

**Application of Pennsylvania-American Water Company for Acquisition of  
the Wastewater Assets of the Borough of Brentwood**

**66 Pa. C.S. § 1329**

**Application Filing Checklist – Water/Wastewater**

**Docket No. A-2021-3024058**

18. Rates.
- b. Provide a copy of the seller’s current rules and regulations for service.

**RESPONSE:**

- b. The Borough of Brentwood’s current rules and regulations governing the provision of wastewater service are attached as **Appendix A-18-b**. Section 167-7 incorporates, to the extent they are not inconsistent with other provisions of Brentwood’s sewer ordinance, the provisions of the Rules and Regulations of the Allegheny County Health Department, Article XV, Plumbing and Building Drainage, Chapter 1 and Chapter 13, which can be found at <https://codes.iccsafe.org/codes/pennsylvania/allegheny-county>.

**Chapter 167**

**SEWERS**

**[HISTORY: Adopted by the Borough Council of the Borough of Brentwood 4-28-2014 by Ord. No. 1222<sup>1</sup>. Amendments noted where applicable.]**

**GENERAL REFERENCES**

**Building construction — See Ch. 85.**

**Plumbing — See Ch. 159.**

**Excavations — See Ch. 102.**

**Subdivision and land development — See Ch. 183.**

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1. Editor's Note: This ordinance also superseded former Ch. 167, Sewers, composed of Art. I, Connections and Discharge Regulations, adopted 3-2-1982 as Ch. XVIII, Part 1, of the 1982 Code of Ordinances; Art. II, Collection of Delinquent Charges, adopted 3-2-1982 as Ch. XVIII, Part 3, § A of the 1982 Code of Ordinances; Art. III, Sewer Rates and Charges, adopted 7-1-1986 by Ord. No. 947; Art. IV, Certification of Sanitary Sewer Status, adopted 10-2-1990 by Ord. No. 1001; Art. V, Prohibited Discharges, adopted 12-6-1994 by Ord. No. 1066; and Art. VI, Private Sewage Disposal, adopted 4-15-2003 by Ord. No. 1133.

## ARTICLE I

**Connections and Discharge Regulations  
[Amended 10-17-2016 by Ord. No. 1251]****§ 167-1. Definitions.**

As used in this article, the following terms shall have the meanings indicated:

**BUILDING DRAIN** — The lowest section of the internal sewage drainage system of a structure, which receives the discharge of sewage from other drainage pipes inside the walls of the structure and conveys it to the sewer lateral beginning at the exterior wall of said structure.

**CODE DEPARTMENT** — A building inspector, code enforcement officer, or any other employee of the Borough charged with enforcing building and property maintenance codes.

**PIPE LINER** — A form of trenchless pipe rehabilitation by which a resin made of fiberglass, polyester, or a similar material is cured-in-place to form a new seamless pipe that is located entirely within the host pipe.

**PUBLIC SEWER** — Any pipe or other sewer drainage infrastructure owned and maintained by the Borough of Brentwood and lying within the limits of a public right-of-way or public easement that receives sewage from one or more sewer laterals at a sewer connection.

**SANITARY SEWER SYSTEM** — The building drain, sewer lateral, sewer connection, and public sewer, inclusive.

**SEWAGE** — Any combination of water and water-carried wastes discharged from a structure for conveyance to a wastewater treatment facility.

**SEWER CONNECTION** — A section of pipe that is physically affixed to both the sewer lateral and the public sewer and that is designed to convey sewage from the former to the latter.

**SEWER LATERAL** — The generally horizontal pipe of the sewage drainage system, which receives discharge from the building drain at the exterior wall of a structure and conveys it to the sewer connection at the public sewer.

**§ 167-2. Groundwater or surface water in system prohibited.**

The sanitary sewer system of the Borough of Brentwood shall be used only for the drainage of sewage, and no groundwater or surface water shall be drained into the sanitary sewer system either directly or indirectly. No rain spout, roof drain, area drain, driveway drain, and no foundation drain or sump pump, shall be connected to or discharge into the sanitary sewer system.

**§ 167-3. Prohibited acts.**

- A. No person, firm, or corporation shall damage, alter, or remove any manhole, lamp hole, or any other portion of the public sewer. No person, firm, or corporation shall deposit or discharge any ashes, cinders, sand, mud, straw, shavings, metals, glass, rags, feathers, tar, plastics, wood, whole blood, manure, bentonite, lye, building

materials, rubber, hair, bones, leather, porcelain, china, ceramic wastes, or other solid or viscous substances capable of causing obstruction or other interference into the sanitary sewer system.

- B. The Code Department shall have the authority to prevent from discharging into the sanitary sewer system any substances capable of causing obstruction or other interference with the sanitary sewer system.

**§ 167-4. Permit required.**

- A. No sewer connection shall be installed unless a permit has been obtained from the Code Department. The fee for such permit shall be set annually by resolution of Borough Council.
- B. No permit shall be issued for the installation of a sewer connection by any person other than a master plumber licensed by the Allegheny County Health Department.

**§ 167-5. Requirements for sewer connections.**

- A. The sewer lateral shall be connected to the public sewer at such place designated by the Borough.
- B. Except when the public sewer has been repaired with a pipe liner, the sewer connection shall be in the form of a manufactured wye branch. If no such wye branch is available, it shall be installed at the expense of the person desiring the same.
- C. Except when otherwise prohibited by topographical conditions, any connection between the sewer lateral and the wye branch shall be straight with the line of the wye branch. Under no circumstances shall said connection utilize curved pipe with an angle in excess of 45°.
- D. If the public sewer has been repaired with a pipe liner, the sewer connection shall be in the form of a saddle sleeve, which shall be installed at the expense of the person desiring the same.
  - (1) To facilitate the installation of the saddle sleeve, a single hole shall be core drilled into the public sewer.
  - (2) All saddle sleeves shall include an internal pipe stop so as to prevent intrusion of the sewer lateral into the public sewer.
  - (3) The saddle sleeve shall be positioned at a 45° angle to the direction of flow in the public sewer.
- E. No sewer connection shall be installed in an existing manhole unless a sewer connection stub was provided for at the time that the public sewer was constructed.

**§ 167-6. Excavation and backfilling.**

- A. No material excavated from a sewer lateral trench shall be placed so as to obstruct a road, alley, or sidewalk. A barrier shall be maintained on the banks of such trench.

- B. No backfill shall be placed over any sewer connection until such pipe has been inspected and approved by the Borough. No backfill shall be placed over any sewer lateral or sewer connection until such pipe has been inspected and approved by the Allegheny County Health Department.
- C. Trenches shall be backfilled within 24 hours of the completion of inspection.
- D. Trenches shall be carefully backfilled by tamping to a depth of six inches above the crown of the pipe. No stone shall be used in filling until there is a depth of two feet of fine earth or gravel placed above the crown of the pipe.

**§ 167-7. Rules and Regulations of the Allegheny County Health Department.**

The provisions of the Rules and Regulations of the Allegheny County Health Department, Article XV, Plumbing and Building Drainage, Chapter 1 and Chapter 13, to the extent that they are not inconsistent with any other provision of this article, are incorporated into and made a part of this article as though fully set forth herein.

**§ 167-8. Responsibility for repair and maintenance.**

- A. Except when the sewer lateral is located beneath an improved roadway, alleyway, or walkway owned and maintained by the Borough of Brentwood, repair and maintenance of such sewer lateral is the responsibility of the owner of the structure served by such sewer lateral.
- B. Repair and maintenance of any sewer lateral located beneath an improved roadway, alleyway, or walkway owned and maintained by the Borough of Brentwood shall be the responsibility of the Borough.
- C. Repair and maintenance of the sewer connection is the responsibility of the Borough.

**§ 167-9. Violations and penalties.**

Any person, firm or corporation who or which shall violate any provision of this article shall, upon conviction thereof, be sentenced to pay a fine of not less than \$500 and not more than \$1,000, plus court costs and reasonable attorney fees incurred by the Borough in the enforcement proceedings, and, in default of payment thereof, shall be imprisoned for a term not to exceed 30 days. Every day that a violation of this chapter continues shall constitute a separate offense.

ARTICLE II  
**Sewer Rates and Charges**  
**[Amended 11-24-2014 by Ord. No. 1232]**

**§ 167-10. Definitions.**

As used in the article, the following terms shall have the meanings indicated:

**DWELLING UNIT** — A single structure or portion of a structure providing independent, self-contained living facilities for one or more persons, including permanent provisions for living, sleeping, cooking and sanitation.

**OWNERS** — Includes, but is not to be limited to, individuals, partnerships, associations, joint ventures, corporations, municipalities, subdivisions of municipalities, school districts, joint school districts, authorities, hospitals, public institutions, and charitable institutions, owning real property in the Borough of Brentwood.

**§ 167-11. Agreement with ALCOSAN.**

Brentwood Borough shall agree, and hereby does agree with the Allegheny County Sanitary Authority, hereafter referenced as "ALCOSAN," pursuant to the agreement among Brentwood, ALCOSAN and the City of Pittsburgh, on or about December 1, 1949, that Brentwood shall pay ALCOSAN the aggregate amount of all sewage service charges imposed by ALCOSAN pursuant to said agreement, and any amendments thereto, which otherwise would be payable by sewage service users within Brentwood Borough for the transportation and treatment services rendered by ALCOSAN, which would be consideration for the legal duty of Brentwood Borough to prohibit discharge of sanitary sewage into the waters of the Commonwealth of Pennsylvania. Brentwood hereby covenants and agrees that it shall pay each quarterly statement received from ALCOSAN out of current revenues of the Borough and within 60 days after the date of billing of each such quarterly statement, for sewage transportation treatment services rendered within Brentwood Borough.

**§ 167-12. Current Brentwood third-party sewage collector to bill ALCOSAN customers; conditions.**

- A. Brentwood Borough's current third-party sewage collector shall bill all customers of ALCOSAN within Brentwood Borough in amounts as specified below in § 167-15, which amounts are at least equal to the amounts which would be payable otherwise to ALCOSAN by sewage service users within Brentwood Borough for sewage transportation and treatment services rendered.
- B. The revised rate, payment, billing and collection methods as promulgated in this article shall become effective immediately after the occurrence of the following conditions:
  - (1) Approval by ALCOSAN of the revised procedures for billing, collection and payment of service charges.
  - (2) Payment to ALCOSAN by Brentwood Borough of any and all delinquent bills and charges rendered to sewage service users within the Borough on or before the effective date of said changes in billing, collection and payment.

- (3) Reasonable written notice and/or advertisement to ALCOSAN customers within Brentwood Borough of such revisions in billing, collection and payment procedures.
  - (4) Reasonable written notice to ALCOSAN by the Borough of the commencement of the revised billing, collection and payment procedures.
- C. Prior to the Borough's giving to ALCOSAN the notice required in Subsection B(4) above, billing, collection and payment shall continue to be conducted by ALCOSAN as has been their procedure heretofore.

**§ 167-13. Establishment of rental fees, charges, and rates.**

- A. There is hereby established and imposed within Brentwood Borough sewer and sewage rental and service fees, charges and rates to be levied upon the owners of all real properties within Brentwood Borough served by the sanitary sewers or sewer system of Brentwood Borough or by private sewers or sewer systems which discharge ultimately into the sewage collection system of ALCOSAN, for the purpose of providing for the cost of operation, maintenance, administration expenses, repair costs, reconstruction costs, construction costs, applicable debt service costs, charges by ALCOSAN and other related costs, all with respect to said sewer and sewage system or systems.
- B. In order to determine, calculate and apportion the sewer and sewage rental, charges and fees imposed by this article equitably among the real properties served by Brentwood Borough sanitary sewers or sewer systems or by private sewers or sewer systems discharging ultimately into the sewage system of ALCOSAN, the rentals, fees, charges and rates shall be based primarily on the metered quantities of water used on said real properties, subject to such appropriate adjustments as hereinafter provided or otherwise required and subject to such additional charges, fees or rentals as are adopted for wastes other than sewage, based upon the composition, strength and other characteristics of such waste.

**§ 167-14. Use of meters; nonmetered water.**

- A. In circumstances in which the entire source of water on the premises is metered, the rate charged shall be based upon the quantity of water used as measured by the meter. In circumstances in which the properties and premises involved obtain water from wells or springs, Brentwood Borough, at its option, may require the owner, without expense to Brentwood Borough, to provide on and for the well or spring a meter acceptable to the Borough, or the Borough, at its option, shall make an estimate of the amount of water used from nonmetered sources and discharged into the sanitary sewer systems of the Borough or into private sewers discharging into the sewage system of ALCOSAN.
- B. In circumstances in which more than one dwelling unit uses a single sewage service line, the Borough, at its option, may require either that separate meters shall be installed for each dwelling unit or that the charge for all service to said building or premises shall be apportioned between or among all occupants, as the Borough might elect in its sole discretion.

- C. In circumstances in which residential use and commercial use of the premises are conducted separately or jointly on the same premises, the Borough, at its option and sole discretion, may elect either that separate meters shall be installed for each such use or that the charge for all service to said premises shall be apportioned, between or among all owners, as the Borough may apportion, elect and/or require.

**§ 167-15. General rates.**

The rates, charges and fees for sewer and sewage services to sewerer premises within Brentwood Borough shall be as follows:

- A. Metered water uses. The following schedule of rents, charges and fees shall be applicable to users of metered water, and the charges shall be based upon the metered quantity of water delivered to each water user as measured by the most recent available water meter reading. A sewer service charge shall be imposed and shall be based on the Borough's annual fee resolution.
- B. Brentwood Borough will not impose any minimum user fee charge. All charges and fees will be based on the schedule of service charges set forth above as determined by the metered quantity of water delivered to each water user as measured by the most recent available water meter reading.
- C. In addition to all other charges, there shall be imposed and collected a monthly customer service fee per user. The fee shall be based on the Borough's annual fee resolution.

**§ 167-16. Additional charges for garbage grinders.**

For commercial garbage grinders, there shall be added to the waste user's sewage bill an additional charge of \$100 per quarter year per grinder of one horsepower capacity and a proportionately lower or higher charge per grinder of lesser or greater horsepower capacity.

**§ 167-17. Calculation of rates for other users.**

The quantity of water used by water users other than those referred to in § 167-15A above shall be estimated by Brentwood Borough, and each water user's fee, charges and rents shall be calculated by applying the schedule of rates set forth in § 167-15A above to the estimated quantity of water used.

**§ 167-18. Surcharges for certain waste material.**

In circumstances in which a water user's waste materials contain concentrations of suspended solids and/or biochemical oxygen demand and/or chlorine demand, any of which might affect adversely the sewage collection or treatment facilities or violate any statute, rule or regulation, then the rates, charges, fees and rents set forth hereinabove shall be increased according to the following formulae, at the discretion of Brentwood Borough or if requested by ALCOSAN:

- A. Suspended solids:

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$$F = 2.0 + 1.0 \quad (0.44(SS-275))(275)$$

Where:

F = Multiplying factor to be applied to the basic rate.

SS = Suspended solids of particulate wastes in parts per million (ppm)

**B. Biochemical oxygen demand:**

$$F = 2.0 + 1.0 \quad (0.27(BOD-300))(300)$$

Where:

F = Multiplying factor to be applied to the basic rate.

BOD = Biochemical oxygen demand of particular wastes in parts per million (ppm)

**C. Chlorine demand:**

$$R_c = 0.0167 P_c(C-5) \quad (0.44(SS-275))(275)$$

Where:

R<sub>c</sub> = Surcharge rate for chlorine demand in cents per thousand gallons of waste materials

P<sub>c</sub> = Contract price of chlorine in cents per pound

C = Chlorine demand of particulate wastes in parts per million (ppm)

**§ 167-19. Monthly billing; payment.**

All bills, vouchers and statements of account, hereinafter referred to as "bills," for sewer and sewage rental, service charges and fees imposed by this article shall be rendered and submitted monthly on the basis of the most recent monthly water meter reading or estimate, plus all previously billed and unsatisfied readings and charges. Such rentals, charges and fees shall be due and payable within 21 days from the date of issuance of the bill.

**§ 167-20. Delinquent payments; nonpayments.**

- A. Any fees, charges or rents imposed under this article and not paid within 21 days of the date of issuance of the bill shall be subject to payment of a penalty of 10% of the total amount of such fees, charges, or rents.
- B. Any fees, charges or rents, including delinquent penalties, imposed under this article and not paid within 30 days of the date of issuance of the bill shall be subject to payment of interest in the amount of 1 1/2% per month of the total amount of such fees, charges, or rent.
- C. Any fees, charges, or rents, if not paid within 90 days of the date of issuance of the bill, may be collected as provided by law, including but not limited to an action of assumpsit, distraint of personal property and/or by a lien filed in the nature of a municipal lien or claim. In addition, Brentwood Borough reserves the right to terminate water service after notice, according to law and ordinance, for nonpayment of said fees, charges, rents, penalties, and interest.

**§ 167-21. Administrative powers.**

- A. Brentwood Borough Council may designate either the Borough Manager or a third-party provider, or both concurrently, to act severally or jointly to administer the provisions of this article, including but not limited to collection of all fees, charges, rents, penalties and interests imposed under this article and including the keeping of all records and the establishment of such rules, regulations, documents and forms necessary to administer the provisions of this article.
- B. Brentwood Council is hereby authorized to enter into, cancel or amend any and all contracts or agreements, to prepare and execute all necessary documents and to do all other proper and lawful acts required for the administration of the provisions of this article.

**§ 167-22. Allocation and use of charges, fees, and rents.**

All monies received by Brentwood Borough from the administration of this article and from collection of all rents, fees and charges levied under this article shall be deposited in a special, separate bank account duly marked and designated as the "Brentwood Borough Sanitary Sewer Fund," and shall be used for only the following purposes:

- A. Allocation to, and payment of, all or part of the costs of construction, reconstruction, extension, addition, operation, maintenance, repair, alteration, inspection and administration relating to this article and/or to all or any part of the sanitary sewer systems of Brentwood Borough and of those private sewers systems discharging ultimately into the sewer system of ALCOSAN.
- B. Payment of all or part of applicable debt service costs and charges for construction, reconstruction, extension, addition, operation, maintenance, repair and administration of any part of said sewer systems and/or of this article.
- C. Payment of all or any part of the fees, rents and charges levied by ALCOSAN in or upon Brentwood Borough for use of the ALCOSAN sewage system.
- D. Payment of all or part of any other costs, expenses or charges related to administration of this article and/or to the sanitary sewer systems located within

Brentwood Borough and discharging into the ALCOSAN sewer system.

**§ 167-23. Amendment of schedule of fees, rates, and charges.**

Brentwood Borough Council reserves the right to amend the schedule of rates, rents, fees and charges imposed by this article, from time to time, as required and necessary to produce sufficient revenue to meet the requirements of operation, maintenance, construction, reconstruction, repair and administration, including applicable debt service costs and ALCOSAN charges and all other related charges relevant to the maintenance of the Borough and private sewer systems discharging into the ALCOSAN system and relevant to administration of this article.

**§ 167-24. Violations and penalties.**

Any person, firm, partnership, association, joint venture, corporation, municipality, subdivision of a municipality, school district, joint school district, authority, hospital, public institution, charitable institution or other legal entity violating any provision of this article shall, upon conviction of said violation, be punished by imposition of a fine not to exceed the sum of \$1,000 for each offense, recoverable with cost of prosecution and, in default of payment of such fine and costs, shall be subject to imprisonment for a period not exceeding 30 days. Each day that a violation of this article is continued shall constitute a separate offense. In circumstances involving legal entities which are not natural persons, the penalties imposed hereby may be imposed upon the partners, directors, officers or other members of such legal entities.

ARTICLE III  
**Collection of Delinquent Charges**  
**[Amended 11-24-2014 by Ord. No. 1232]**

**§ 167-25. Payment of delinquent sewer charges; billing.**

- A. All rates, fees, and charges for the collection, disposal, and treatment of sewage and other sewage costs shall be billed to the owner of the relevant premises, on a monthly basis, for all services previously rendered and not paid. The owner of any unit that is made available for lease or rent may designate the responsible agent, as listed on the rental unit registration document under § 163-5, as the payer of the bill.
- B. Each such bill described in Subsection A above shall be payable, in full, within 21 days from the date of issuance of said bill, and any amount not paid within 21 days shall be deemed delinquent and shall be subject to penalties and interest as outlined in § 167-20.
- C. Each such bill described in Subsection A that has not been paid within 90 days of the date of issuance of said bill shall be subject to the termination of service procedures described in § 167-26.
- D. Each such bill described in Subsection A that has not been paid within 90 days of the date of issuance of said bill shall be satisfied at the Brentwood Municipal Building or, if the Borough should elect to host an electronic payment system, as an electronic transaction through a link provided on the Borough website. Personal checks shall not be accepted as an instrument for the payment of any bill that has not been paid within 90 days of the date of issuance of said bill.

**§ 167-26. Termination of service.**

- A. With respect to any premises within Brentwood Borough where there are outstanding sewer rates, fees, or charges that have not been paid within 90 days of the date of issuance of the bill, Brentwood Borough Council shall designate either the Borough Manager or a third-party collector, or both concurrently, with the authority to secure the termination of water services, pursuant to the procedures set forth herein, until the payment in full of all delinquent charges, interests, penalties, and other costs incurred as a result of the collection of said delinquent charges and the termination and restoration of water services to said premises.
- B. Brentwood Borough Council is hereby authorized to enter into an agreement with the incumbent Water Utility providing for the termination and restoration of water services to premises subject to delinquent sewer rates, fees, charges, and costs.
- C. The termination of water service to delinquent premises shall be achieved pursuant to the following procedures:
  - (1) The Borough Manager and/or his designee shall maintain complete and accurate records of all delinquent charges, interests, penalties, and other costs incurred in the provision of sewer services, the termination and restoration of water to delinquent premises, the service and posting of notice to delinquent

payers, all reimbursement to the Water Utility, and all other costs, expenses, and charges relevant to these procedures.

- (2) The Borough Manager and/or his designee shall make written request to the Water Utility for termination or restoration of water services to delinquent premises and shall certify to the Water Utility that the bill for the relevant premises has not been paid within 90 days of the date of issuance of said bill, that the claim or lien for such service has been assigned by ALCOSAN to Brentwood Borough, that there has been posted a written notice of proposed water termination at the main entrance to the delinquent premises and that the Borough has given minimum notice of 10 days of its intention to request water termination at said delinquent premises, and that the Borough has not received a written and notarized affirmation from the liable payer stating that said payer has a just defense to the claim or any part thereof.
- (3) With respect to each bill that has not been paid within 30 days of the date of issuance of said bill, the Borough Manager and/or his designee shall provide written notice on the subsequently issued bill to the payer liable for the sewer rates, fees, charges or costs of the Borough's right to terminate water service, and shall provide commensurate notification for each bill that has not been paid within 60 days of the date of issuance of the bill.
- (4) With respect to each bill that has not been paid within 90 days of the date of issuance of said bill, the Borough Manager and/or his designee shall provide written notice on the subsequently issued bill to the payer liable for the sewer rates, fees, charges or costs of the Borough's intention to post a notice of water termination at the main entrance to the delinquent premises, and shall request the Chief of Police to designate a Borough police officer to post said notice at least 10 days prior to the Borough Manager and/or his designee delivering the request for water termination to the Water Utility. A service fee shall be assessed against the payer of any premises on which a notice of water termination is posted and shall be based on the Borough's annual fee resolution.

#### **§ 167-27. Notices for residential rental properties.**

Should a bill associated with a premises containing at least one residential rental unit not be paid within 60 days of the date of issuance of said bill, the Borough Manager and/or his designee shall notify the landlord ratepayer via certified mail of the Borough's right to terminate water service at least 37 days prior to delivering the request for water termination to the Water Utility, and shall notify each residential tenant at least 30 days prior to delivering said request, in accordance with the provisions of the Utility Service Tenants Rights Act, 53 P.S. § 399.1 et seq. The landlord ratepayer shall be responsible for reimbursing the Borough for all associated mailing fees.

#### **§ 167-28. Restoration of water service.**

- A. With respect to any premises within Brentwood Borough for which a request for termination of water service has been issued, water service shall not be restored unless all delinquent sewer rates, fees, charges, costs, penalties, interest, service fees issued by the Borough associated with the posting of the notice of water

termination and service fees issued by the Water Utility associated with the termination and restoration of water service have been satisfied in full.

- B. Upon receipt of full payment of the monies described in Subsection A above, the Borough Manager and/or his designee shall, within 24 hours, issue a request to the Water Utility to initiate restoration of water service to the delinquent premises.

**§ 167-29. Payment plans.**

- A. Any payer who has not satisfied a bill within 90 days of the date of issuance of said bill may, as an alternative to making full payment, enter into a payment plan with the Borough Manager and/or his designee. Partial payments shall not be sufficient to prevent termination of water service unless said payment plan has been arranged and executed by the Borough Manager and/or his designee.
- B. The payment plan shall be a written contract, signed in person at the Brentwood Municipal Building by both the payer and the Borough Manager and/or his designee.
- C. Any payer who has not satisfied a bill issued prior to January 1, 2015, by a third-party collector within 90 days of the date of issuance of said bill and enters into a payment plan shall be required to pay, prior to the execution of said payment plan, a minimum of \$50 at the Brentwood Municipal Building or through the electronic payment system. Said payer shall continue to pay a minimum of \$50 per month for up to one year or until the delinquent balance is satisfied in full, whichever occurs sooner.
- D. Any payment plan executed pursuant to Subsection C above shall be nullified if the payer does not satisfy all bills issued subsequent to January 1, 2015, within 90 days of the date of issuance of said bill.
- E. Any payer who has not satisfied a bill issued after January 1, 2015, within 90 days of the date of issuance of said bill and enters into a payment plan shall be required to pay, prior to the execution of said payment plan, one-half of the total balance for the delinquent premises at the Brentwood Municipal Building or through the electronic payment system.
- F. Any payment plan executed pursuant to Subsection D above shall be nullified if the payer does not satisfy the remaining balance within 30 days of the execution of said payment plan.
- G. If the payer breaches the repayment terms outlined in the payment plan, the delinquent premises shall be subject to termination of water service.
- H. If the payer breaches the repayment terms outlined in the payment plan, then the payer shall be prohibited from entering into a future payment plan for the following two years. The Borough Manager and/or his designee shall keep written record of the names and addresses of payers who are prohibited from entering into a payment plan and the date upon which said ban will expire.

**§ 167-30. Delinquent charges to become lien.**

- A. If the payer does not satisfy all delinquent rates, fees, charges, penalties, interest and all other expenses and costs incurred under this article within five days of the termination of water service, the Borough shall issue a notice of intent to assess counsel fees in the form of a municipal lien, and, if payment is not received pursuant to this notice, shall file a municipal lien upon the premises and real property subject to said delinquency.
- B. The Borough reserves the right to immediately issue a notice of intent to assess counsel fees without exhausting the termination of service measures outlined in § 167-26 above upon notification from the Water Utility that a payer has closed the water account for a delinquent premises.

**§ 167-31. Additional remedies.**

No provision of this article shall be deemed to be a waiver of any other right or remedy available to Brentwood Borough under the law for the collection of delinquent sewer or sewage fees, rates, charges and other costs, and the Borough of Brentwood hereby reserves the right to pursue any and all such lawful remedies either collectively or separately.

**§ 167-32. Designation of Borough Manager and/or third-party provider as collector.**

From time to time, Brentwood Borough Council may designate either the Borough Manager or a third-party provider, or both concurrently, to exercise the powers and discharge the duties conferred upon them by the provisions of this article. Such action and direction by Borough Council shall be taken pursuant to Council's adoption of a motion at a public meeting of Council by simple majority vote of the Council members present at said meeting, if the number of members present constitutes a quorum of the total number of Council members.

## ARTICLE IV

**Certification of Sanitary Sewer Status.  
[Amended 10-17-2016 by Ord. No. 1251]****§ 167-33. Definitions.**

As used in this article, the following terms shall have the meanings indicated:

**CODE DEPARTMENT** — A building inspector, code enforcement officer, or any other employee of the Borough charged with enforcing building and property maintenance codes.

**DEFECT** — Any crack, fracture, hole, deformity, collapse, or similar structural degradation of the pipe wall of a sewer lateral, or any separation of the pipe joints of a sewer lateral, whereby stormwater, groundwater, or surface water is allowed to flow into the lateral.

**DYE TEST** — Any commonly accepted plumbing test wherein dye is introduced into a stormwater or surface water collection system of real property to determine if stormwater or surface water is entering any sanitary sewer system.

**DYE TEST COMPLIANCE CERTIFICATION** — A written official statement from Brentwood Borough stating that there are no illegal stormwater, groundwater, or surface water connections into the sanitary sewer system, which illegal stormwater, groundwater, or surface water connections would violate any existing Borough ordinance regulating sewers.

**ILLEGAL STORMWATER OR SURFACE WATER CONNECTION** — The discharge of basement seepage, groundwater, surface water or other extraneous liquid, or the connection of any rain spout, roof drain, area drain, driveway drain, foundation drain, or sump pump, into any sanitary sewer system.

**MUNICIPAL LIEN OR TAX CERTIFICATION LETTER** — A written letter from Brentwood Borough concerning municipal liens, sewage charges, refuse charges, and/or property taxes.

**PERSON** — Any person, partnership, association, syndicate, firm, corporation, institution, agency, authority or other individual or entity recognized by law as the subject of rights or duties.

**PLUMBER** — A natural person registered and licensed by the Allegheny County Health Department to perform maintenance and repair of plumbing systems.

**SEWER CONNECTION** — A section of pipe that is physically affixed to both the sewer lateral and the public sewer, as defined in § 167-1, and that is designed to convey sewage from the former to the latter.

**SEWER LATERAL** — The generally horizontal pipe of the sewage drainage system, which receives discharge from the building drain, as defined in § 167-1, at the exterior wall of a structure and conveys it to the sewer connection at the public sewer.

**SEWER LATERAL COMPLIANCE CERTIFICATION** — A written official statement from Brentwood Borough stating that there are no defects in the sewer lateral, which defects would violate any existing Borough ordinance regulating sewers.

**TEMPORARY CERTIFICATION OF COMPLIANCE** — A written statement from the

Borough issued pursuant to the terms of § 167-35 set forth herein below in this article.

**TRANSFER** — Any conveyance of real property that results in a change of names listed on the deed for said real property. A transfer shall not be deemed to have occurred if a change of names was due to the marriage, divorce, or death of spouse, or due to the creation of a trust in which the current owner or owners are exclusively named as beneficiary.

**VIDEO CAMERA INSPECTION** — Any commonly accepted plumbing test whereby a video camera is inserted into and travels through the entirety of the sewer lateral to determine if there are any defects in the sewer lateral, or if any illegal stormwater or surface water connection is entering the sewer lateral.

**§ 167-34. Compliance certification required; application. [Amended 10-22-2018 by Ord. No. 1270]**

- A. It shall be unlawful to transfer real property within Brentwood Borough on which a building or improvement exists, without first attaining a dye test compliance certification and a sewer lateral compliance certification, or a temporary certification of compliance, issued by Brentwood Borough.
- B. Any person, hereinafter referred to as the "seller," transferring real property within Brentwood Borough shall make application for a dye test compliance certification and a sewer lateral compliance certification. Said application must be made on a form furnished by the Borough at least 21 days prior to the date of closing said sale transaction. Should the seller fail to apply for the dye test, the purchaser of the property shall apply for said test and obtain the necessary certification.
- C. The seller and purchaser shall be jointly and severally responsible to secure performance of a dye test and a video camera inspection on the real property to be sold, which shall be conducted by a master plumber. Said master plumber shall complete a form, to be furnished by Brentwood Borough, confirming that said property has been dye tested and that the sewer lateral has been subject to a video camera inspection, and certifying the results of the same. Said master plumber shall also furnish a recorded copy of the results of the video camera inspection in DVD-video format to the Code Department.
- D. If there are found no illegal storm- or surface water connections, upon presentation of the completed form with acceptable test results and findings to the Code Department, the Borough Manager or his designee shall issue a dye test compliance certification to the purchaser, contingent upon payment by the seller and/or purchaser to the Borough of a fee in an amount set forth by resolution of Borough Council.
- E. If there are found no sewer lateral defects, upon inspection and approval of the video camera inspection results by the Code Department, the Borough Manager or his designee shall issue a sewer lateral compliance certification to the purchaser, contingent upon payment by the seller and/or purchaser to the Borough of a fee in an amount set forth by resolution of Borough Council.
- F. If the dye test, video camera inspection, or other investigation reveals the existence of illegal storm- or surface water connections, then no dye test compliance

certification will be issued to the purchaser until the illegal storm- or surface water connections are removed and certification of such removal by a master plumber is received by the Code Department. If a defect is sighted in the sewer lateral, no sewer lateral compliance certification will be issued to the purchaser until the sewer lateral is repaired by a master plumber and said repairs are certified by the same. Upon the repair of the sewer lateral defects, said master plumber shall perform a video camera inspection and shall furnish a recorded copy of the results of the same in DVD-video format to the Code Department.

**§ 167-35. Temporary certification of compliance. [Amended 10-22-2018 by Ord. No. 1270]**

- A. A temporary certification of compliance may be issued by the Borough Manager or his designee if it is proven to the satisfaction of the Code Department that dye testing and/or video camera inspection cannot be performed prior to the transfer of such real property due to one of the following circumstances:
- (1) Adverse weather conditions as would interfere with the accuracy of the dye test and/or video camera inspection.
  - (2) An agreement to transfer the real property in "as-is" condition, whereby contractually precluding the performance of the dye test and/or video camera inspection prior to the conveyance of the deed.
- B. In the circumstances referenced herein, a temporary certification of compliance may only be issued when the seller and/or purchaser provides the Code Department with all of the following at least seven days prior to the proposed date of closing for said transaction. However, should such real property be transferred through a Sheriff Sale, then the purchaser shall be solely responsible to provide the same within seven days of the date of said transaction.
- (1) Security in cash, certified check, cashier's check, or money order in the amount of \$500.
  - (2) A written escrow agreement on a form furnished by the Borough, and such escrow agreement shall be signed by both the seller and the purchaser of said real property, as well as the Borough Manager or his designee, whereby the purchaser agrees to repair, at the purchaser's sole expense, any illegal storm- or surface water connections or any sewer lateral defects discovered as a result of said subsequent dye test and/or video camera inspection. However, if such real property is transferred through a Sheriff Sale, then only the purchaser and the Borough Manager or his designee shall be required to sign the same.
- C. The dye test and/or video camera inspection shall be performed within 14 days of the date of closing of said transaction.
- D. If the dye test and/or video camera inspection reveals the existence of illegal storm- or surface water connections and/or defects in the sewer lateral, such illegal storm- or surface water connections and/or defects in the sewer lateral shall be removed or repaired within 21 days of the same.
- E. No provision of this subsection shall prohibit an agreement between the seller and

the purchaser, requiring the seller to reimburse said purchaser for any cost incurred pursuant to this article; provided, however, that primary responsibility and liability for correction of any illegal storm- or surface water connection and/or sewer lateral defect shall be acknowledged by both the seller and the purchaser to run with the land, and provided further that no agreement between the seller and the purchaser shall affect the Borough's power to enforce the provisions of this or other Borough ordinances or excuse any owner of said real estate from full performance or compliance.

- F. A temporary certification of compliance may be issued by the Borough Manager or his designee if an illegal storm- or surface water connection and/or sewer lateral defect is discovered and the necessary remedial actions to correct such illegal storm- or surface water connection and/or sewer lateral defect would require such length of time as would create a practical hardship for the seller or the purchaser.
- (1) In the circumstances referenced herein, a temporary certification of compliance may only be issued when the applicant provides the Code Department with all of the following at least seven days prior to the proposed date of closing for said transaction:
    - (a) A bona fide, fully signed and executed written contract between the applicant and a master plumber, obligating the master plumber to complete the necessary remedial work, and granting Brentwood Borough status as a third-party beneficiary of said written contract, with full legal and equitable power to enforce any and all of the provisions of said written contract.
    - (b) Security in cash, certified check, cashier's check, or money order, in the total amount of said contract, including labor and materials, which security must be submitted to the Borough with the application forms.
    - (c) A written escrow agreement on a form furnished by the Borough, and such escrow agreement shall be signed by both the seller and the purchaser of said real property, as well as the Borough Manager or his designee. Said escrow agreement shall name the Borough as a third-party beneficiary of said escrow agreement, whereby the purchaser is obligated to, and responsible for, all cost overruns related to the remedial work and granting a license, easement and right-of-way to the Borough and its designated agents or representatives for entry upon said real property to enable commencement and completion of the work in the event of default by the plumber, the seller, or the purchaser.
  - (2) No provision of this subsection shall prohibit an agreement between the seller and the purchaser, requiring the seller to reimburse said purchaser for any cost incurred pursuant to this article; provided, however, that primary responsibility and liability for correction of any illegal storm- or surface water connection and/or sewer lateral defect shall be acknowledged by both the seller and the purchaser to run with the land.
- G. The Borough Manager or his designee shall determine when each such temporary certification of compliance shall expire and the plumber, the seller, and the purchaser shall all be advised, in writing, of the expiration date. Upon expiration of

said temporary certification of compliance without completion of the remedial work, the security posted shall be forfeited and may be used by Brentwood Borough for completion of necessary remedial work. If the applicant is attempting in good faith to correct violations but is unable to do so within the time specified in the notice, the applicant shall have the right to request, in writing, such additional time as may be needed to complete correction work, which request shall not be unreasonably withheld.

**§ 167-36. Sewer lateral defects within a public right-of-way.**

- A. In accordance with § 167-8, if a dye test and/or video camera inspection reveals that illegal stormwater or surface water connections and/or sewer lateral defects are located within a public right-of-way, and such illegal stormwater or surface water connections and/or sewer lateral defects are located beneath an improved roadway, alleyway, or walkway owned and maintained by the Borough of Brentwood, then the Borough shall be responsible for necessary corrective action to remediate the same.
- B. The Borough shall not reimburse the applicant for any work performed prior to the submission and review of a copy of the video camera inspection by the Code Department.

**§ 167-37. Municipal lien letters; tax certification letters; period of validity for compliance certificates.**

- A. A request for a municipal lien letter and a tax certification letter must be accompanied by a valid document of certification of compliance and payment of fees, in amounts set by resolution of Borough Council. The request for a municipal lien letter must be submitted to the Borough, and the request for a tax certification letter must be submitted to the Borough Tax Collector, both of which must be submitted at least 10 business days before such letters are to be provided to the applicant. No municipal lien letter or tax certification letter will be released until all valid documents of certification of compliance, and the commensurate fees, have been received by the Borough.
- B. The dye test compliance certification, sewer lateral compliance certification, municipal lien letter, and tax certification letter shall be valid for the shorter of the following periods of time:
  - (1) Five years from the date of issuance; or
  - (2) Until the date of sale or conveyance of the subject property, including intrafamilial transfers.

**§ 167-38. Additional rules and regulations; construal of provisions.**

- A. Borough Council may adopt and promulgate reasonable rules and regulations for the operation and enforcement of this article, which may include, but shall not be limited to, the following:
  - (1) Forms and methods of providing security and guaranty to the Borough.

- (2) Approved forms of all applications, acknowledgements, contracts, agreements, certifications, or other required documents.
- B. Nothing in this article is intended to limit, or to be construed as limiting, in any fashion or to any extent, the Borough's right to enforce any other Borough ordinance, resolution, motion, rule or regulation or any of the laws, regulations or rules of the Commonwealth of Pennsylvania, the Pennsylvania Department of Environmental Protection, or the County of Allegheny, nor shall it preclude the Borough from requiring dye testing and/or video camera inspections or other inspections of private sewer systems for the purpose of locating defective piping which would allow surface water or groundwater to enter the system. No provision of this article shall be a defense to any citation issued by any Pennsylvania municipal corporation or by the Commonwealth of Pennsylvania or by the Pennsylvania Department of Environmental Protection or by the government of the United States of America, pursuant to any of their respective statutes, laws, ordinances, rules or regulations.

**§ 167-39. Violations and penalties.**

Any person violating any provision of this article or of any resolution, motion, rule or regulation or other requirement adopted pursuant to this article shall, upon conviction of such violation, be subject to payment of a fine not to exceed \$1,000 per violation and, in a default of payment of such fine, to suffer imprisonment for a term not to exceed 30 days. Each day of violation of any provision of this article shall be construed as a separate violation.

ARTICLE V  
**Prohibited Discharges**

**§ 167-40. Definitions.**

For the purposes of this article, the following terms shall have the meanings hereafter designated:

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

**ALCOSAN** — The Allegheny County Sanitary Authority, including its treatment facility and any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature.

**CORROSIVE WASTE** — A waste or substance which has any of the following properties:

- A. It is aqueous and has a pH of less than or equal to five or greater than or equal to 10, as determined by pH meter.
- B. It is a liquid and corrodes steel (SAE1020) at a rate greater than 6.35 millimeters (0.250 inch) per year at a test temperature of 55° C. (130° F.)

**REACTIVE/EXPLOSIVE WASTE** — A waste or substance which can create an explosion hazard in the sewage collection system or the ALCOSAN treatment facility, which has any of, but is not limited to, the following properties:

- A. It is normally unstable and readily undergoes violent change without detonating.
- B. It reacts violently with water.
- C. It forms potentially explosive mixtures with water.
- D. When mixed with water, it generates toxic gasses, vapors or fumes in a quantity sufficient to present a danger to human health or the environment.
- E. It is a cyanide- or sulfide-bearing waste which can generate toxic gasses, vapors or fumes in a quantity sufficient to present a danger to human health or the environment.
- F. It is capable of detonation or explosive reaction if it is subjected to a strong initiating source or if heated under confinement.
- G. It is readily capable of detonation, explosive decomposition or reaction at standard temperature and pressure.
- H. It is a forbidden explosive as defined in 40 CFR 173.51, or a Class A explosive as defined in 49 CFR 173.53 or a Class B explosive as defined in 49 CFR 173.98.

**HAZARDOUS WASTE** — All wastes that are defined as hazardous under the regulations enacted pursuant to the Resource Conservation and Recovery Act as specified in 40 CFR 261 or under the regulations promulgated pursuant to the Pennsylvania Solid Waste Management Act as specified in 25 Pa. Code 261.

**IGNITABLE WASTE** — A waste or substance which can create a fire hazard in the

sewage collection system or the ALCOSAN Treatment Facility which has any of, but is not limited to the following properties:

- A. It is liquid with a flash point less than 60° C. (140° F.) using the test methods specified in 40 CFR 261.21.
- B. It is an oxidizer as defined in 49 CFR 173.151.

INTERFERENCE — A discharge originating in the Borough which, alone or in conjunction with a discharge or discharges from other sources, both:

- A. Inhibits or disrupts the ALCOSAN facilities, its treatment processes or operations or its sludge processes, use or disposal.
- B. Therefore is a cause of a violation of any requirement of ALCOSAN's National Pollutant Discharge Elimination System, hereinafter referred to as "NPDES," Permit, including an increase in the magnitude or duration of a violation, or of the prevention of sewage sludge use or disposal by ALCOSAN in compliance with the following statutory provisions and regulations or permits issued thereunder, or more stringent state or local regulations: Section 405 of the Clean Water Act; the Solid Waste Disposal Act, including Title 2 or more commonly referred to as the Resource Conservation and Recovery Act and including state regulations contained in and State Sludge Management Plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; and the Toxic Substances Control Act.

PASS-THROUGH — Any discharge of a pollutant through ALCOSAN into the waters of the Commonwealth of Pennsylvania in quantities or concentrations which, alone or in conjunction with other discharges from other sources, is a cause of a violation of any requirement of the ALCOSAN's NPDES permit (including an increase in the magnitude or duration of a violation).

PERSON — Any individual, partnership, co-partnership, firm, company, corporation, association, joint-stock company, trust, estate, governmental entity or any other legal entity or its legal representatives, agents or assigns.

pH — The logarithm, base 10, of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution.

POLLUTANT — Any dredged soil, solid waste, incinerator residue, sewage, garbage, sewage sludge, emissions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt or other industrial, municipal or agricultural waste discharged into water.

POLLUTION — The manmade or man-induced alteration of the chemical, physical, biological and/or radiological integrity of water.

TOXIC POLLUTANT — Any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Environmental Protection Agency, pursuant to Section 307(A) of the Act.

WASTE WATER — The liquid and water carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities and institutions, together with any groundwater, surface water and stormwater that may be present, whether treated or untreated, which is contributed directly or indirectly into the facilities of ALCOSAN.

WATERS OF THE COMMONWEALTH — All streams, lakes, ponds, marshes, watercourses, water ways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems, and other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the Commonwealth of Pennsylvania or any portion thereof.

**§ 167-41. Prohibited wastes and substances.**

- A. No person shall introduce or cause to be introduced directly or indirectly into the facilities of ALCOSAN, or into any sewer, pipe or other conveyance located in the Borough and transmitting substances into the facilities of ALCOSAN, any toxic pollutant or other wastewater which will:
- (1) Cause interference with the operation or performance of ALCOSAN's treatment plant or other facilities; or
  - (2) Pass through ALCOSAN's treatment plant or other facilities.
- B. No person shall introduce, permit or cause to be introduced, directly or indirectly, into the facilities of ALCOSAN or into any piped sewer, pipe or other conveyance located in the Borough and transmitting substances into the facilities of ALCOSAN any of the following:
- (1) Any substance which will endanger the life, health or safety of the treatment plant sewer maintenance and plant operations personnel or which would preclude safe entry into the sewer system or any portion of the treatment plant.
  - (2) Any ignitable, reactive, explosive, corrosive or hazardous waste, except as provided for by ALCOSAN's Rules and Regulations.
  - (3) Any wastewater with a temperature greater than 140° F. (60° C.).
  - (4) Any waste which exceeds the naturally occurring background levels for either Alpha, Beta or Gamma radiation and/or any wastewater containing any radioactive wastes or isotopes of such half-life or concentration not in compliance with applicable state or federal regulations.
  - (5) Any solids or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operations of ALCOSAN's facility or facilities discharging into the ALCOSAN system.
  - (6) Any noxious or malodorous liquids, gasses or solids which either singly or by interaction with other wastes may create a public nuisance or adversely affect public health or safety.
  - (7) Pathological wastes from a hospital or other medical establishment.
  - (8) Garbage, whether ground or not, except properly shredded food waste garbage resulting from the proper use of a garbage grinder or disposer type approved by ALCOSAN and maintained in good operating condition.
  - (9) Sludges or other materials from septic tanks or similar facilities or from sewage or industrial waste treatment plants or from water treatment plants,

unless the discharge of such sludges and other materials is specifically approved by ALCOSAN.

- (10) Any pollutant including oxygen demanding pollutants released in a discharge at a flow rate and/or pollutant concentration which will cause interference with the ALCOSAN facilities.
- (11) Any substance which will cause ALCOSAN's effluent or any other product of the ALCOSAN facilities, such as residues, sludges or scums, to be unsuitable for reclamation processes, including any substance which will cause the ALCOSAN facility to be in noncompliance with sludge use or disposable criteria, guidelines, or regulations developed under Section 405 of the Act, any criteria, guidelines or regulations promulgated pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or state laws or regulations applicable to the treatment or disposal of such effluent or such product.

**§ 167-42. Violation of ALCOSAN rules prohibited; incorporation by reference.**

- A. No person shall take any action or do or cause to be done anything in violation of any rule or regulation of ALCOSAN.
- B. The pretreatment regulations of the Allegheny County Sanitary Authority are incorporated into this article by reference as though fully set forth herein.

**§ 167-43. Violations and penalties.**

Any person violating any provision of this article shall, upon conviction, be punished by a fine not to exceed the sum of \$1,000 for each offense, recoverable with costs, and, in default of payment of the fine and costs, shall be subject to imprisonment in the Allegheny County Jail for a period not exceeding 30 days. Each day a violation is continued shall constitute a separate offense. In addition, any person violating any provision of the ALCOSAN pretreatment regulations may be subject to administrative and civil penalties as provided for by the pretreatment regulations and administered by ALCOSAN. Such penalties may include, but are not limited to, injunctive relief and penalties of up to \$25,000 per day, per violation as provided for by the Publicly Owned Treatment Works Penalty Law, 35 P.S. § 752.1 et seq. Authority to so enforce the pretreatment regulations is granted to ALCOSAN and is in addition to but not in place of any other remedy available to the Borough.

## ARTICLE VI

**Backflow Prevention Device Installation Program****[Added 2-19-2018 by Ord. No. 1262; amended 10-22-2018 by Ord. No. 1270]****§ 167-44. Definitions.**

As used in this article, the following terms shall have the meanings indicated:

**BACKFLOW** — The undesirable reversal of flow of any liquid, gas, or other substance from the desired direction of conveyance.

**BACKFLOW PREVENTION DEVICE** — Any assembly or equipment permanently installed on a sewer lateral in such manner as to prevent the backflow of sewage into a habitable structure.

**CUSTOMER** — Any person, firm, partnership, association, or corporation that owns a piece of real property from which sewage is discharged into the public sewer.

**PUBLIC SEWER** — Any pipe or other sewer drainage infrastructure owned and maintained by the Borough of Brentwood and lying within the limits of a public right-of-way or public easement that receives sewage from one or more sewer laterals.

**SANITARY SEWER SYSTEM** — The building drain, sewer lateral, sewer connection, and public sewer, inclusive.

**SEWAGE** — Any combination of water and water-carried wastes discharged from a structure for conveyance to a wastewater treatment facility.

**SEWER LATERAL** — The generally horizontal pipe of the sewage drainage system, which receives discharge from the building drain at the exterior wall of a structure and conveys it to the sewer connection at the public sewer.

**§ 167-45. Applicability.**

- A. The Borough of Brentwood recognizes that, due to a combination of sheer topography and limited public sewer capacity, during periods of significant precipitation, certain structures that are connected to the sanitary sewer system may experience the backflow of sewage into the habitable areas of the same.
- B. In order to protect the health, safety, and welfare of customers affected by backflow events, the Borough hereby implements a Backflow Prevention Device Installation Program to partially reimburse said customers for the installation of specialized equipment that is designed to prevent such backflow from reaching the habitable areas of the subject structure.

**§ 167-46. Eligibility.**

- A. Any customer who experiences sewage backflow shall provide written documentation of such backflow event on a standardized form furnished by the Borough.
- B. Within 48 hours of the receipt of said form or as soon as reasonably possible thereafter, the Public Works Director and/or Borough Engineer shall perform an investigation of site conditions at the subject property and at the public sewer

connected to the sewer lateral servicing the same. The Borough shall provide the customer with a written report of such investigation.

- C. Following the documentation of two backflow events within a single sewer lateral, excluding any events determined by the Public Works Director and/or Borough Engineer to be the result of negligence by the customer or the customer's agents, said customer shall be eligible to participate in the Backflow Prevention Device Installation Program.
- D. If the subject structure is serviced by more than one sewer lateral, only the specific sewer lateral that has been affected by two documented backflow events shall be eligible to be improved under the terms of the Program.
- E. If two documented backflow events occur on a sewer lateral that services more than one structure, no improvements may be performed under the Program unless all affected customers agree to the terms of the Program.

#### **§ 167-47. Installation.**

- A. The Public Works Director and/or Borough Engineer shall determine the necessary size, model, and placement location for any backflow prevention device installed as part of the Program.
- B. The Borough shall, at its sole expense, retain a plumber licensed by the Allegheny County Health Department to install the backflow prevention device.

#### **§ 167-48. Maintenance.**

- A. Once a backflow prevention device is installed, said device must be kept in an operative condition unless the sewer lateral connected to the same is discontinued and removed. Ongoing and perpetual maintenance of said device shall be a condition of the receipt of service from the public sewer.
- B. The customer agrees to hold harmless and indemnify the Borough from any liability for any damages or injuries pertaining to backflow events that occur after the installation of the backflow prevention device.
- C. The customer shall assume responsibility for all testing and maintenance as may be necessary to ensure the proper operation of the backflow prevention device.
- D. The terms and conditions contained within this section shall be incorporated into the deeds of all affected structures. Said deed amendment shall run with the land and shall bind the current customer and any heirs, assigns, successors, and administrators.

#### **§ 167-49. Violations and penalties.**

Any person who violates any provision of this article shall, upon conviction thereof before a District Justice or other court, be sentenced to pay a fine of not less than \$500 and not more than \$1,000, plus the costs of prosecution. Each day of continuing violation shall constitute a separate offense.