strength or character are being discharged to the Scranton Sewer System, which determination shall be made by application of generally accepted engineering standards and practices. The SSA shall have the right to regulate and limit any such excessive flows of wastewater or wastewater of excessive strength, pollutant load, strength or character to the Scranton Sewer System. The LRBSA shall provide access to the Montage Sewer System, upon reasonable notice and at reasonable times, as may be required by the SSA to sample or verify the characterization of the wastewater flow. MOOSIC shall provide similar access to SSA for lines owned and maintained by Moosic Borough.

SECTION 5.19. A right of recourse is reserved unto the SSA to exercise or utilize any legal remedies available at law or equity or otherwise in the event that the SSA determine the COUNTY or the LRBSA is discharging wastewater of excessive flows, pollutant load or strength, as determined in accordance with 5.16 hereof.

SECTION 5.20. Disputes arising hereunder shall be subject to arbitration under laws of the Commonwealth of Pennsylvania.

SECTION 5.21. Should any one or more of the provisions of this Agreement for any reasons be held illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement

and this Agreement shall in such circumstances be construed and enforced as if such illegal or invalid provisions had not been contained herein.

SECTION 5.22. The construction and effect of this Agreement or any amendment to this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

SECTION 5.23. This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

SECTION 5.24. This Agreement shall become effective upon its execution and delivery by the parties hereto, and, subject to termination in accordance with the provisions hereof, the term hereof shall be perpetual.

IN WITNESS WHEREOF, the several parties hereof have each caused the due execution and attestation hereof by its duly authorized officers as of the day and year aforesaid.

Eugene Barrett (SEAL)
EUGENE BARRETT, CHAIRMAN OF THE
BOARD OF THE SCRANTON SEWER
AUTHORITY

ATTEST:

Herbert Sands
HERBERT SANDS, SECRETARY OF THE BOARD
OF THE SCRANTON SEWER AUTHORITY

Matthew Skrobiszewski (SEAL)
MATTHEW SKROBISZEWSKI, CHAIRMAN OF THE
BOARD OF THE LACKAWANNA RIVER BASIN
SEWER AUTHORITY

ATTEST:

William Kerl
WILLIAM KERL, SECRETARY OF
THE BOARD OF THE LACKAWANNA
RIVER BASIN SEWER AUTHORITY

Joseph Mercatili (SEAL)
JOSEPH MERCATILI, CHAIRMAN OF
MOOSIC BOROUGH COUNCIL

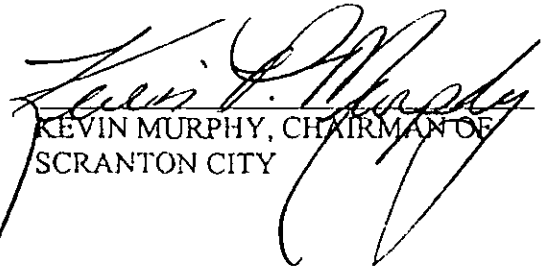
Claire Conaboy
CLAIRE CONABOY, MOOSIC
BOROUGH SECRETARY

Randy Castellani (SEAL)
COMMISSIONER RANDY CASTELLANI

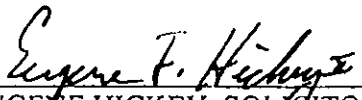
Approved as to form and legality

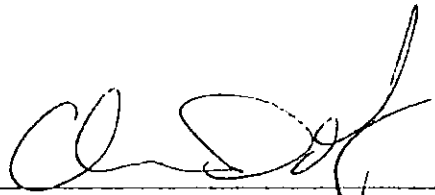
Joseph O'Brien
JOSEPH O'BRIEN,
COUNTY SOLICITOR

Joseph J. Corcoran
COMMISSIONER JOSEPH CORCORAN
Robert Cordaro
COMMISSIONER ROBERT CORDARO

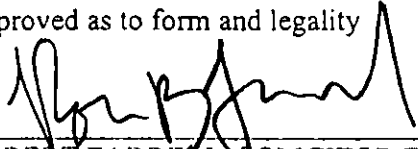
 (SEAL)
KEVIN MURPHY, CHAIRMAN OF
SCRANTON CITY

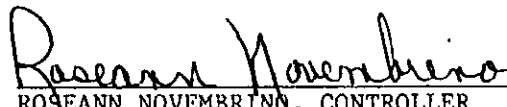
Approved as to form and legality

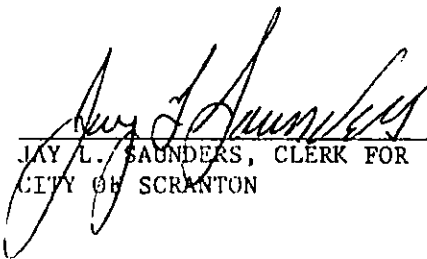

EUGENE HICKEY, SOLICITOR FOR
SCRANTON CITY COUNCIL

 (SEAL)
CHRISTOPHER DOHERTY, MAYOR
SCRANTON CITY

Approved as to form and legality


ROBERT FARRELL, SOLICITOR FOR
CITY OF SCRANTON


ROSEANN NOVEMBRINO, CONTROLLER
FOR CITY OF SCRANTON


JAY L. SAUNDERS, CLERK FOR
CITY OF SCRANTON

RECEIVED

JUL -1 2016

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

EXHIBIT "A"



**MONTAGE SEWER DISTRICT
PLAN**

Scale: 1" = 2000' +/-

Parcel 16 See Attached Note

Montage Sewer District Service Agreement

Exhibit "A"

Montage Sewer District Map

NOTE: Glenmaura Corporate Center Parcel No. 16 has been issued a connection permit by the SSA to treat flow received via the Montage Pump Station. However, this parcel shall be allowed the option of discharging to the Route 502 line depending on the final development plan of the parcel and provisions for on site utilities.

4/3003

RECEIVED

JUL - 1 2016

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

EXHIBIT "B"

MARCH 6, 1996

RULES
Frank J. Naybata
City Clerk

FILE OF COUNCIL NO. 51

1996

AN ORDINANCE
(AS AMENDED)

ESTABLISHING REGULATIONS FOR THE DISCHARGE OF INDUSTRIAL WASTE INTO THE SEWER SYSTEM; PROVIDING FOR THE REQUIREMENT OF CERTAIN PERMITS AND FEES; PROVIDING FOR CERTAIN SAMPLING FLOW MEASUREMENT, TESTING, AND INSPECTION; DEFINING CERTAIN TERMS; AND IMPOSING PENALTIES.

THE COUNCIL OF THE CITY OF SCRANTON HEREBY ORDAINS AND ENACTS AS FOLLOWS:

SECTION 1 - GENERAL PROVISIONS

1.1 Purpose and Policy

This Ordinance sets forth uniform requirements for contributors to the Sewer System within the City of Scranton and enables the City to comply with all applicable State and Federal laws required by the Clean Water Act of 1977 and the General Pretreatment Regulations (40 CFR, Part 403).

The objectives of this Ordinance are:

- (1) To prevent the introduction of Pollutants into the Sewer System which will interfere with the operation of the system or contaminate the resulting sludge;
- (2) To prevent the introduction of Pollutants into the Sewer System which will pass through the system, inadequately treated, into the receiving waters or the atmosphere or otherwise be incompatible with the system;
- (3) To improve the opportunity to recycle and reclaim wastewaters and sludges from the system; and
- (4) To provide for equitable distribution of the operating cost of the Sewer

on the written
John J. Pomeroy
COUNCILMAN

CLERKED COPY
Frank J. Naybata, Clerk

This Ordinance defines certain terms and provides for the regulation of contributors to the Sewer System through the issuance of permits to certain non-domestic users and through enforcement of general requirements for all users, authorizes monitoring, testing, inspection and enforcement activities, requires Industrial User reporting, assumes that existing customer's capacity will not be preempted, provides for the setting of fees for the equitable distribution of costs resulting from the program established herein and imposes penalties for Industrial User non-compliance.

This ordinance shall apply to the City of Scranton and to persons outside the City who are, by contract or agreement with the City or its agents, Users of the City's Sewer System. Except as otherwise provided herein, the City of Scranton or its duly authorized representatives or agents shall administer, implement, and enforce the provisions of this ordinance.

SECTION 2 - DEFINITIONS

2.1 Words, Terms and Phrases

The following words, terms and phrases when used in this Ordinance shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning. Words, terms and phrases are as follows:

(1) Act or "the Act": The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C., 1251, et seq.

(2) Approval Authority: The Regional Administrator of EPA.

(3) Authorized Representative of an Industrial User: An authorized representative of an Industrial User may be:

(a) A responsible corporate officer, if the Industrial User is a corporation. For the purpose of this Ordinance, a corporate officer means:

- (i) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or;
- (ii) the manager of one or more of manufacturing, production, or operation facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if the authority to

sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(b) By a general partner or proprietor if the Industrial User is a partnership or sole proprietorship, respectively.

(c) The principal executive officer or director having responsibility for the overall operation of the discharging facility if the Industrial User is a Federal, State, or local government entity, or their agents, or a charitable organization or other such unincorporated entity.

(d) By a duly authorized representative of the individual described in paragraph (a), (b), or (c) of this section:

- (i) the authorization is made in writing by the individual in paragraph (a), (b), or (c);
- (ii) the authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the discharge originates, such as the position of plant manager, operator of a well, or a well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and
- (iii) the written authorization is submitted is submitted to the Control Authority;

(e) If an authorization under paragraph (d) of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters of the company, a new authorization satisfying the requirements of paragraph (d) of this definition must be submitted to the Control Authority prior to or together with any reports to be signed by an authorized representative.

(4) B.O.D. (Biochemical Oxygen Demand): The quantity of oxygen, expressed in mg/l, utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees Centigrade.

(5) Building Sewer: Shall mean that part of the main building or house drain or sewer line inside the walls of the building and extending through the wall to a point five feet (5') from the roadway right-of-way and connecting to the Service Line.

(6) Bypass: The intentional diversion of wastestreams from any portion of an Industrial User's Treatment facility.

(7) Categorical Standards: National Categorical Pretreatment Standard.

(8) City: The City of Scranton, Lackawanna County, Pennsylvania, or its duly authorized representatives or agents.

(9) Color: Color of an Industrial Waste is the color of the light transmitted by the waste solution after removing the suspended material, including the pseudo-colloidal particles.

(10) Composite Sample: A sample that is collected over time, formed either by continuous sampling or by mixing discrete samples. The sample may be composited either as a time composite sample: composed of discrete sample aliquots collected in one container at constant time intervals providing representative samples irrespective of stream flow; or as a flow proportional composite sample: collected either as a constant sample volume at time intervals proportional to stream flow, or collected by increasing the volume of each aliquot as the flow increases while maintaining a constant time interval between the aliquots.

(11) Control Authority: The City of Scranton, Lackawanna County, Pennsylvania or its duly authorized agents.

(12) Cooling Water -

(a) Uncontaminated: Water used for cooling purposes only, which has no direct contact with any raw material, intermediate, or final product and which does not contain a level of contaminants detectably higher than that of the intake water.

(b) Contaminated: Water used for cooling purposes only, which may become contaminated either through the use of water treatment chemicals used for corrosion inhibitors or biocides, or by direct contact with process materials and/or Wastewater.

(13) Direct Discharge: The discharge of treated or untreated Wastewater directly to the waters of the Commonwealth of Pennsylvania.

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

(15) Garbage: Solid waste resulting from the domestic and commercial preparation cooking and dispensing of food and from handling, storage, and sale

of produce.

(16) **Grab Sample:** A sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.

(17) **Groundwater:** That water which is contained in or passing through the ground.

(18) **Holding Tank Waste:** Any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

(19) **Indirect Discharge:** The discharge or the introduction of non-domestic pollutants from any source regulated under Section 307(b) or (c) of the Act (33 U.S.C., 1317) into the Sewer System (including holding tank waste discharged into the system).

(20) **Industrial User:** A source of nondomestic waste. Any nondomestic source discharging Pollutants to a POTW.

(21) **Industrial Waste:** Solid, liquid or gaseous substances, water borne waste or form of energy discharged or escaping in the course of any industrial, manufacturing, commercial, trade, business or research process or in the course of development, recovering or processing of natural resources, but not Sanitary Sewage.

(22) **Interference:** A discharge which, alone or in conjunction with a discharge or discharges from other sources, both inhibits or disrupts the POTW; treatment processes or operations; or its sludge process, use, or disposal; and therefore, causes a violation of any of the POTW's NPDES permit or prevents sewage sludge use or disposal in compliance with specified applicable Federal statutes, regulations, or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Act (33 U.S.C. 1345), Solid Waste Disposal Act (SWDA), the Clean Air Act, the Toxic Substances Control Act, or more stringent State criteria (including those contained in any State sludge management plan prepared pursuant to Subtitle D of the SWDA) applicable to the method of disposal or use employed by the Control Authority.

(23) **Local Limits:** Restrictions on concentration, mass or other characteristics of a Wastewater discharge developed by the Control Authority and imposed on the Industrial Users in order to prevent Interference, Pass-through, or harm to the POTW, human health and safety, or animal or plant life.

(24) **Manhole:** A structure leading from the surface of the ground to a sewer,

permitting access to the sewer.

(25) National Categorical Pretreatment Standard : Any regulation containing Pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act (33 U.S.C. 1317) which applies to a specific category of Industrial Users. This term includes prohibitive discharge limits established pursuant to 40 CFR § 403.5.

(26) National Pollutant Discharge Elimination System or NPDES Permit: A permit issued pursuant to Section 402 of the Act (33 U.S.C.1342).

(27) National Prohibitive Discharge Standard or Prohibitive Discharge Standard: Any regulation developed under the authority of 307(b) of the Act and 40 CFR § 403.5.

(28) New Source: Any building, structure, facility, or installation for which there is or may be a discharge of Pollutants, the construction of which commenced after the publication of proposed Categorical Standards under Section 307(c) of the Act, which Standards will be applicable to such source if they are thereafter promulgated in accordance with that Section. Determination of the applicability of New Source Standards shall be made as provided in the Act and 40 CFR § 403.3.

(29) Operator: Any person having charge, care, management or control of a tank truck(s) or Treatment system(s) used in the removal, transportation, disposal, or Treatment of Sewage and/or Industrial Wastes.

(30) Owner: Any person vested with ownership, legal or equitable, sole or partial, of an improved property.

(31) Pass-Through: A discharge of Pollutant which cannot be treated adequately by the POTW, and therefore exits into the Waters of the State in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation).

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

(33) pH: The logarithm of the reciprocal of the concentration of hydrogen ions, expressed in gram equivalent per liter of solution, and indicating the degrees

of acidity or alkalinity of a substance. It shall be determined by one of the accepted methods described in 40 CFR Part 136.

(34) Pollution: The man-made or man-induced alteration of the chemical, physical, biological, and radiological integrity of water.

(35) Pollutant: Any substance including, but not limited to, dredged spoil, solid waste, incinerator residue, sewage, Garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water.

(36) Pretreatment Requirement: Any substantive or procedural requirement related to pretreatment, other than a National Pretreatment Standard, imposed on an Industrial User.

(37) Pretreatment Standard or Standards: Pretreatment standards shall mean prohibited discharge standards, categorical pretreatment standards, and local limits.

(38) Publicly Owned Treatment Works (POTW): A treatment works as defined by Section 212 of the Act, (33 U.S.C. §1292) which is owned in this instance by the Sewer Authority of the City of Scranton, Pennsylvania. This definition includes any Sewers that convey Wastewater to the POTW treatment plant, but does not include pipes, sewers or other conveyances not connected to a facility providing treatment. For the purposes of this ordinance, "POTW" shall also include any Sewers that convey Wastewaters to the POTW from persons who are, by contract or agreement with the Control Authority, users of the POTW.

(39) POTW Treatment Plant. That portion of the POTW designed to provide treatment to Wastewater.

(40) Pretreatment or Treatment: The reduction of the amount of Pollutants, the elimination of Pollutants, or the alteration of the nature of Pollutant properties in Wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the Sewer System. The reduction or alteration can be obtained by physical, chemical or biological processes, or process changes and other means, except if prohibited by 40 CFR § 403.6(d).

(41) Qualified Analyst: Any person who has demonstrated competency in Wastewater analysis by having analyzed satisfactorily a minimum of three reference Wastewater samples as supplied upon request by the Control Authority, or by submission of their generally recognized documentation of competency.

(42) Sanitary Sewage: The normal water-carried household and toilet waste from any Improved Property, excluding, however, the effluent from septic tanks or cesspools, rain, storm and Groundwater, as well as roof or surface water, drainage or percolating or seeping waters, or accumulation thereof, whether underground or in cellars or basements.

(43) Sanitary Sewer: A Sewer which carries sewage and/or authorized Industrial Wastes and to which storm, surface, and ground waters are not intentionally admitted.

(44) Sewer: A pipe or conduit for carrying sanitary sewage, or authorized Industrial Waste alone or combined with Stormwater.

(45) Sewer Authority: The Sewer Authority of the City of Scranton, Pennsylvania, a Pennsylvania municipal authority.

(46) Sewer System: Publicly Owned Treatment Works (POTW) as defined herein. For the purposes of this Ordinance, "Sewer System" shall also include any sewers that convey Wastewater to the Sewer System from persons who are, by contract or agreement with the Control Authority, users of the Sewer System.

(47) Sewage Treatment Plant: POTW Treatment Plant as defined herein.

(48) Shall is mandatory; May is permissive.

(49) Significant Industrial User: shall be defined as :

a) All Users subject to the National Categorical Pretreatment Standards under 40 CFR Chapter I, Subchapter N; and

b) All Users not subject to the National Categorical Pretreatment Standards that:

- i) Discharges 25,000 gallons per day or more of process Wastewater ("process Wastewater" excludes sanitary, Cooling Water and boiler blowdown Wastewaters)
- ii) Contributes a process wastestream which makes up 5 percent or more of the average dry weather hydraulic or organic (BOD, TSS, etc.) capacity of the treatment plant.
- iii) Has a reasonable potential, in the opinion of the Control or Approval Authority, to adversely affect the

POTW by Interference, Pass-through of Pollutants, sludge contamination, or endangerment of POTW workers.

(50) Significant Noncompliance: An Industrial User is in "significant noncompliance" if its violation meets one or more of the specific criteria listed in Section 6.2 of this Ordinance. If the Control Authority determines that an Industrial User is in Significant Noncompliance (SNC), that User will be included on the annual publication list.

(51) Significant Violator: Any User that is in Significant Noncompliance during any calendar year.

(52) Slug Load: Any discharge of a non-routine, episodic nature, or at a flow rate or concentration which would cause a violation of the prohibited discharge standards.

(53) State: Commonwealth of Pennsylvania.

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

(55) Stormwater: Any flow occurring during or following any form of natural precipitation and resulting thereof.

(56) Suspended Solids: Solids that either float on the surface of or are in suspension in water, Sewage or other liquids and which are removable by laboratory filtering.

(57) Toxic Substances: Any substance or combination of substances that:

- (a) is listed as toxic in regulations promulgated by the Administrator of the Environmental Protection Agency under the provisions of CWA 307(a) or other Acts, or
- (b) is present in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any Sewage Treatment process, to constitute a hazard to humans or animals, to create a public nuisance, or to create any hazard in the Sewer System or in the receiving waters of the Sewage Treatment Plant.

(58) Upset: Means an exceptional incident in which there is

unintentional and temporary noncompliance of permit effluent limitations because of factors beyond reasonable control of the permittee, excluding such factors as operational error, improperly designed or inadequate treatment facilities, or improper operation and maintenance or lack thereof.

(59) User: Any Person who contributes, causes or permits the contribution of Wastewater into the Sewer System.

(60) Wastewater: The liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, whether treated or untreated, which is contributed into or permitted to enter the Sewer System.

(61) Wastewater Contribution Permit: As set forth in Section 4 of this Ordinance.

(62) Water-Cooled Equipment: Any equipment using water as a cooling medium for purposes other than air conditioning or refrigeration.

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

2.2 Abbreviations

The following abbreviations shall have the designated meanings:

- o BOD - Biochemical Oxygen Demand (5 Day)
- o CFR - Code of Federal Regulations
- o COD - Chemical Oxygen Demand
- o EPA - Environmental Protection Agency
- o F - Fahrenheit
- o mg - Milligrams
- o mg/l - Milligrams per liter
- o NPDES - National Pollutant Discharge Elimination System
- o POTW - Publicly Owned Treatment Works
- o SIC - Standard Industrial Classification
- o SIU - Significant Industrial User
- o SNC - Significant Noncompliance
- o SWDA - Solid Waste Disposal Act, 42 U.S.C., 6901,

- o USC - et. seq. United States Code
- o TRC - Technical Review Criteria
- o TSS - Total Suspended Solids

SECTION 3 - REGULATIONS

3.1 Use of Sewer System and Admission of Industrial Waste

(1) All sewage and authorized Industrial Waste may be discharged to the Sewer System except those which are deemed harmful to the system or are specifically prohibited by this Ordinance.

(2) No User shall discharge or cause to be discharged any Stormwater, surface water, Groundwater, roof runoff, subsurface, drainage, non-contact Cooling Water, drainage from tile fields or unpolluted process waters to any Sanitary Sewer.

(3) No User shall contribute or cause to be contributed, directly or indirectly, any Pollutant or Wastewater which will interfere with the operation or performance of the Sewage Treatment Plant or pass-through unaltered by the Sewage Treatment Plant. These general prohibitions apply to all such Users of the Sewer System whether or not the Industrial User is subject to National Categorical Pretreatment Standards or any other National, State, or local pretreatment limits or requirements.

(4) Except as otherwise provided in this Ordinance, no User shall discharge or cause to be discharged to the Sewer System any sewage, Industrial Waste, or other matter or substance:

- (a) Having a temperature which will inhibit biological activity in the Sewage Treatment Plant resulting in Interference, but in no case Wastewater with a temperature at the introduction into the Sewer System which exceeds 120°F or causes the Wastewater entering the Sewage Treatment Plant to be at or above 104°F or is less than 32°F.
- (b) Containing any liquids, solids or gases which by reason of their nature or quantity, are, or may be sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the Sewer System or to the operation of the Sewage Treatment Plant. At no time shall two successive readings on any explosion hazard meter, at the point of discharge into the system (or at any point in the system) be more than five percent (5%) nor any

single reading over ten percent (10%) of the Lower Explosive Limit (LEL) of the meter or having a closed cup flash point of less than 140°F. Prohibited materials include, but are not limited to, gasoline, fuel oil, kerosene, naphtha, benzene, and any other substances which are a fire hazard or a hazard to the system.

- (c) Containing unground Garbage with particles greater than one-half inch (1/2") in any dimension.
- (d) Containing or reacting to form solid or viscous substances or which may cause obstruction to the flow in a Sewer or other Interference with the operation of the Sewage Treatment Plant such as, but not limited to: ashes, cinders, spent lime, stone, dust, sand, mud, straw, shavings, metals, glass, rags, grass clippings, feathers, tar, plastics, wood, whole blood, paunch manure, bentonite, lye, building materials, rubber, asphalt residues, hairs, bones, leather, porcelain, china, ceramic wastes, glass grinding or polishing wastes, hydrolyzed fats, or other solid or viscous substances capable of causing obstruction or other Interference with the operation of the Sewer System.
- (e) Having a pH, stabilized, lower than 6.0 or higher than 9.0 or having any other corrosive or scale forming property capable of causing damage or hazard to structures, equipment, bacterial action or personnel of the Sewer System.
- (f) Containing Toxic Pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any Wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the Sewage Treatment Plant, or to exceed the limitation set forth in a National Categorical Pretreatment Standard. A Toxic Pollutant shall include but not be limited to any Pollutant identified pursuant to Section 307(a) of the Act.
- (g) Containing any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair.
- (h) Which imparts Color which cannot be removed by the

treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts Color to the POTW's effluent thereby violating the Sewer Authority's NPDES permit.

- (i) Containing radioactive substances and/or isotopes of such half-life or concentration as may exceed limits in compliance with applicable State or Federal regulations.
- (j) Containing discharges that results in toxic gases, fumes, or vapors in a quantity capable of causing injury or hazard to workers or violations of any safety regulations, rules, or practices regarding workers' health or working conditions.
- (k) Prohibited by any permit issued by the Commonwealth of Pennsylvania or the Environmental Protection Agency.
- (l) Containing any substance which will cause the Sewage Treatment Plant to violate its NPDES and/or State Permit or the receiving water quality standards.
- (m) Containing any substance which may cause the Sewage Treatment Plant's effluent or any other product of the Sewage Treatment Plant such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the Sewer System cause the Sewage Treatment Plant to be in non-compliance with recognized sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act; any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or State criteria applicable to the sludge management method being used.
- (n) Containing wastes which are not amenable to biological treatment or reduction in existing treatment facilities, including but not limited to non-biodegradable complex carbon compounds.
- (o) Containing any organic compounds of endrin, lindane, methoxychlor, toxaphene, dichlorophenoxyacetic acid, trichlorophenoxypropionic acid or other herbicides, pesticides or rodenticides.

- (p) Causing a hazard to human life or public nuisance.
- (q) Containing Pollutants, including oxygen demanding pollutants (BOD, etc.) released at a flow rate and/or Pollutant concentration which will cause Interference to the POTW.
- (r) Containing petroleum oils, non-biodegradable cutting oil, or mineral oil products in amounts that will Interference or Pass-Through.

(5) If any wastes of the characteristics listed in paragraph (4) of this Section are discharged by any User, the City may take such enforcement actions as deemed appropriate, as enumerated in Section 7 of this Ordinance, to cause such discharge to cease or to require pretreatment of the discharge so that it no longer has the characteristics of a Prohibited Discharge.

(6) Grease, oil, and sand interceptors or traps, shall be provided in restaurants, food preparation facilities, commercial kitchens, vehicle and equipment repair shops, machine shops, swimming pools, or water treatment facilities, whose discharge would exceed, in the opinion of the Control Authority, the limitations established in the Local Limits. All interceptors or traps, shall be of a type and capacity acceptable to the Control Authority, and shall be located as to be readily and easily accessible for cleaning and inspection.

(7) The use of mechanical Garbage grinders producing a finely divided mass, properly flushed with an ample amount of water, shall be permitted upon the condition that no such mechanical Garbage grinder to serve premises used for commercial purposes shall be installed until permission for such installation shall have been obtained from the Control Authority.

(8) Where preliminary Treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the Owner at his expense, and shall be accessible to the Control Authority for inspection and testing.

3.2 National Categorical Pretreatment Standards

The National Categorical Pretreatment Standards found in 40 CFR, Chapter I, Subchapter N, parts 403-472, are hereby incorporated. All Industrial Users which are Categorical Industrial Users under provisions of one or more Categorical Standards are Significant Industrial Users and are required to obtain a Wastewater Contribution Permit as described in Section 4 of this Ordinance.

3.3 Modification of National Categorical Pretreatment Standards

Where the Sewage Treatment Plant achieves consistent removal of Pollutants limited by National Pretreatment Standards, the Control Authority may apply to the Approval Authority for modification for specific limits in the National Pretreatment Standards. "Consistent Removal" shall mean reduction in the amount of a Pollutant or alteration of the nature of the Pollutant by the Sewage Treatment Plant to a less toxic or harmless state in the effluent which is achieved by the system in 95 percent of the samples taken when measured according to the procedures set forth in Section 403.7(c) (2) of (Title 40 of the Code of Federal Regulations, Part 403) - "General Pretreatment Regulations for Existing and New Sources of Pollution" promulgated pursuant to the Act. The Control Authority may then modify Pollutant discharge limits in the National Pretreatment Standards if the requirements contained in 40 CFR Part 403, Section 403.7, are fulfilled and prior approval from the Approval Authority is obtained.

3.4 State Requirements

State requirements and limitations on discharges shall apply in any case where they are more stringent than Federal requirements and limitations or those in this Ordinance.

3.5 Control Authority's Right to Revisions

The Control Authority reserves the right to establish more stringent limitations or requirements, including Local Limits, on discharges to the Sewer System if deemed necessary to comply with the objectives presented in Section 1.1 of this Ordinance.

3.6 Compliance with Applicable Pretreatment Requirements

Compliance with this Ordinance and permits or orders issued hereunder, does not relieve the Industrial User from its obligations regarding compliance with any and all applicable local, State, and Federal pretreatment standards and requirements including any such standards or requirements that may become effective during the term of a permit or order, or this Ordinance.

3.7 Excessive Discharge

No Industrial User shall ever increase the use of process water or other waters, in any way attempt to dilute a discharge as a partial or complete substitute for adequate Treatment to achieve compliance with the limitations contained in the National Categorical Pretreatment Standards, or in any other Pollutant-specific

limitations developed by the Control Authority or State.

3.8 Spill Prevention and Contingency Plan

All Significant Industrial Users, and those Industrial Users identified by the Control Authority shall provide protection from any discharge that could cause a problem to the POTW, whether intentional or accidental. Facilities, equipment, and materials, to prevent these accidental or non-routine discharges shall be provided and maintained at the Owner or Industrial User's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the City Emergency Management Coordinator, the County Emergency Management Coordinator and the Control Authority, for review and comment, before the implementation of this plan. The plan shall contain at least the following elements:

- A description of discharge practices, including non-routine batch discharges;
- A list and description of stored chemicals;
- Procedures for promptly notifying the Control Authority of Slug Load discharges, including any discharge that would violate a specific prohibition under 40 CFR § 403.5(b), with procedures for follow-up written notification within five days;
- Procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run-off, worker training, building of containment structures or equipment, measures for containing toxic organic Pollutants (including solvents), and/or measures and equipment for emergency response; and
- If necessary, follow-up practices to limit the damage suffered by the POTW or the environment.

All existing Significant Industrial Users shall complete such a plan within six (6) months of the effective date of this Ordinance. No Industrial User who commences contribution to the Sewer System after the effective date of this Ordinance shall be permitted to introduce Pollutants into the system until spill prevention and contingency plans have been approved by the Control Authority. Review and approval of such plans and operating procedures shall not relieve the Industrial User from the responsibility to modify the Industrial User's facility as necessary to meet the requirements of this Ordinance.

In the case of an accidental or intentional discharge, or Slug Loading, it is the responsibility of the Industrial User to immediately notify the Control Authority of the incident. The notification shall include location of discharge, type of waste, concentration and volume, and corrective actions.

3.9 Written Notice

Within five (5) days following an accidental or intentional discharge, or Slug Loading, the Industrial User shall submit to the Control Authority a detailed written report describing the cause of the discharge and the measures to be taken by the Industrial User to prevent similar future occurrences. Such notification shall not relieve the Industrial User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the Sewer System, fish kills, or any other damage to Person or property; nor shall such notification relieve the Industrial User of any fines, civil penalties, or other liability which may be imposed by this article or other applicable law.

3.10 Notice to Employees

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

3.11 Notification Requirement

All Industrial Users shall notify the EPA Regional Waste Management Director, the State hazardous waste authorities, and Control Authority, in writing, of any discharges into the POTW greater than 15 kilograms (33 pounds) of a substance, which, if otherwise disposed of would be a hazardous waste under 40 CFR Part 261. Discharge of more than 15 kilograms of non-acute hazardous waste in a calendar month, or of any quantity of acute hazardous waste as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification for each hazardous waste discharged. The Control Authority must be notified of any subsequent changes and/or additions to the hazardous waste discharges. For Industrial Users commencing discharge after July 24, 1990, this notification must be received within 180 days of commencement of discharge. Each notifying Industrial User shall also submit a statement certifying that it has a program in place to reduce the volume and toxicity of wastes generated to the extent that it is economically practical.

3.12 Drainage of Water Filtration Systems

The Industrial User shall at all times properly operate and maintain all facilities and systems of treatment and control (and related apparatuses) which are installed or used by the Industrial User to achieve compliance with this Ordinance. Proper operation and maintenance includes but is not limited to: effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process control, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary procedures only when necessary to achieve compliance with this Ordinance.

(2) Proper Operation and Maintenance

Industrial Users shall design, construct, operate, and maintain at their own expenses Wastewater Treatment facilities whenever necessary to reduce or modify the Industrial User's Wastewater to achieve compliance with this Ordinance, National Pretreatment Standards, any condition or limitation contained in the Industrial User's Wastewater Contribution Permit, or any sludge limitation imposed by Federal, State, or local authorities. The review or approval of Pretreatment facility plans, specifications, and operating procedures by the Control Authority or its consulting engineer shall not excuse or mitigate any violations by the Industrial User of this Ordinance or any Federal, State, or local requirements.

(1) General

3.14 Pretreatment Requirements

Conformity with this Ordinance is to be determined by Control Authority. Pretreatment that does not conform to the requirements of this Ordinance, shall not contain Industrial Waste, chemicals, or other matter, with or without (2) The wastes discharged by the tank trucks or rail car into the Sewer System

at a rate or rates of discharge fixed by the Control Authority. (1) Any waste to be discharged from tank trucks or rail car shall be disposed at the location designated at the Sewage Treatment Plant at the time or times, and

3.13 Removal, Transportation, and Disposal of Sewage and Industrial Wastes

(2) Diatomaceous earth filter back-wash, if discharged to the Sewer System, shall be connected to the Sewer System through settling tanks with no less than three (3) months storage capacity of spent diatomaceous earth, which tanks shall be readily accessible for removing solid waste for disposal.

(1) Sand filter back-wash may be discharged to the Sewer System.

Filter back-wash shall be discharged to the Sewer System as follows:

(3) Duty to Halt or Reduce Activity

Upon reduction of efficiency of operation, or loss or failure of all or part of the Treatment system, the Industrial User shall, to the extent necessary to maintain compliance with this Ordinance, control its production or discharges (or both) until operation of the Treatment system is restored or an alternative method of Treatment is provided. It shall not be a defense for the Industrial User in an enforcement action that it would have been necessary to halt or reduce the activity in order to maintain compliance with this Ordinance.

(4) Bypass of Treatment Facilities

- (a) Bypass of Treatment systems is prohibited unless it is unavoidable to prevent loss of life, personal injury, or severe property damage or no feasible alternatives exist.
- (b) The Industrial User may allow Bypass to occur which does not cause the effluent limitations to be exceeded, but only if it is also for essential maintenance to assure efficient operation.
- (c) Notification of Bypass:
 - (i) Anticipated Bypass. If the Industrial User knows in advance of the need for Bypass, it shall submit prior written notice, at least ten (10) days before the date of the Bypass, to the Control Authority.
 - (ii) Unanticipated Bypass. The Industrial User shall immediately notify the Control Authority and submit a written notice to the Authority within five (5) days. This report shall specify:
 - (a) A description of the Bypass, and its cause, including its duration;
 - (b) Whether the Bypass has been corrected; and
 - (c) The steps being taken or to be taken to reduce, eliminate, and prevent a reoccurrence of the Bypass.

(5) Damage Liability

The Person producing and/or introducing the waste shall be liable for all damages, increased costs of treatment, maintenance, or other costs directly attributable to such waste.

(6) Disposal of Sludges

Sludges, floats, oils, etc., generated by Industrial Users must be contained and transported in a safe manner as prescribed by the rules of Regulatory Agencies, including, but not limited to, the U. S. Department of Transportation and handled by reputable Persons who shall dispose of all such wastes in accordance with all Federal, State, and local regulations. The Owner of such sludges, floats, oils, etc., shall keep records and receipts needed to demonstrate proper disposal for review by the Control Authority upon request.

SECTION 4 - ADMINISTRATION

4.1 Wastewater Discharges

It shall be unlawful for the Owner of an improved property or any other person to discharge to the Sewer System, without first obtaining a permit from the Control Authority, any Industrial Waste except as authorized by the Control Authority in accordance with the provisions of this Ordinance. Upon receipt of the permit application from the Control Authority, the Industrial User will have forty-five (45) days to return the permit application completed and signed by an Authorized Representative, or be subject to Civil Penalties as specified in Section 8.1 of this Ordinance.

4.2 Wastewater Contribution Permit

(1) General

All Significant Industrial Users proposing to connect to or to contribute to the Sewer System shall obtain an Wastewater Contribution Permit before connecting to or contributing to the Sewer System. All existing Industrial Users connected to or contributing to the Sewer System who are not presently permitted but anticipate changes in process or discharge that will:

- (a) Cause that industry to be designated as a Categorical industry as defined by U.S. EPA National Categorical Pretreatment Standard Discharge Limits, or
- (b) Result in changes in discharge volume or character such that the User meets the definition of Significant Industrial User;

shall apply for and obtain a Wastewater Contribution Permit prior to discharging the modified Wastewater to the Sewer System.

(2) Permit Application

Industrial Users required to obtain an Wastewater Contribution Permit shall complete and file with the Control Authority, an application in the form prescribed by the Control Authority, and accompanied by a fee in the amount specified by the current fee schedule. New Industrial Users shall apply at least ninety (90) days prior to connecting to or contributing to the Sewer System. In support of the application, the Industrial User shall submit, in units and terms appropriate for evaluation, the following information:

- (a) Name, address, and location (if different from the mailing address).
- (b) SIC number according to the Standard Industrial Classification Manual, Bureau of Budget, 1972, as amended.
- (c) Wastewater constituents and characteristics required by the Control Authority, as determined by a Qualified Analyst; sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to Section 304(g) of the Act and contained in 40 CFR Part 136, as amended. In instances where an Industrial User has not yet begun operation, therefore Wastewater constituents and characteristics are unknown, submission of comparable data from similar industries will be accepted for permit application purposes.
- (d) Time and duration of contribution.
 - (e) Average daily and 30 minute peak Wastewater flow rates, including daily, monthly, and seasonal variations if any.
 - (f) Site plans, floor plans, mechanical and plumbing plans, spill prevention and containment and details to show all Sewers, Sewer connections, and appurtenances by the size, location, and elevation.
 - (g) Description of activities, facilities and plant processes on the

premises including all materials which could be discharged, whether intentionally or unintentionally by spilling, overflowing, leaking, or other manner of escape.

(h) Where known, the nature and concentration of any pollutants in the discharge which are limited by any Control Authority or State regulations, National Categorical Pretreatment Standards, or National Prohibitive Standard, and a statement certified to by a qualified professional regarding whether or not the Standards are being met on a consistent basis and if not, whether additional Operation and Maintenance (O&M) and/or additional Pretreatment is required for the Industrial User to meet applicable National Categorical Pretreatment Standards or Local Limits.

(i) If additional Pretreatment and/or operation and maintenance will be required to meet the National Categorical Pretreatment Standards or Local Limits; the shortest schedule by which the Industrial User will provide such additional Pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable National Categorical Pretreatment Standard or, in the case of Local Limits, such a date as determined by the Control Authority. The following conditions shall apply to this schedule:

- (1) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional Pretreatment required for the Industrial User to meet the applicable Pretreatment Standards (e.g. hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).
- (2) No increment referred to in paragraph 1 shall exceed nine (9) months.
- (3) Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the Industrial User shall submit a progress report to the Control Authority including, as a minimum, whether or not it complied with the increment of progress to be

met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the Industrial User to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the Control Authority.

- (i) Each product produced by type, amount, process or processes and rate of production.
- (k) Type and amount of raw materials processed (average and maximum per day).
- (l) Number and type of employees, and hours of operation of plant and proposed or actual hours of operation of Pretreatment system.
- (m) Any other information as may be deemed by the Control Authority to be necessary to evaluate the permit application.

The Control Authority will evaluate the data furnished by the Industrial User and may require additional information. After evaluation and acceptance of the data furnished, the Control Authority may issue a Wastewater Contribution Permit subject to terms and conditions provided herein. Applicants wishing to claim confidentiality of information required in the application shall indicate on the application which information is of a confidential nature. Wastewater constituents and characteristics shall not be considered as confidential information. Confidential information shall be treated as set forth in Section 4.4 of this Ordinance, and in accordance with 40 CFR Part 2.

(3) Permit Modification

A Wastewater Contribution Permit may be modified for good cause including, but not limited to, the following:

- (a) To incorporate any new or revised Federal, State, or local pretreatment standards or requirements;
- (b) Material or substantial alterations or additions to the Significant Industrial User's operation processes, or discharge volume or character which were not considered in drafting the effective permit;

- (c) A change in any condition in either the Industrial User or the Sewer System that requires either a temporary or permanent reduction or elimination;
- (d) Information indicating that the permitted discharge poses a threat to the Sewer Authority's collection and treatment system, personnel, or the receiving stream;
- (e) Violation of any terms or conditions of the permit;
- (f) Misrepresentation or failure to disclose fully all relevant facts in the permit application or in any required reporting;
- (g) Revision of or a grant of variance from such Categorical Standards pursuant to 40 CFR § 403.13; or
- (h) To correct typographical or other errors in the permit;
- (i) To reflect transfer of the facility ownership and/or operation to a new owner/operator;
- (j) Upon request of the permittee, provided such a request does not create a violation of any applicable requirements, standards, laws, or rules and regulations.

The filing of a request by the permittee for a permit modification does not stay any permit condition.

(4) Application Signatories and Certification

All Wastewater Contribution Permit applications and subsequent Industrial User reports must be signed by an Authorized Representative of the Industrial 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."

(5) Permit Conditions

Wastewater Contribution Permits shall be expressly subject to all provisions of this Ordinance and all other applicable regulations, Industrial User charges and fees established by the Control Authority. Permits may contain the following:

- (a) The unit charge or schedule of Industrial User charges and fees for the Wastewater to be discharged to the Sewer System.
 - (b) Limits on the average and maximum Wastewater constituents and characteristics.
 - (c) Limits on average and maximum rate and time of discharge or requirements for flow regulations and equalization.
 - (d) Requirements for installation and maintenance of inspection and sampling facilities.
 - (e) Specifications for monitoring programs which may include sampling locations, frequency of sampling (twice per year at minimum), number, types, and standards for tests and reporting schedule.
- (f) Compliance schedule.
- (g) Requirements for submission of technical reports, discharge reports or baseline monitoring reports.
 - (h) Requirements for maintaining and retaining plant records relating to Wastewater discharge as specified by the Control Authority, and affording Control Authority access thereto.
 - (i) Requirements for notification of the Control Authority for any new introduction of Wastewater constituents or any substantial change in the volume or character of the Wastewater constituents being introduced into the Sewer System.
 - (j) Requirements for notification of Slug Load discharges.
 - (k) A statement of duration, as set forth in Section 4.2.6, of this Ordinance.

- (l) A statement of nontransferability, as set forth in Section 4.2.7 of this Ordinance.
- (m) A statement of the applicable civil and criminal penalties as set forth in Section 8 of this Ordinance.
- (n) Other conditions as deemed appropriate by the Control Authority to ensure compliance with this Ordinance.

(6) Permit Duration

Permits shall be issued for a specified time period, not to exceed five (5) years. A permit may be issued for a period less than a year or may be stated to expire on a specific date. The Industrial User shall apply for permit reissuance a minimum of 90 days prior to the expiration of the Significant Industrial User's existing permit.

The terms and conditions of the permit may be subject to modification by the Control Authority during the term of the permit as limitations or requirements as identified in Section 2 are modified or other just cause exists. The Significant Industrial User shall be informed of any proposed changes in his permit at least thirty (30) days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

(7) Permit Transfer

Wastewater Contribution Permits are issued to a specific Significant Industrial User for a specific operation. A Wastewater Contribution Permit shall not be reassigned or transferred or sold to a new owner, new Industrial User, different premises, or a new or changed operation without the approval of the Control Authority. Any succeeding Owner or Industrial User shall also comply with the terms and conditions of the existing permit.

(8) Permit Appeals

The permittee may petition to appeal the terms of a permit within thirty (30) days of issuance. This petition must be in writing; failure to submit a petition for review shall be deemed to be a waiver of the right of appeal. In its petition, the permittee must indicate the permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to be placed in the permit.

The effectiveness of the permit shall not be stayed pending a reconsideration by the Control Authority. The Control Authority, or its appointed agent other than the permit writer, shall review the petition and any pertinent information

provided by the permit writer, and determine if a reconsideration of any permit condition or requirement is proper. If so decided, the Control Authority shall remand the permit to the permit writer for reconsideration of the enumerated conditions or requirements. Upon being so directed the permit writer shall re-examine the relevant portions of the permit and re-issue the permit with any revisions he determines to be proper and allowable. After remand to the permit writer and prior to permit reissuance, those permit conditions or requirements under reconsideration shall not be enforced and prior enforcement actions regarding those conditions or requirements shall be held in abeyance until reissuance of the permit.

The Control Authority's decision not to reconsider a final permit, or the reissuance of a reconsidered permit, shall be considered final administrative action for purposes of judicial review. The permittee seeking judicial review of the Control Authority's final action must do so by filing a complaint with the Court of Common Pleas for Lackawanna County within the prescribed statute of limitations.

(9) Waste Characteristic Change

Any Owner of an improved property who is discharging Industrial Waste into the Sewer System and who contemplates a change in materials, processes or method of the industrial operation producing the waste, or in the Pretreatment facilities, which change will result in a change in the nature of the Industrial Waste then being discharged into the Sewer System shall apply for a new Wastewater Contribution Permit at least thirty (30) days prior to such change. The revised Wastewater Contribution Permit will be subject to a fee. Approval or disapproval of a modified permit shall be regulated by the procedures established hereunder for the issuance of an original permit.

(10) Separation of Wastes

In the case of complete separation of Sanitary Sewage from Industrial Wastes within an establishment, with only the sanitary wastes discharged to the Sanitary Sewer, no Wastewater Contribution Permit shall be required. The Control Authority retains the right to verify discharge characteristics and inspect the establishment.

(11) Files

The Control Authority and all Industrial Users shall maintain a permanent file in which copies of all monitoring activities and results, reports, permits, revisions thereto, and supporting data are filed for a minimum of three (3) years.

In cases of unresolved litigation all such files shall be retained as long as necessary, or as required by the Approval Authority.

(12) Continuation of Expired Permits

An expired Wastewater Contribution Permit will continue to be effective and enforceable until the permit is reissued if:

- (a) The permittee has submitted a completed permit application at least ninety (90) days prior to the expiration date of the Significant Industrial User's existing permit.
- (b) The failure to reissue the permit, prior to the expiration of the previous permit, is not due to any act or failure to act on the part of the permittee.

(13) Duty to Comply

The permittee must comply with all conditions of a Wastewater Contribution Permit. Failure to comply with the requirements of a permit may be grounds for administrative action, or enforcement proceedings including civil or criminal penalties, injunctive relief, and summary abatement.

4.3 Reporting Requirements for Permittee

(I) Baseline Monitoring Reports

- (a) Upon the promulgation of a National Categorical Pretreatment Standard, the Wastewater Contribution Permit of the Significant Industrial User subject to such Standards shall be revised as soon as possible to comply with such standard within the time frame prescribed by such standard.
- (b) Where the User, subject to a National Categorical Pretreatment Standard, has not previously submitted an application for a Wastewater Contribution Permit as required by Section 4.2, the User shall, within 180 days after the promulgation of the applicable National Pretreatment Standard:
 - (i) Apply for a Wastewater Contribution Permit; and
 - (ii) Provide the baseline monitoring information

required by 40 CFR § 403.12(b). This information may be incorporated into the application for a Wastewater Contribution Permit.

(iii) Submit with the baseline monitoring report a compliance schedule which contains, at minimum, the following:

- (1) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional Pretreatment required for the Industrial User to meet the applicable Pretreatment Standards (e.g. hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).
- (2) No increment referred to in paragraph 1 shall exceed nine (9) months.
- (3) Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the Industrial User shall submit a progress report to the Control Authority including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the Industrial User to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the Control Authority.

(c) A Significant Industrial User with an existing Wastewater

Contribution Permit shall submit to the Control Authority, within 180 days after the promulgation of an applicable National Categorical Pretreatment Standard, the information required by 40 CFR § 403.12(b).

- (d) A New Source, or a User that becomes an Significant Industrial User subject to a National Categorical Pretreatment Standard shall submit a report containing the information required by 40 CFR § 402.12(6) at least 90 days prior to commencement of discharge from the regulated process or facility.
- (e) A baseline monitoring report, provided under paragraphs (b)(ii), (c), or (d) of this part, shall be signed by an Authorized Representative of the Industrial User and certified to by a qualified professional as to the correctness of the information contained therein.

(2) Pretreatment Standard Compliance Reporting

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

(3) Industrial Waste Contribution Report

- (a) All Significant Industrial User shall submit to the Control Authority reports indicating the nature and concentration of Pollutants in the discharge which are limited by Pretreatment Standards or Pretreatment Regulations.

- (i) Industrial Users subject to National Categorical Pretreatment Standards, after the Compliance date of the Standard, or in the case of a New Source after the commencement of discharge into the Sewer System, shall submit these reports ten (10) days prior to the first day of June and December unless different dates or more frequent reports are required by the National Categorical Pretreatment Standard or the Control Authority.
 - (ii) Significant Industrial Users not subject to National Categorical Pretreatment Standards shall submit these reports as specified by the SIU's Wastewater Contribution Permit.
 - (iii) Each report shall provide the required information for the period since the previous report (e.g., May through October).
 - (iv) This report shall specifically contain, but not necessarily be limited to, concentration levels of those Pollutants which are limited by the Industrial User's National Categorical Pretreatment Standard or the Local Limits. If requested by the Industrial User, the Control Authority will perform the required analyses and will bill the Industrial User accordingly.
 - (v) In addition, this report shall include a record of all daily flows which, during the reporting period, exceeded the average daily flow reported in Section 4.2.(2)(e) of this Ordinance. At the discretion of the Control Authority and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the Control Authority may agree to alter the months during which the above reports are to be submitted.
 - (vi) If the Industrial User monitors any Pollutant more frequently than required by the Control Authority, using the procedures prescribed in Section 4.3.3(c) of this Ordinance, the results of this monitoring shall be included in the report.
- (b) The Control Authority may impose mass limitations on

Significant Industrial Users regulated by concentration based National Categorical Pretreatment Standards or Local Limits or in other cases where the imposition of mass limitations are appropriate. In such cases, the report required by paragraph (a) of this Subsection shall indicate the mass of Pollutants regulated by National Categorical Pretreatment Standards or the Local Limits in the effluent of the Significant Industrial User. These reports shall contain the results of sampling and analysis of the discharge, including the flow and the nature and concentration, or production and mass where requested by the Control Authority, of Pollutants contained therein which are limited by the applicable National Categorical Pretreatment Standard or Local Limits.

- (c) All sampling and analysis shall be performed in accordance with procedures established by the Environmental Protection Agency pursuant to Section 304(g) of the Act and contained in 40 CFR, Part 136 and amendments thereto.

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

(4) Violation and Sampling Reports

If a Significant Industrial User, as a result of valid sampling and analysis, becomes aware of a violation of any National Categorical Pretreatment Standard, any discharge standard imposed by this Ordinance or contained in a Wastewater Contribution Permit, the SIU shall notify the Control Authority of this fact within twenty-four (24) hours of becoming aware of it. Additionally, the SIU shall provide for additional sampling and analysis and submit a report of the results of this sampling and analysis to the Control Authority with 30 days of becoming aware of the violation.

4.4 Sampling, Flow Measurement, Testing, and Inspection

- (1) Every Significant Industrial User whose property is serviced by a Building Sewer carrying Industrial Waste shall install at his expense a suitable control manhole together with such necessary meters and other appurtenances in the building or lateral Sewer to facilitate observation sampling, and measurement of the waste. The monitoring facility should normally be situated on the Industrial

User's premises, but the Control Authority may, when such a location would be impractical or cause undue hardship on the Industrial User, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles. There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the Industrial User. Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the Control Authority's requirements and all applicable local construction standards and specifications.

- (2) Persons or occupants of premises where Wastewater is created or discharged to the Sewer System shall provide the Control Authority and its representatives and agents bearing proper credentials and I.D. the opportunity of access at any time to any part of any property served by the Sewer System as shall be required for purposes of inspection, measurement, sampling, testing, records examination and records copying, for ascertainment of whether the purpose of this Ordinance is being met and all requirements are being complied with, and for performance of other functions relating to service rendered by the Control Authority. The Control Authority, the Pennsylvania Department of Environmental Resources and the U.S.EPA shall have the right to set up on the Industrial User's property such devices as are necessary to conduct sampling inspection, compliance monitoring and/or metering operations. Where a Industrial User has security measures in force which would require proper identification and clearance before entry into their premises, the Industrial User shall make necessary arrangements with their security guards so that upon presentation of suitable identification, personnel from the Control Authority, the Department of Environmental Resources and the U.S. EPA will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.
- (3) All measurements, tests, and analysis of the characteristics of waters and wastes to which reference is made in this Ordinance shall be determined using methodologies found in 40 CFR Part 136 and shall be under the direct supervision of a Qualified Analyst at the control manhole provided, or upon suitable samples taken at such control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream

manhole in the public Sewer to the point at which the Building Sewer is connected. The control manhole shall contain only the Wastewater of the industry being monitoring and no flows from other sources. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property. The particular analyses involved will determine whether a Composite or Grab Sample of all outfalls of a premise is appropriate.

- (4) The costs of all sampling, testing, inspection, and other monitoring activities shall be borne by the respective Industrial User. The Control Authority will sample and analyze the discharge of each Significant Industrial User holding an Wastewater Contribution Permit at least once per year. The fees for such sampling and analysis will be billed to and shall be paid by the Significant Industrial User.
- (5) The Control Authority shall annually prepare and make available to the public upon request a report listing those Significant Industrial Users which were found to be in violation of one or more provisions of this Ordinance, or any Order or permit issued by the Control Authority at least once during the previous calendar year. The report shall also summarize any enforcement actions taken against a Significant Industrial User(s) during the same 12 months.
- (6) Both the Significant Industrial Users and the Control Authority shall maintain all records relating sampling and testing and all other information obtained relating to compliance with National Categorical Pretreatment Standards, this Ordinance or the SIU's Wastewater Contribution Permit for a period of three (3) years, and all such records shall be made available to officials of the EPA or Approval Authority upon request.
- (7) Information and data on a Industrial User obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other government agency without restriction unless the Industrial User specifically requests and is able to demonstrate to the satisfaction of the Control Authority that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the Industrial User. The Control Authority will maintain a list of all persons, groups, or governmental agencies requesting information, the information supplied, and date supplied. When requested 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 upon written request to governmental agencies for uses related to this Ordinance, the National Pollutant Discharge Elimination System (NPDES) Permit, State Disposal System permit and/or the Pretreatment Programs; provided, however, that such portions of a report shall be available for use by the State or any State agency in judicial review or enforcement proceedings involving the Person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.

SECTION 5 - FEES

5.1 Purpose

It is the purpose of this chapter to provide for the recovery of costs from Industrial Users of the Control Authority's Sewer System for the implementation of the program established herein. The applicable charges or fees shall be set forth in the Control Authority's schedule of charges and fees.

5.2 Charges and Fees

The Control Authority may from time to time collect charges and fees to include:

- (1) Fees for reimbursement of costs of setting up and operating the Control Authority's Pretreatment Program.
- (2) Fees for monitoring, inspections, and surveillance procedures.
- (3) Fees for yearly sampling and analyses of Industrial User's discharge.
- (4) Fees for reviewing accidental discharge procedures and construction.
- (5) Fees for permit and modified permit applications.
- (6) Fees for filing appeals.
- (7) Other fees as the Control Authority may deem necessary to carry out the requirements contained herein.

These fees relate solely to the matters covered by this Ordinance and are separate from all other fees chargeable by the Control Authority. These fees shall

be payable by the Industrial User within forty-five (45) days of notification, or the Industrial User will be subject to such enforcement action deemed appropriate by the Control Authority, including but not limited to, Revocation of Permit.

SECTION 6 - COMPLIANCE

(1) Definition of Noncompliance

Any violation of Pretreatment requirements (including, but not limited to, limits, sampling, analysis, reporting and meeting compliance schedules, and regulatory deadlines) is an instance of noncompliance for which the Industrial User is liable for enforcement, including penalties. Instances of SNC are Industrial User noncompliance which meet one or more of the following criteria:

- (a) Violations of Wastewater discharge limits.
 - (i) Chronic violation - Sixty-six (66) percent or more of the measurements exceed the same daily maximum limit or the same average limit in a six (6) month period (any magnitude of exceedance).
 - (ii) Technical Review Criteria (TRC) violations - Thirty-three (33) percent or more of the measurements exceed the same daily maximum limit or the same average limit by more than the TRC in a six (6) month period.

There are two groups of TRCs:

Group I for compatible pollutants (conventional and nonconventional)
(BOD, TSS, Oil/Grease, Ammonia-Nitrogen)
TRC = + 40%

Group II for all other pollutants

TRC = + 20%

- (iii) Any other violation(s) of a discharge limit (average or daily maximum) that the Control Authority believes has caused, alone or in combination with other discharges, Interference or Pass-Through, or

endangered the health of treatment plant personnel or the public.

- (iv) Any discharge of a Pollutant that has caused imminent endangerment to human health or welfare, or to the environment and has resulted in the Control Authority exercising its emergency authority to halt or prevent such a discharge.
 - (b) Violations of Compliance Schedule Milestones, contained in the permit or enforcement order, for starting construction, completing construction, and attaining final compliance by ninety (90) days or more after the scheduled date.
 - (c) Failure to provide reports for compliance schedules, self-monitoring data, or National Categorical Pretreatment Standard standards (baseline monitoring reports, 90-day compliance reports, and periodic reports) within thirty (30) days from the due date.
 - (d) Failure to accurately report noncompliance.
 - (e) Any other violation or group of violations that the Control Authority considers to be significant.
- (2) An Industrial User in Significant Noncompliance, is a Significant Violator. For all Significant Violators during any calendar year, the Control Authority shall:
- (a) Report this information to the Approval Authority as part of the Pretreatment Performance Summary of Industrial User noncompliance.
 - (b) Annually publish, in the local newspaper of the largest circulation, a list of all Significant Violators, the nature of the violation(s) leading to a finding of Significant Noncompliance, and a summary of actions taken to resolve the Significant Noncompliance.
 - (c) Address the SNC through appropriate enforcement action or document the reasons for withholding enforcement.

SECTION 7 - ENFORCEMENT

When making determinations regarding the level of the enforcement, the Control Authority will consider the severity of the violation, degree of variance from the Pretreatment standards or Local Limits, the duration of the violation, and the fairness, equity, consistency, and integrity of the Pretreatment program.

7.1 Enforcement Response Criteria

(1) Emergency Authority to Suspend or Terminate Service

- (a) The Control Authority may suspend the Wastewater treatment service and/or the Wastewater Contribution Permit of any Industrial User, when such suspension is necessary, in the opinion of the Control Authority, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons, to the environment, or causes Interference to the Sewer System or causes the Control Authority to violate any condition of the POTW NPDES Permit.
- (b) Any Person notified of a suspension of the Wastewater treatment service and/or the Wastewater Contribution Permit shall immediately stop or eliminate the discharge. In the event of a failure of the Person to comply voluntarily with suspension order, the Control Authority shall take such steps as deemed necessary including immediately severance of the Sewer connection, to prevent or minimize damage to the Sewer System or endangerment to any individuals.

The Control Authority shall reinstate the Wastewater Contribution Permit and/or the Wastewater treatment service upon proof of the elimination of the non-complying discharge. A detailed written statement submitted by the Industrial User describing the causes of the harmful discharge and the measures taken to prevent any future occurrence shall be submitted to the Control Authority within five (5) days of the date of the occurrence.

(2) Enforcement Response Guide

For violations not requiring the Control Authority to invoke its emergency authority, certain guidelines shall be developed by the Control Authority and used to determine the appropriate enforcement action to be taken. In instances of continuing violations, enforcement actions, increasing in severity, shall be used until compliance is attained. These guidelines shall be made available for inspection

upon request and may contain the following enforcement actions:

(a) Notice of Violation

Whenever the Control Authority finds that any Industrial User has violated or is violating this Ordinance, a Wastewater Contribution Permit or order issued hereunder or any prohibition, limitation of requirements contained herein, the Control Authority may serve upon said Industrial User a written notice stating the nature of the violation(s). Within ten (10) days of the date of the receipt, a plan for the satisfactory correction and prevention thereof shall be submitted to the Control Authority by the Industrial User. Submission of this plan in no way relieves the Industrial User of liability for any violation occurring before or after receipt of the Notice of Violation.

(b) Consent Orders

The Control Authority is hereby empowered to enter into Consent Orders, assurances of voluntary compliance, or similar documents establishing an agreement with the Industrial User responsible for the noncompliance. Such orders will include specific action to be taken by the Industrial User to correct the noncompliance within a time period also specified by the order. Consent Orders shall have the same force and effect as compliance orders issued pursuant to Section 7.1.2(d) below.

(c) Show Cause Hearing

The Control Authority may order any Industrial User which causes or contributes to violation of this Ordinance or a Wastewater Contribution Permit or orders issued hereunder, to show cause why a proposed enforcement action should not be taken. A notice shall be served on the Industrial User specifying the time and place of a hearing to be held by the Control Authority regarding the violation, the reasons why the action is to be taken, the proposed enforcement action, and directing the Industrial User to show cause before the Control Authority why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days before the hearing. Such notice may be

served on any principal executive officer, general partner, corporate officer, or duly authorized agent thereof. Whether or not a duly notified Industrial User appears as noticed, immediate enforcement action may be pursued.

(i) The Control Authority may itself conduct the hearing and take the evidence, or may designate any of its members or any officer, employee, or agent of the City to:

(a) Issue in the name of the Control Authority notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings;

(b) Take the evidence;

(c) Transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the Control Authority for action thereon.

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

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

(d) Compliance Order

When the Control Authority finds that a Industrial User has

violated or continues to violate this Ordinance or a Wastewater Contribution Permit or orders issued thereunder, an order may be issued to the Industrial User responsible for the discharge directing that, following a specific time period, sewer service shall be discontinued unless adequate treatment facilities, devices, or other related appurtenances have been installed and are properly operated. Orders may also contain other requirements as might be reasonably necessary and appropriate to address the noncompliance, including, but not limited to, the installation of pretreatment technology, additional self-monitoring, and management practices.

(e) Injunctive Relief

Whenever an Person has violated or continues to violate the provisions of this Ordinance or a Wastewater Contribution Permit or orders issued hereunder, the Control Authority, through the Solicitor, may petition the Court for issuance of preliminary or permanent injunction or both (as may be appropriate) which restrains or compels the activities on the part of that Person. Civil Proceedings

If any User violates the provisions of this Ordinance, any Wastewater Contribution Permit, any Order issued to that User by the Control Authority, or any other applicable State or National law, regulation or rule, the Control Authority Solicitor may commence an action for appropriate legal and/or equitable relief in the Court of Common Pleas of Lackawanna County.

(g) Criminal Proceedings

Any Person who willfully or negligently violates any provision of this Ordinance, a Wastewater Contribution Permit, or orders thereunder, or who knowingly makes any false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this Ordinance, or Wastewater Contribution Permit, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Ordinance, the Control Authority Solicitor may request the District Attorney of Lackawanna County to commence appropriate legal action.

(h) Revocation of Permit

Any Industrial User who violates the following conditions of this Ordinance, a Wastewater Contribution Permit, orders thereunder, or applicable State and Federal regulations, is subject to having its permit revoked:

- (i) Failure of a Industrial User to factually report the Wastewater constituents and characteristics of his discharge.
- (ii) Failure of the Industrial User to report significant changes in operations, or Wastewater constituents and characteristics.
- (iii) Refusal of reasonable access to the Industrial User's premises for the purpose of inspection or monitoring; or
- (iv) Violation of conditions of the permit.
- (v) Non-payment of charges and/or fees stated in Section 5 and Section 8 of this Ordinance.

If a permit is revoked, the Control Authority may take steps it deems advisable, including severance of the Sewer connection, to promote compliance with this Ordinance.

SECTION 8 - PENALTIES - COSTS

8.1 Civil Penalties

Any User who is found to have violated an Order of the City Council or fails to comply with any provision of this Ordinance, or any orders, rules, regulations and permits issued hereunder, shall be fined not more than \$10,000 for each offense. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense. In addition to the penalties provided herein, the Control Authority may recover reasonable attorneys' fees, court costs, court reporters' fees and other expenses of litigation by appropriate suit at law against the Person found to have violated this Ordinance or the orders, rules, regulations, and permits issued hereunder.

8.2 Criminal Penalties

Any individual who knowingly, willfully, or intentionally makes any false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this Ordinance, or Wastewater Contribution Permit, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Ordinance, shall, upon conviction, be punished by a fine of not less than \$1,000 or more than \$100,000 and/or by imprisonment for not more than one year.

8.3 Recovery of Costs Incurred

In addition to Civil and Criminal Penalties, the Industrial User violating any of the provisions of this Ordinance or the Industrial User's Wastewater Contribution Permit that causes damage to or otherwise inhibits the Control Authority's Sewer System and/or Sewage Treatment Plant, shall be liable to the Control Authority for any expenses, loss, or damage caused by such violation or discharge. The Control Authority shall bill the Industrial User for costs incurred by the Control Authority for any cleaning, repair, or replacement work caused by the violation or discharge. Refusal to pay the assessed costs shall constitute a separate violation of this Ordinance and subject the Industrial User to Revocation of Permit as specified in Section 7.1, 2(i) of this Ordinance.

8.4 Enhanced Penalty Authority

In addition to the remedies stated in Section 7 of this Ordinance, and, Penalties as specified in this Section, Act 90, House Bill No. 795, enacted March 17, 1992, is incorporated herein by reference, in order to enhance the ability to enforce industrial pretreatment standards against industrial users of POTW's.

SECTION 9 - SEVERABILITY

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

SECTION 10 - CITY OF SCRANTON - SEWER AUTHORITY OF THE CITY OF SCRANTON - INTERRELATIONSHIP

The Relationship between the City of Scranton and the Sewer Authority of the City of Scranton is governed by the provision of the 1968 Trust Indenture & Lease and the Operating Agreement of 1990 & other applicable ordinances.

SECTION 11 - CONFLICT AND HEADINGS

All other ordinances and parts of other ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

The headings in this Ordinance are solely for convenience and shall have no effect in the legal interpretation of any provision hereof.

SECTION 12 - EFFECTIVE DATE

The Control Authority reserves the right to make changes from time to time as, in its opinion, may be desirable or beneficial and to amend this Ordinance in such manner and at such times as, in its opinion, may be advisable. This Ordinance becomes effective immediately upon approval by the Council of the City of Scranton.

SECTION 13 - HOME RULE CHARTER

This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

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Passed by The Council

MARCH 20, 1996

receiving the affirmative votes of Council Persons

Approved March 26, 1996

WALSH, BARRETT, HAZZOURI, NOONE & POCIUS

James V. Conklin May

Negative - NONE

Certified Copy

John J. Pocius

Frank J. Hough City Cle

President

3.27.96

RECEIVED

JUL - 1 2016

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

EXHIBIT "C"

MONTAGE SEWER DISTRICT SERVICE AGREEMENT

EXHIBIT C

SUMMARY OF MONTAGE SEWER DISTRICT WASTEWATER FLOWS

EXISTING DEVELOPMENT AND APPROVALS

All parties accept the following summary as reflecting the status of existing planning and development within the Montage Sewer District as of the date of this Agreement.

<u>Glenmaura (Parcel/Lot)</u>		<u>Flow (GPD)</u>	
Single Family Homes			
A - F	(58)	23400	
H	(8)	2800	
I	(8)	3500	
J,K	(38)	20300	
L,N	(16)	4800	Phase III
S		4800	
Alpine Drive	(16)	4800	
Townhouses			
U	(129)	35250	Glenmaura Commons
V	(51)	12750	Glenmaura Commons
Commercial			
1A		630	Lackawanna County Visitors Center
1B		869	
3A		727	
3B		1344	
3C		14500	CIGNA
10B		350	Glenmaura Sales Office
10C		3192	
10D		294	
12		17150	
13		10160	
14		4800	State Farm
14A1		294	
14A2		294	
16		8652	See note below.
17A1		1361	
17A2		865	
17B		1932	
18A		4000	
18B1		9250	Courtyard Marriott
18B2		6000	
19A		1474	
19B		2054	
19C,D		15050	Cinemark
20C,D		4074	Tier II (Buildings C & D)

NOTE: Parcel 16 has been issued a connection permit by the SSA to treat flow received via the Montage Pump Station. However, this parcel shall be allowed the option of discharging to the Route 502 line depending on the final development plan of the parcel and provisions for on site utilities.

Office Park at Montage (SLIBCO)

Prudential Asset Management	5000	
Prudential Asset Management	3000	1993 Expansion
J.C. Penney	4000	
WNEP T.V.	660	
Diversified Records	500	
Remaining SLIBCO Allocation	16320	

Other Existing Development

Boy Scouts	130
Montage Ski Lodge	21000
Ski Shop	500
Lackawanna County Stadium	80000
Quinn Computer	500
Stadium Office Park	3000
Hampton Inn	20000
Marvelous Muggs	7200
Comfort Suites	10000
Montage Amphitheater	70000
Clough Harbor	300

PROVISIONS FOR FUTURE DEVELOPMENT

Capacity allowances are being provided for the following potential future developments. The flows indicated will not be exclusively allocated to the developments listed below until such time as PADEP Planning Modules for Land Development have been submitted and approved.

Glenmaura		
Single Family Homes	(40)	14000
Townhouses	(14)	3360
Lots 19A1-19A8		48472
		Revised usage - Restaurants
Cybel		50000

Proposed Montage Pump Station	
Design Average Flow	579658

Design Pumping Rate	750 GPM
---------------------	---------

MONTAGE AGMT ATTACH

4/3003

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

EXHIBIT "D"

EXHIBIT "D"

The following list is established for the purpose of identifying and assigning ongoing operation and maintenance responsibility for existing sewer lines within the Montage Sewer District and Glenmaura Development. The parties to this Montage Service Agreement shall be responsible for the operation and maintenance of the sewage facilities and sewer lines identified below.

Lackawanna County / LRBSA

- *Montage Mountain Pumping Station*
- *Montage Force Main from the Montage Pumping Station to SSA discharge Manhole #7A (see attached map).*
- *Montage Mountain Road from Davis Street to the Montage Ski Lodge.*
- *Glenmaura National Boulevard – COUNTY/LRBSA shall be responsible for collector sewers located within the right of way of the loop road from the Lackawanna County Visitors Center through the Glenmaura Corporate Center to the Montage Mountain Road intersection near the Glenmaura Sales Office. Also Glenmaura National Boulevard from its intersection with Montage Mountain Road to its intersection with Route 502.*
- *Lakeview Drive.*

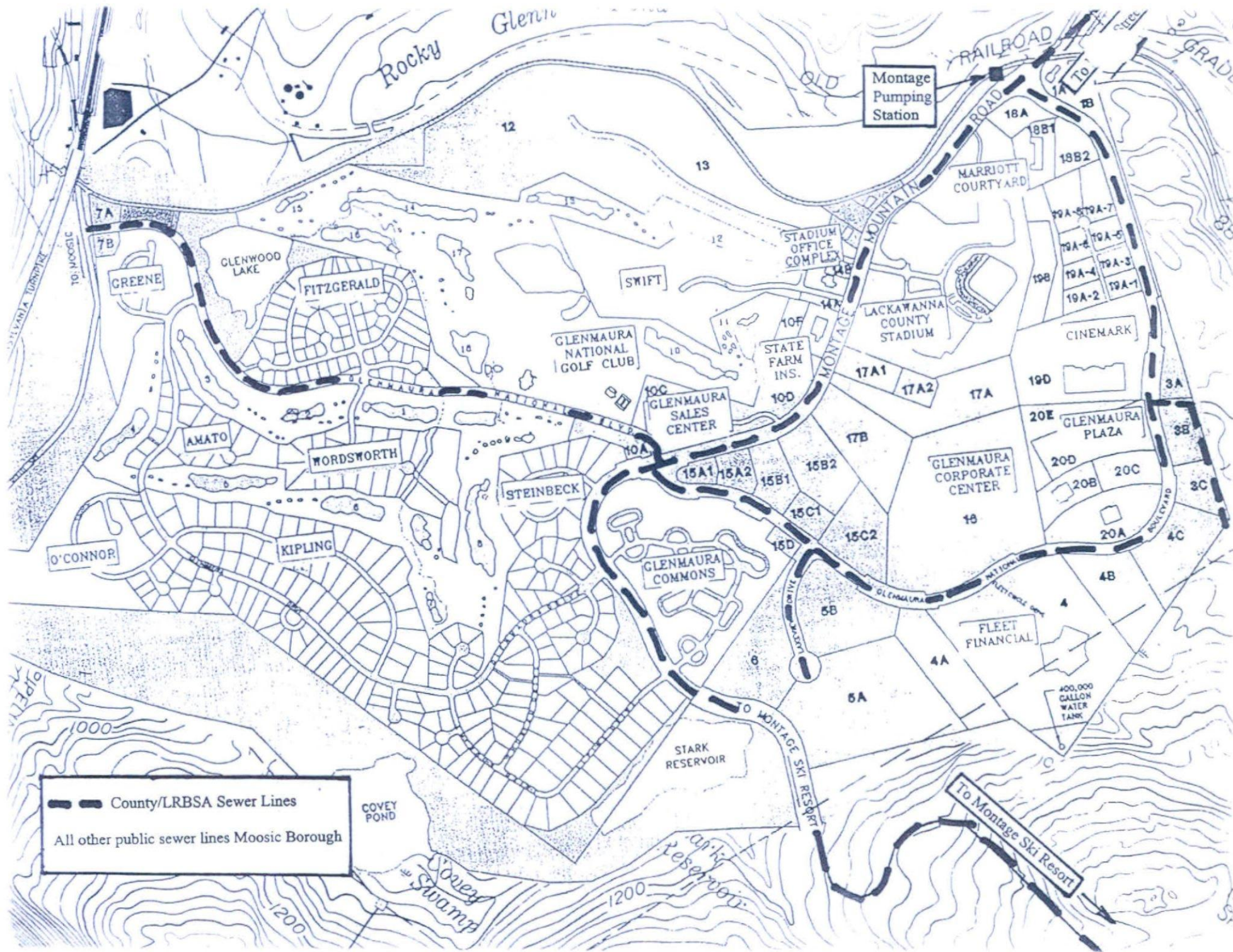
Scranton Sewer Authority



- *Manhole No. 7A at the discharge of the Montage Force Main and subsequent sewers downstream (see attached map).*

Moosic Borough

- *All other public sewage collection main lines located within Glenmaura Development and/or Moosic Borough dedicated to and accepted by Moosic Borough.*

Operation and maintenance responsibility for subsequent new sewer extensions shall be assumed by the applicable municipality, or its authorized agent, upon proper and legal dedication, in accordance with the terms of this agreement.



 County/LRBSA Sewer Lines
 All other public sewer lines Moosic Borough

Montage Pumping Station

RAILROAD

MARRIOTT COURTYARD

STADIUM OFFICE COMPLEX

LACKAWANNA COUNTY STADIUM

GLENMAURA NATIONAL GOLF CLUB

STATE FARM INS.

GLENMAURA SALES CENTER

CINEMARK

GLENMAURA CORPORATE CENTER

GLENMAURA PLAZA

GLENMAURA COMMONS

FLEET FINANCIAL

400,000 GALLON WATER TANK

STARK RESERVOIR

To Montage Ski Resort

COVEY POND

Covey Swamp

Stark Reservoir

GREENE

FITZGERALD

SWIFT

AMATO

WORDSWORTH

STEINBECK

O'CONNOR

KIPLING

7A

7B

12

13

12

16

11

10F

10E

10D

10C

10B

10A

17A1

17A2

17A

19D

20E

20D

20C

20B

20A

3A

3B

3C

4C

4B

4A

6A

5B

6

15D

15C2

15C1

15B2

15B1

15A1

15A2

18B2

18B1

18A

18B

19A-7

19A-6

19A-5

19A-4

19A-3

19A-2

19A-1

GRAD

TO MOOSIC

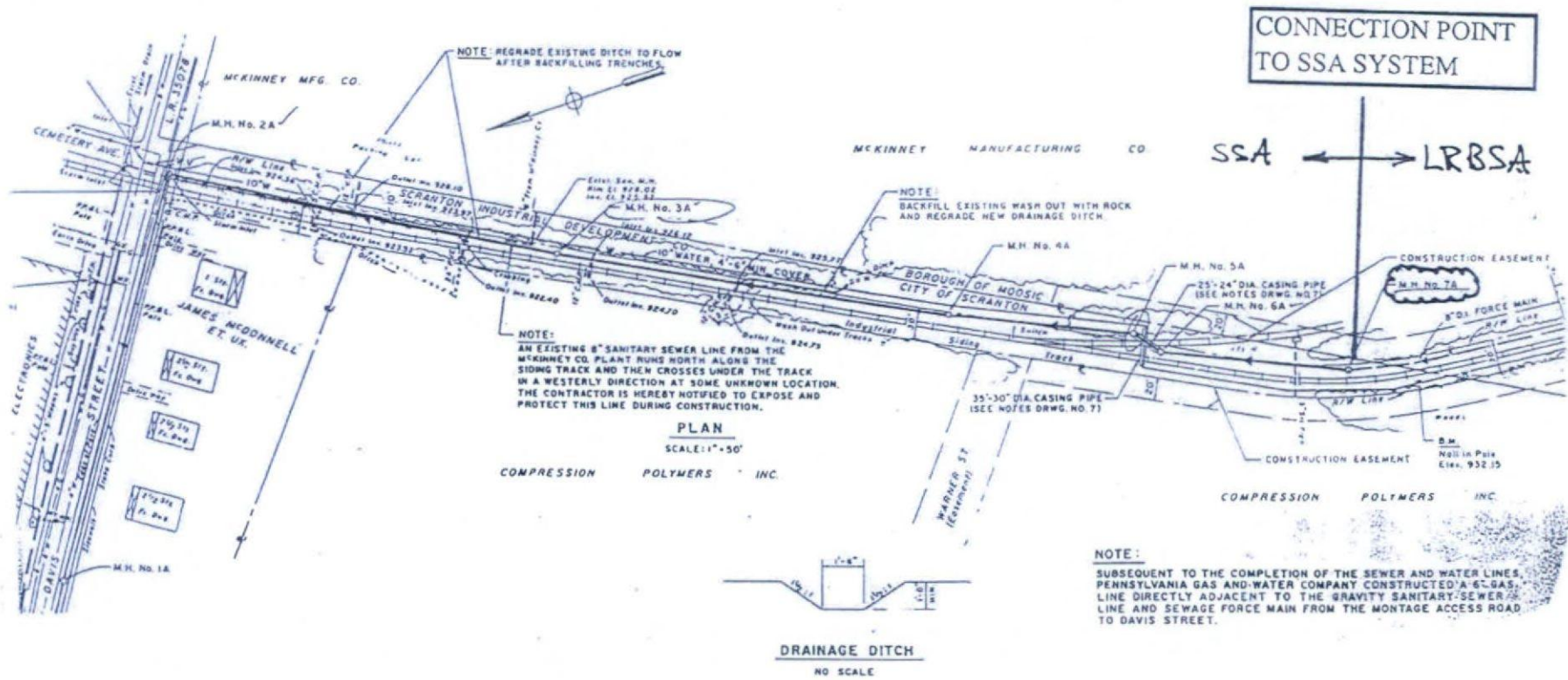
TO MOOSIC

TO MONTAGE SKI RESORT

Rocky Glen

1000

1200



CERTIFICATE OF SERVICE

AGREEMENT BETWEEN THE SEWER AUTHORITY OF THE CITY OF SCRANTON, THE CITY OF SCRANTON, LACKAWANNA COUNTY, THE LACKAWANNA RIVER BASIN SEWER AUTHORITY, AND THE BOROUGH OF MOOSIC, PENNSYLVANIA, DATED JULY 24, 2003, FOR THE ACCEPTANCE, CONVEYANCE, TREATMENT, AND DISPOSAL OF WASTEWATER FROM THE MONTAGE, INC. WASTEWATER COLLECTION SYSTEM AT THE SCRANTON WASTEWATER COLLECTION SYSTEM AND WASTEWATER TREATMENT PLANT, AS WILL BE ASSUMED AND ASSIGNED UPON CLOSING BY WRITTEN AGREEMENT IN A FORM SUBSTANTIALLY SIMILAR TO THE ATTACHED PRO FORMA ASSUMPTION AND ASSIGNMENT AGREEMENT

Docket No. U-2016-_____

I hereby certify that I have this day served a true copy of the filing of the above-referenced agreement, upon the parties, listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

VIA FIRST CLASS MAIL:

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Gina L. Lauffer, Esquire
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DATED: July 1, 2016



David P. Zambito, Esquire
Counsel for Pennsylvania-American Water Company