

**Williamstown
Borough Authority**

PO Box 32

**Williamstown, PA
17098-0032**

**Rates, Rules, and
Regulations**

SECTION	TITLE	PAGE
1.	Definitions	3-6
2.	Sewer Use, Rates and Charges	6
	I. Use of Public Sewer Required	6-7
	II. Imposition of Sewer Rent or Charge	7
	Rate System	7-8
	Multiple Users	8-9
	Charges for Industrial Wastes Having Certain concentrations	9-10
	Changes in Flat Rate Classifications and Modifications of Flat Rate	10
	Classifications	10
	Special Agreements	10
	III. Tapping Fee	10-12
3.	Billing and Collections of Sewer Rents, Rates, and Charges	12
4.	Liens for Sewer Rentals: Filing and Collection of Liens	12-13
5.	Prohibited Wastes	13-15
6.	Access	15-16
7.	Permit for Connection and Vacating the Premises	16-17
8.	Sewer System	17
	A. Building Sewer Connections	17
	B. Services Laterals and Building Sewers	17
	C. Pipe and Installation	18
	1. Polyvinyl Chloride Gravity Sewer Pipe	18
	D. Drainage into Sewerage System	18
	E. Disconnection of Service Laterals	18
	F. Control of Service	18-19
	G. Maintenance by Owner	19
	H. Authority Not Responsible	19
9.	Building Sewer and Connections	19-21
10.	Rules and Regulations regarding Building Sewers and Connections to Sewers	22-23
11.	Enforcement	23-24
12.	Responsibility of Owners of Improved Property	24
13.	Additions to and Changes of Sewer Charges	24-25
14.	Effective Date	25
15.	Severability	25
16.	Repealer Clause	25
17.	Grease Interceptors	25
18.	Policies for Sewer Main Extensions	26-29
19.	Information and Special Conditions	29-33

The following Rates, Rules, and Regulations shall be and are hereby declared to be the Rates, Rules, and Regulations of the Williamstown Borough Sewer Authority for the Sewerage System, effective by Resolution duly adopted, by the Authority.

The Rates, Rules, and Regulations are a part of the contract with every consumer who utilizes the sewerage facilities; and every consumer, by utilizing the facilities, agrees to be bound thereby.

No officer, agent for, or employee of the Authority can vary these Rates, Rules, and Regulations; bind it by any agreement, representation, or act except when authorized in writing to do so by executive officer of the Authority after action of the Authority.

SECTION 1 – DEFINITIONS

Unless the context specifically and clearly indicates otherwise, the meaning of terms used in these Rates, Rules, and Regulations shall be as follows:

- A. **Authority**: shall mean the Williamstown Borough Sewer Authority, a Pennsylvania Municipal Authority.
- B. **Billing Unit**: shall mean and include, as applicable, each of the following: a “Commercial Establishment”, a “Domestic Consumer Unit”, an “Industrial Establishment” and an “Institutional Establishment”.
- C. **B.O.D. (Biochemical Oxygen Demand)**: shall mean the quantity of oxygen, expressed in ppm, utilized in the biochemical oxidation of organic matter under standard laboratory procedure shall be that found in the latest edition of “Standard Methods for the Examination of Water and Wastewater” published by the American Public Health Association.
- D. **Borough**: shall mean the Borough of Williamstown, Dauphin County, Pennsylvania, Pennsylvania Municipal Corporation acting by and through its Council or in appropriate cases, its authorized representatives.
- E. **Building Sewer**: shall mean the extension from the sewage drainage system of any structure to the Lateral of a Sewer.
- F. **Commercial Establishment**: shall mean any structure or any portion thereof intended to be used wholly or in part for the

purpose of carrying on a trade, business, or profession or for social, amusement, charitable, or public uses, and which contains plumbing for kitchens, toilet, or washing facilities, excluding Private Dwelling or Living Units.

- G. **Commonwealth:** shall mean the Commonwealth of Pennsylvania
- H. **Residential Consumer Unit:** shall mean any room, group of rooms, building or other enclosure connected directly or indirectly to the Sewer System and occupies or intended for occupancy as separate living quarters by a family or other group of persons living together or by a Person living alone; and each Domestic Consumer Unit in a double house, in a row of connecting houses or in an apartment building shall be billed and shall be considered as a separate Billing Unit.
- I. **Garbage:** shall mean solid wastes resulting from preparation, cooking, and dispensing of food and from handling, storage, and sale of produce.
- J. **Improved Property:** shall mean any property upon which there is erected a structure intended for continuous or periodic habitation, occupancy, or use by human beings or animals and from which structure Sanitary Sewage shall be or may be discharged.
- K. **Industrial Establishment:** shall mean any Improved property located within this Borough and used or intended for use, wholly or in part, for the manufacturing, processing, cleaning, laundering, or assembling of any product, commodity or article, or any other Improved Property located within this Borough, from which wastes, in addition to or other than Sanitary Sewage shall be discharged.
- L. **Industrial Wastes:** shall mean any solid, liquid or gaseous substance or form of energy rejected or escaping in the course of any industrial, manufacturing, trade or business process or in the course of the development, recovery or processing of natural resources, as distinct from Sanitary Sewage.
- M. **Institutional Establishment:** shall mean any room, group of rooms, building or other enclosure connected directly or indirectly to the Sewer System which does not constitute a Commercial Establishment, a Domestic Consumer Unit or an Industrial Establishment, which includes but not limited to religious, educational, or licensed non-profit charitable organizations providing supporting documents for example 501(c) 3 or other acceptable documents.

- N. **Lateral:** shall mean that part of the Sewerage System extended from a Sewer to the curb line or, if there shall be no curb line, to the property line; or if no such Lateral shall be provided, then lateral shall mean that portion of, or place in, a Sewer which is provided for connection of a Building Sewer.
- O. **Multiple Unit:** shall mean any Improved Property in which shall be located more than one Billing Unit.
- P. **Owner:** shall mean any Person vested with ownership, legal, or equitable, sole or partial, of any Improved Property.
- Q. **Person:** shall mean any individual, partnership, trust, association, corporation, municipality, municipal authority, or any other group or entity.
- R. **pH:** shall mean the logarithm of the reciprocal of the concentration of hydrogen ions, expressed in grams per liter of solution, indicating the degree of acidity of alkalinity of a substance.
- S. **Ppm:** shall mean parts per million.
- T. **Private Dwelling Or Living Unit:** shall mean a structure or dwelling intended to be occupied as a whole by one family or an apartment intended to be occupied by one family or other one-family living unit.
- U. **Properly Chopped Garbage:** shall mean normal residential household garbage discharged and has been chopped to such a degree that all of its particles will be carried freely under normal gravity sewer flow conditions, with no particle greater than one-half inch in any dimension.
- V. **Sanitary Sewer:** shall mean the normal water-carried household and toilet wastes discharged from any improved property.
- W. **Sewer:** shall mean any pipe or conduit constituting a part of the Sewerage System used or usable for collection of Sanitary Sewage.
- X. **Sewer Manager:** shall mean any Person who is to be placed in general charge of the Sewerage System.
- Y. **Sewerage System:** shall mean all facilities, as of any particular time, for collecting, pumping, transporting, treating, and disposing of Sanitary Sewage, and owned by the Authority.
- Z. **Suspended Solids:** shall mean solids neither dissolved nor floating on the surface of the liquid, as determined by appropriate procedures found in the latest edition of "Standard Methods for the Examination of Water and Wastewater" published by the American Public Health Association.

- AA. **Total Solids:** shall mean solids that either float on the surface of or are in suspension or dissolved in water, sewage, or other liquids.
- BB. **Toxic Substance:** as defined by the Code of Federal Regulations (CFR) 40, Chapter 261.20-261.33, shall mean any poisonous substance, including copper, cyanide, chromium, beryllium, cadmium, lead, nickel, tin and zinc ions, any phenolic bodies or radioactive isotopes.
- CC. **Water Supplier:** shall mean a municipal supplier in the case where public water is available and the Owner where private water sources are used.

SECTION 2 – SEWER USE, RATES AND CHARGES

I. USE OF PUBLIC SEWER REQUIRED

- A. The Owner of any Improved Property accessible to and whose principal building is within 150 feet from the Sewer System shall connect such Improved Property with and shall use such Sewer System, in such manner as this Authority may require, within 60 days after notice to such Owner from this Authority to make such connection, for the purpose of discharge of all Sanitary Sewage and Industrial Wastes from such Improved Property; subject, however, to such limitations and restrictions as shall be established herein or otherwise shall be established by this Authority, from time to time.
- B. All Sanitary Sewage and Industrial Wastes from any Improved Property, after connection of such Improved Property with a Sewer shall be required under Section 2.I.A., shall be conducted into a Sewer; subject, however, to such limitations and restrictions as shall be established herein or otherwise shall be established by this Authority, from time to time.
- C. If the Owner of any Improved Property located within the Authority service area and accessible to and whose principal building is within 150 feet from the Sewer System after 60 days' notice from this Authority, in accordance with Section 2.I.A., shall fail to connect such Improved Property, as required, this Authority

may enter upon such Improved Property and construct such connection and may collect from such Owner the costs and expenses as well as penalties up to \$600.00 thereof in the manner permitted by law.

- D. No privy vault, cesspool, sinkhole, septic tank or similar receptacle shall be used or shall be maintained at any time upon any Improved Property which has been connected to a Sewer or which shall be required under this section to be connected to a Sewer. Every such privy vault, cesspool, sinkhole, septic tank or similar receptacle in existence shall be abandoned and, at the discretion of this Authority, shall be cleaned and shall be filled, at the expense of the Owner of such Improved Property, under the direction and supervision of this Authority; and any such privy vault, cesspool, sinkhole, septic tank or similar receptacle not so abandoned and, if required by this Authority, not cleaned and filled, shall constitute a nuisance, and such nuisance may be abated, as provided by law, at the expense of the Owner of such Improved Property. No privy vault, cesspool, sinkhole, septic tank or similar receptacle at any time shall be connected with a sewer.

II. IMPOSITION OF SEWER RENT OR CHARGE

There is here imposed upon the Owner of each Improved Property served by the Sewerage System and having the use thereof Monthly Sewer rents or charges payable as hereinafter provided for the use, whether direct or indirect, of the Sewerage System, based on the schedules of classifications and rates or charges hereinafter set forth. All bills are the responsibility of the property owner and will be sent to the owner accordingly. (Motion Passed July 21, 2010)

RATE SYSTEM

Sewer rentals or charges for Sanitary Sewage discharged into the Sewer System from any Improved Property constituting Residential Consumer Unit, Commercial Establishment, or Industrial Establishment shall be upon a flat rate basis for the following classifications at the following monthly rates.

Residential Consumer Unit \$48.00 per month

Classification: Residential Consumer Unit: shall mean any room, group of rooms, building or other enclosure connected directly or indirectly to the Sewer System and occupies or intended for occupancy as separate living quarters by a family or other group of persons living together or by a Person living alone; and each Domestic Consumer Unit in a double house, in a row of connecting houses or in an apartment building shall be billed and shall be considered as a separate Billing Unit.

Commercial Unit.....\$53.50 per month

Classification: Commercial Establishment: shall mean any structure or any portion thereof intended to be used wholly or in part for the purpose of carrying on a trade, business, or profession or for social, amusement, charitable, or public uses, and which contains plumbing for kitchens, toilet, or washing facilities, excluding Private Dwelling or Living Units.

Institutional Unit.....\$53.50 per month

Classification: Institutional Establishment: shall mean any room, group of rooms, building or other enclosure connected directly or indirectly to the Sewer System which does not constitute a Commercial Establishment, a Domestic Consumer Unit or an Industrial Establishment, which includes but not limited to religious, educational, or licensed non-profit charitable organizations providing supporting documents for example 501(c) 3 or other acceptable documents.

Industrial Unit.....\$62.25 per month

Classification: Industrial Establishment: shall mean any Improved property located within the sewer system and used or intended for use, wholly or in part, for the manufacturing, processing, cleaning, laundering, or assembling of any product, commodity or article, or any other Improved Property located within the sewer system, from which wastes, in addition to or other than Sanitary Sewage shall be discharged.

MULTIPLE USERS

Where a premises is occupied by more than one family or where a building contains more than one dwelling unit or is occupied by more than one commercial or industrial establishment, or by a combination of both types of establishments, or where a premises or a building contains a dwelling unit or units in combination with, or in addition to, commercial or industrial establishments, the minimum charge will be determined by the sum of all the aforesaid minimum charges located therein. In all cases, the Williamstown Borough Authority or its authorized agents reserves the right to determine the appropriate category and/or rate schedule in which an establishment shall be classified. Surcharges for industrial wastewater will be determined on a case-by-case basis, dependent on the actual conditions and extra cost.

CHARGES FOR INDUSTRIAL WASTES HAVING CERTAIN CONCENTRATIONS

In the event this Authority shall consent to accept Industrial Waste for discharge into the Sewer System from any Industrial Establishment having total Suspended Solids and BOD in excess of the following concentrations:

Total Suspended Solids -	250ppm
BOD -	250ppm
Fats, Oils, Greases -	100ppm

Additional charges will be made for all waste. The total charge for the total volume of waste having concentrations in excess of the foregoing shall be determined in accordance with the following formula:

Total charge = M = [0.001M (BOD in ppm – 250) + [0.001 M (SS in ppm – 250)], with

Total charge = M = [0.001M (FOG in ppm – 100) + [0.001 M (SS in ppm – 100)], with

M meaning “monthly charge” under these Regulations
SS meaning Suspended solids

The strength of Industrial Wastes shall be determined at intervals deemed advisable by this Authority or as may be requested by the industry. The costs

of all sampling, testing, inspection and other monitoring activities incurred by the Authority while enforcing the provisions of these Regulations shall be reimbursed by the respective user. The analysis of all waste samples collected shall be made in accordance with the latest edition of “Standard Methods for the Examination of Water and Wastewater”, as published by the American Public Health Association.

CHANGES IN FLAT RATE CLASSIFICATIONS

If the use or classification of any Improved Property shall change during any quarter annum period, the sewer rental or charge shall be adjusted by this Authority, by pro-ration on a semi-monthly basis. (Anytime after the 15th of any month shall be considered as a whole month and will be billed accordingly) The Property Owner is required to notify the Authority of any change of use or classification. Failure to notify the Authority may result in a penalty of up to \$600.00 and the property owner may be billed for a full quarter at the new classification rate.

ADDITIONAL FLAT RATE CLASSIFICATIONS AND MODIFICATIONS OF FLAT RATE CLASSIFICATIONS:

This Authority reserves the right, from time to time, to establish additional flat rate classifications and to establish quarter annum rates therefore; and this Authority reserves the right, from time to time, to alter, modify, revise and/or amend flat rate classifications and the quarter annum rates applicable thereto.

SPECIAL AGREEMENTS:

Notwithstanding any provision in there Regulations to the contrary, this Authority shall have the right, based upon good reasons and circumstances existing, to enter into special agreements with the owner of any Improved Property, which Improved property shall constitute an Industrial Establishment, with respect to terms and conditions upon which Sanitary Sewage and/or Industrial Wastes may be discharged into the Sewer System and with respect to payments to be made to this Authority in connection therewith. In such event, such service and payment with respect thereto shall be governed by terms and conditions of such special agreement.

III. TAPPING FEE

No Person shall connect any Improved Property with any part of the Sewerage System without first making application for and securing a permit, in writing, from the Authority or its approved agents.

A tapping fee is charged, as set forth below, against the Owner of any Improved Property whenever such Owner hereafter shall connect any such Improved Property with the Sewerage System, such charge being authorized under Section 4B (t) of the Municipality Authorities Act of 1945. Such tapping fee is charged for connection of each such Improved Property by the Owner of such Improved Property. If an improved property was present and the use code through Dauphin County Tax Assessment remains the same, for example, (R1 for residential), there will be no charge for a tap on fee. But, if the use code changes to Land only a new tap on fee will be charged. (amended 7/8/09) Also, if an improved property has been paying sewer rents and is found not to be connected to the system, a tap on fee will not be charged. (amended 8/19/09)

The fees pertaining to the connection permit and inspection fee shall be as follows: That the Authority does hereby establish that the tapping fee for the property owners shall be two thousand dollars (\$2,000.00) for each dwelling. Where there are two or more units in a single premises serviced by more than one connecting line, there shall be a charge of two thousands (\$2,000.00) for each connecting line. Non-habitable units, i.e. Garage or shed connecting to an existing single-connecting line of the dwelling will not be charged a tap on fee.

The tapping fee shall be due and payable at the time application is made to the Authority, or its agents, to make any such connection to the Sewerage System. Or, when such Owner shall have failed to make such connection as required by the Authority pursuant to the provisions of these regulations requiring such connection, the tapping fee shall be due and payable upon the date when the Authority or its agents shall connect any such Improved Property to the Sewerage System.

New sewer connections upon paying the (\$2,000.00) tap on fee set forth by the Authority will be furnished with an estimate by the Authority which will include all applicable sewer connection charges from the sewer main to the curb. The Owner of the improved property must pay this amount along with the (\$2,000.00) tap on fee before connection to the system can be completed. (Amended June 16, 2010)

All tapping fees shall be payable to the Authority or to such other officer or representative of this Authority as shall be authorized, from time to time, by resolution of this Authority, to accept payment thereof.

All fees, penalties, and charges collected shall be used for operation, maintenance, and replacement of the Sewerage System or the retirement of debt incurred for same.

SECTION 3- BILLING AND COLLECTION OF SEWER RENTS, RATES, AND CHANGES

- A. Bill for sewer service will be rendered quarterly, which will include three monthly payment tickets, in the first days of January, April, July and October, respectively, or on such other dates as the Authority or its agents shall specify, for service rendered in the applicable quarter period. All bills are payable upon presentation or delivery at the Authority's appointed collection agency.
- B. Every Owner of an Improved Property which is connected to the Sewerage System shall provide the authority or its agents with and thereafter shall keep the Authority or its agents advised of his correct address. Failure of any person to receive bills for Sewer rentals or charges shall not be considered an excuse for nonpayment nor shall such failure result in an extension of the period of time during which the bill shall be payable.
- C. All bills paid within 30 days from the date of the billing notice shall be payable at the net amount shown on face of the bill. If the bills are not paid within 30 days, a 5 percent penalty shall be imposed.

SECTION 4 – LIENS FOR SEWER RENTALS: FILING AND COLLECTION OF LIENS

- A. All bills remaining unpaid after sixty days have elapsed from the date they are due shall be cause for termination of water service and shall become a lien on the Improved Property charged. The lien may be collected by an action of assumpsit in the name of the Authority against such Improved Property charged, or may be enforced against such Improved Property charged, or may be enforced against such Improved Property by filing a municipal

claim. Authority expenses for any legal or other services required to place the lien shall become part of the penalty.

- B. At the discretion of the Authority or its agents, the Water service to any Improved Property may be terminated for nonpayment of Sewer rentals, as provided in the Pennsylvania Act of April 14, 1949, P.L. 482, as amended, provided, however, that the Sewer bill must be in arrears in excess of sixty days, and the Owner must have received notice in writing from the Authority of the intent to terminate service at least ten days before the action is taken, pursuant to said Act.
- C. Bills not paid within the allotted time frame will be charged a 5 percent penalty each month until the bill is paid in full.

SECTION 5 – PROHIBITED WASTES

- A. No Person shall discharge or shall cause to be discharged any storm water, surface water, spring water, groundwater, roof run-off, subsurface drainage, building foundation drainage, cellar drainage, or drainage from roof leader connections into any Sewer.
- B. This Authority and its agents reserve the right to refuse permission to connect to the Sewerage System, to compel discontinuance of use of the Sewerage System, or to impose penalties of up to \$600.00 in order to prevent discharges into the Sewerage System deemed harmful or to have a deleterious effect upon any portion of the Sewerage System or upon the sewage treatment plant.
- C. Except as otherwise provided in this Regulation, no Person shall discharge or cause to be discharged any of the following described wastes or waters into the Sewerage System:
 - 1. Any liquid or vapor having a temperature higher than 140 degrees Fahrenheit.
 - 2. Any water or waste containing more than 100 mg/1 of fats, tar, oils, and/or grease.
 - 3. Any gasoline, benzene, naphtha, fuel oil, solvent, or other flammable or explosive liquid, solid or gas which, by reason of its nature or quality, may cause fire or explosion or which, in any other way, may be injurious to Persons or the Sewerage System or the sewage treatment plant.
 - 4. Any noxious or malodorous gas or substance which, either singly or by interaction with other wastes, shall be capable of creating a public nuisance or hazard to life or of

preventing entry into the Sewerage System or the sewage treatment plant for maintenance and repair.

5. Any Garbage, except properly chopped garbage.
6. Any ashes, cinders, sand, mud, straw, shaving, metal, glass, rags, bones, feathers, tar, cotton, wool, plastics, or other fibers, wood, paunch manure, butchers offal, or any other solid or viscous substances which shall be capable of causing obstructions to the flow in any sewer of other interference with the proper operation of the Sewerage System or the sewage treatment plant.
7. Any water or waste having a pH lower than 6.05 or higher than 9.0 or having any corrosive property capable of causing damage or hazard to structures or equipment of the Sewerage System or the sewage treatment plant or to personnel engaged in operation and maintenance thereof.
8. Any water or waste containing any Toxic Substance, as defined below, in quantity sufficient to constitute a hazard to humans or animals or to interfere with any sewage treatment process of the sewage treatment plant in such condition so that it will exceed State, Federal, or other validly existing requirements for the receiving stream.

Toxic Substances Concentration	Maximum Allowable
Aluminum (ionic form)	10.0mg/l
Antimony	5.0 mg/l
Arsenic	.01 mg/l
Barium	1.0 mg/l
Beryllium	1.0 mg/l
Boron	1.0 mg/l
Cadmium	.01 mg/l
Chlorinated hydrocarbons, Including but not limited to Pesticides, herbicides, and algaecides	Trace
Chromium, total	1.0 mg/l
Copper	.5 mg/l
Cyanides	.1 mg/l
Fluorides	1.5 mg/l

Iron	5.0 mg/l
Lead	.05mg/l
Manganese	.5 mg/l
Mercury	.01mg/l
Nickel	5.0 mg/l
Phenols	.01mg/l
Radioactive isotopes	Trace
Selenium	.01 mg/l
Silver	.05 mg/l
Tin	5.0 mg/l
Zinc	.5 mg/l

9. Any water or waste containing radioactive wastes of such character and quantity that special or unusual attention or expense shall be required to handle such water or waste at the sewage treatment plant.
10. Any water or waste containing an excess of 30 mg/l of total phosphate at any given time (PO₄).
11. No user may discharge any water or waste flows at a rate which substantially deviates from the normal rate of discharge which is of sufficient severity to cause interference in the operation and performance of the Sewerage System.
12. Any water or Waste containing substances or other matters which are prohibited by the Authority from entering the Sewerage System.

Mass limits instead of the concentration limits established in item 8 above may be utilized on a case-by-case basis at the request of any such industrial user.

Any facility whose process includes substances subject to an applicable Federal Categorical Pretreatment Standard in excess of the Quantity prescribed in such standards is disallowed except as otherwise provided in these Rates, Rules, and Regulations.

The Authority or their agents may, at their option, enter into an agreement with any user of the Sewerage System, whereby said user is subject to additional payments to treat wastewater with unusual strengths.

SECTION 6 – ACCESS

The Authority and their agents shall have the right of access, at all reasonable times, to any part of an Improved Property as shall be required for purposes of inspection, observation, measurement, sampling and testing, and for performance of other functions relating to service rendered by the Authority through the Sewerage System.

SECTION 7 – PERMIT FOR CONNECTION AND VACATING THE PREMISES

Before making any connection from the building to the Sewer Lateral, a permit shall be obtained by the Property Owner from the Authority's authorized representative. A permit authorizing such connection may be granted after proper application therefore has been made to the Authority's authorized representative and approved by the Authority and upon payment of the tapping charge. No sewer connection or disconnection shall be made except under the supervision, control, and approval of the Authority's authorized representative.

No new connection to the Sewerage System will be permitted unless there is sufficient capacity, not legally committed to others, to adequately convey and treat the Sewage which the new connection would contribute. The Property Owner making application shall be responsible for all Sewer bills and the proper observance of Rates, Rules, and Regulations. When the premises are vacated, the Owner shall give notice to the Authority Office.

A new application for service shall be made upon change of owner of an Improved Property, the Authority may discontinue service until such new application has been made and approved by the Authority. Owner must notify the Authority.

If Improved Property is to be demolished, owner is required to disconnect and cap sewer line at the property line or curb line when demolished. Owner of Improved Property must contact The Authority or its representative to conduct an inspection of sewer line to make sure line is properly capped. If owner's demolition required a Pennsylvania Uniform Construction Code (UCC) permit, owner is to contact Authority that such permit was rendered and offer a copy of permit. Owner is responsible to contact and notify issuing company or agent noting that sewer line is to be disconnected and

capped at property or curb line and an inspection is required by the Authority or its representative.

Any industrial discharger must submit information deemed necessary for determination of compliance with the Rates, Rules, and Regulations; NPDES permit conditions; and State and Federal laws before a permit can be issued. No information provided by an industrial discharger will be released without prior approval of the industry.

SECTION 8 – SEWERAGE SYSTEM

- A. **Building Sewer Connections:** Unless written permission is obtained from the Authority or its agents, a separate house Sewer will be required for each individual building or house whether constructed as a detached unit or as one of a pair or row, but a single house sewer will be permitted to serve a school, factory, and apartment house, or other permanent multiple unit structure whose individual apartments or units may not be subject to separate ownership.
- B. **Service Laterals and Building Sewers:** Building Sewers shall be subject at all times to the inspection and approval of the Authority or its representative who shall have supervision and control over the same. Any Building Sewer not so approved shall be re-laid at the expense of the Property Owner if ordered by the Authority or its representative. No Building Sewer shall be covered until it has been inspected and approved by this Authority. If any part of a Building Sewer is covered before being inspected and approved, it shall be uncovered for inspection, at the cost and expense of the Owner of the Improved Property to be connected to a Sewer. If field conditions are such that a gravity connection cannot be met, the Owner reserves the right to install a grinder pump or to eliminate the basement service. Their service lateral will be installed by a qualified Contractor chosen by the Property Owner and approved by the Authority to the curb or right-of-way line, or at an alternate location approved by the Authority's representative, and the Building Sewer shall be made, by and at the sole expense of the Property Owner, to the service Lateral heretofore constructed. (The Authority will provide the property owner with a list of all qualified Contractors) Any additional service Lateral requiring a wye or saddle connection to the Sewer main shall be constructed from the street Sewer main to the building by a qualified Contractor chosen by the Property Owner and approved by

the Authority and at the sole expense of the Property Owner who has obtained a permit. (Amendment No. 1 Section 8 Subsection A & B Adopted June 18, 1997)

C. Pipe and Installation: All new laterals and building sewers shall be constructed of one of the following types of pipe:

1. POLYVINYL CHLORIDE GRAVITY SEWER PIPE:

PVC gravity sewer pipe and fittings shall be constructed using pipe and fittings conforming to current ASTM D-3034-SDR-35 Type PSM Polyvinyl Chloride (PVC) or SDR – 35 Schedule 40. Pipe shall conform to Plastic Pipe Institute Specifications.

PVC GRAVITY SEWER PIPE JOINTS:

All joints shall be the push-on type and shall be assembled in accordance with the manufacturer's recommended procedure. The pipe and fittings shall be joined by an elastomeric rubber gasket, which is the only element depended upon to make the joint flexible and watertight. The gasket shall comply with the physical requirements specified in current ASTM D-3212, and the laboratory performance requirements specified in current ASTM D-3139.

- D. Drainage into Sewerage System: No roof drainage, surface water, waste from hydrants, or groundwater from underground drainage fields shall be admitted or be permitted to drain into the Sewage System. The Sewage System is intended to convey Sanitary Sewage and commercial and industrial which meet Authority standards only.
- E. Disconnection of Service Laterals: The Authority shall have the right to close or disconnect from the Sewage System any service Lateral or house Sewer used for carrying rain water, surface water, groundwater or objectionable matter, or whenever any violations of these Rules and Regulations are committed.
- F. Control of Service: The Authority shall not be liable for a deficiency or failure of service when occasioned by emergency, required repairs, or failure from any cause beyond its control. The Authority reserves the right to restrict the use of Sewer service whenever the public welfare so requires or when sufficient capacity is not available. In consideration of the right to connect to the Sewerage system, the Authority shall not be liable for any damage or expense resulting from leaks, stoppages or defective plumbing, or from any other cause

occurring to any premises or within any building; and it is hereby expressly agreed by all person making connection with the Sewage System that no claims shall be made against the Authority on account of the breaking or stoppage of, or any damage or expense to, any house Sewer where the cause thereof is found to be in such house Sewer.

- G. Maintenance by Owner: All connections, service lines, and fixtures furnished by the Owner shall be maintained by him in good order, and all valves, meters, and appliances furnished and owned by the Authority and on the property of the Owner shall be protected properly and cared for by said Owner. All leaks in the service or any other pipe or fixture in or on the premises supplied must be repaired immediately by the Owner of the premises. Roots entering pipes show open joints or broken pipes and shall be considered as leaks.
- H. Authority Not Responsible: The Authority and its agents shall in no event be responsible for maintaining any portion of the service line or house connection owned by the Property Owner; or for damage done by water escaping there from; or from lines or fixtures on Owner's property; and the Owner shall at all times comply with Authority regulations with reference thereto, and make changes therein, required on account of change of grade, relocation of mains, or otherwise.

SECTION 9 – BUILDING SEWERS AND CONNECTIONS

- A. No person shall uncover, shall connect with, shall make any opening into or shall use, shall alter or shall disturb, in any manner, any Sewer or any part of the Sewage System without first obtaining a permit, in writing, from this Authority.
- B. Application for a permit required under Section 9-A shall be made by the Owner of the Improved Property served or to be served or by the duly authorized agent of such Owner.
- C. No person shall make or shall cause to be made a connection of any Improved Property with a Sewer until such person shall have fulfilled each of the following conditions:
1. Such person shall have notified the Authority's authorized representative of the desire and intention to connect such Improved Property to a Sewer.
 2. Such person shall have applied for and shall have obtained a permit as required by section 9-A.
 3. Such person shall have given the Authority's authorized representative at least one week notice of the time when such connection will be made so

that this Authority may supervise and inspect or may cause to be supervised and inspected the work of connection and necessary testing.

4. All contractors must be approved by the Authority and provide the Authority Proof of Insurance, have air-testing equipment, and have proper equipment to dig maximum depths needed to install building sewer.
5. Air testing of the line before connecting to the Sewage system will be required. The air testing will be the responsibility of the property owner. The Air testing specifications are as follows:
 - i. Slowly introduce air pressure to approximately 5.0 psig.
 - ii. Allow pressure to stabilize for at least five minutes. Adjust pressure to 3.5 psig or the increased test pressure as determined above if groundwater is present. Start the test.
 - iii. Test: Determine the test duration for a sewer section with a single pipe size. Normal pipe size of 4 inches equals T(time) Min/100ft which is .3 or 20 seconds.
 - iv. Record the drop in pressure during the test period. If the air pressure has dropped more than 1.0 psig during the test period, the line is presumed to have failed. If the 1.0 psig air pressure drop has not occurred during the test period, the test shall be discontinued and the line will be accepted.
 - v. If the line fails, determine the source of the air leakage, make corrections and retest. The Contractor has the option to test the section in incremental stages until the leaks are isolated. After the leaks are repaired, retest the entire section.

2. Air Testing Existing Building Sewer Lateral

- a. Use criteria shown above with one of the following methods:
 1. Plug end of existing building sewer at the point of connection with the new lateral. Plug cleanout inside house; introduce air pressure.
 2. Plug end of existing building sewer at the point of connection with the new lateral, excavate to expose existing building sewer at house, cut pipe and plug; introduce air pressure.

3. Push air back through existing building sewer, plug both ends; introduce air
 3. If line passes, connection of building sewer to the lateral may be made by the contractor.
 4. If line fails, connection will be made to the new system by the contractor. However, the property owner will be responsible for corrections within 45 days as per the Authority's current rules and regulations.
6. If applicable, such person shall have furnished satisfactory evidence to the Authority's authorized representative that any tapping (or connection) fee which may be charged and imposed by the Authority against the Owner of each Improved Property who connects such Improved Property to a Sewer has been paid.
 - D. Except as otherwise provided in this Section 9-D, each Improved Property shall be connected separately and independently with a Sewer through a Building Sewer. Grouping of more than one Improved Property on one Building Sewer shall not be permitted, except under special circumstance and for good sanitary reasons or other good cause shown, but then only after special permission of this Authority, in writing, shall have been secured and only subject to such rules, regulations, and conditions as may be prescribed by this Authority.
 - E. All storm, surface run-off, or groundwater drains shall discharge to natural outlets or storm sewers and are prohibited from the separate sanitary Sewers.
 - F. All costs and expenses of construction of a Building Sewer and all costs and expenses of connection of a Building Sewer shall be borne by the Owner of the Improved Property to be connected; and such Owner shall indemnify and save harmless this Authority from all loss or damage that may be occasioned, directly or indirectly, as a result of construction of a sewer.
 - G. A building Sewer shall be connected to a Sewer at the place designated by this Authority and where, if applicable, the Lateral is provided. The invert of a Building Sewer at the point of connection shall be at the same or higher elevation than the invert of the Sewer. A smooth, neat joint shall be made and the connection of a Building Sewer to the Lateral shall be made secure and watertight using a fern co.

**SECTION 10 – RULES AND REGULATIONS GOVERNING
BUILDING SEWERS AND CONNECTIONS TO SEWERS**

- A. Where an Improved Property, at the time of connection to a Sewer is required, shall be served by its own sewage disposal system or sewage disposal device, the existing house Sewer line shall be abandoned and a new house Sewer Line shall be constructed from the building to the point of connection with the Sewer System. (Amendment No. 2000-1 Section 10 Subsection A Adopted March 15, 2000)
- B. The Building Sewer material shall be PVC ASTM1785 Polyvinyl Chloride Schedule 40 or SDR 35 as required by Section 8-C, having a minimum diameter of four inches, and be installed with a minimum slope of 1.0 percent from the building to the curb or right-of-way line.
1. Vents: A vent shall be placed along the house sewer line at a location acceptable to the Authority Chairman or his representative. Vent risers shall extend a minimum of two inches above the ground surface and shall be capped with a mushroom vent or double bend. Vents shall be at least four inches in diameter.
 2. Trap: A standard building trap shall be provided immediately after the vent. The trap size shall be the full size of the Service Lateral.
 3. Cleanouts: A cleanout shall be installed immediately downstream of the building trap unless an alternative arrangement has been approved by the Authority's representative. A cleanout shall be placed just behind the curb or right-of-way line, or at a location otherwise approved by the Authority's representative. The cleanout shall consist of a line size sanitary "Y" branch or a sanitary "Tee" with a riser of not less than four inches extending to the surface where it is to be provided with a ferrule and plug for cleaning purposes (see attached "Gravity System Building Sewer" detail). Where the Improved Property is set back from the right-of-way line, cleanouts shall be provided every fifty feet on the building lateral. Where a cleanout must be installed in a paved or other high traffic area, a protective curb box and metallic lid will be installed. (Amendment No. 1 Section 10 Subsection A & B Adopted June 18, 1997)

- C. No building Sewer shall be covered until it has been inspected and approved by this Authority. If any part of a building sewer is covered before so being inspected and approved, it shall be uncovered for inspection, at the cost and expense of the Owner of the Improved Property to be connected to a Sewer.
- D. Every Building Sewer of any Improved Property shall be maintained in a sanitary and safe operating condition by the Owner of such improved property.
- E. Every excavation for a building sewer shall be guarded adequately with barricades and lights to protect all persons from damage or injury. Any street, sidewalk, or other governing body disturbed in the course of installation of a Building sewer shall be restored, at the cost and expense of the Owner of the Improved Property being connected, in a manner satisfactory to this Authority.
- F. If any person shall fail or shall refuse, upon receipt of a notice of this Authority in writing, to remedy any unsatisfactory condition with respect to a Building Sewer within sixty days of receipt of such notice, this Authority may refuse to permit such person to discharge Sanitary Sewage and Industrial Wastes into the Sewerage System until such unsatisfactory condition is remedied to the satisfaction of this Authority.
- G. Should a grinder pump be required in order to provide Sewer Service, the Property Owner will maintain the pumping facilities and will be responsible for making and maintaining the connection to and from the grinder pump unit.
- H. If said Improved property is being demolished, a permit must be acquired to ensure the sewer line has been disconnected from the Sewer Main and the sewer line is properly capped to not allow any debris to enter the Sewage System.

SECTION 11 – ENFORCEMENT

Any person or Property Owner who shall violate these Rates, Rules, and Regulations shall be liable, upon summary conviction for a first offense and upon summary conviction for each subsequent offense, to a fine of not more than six hundred dollars (600.00), together with costs or prosecution in each case and actual damage, where unintentional or by willful acts of vandalism. Each month that a violation shall continue shall be deemed and taken to be a separate offense and be punishable as such.

Fines and costs imposed under the provisions of these Rates, Rules, and Regulations shall be enforceable and recoverable in the manner at the time provided by applicable law. All fees, penalties, and charges collected shall be used for the purpose of operating, maintaining, and replacement of the Sewage System facilities or the retirement of department incurred for same.

SECTION 12 – RESPONSIBILITY OF OWNERS OF IMPROVED PROPERTY

The owner of any Improved Property connected to the Sewerage System shall be responsible for all acts of tenants or other occupants of such Improved Property insofar as such acts shall be governed by provisions of these Rates, Rules, and Regulations. Owners of commercial and industrial establishments shall be financially responsible for any costs incurred by the Authority including materials, labor, and supervision necessary to remove and repair any deposits, obstructions, or damage caused to the Sewage System by the discharge or drainage from any establishments.

Sewer blockages will be the responsibility of the owner of an Improved Property starting from the sewer main to their said Improved Property. A sewer excavation permit is required. (Amended May 19, 2010)

SECTION 13 – ADDITIONS TO AND CHANGES OF SEWER RENTALS OR CHARGES: ADOPTION OF ADDITIONAL RULES AND REGULATIONS

- A. This Authority reserves the right after public notice is given to adopt and promulgate, from time to time, additional classifications and Sewer rentals or charges therefore, or modifications of the schedule of Sewer rentals or charges as set forth in these Regulations, which additional classifications and Sewer rentals or charges, or modifications, as the case may be, shall be construed as a part of these Rates, Rules, and Regulations.
- B. This Authority reserves the right to adopt, from time to time, such additional rules and regulations as it shall deem necessary and proper in connection with use and operation of the Sewerage System, which rules and regulations shall be, shall become, and shall be construed as part of these Rates, Rules, and Regulations.
- C. The Authority will review, at least annually and whenever necessary, the user charges and revise them periodically, if

necessary, to meet actual operation and maintenance, and capital improvement expenses.

- D. The Authority shall maintain its records as are necessary to comply with the rules and regulations of the Environmental Protection Agency and the Pennsylvania of Environmental Protection.

SECTION 14 – EFFECTIVE DATE

This Resolution shall become effective immediately.

SECTION 15 – SEVERABILITY

In the event any provision, section, sentence, clause, or part of this Resolution shall be held to be invalid by any legal authority, such invalidity shall not affect or impair any remaining provision, section, sentence, clause, or part of this Resolution, it being the intent of Authority that such remainder shall be and shall remain in full force and effect.

SECTION 16 – REPEALER CLAUSE

All existing Resolutions or parts of Resolutions, insofar as the same shall be inconsistent herewith, shall be and same expressly are repealed.

SECTION 17 – GREASE INTERCEPTORS

The Authority may require any user of the Authority's wastewater collection and treatment facilities to install, at the customer's expense, grease interceptor when, in the opinion of the Authority, same is necessary for the proper handling of liquid waste so as to contain fats, tar, oils, and/or grease deemed harmful to the Authority's sewerage collection system and treatment facility and/or its processes.

The size and type of such interceptor shall be as determined by the Authority according to the customer's maximum volume and rate of discharge.

Grease interceptors shall be installed upon the line and facility of the customer and in such location as to make it readily accessible for inspection by an employee or agent of the Authority.

IV. POLICIES FOR SEWER MAIN EXTENSIONS

1. All mains shall be extended at the sole expense of the person or persons requesting such extension.
2. All mains shall be extended to the furthestmost property lines of the person or persons requesting such extension. The only exception shall be where lines cannot be further extended.
3. The size and location of the mains shall be determined by the Authority's Engineer so as to comply with the Authority's long-range facilities plan.
4. If planning is required, the Developer shall deposit with the Authority ample monies to cover all costs the Authority may incur in the furtherance of the proposed extension.
5. If a Subdivision or Land Development Plan is approved which will result in an extension to the sewer system, a copy of the Plan, as recorded at the Court House, shall be provided to the Authority on an acceptable format CD or DVD.
6. Design:
 - A. Should the Developer elect to have the Authority design the extension, a Design Extension Agreement shall be signed and security placed in escrow for the design and legal costs the Authority may incur in the furtherance of the proposed extension.
 - B. Should the Developer elect to have his Engineer design the extension, an Extension Design Agreement shall be signed and security placed in escrow for the review and any legal costs the Authority may incur in the furtherance of the proposed extension.
7. All Extension Plans shall consist of the following:
 - A. Size of the plans and scale shall match the existing Authority Plans.
 - B. Title Sheet, Sheet 1.
 - C. Location Plan, Sheet 2.
 - D. General Plan, Sheet 3.
 - E. Construction Details, Sheet 4.
 - F. Design Details, Sheet 5 through _____.

All Plan Sheets shall be done on computer in a file format conforming to AutoCAD, using or saved-to the current version in use by the Authority's consulting engineer. The layers, colors and line types shall conform to the attached listing of RECORD DRAWING LAYERS.

8. In many cases, the Authority has digitized mapping available for purchase through the Authority's consulting engineer.

9. After the proposed extension is designed and has been approved by the Authority's Engineer, the Authority's Engineer will apply for all applicable permits, as required. All permits shall be approved under the name of the Authority in accordance with applicable regulations.

10. After the necessary permit has been received, an Extension Agreement shall be signed and security placed in escrow for applicable engineering fees, inspection services, as constructed drawings and legal fees incurred or reasonable anticipated costs to be incurred in connection with the proposed construction.

11. Construction:

The construction can be done under one of the following procedures:

- A. Developer can utilize his own construction forces to perform the work, providing, however, that the following is submitted and approved by the Authority:
- (1) Name of Contractor performing the work.
 - (2) Four copies of Shop Drawings and pipe certifications shall be submitted prior to the start of any construction.
 - (3) Estimated length of time for construction.
 - (4) Submit insurance certificates and Hold-harmless Agreements naming the Authority, Township, and Engineer as co-insured and certificate holders.
 - (5) The limits of liability shall be as determined by the Authority's insurance carrier.
 - (6) Submit a one-year Performance and Maintenance Bond to the Authority after construction is complete and final acceptance and certification is received from the Authority's Engineer.

- B. The Developer can elect to have the Authority advertise for competitive bids. Should the Developer select this alternate, an agreement with the Authority will be required and the following procedures shall be undertaken:
- (1) Since the Developer is providing all the funds for the project, prevailing wages would not apply.
 - (2) The Authority will advertise for competitive bids in local newspapers, Harrisburg Builder's Exchange, and the Pennsylvania Dodge Reports and establish a date for the bid opening.
 - (3) All bidders will be required to provide a Bid Bond in the amount of five percent of the base bid and a letter of commitment from an acceptable licensed surety company.
 - (4) After bids are received, the following procedures will apply:
 - (a) The fiscal report, outlining all costs of the project, including construction cost, contingencies, inspection, construction management, stakeout, and any other costs, will be submitted to the Developer for his approval.
 - (b) Should the developer elect to proceed with the project, the following will apply:
 - i. A letter accepting the fiscal report and authorization to the Authority to proceed with the project shall be submitted by the Developer to the Authority.
 - ii. The total project cost as outlined in the fiscal report shall be deposited with the Authority, either directly or made available through a local lending institution for monthly draws.
 - iii. As construction proceeds, monthly draws on the funds shall be made through the process of requisitions which shall include the following:
 - a. Designated payee
 - b. Purpose
 - c. Amount certified by the Authority's Engineer
 - d. Authorization by the Authority
 - e. Acceptance by representatives of the DeveloperAfter requisitions are executed by all parties, the Authority will issue the payments to the payee

After construction is complete, the Contractor shall submit the following:

- a. One-year performance and maintenance bond
 - b. Contractor's Affidavit stating to the Authority that all labor, material and outstanding claims and indebtedness of whatever nature arising out of the performance of the contract, have been paid in full.
 - c. Statement of Surety and Power of Attorney
- iv. After finalization of the project, the Authority's Engineer will prepare the necessary as-constructed drawings and a complete itemized breakdown of the project and submit all pertinent data to the Authority and the Developer.

12. As work proceeds on the project and additional funds may be required by the Developer, the Authority will inform the Developer of any deficiencies, and additional monies must be deposited with the Authority or in the lending institution selected by the Developer. After completion of the project, if any monies remain in the construction account, all monies will be returned to the Developer.

13. After completion, the utilities shall be dedicated to the Authority and a bill of sale shall be prepared by the Authority for execution by the Authority and the Developer.

SECTION 2 - INFORMATION AND SPECIAL CONDITIONS- SEWER

GENERAL

It shall be the intent of the Williamstown Borough Authority to have the Developer provide a complete sewer system installation. All work and materials specified or intended shall be supplied by the developer.

DEFINITIONS

Authority - shall mean the Williamstown Borough Authority.

Owner - shall mean the Williamstown Borough Authority.

Developer - shall mean the party or parties constructing improvement to a tract of land, or his agent.

Contractor - shall mean the agent of the Developer.

Engineer - shall mean the Engineer of the Williamstown Borough Authority.

DESIGN CRITERIA

The sewerage system including all sewer mains, manholes, pumping stations, force mains, and appurtenances, shall be designed in accordance with the latest revision of the Department of Environmental Protection Guidelines and these specifications.

It shall further be the responsibility of the Developer to comply with all local, county, state, and federal regulations.

SPECIAL CONDITIONS

1. These specifications are intended as a guide to the Developer, and the Authority reserves the right to make necessary corrections, additions or deductions to these specifications.
2. The Authority reserves the right to request additional work and materials where, in its opinion, conditions warrant such work and materials.
3. Prior to the start of construction the Developer shall submit six copies of shop drawings to the Authority for all materials to be utilized and receive approval of such materials.

AUTHORITY REQUIREMENTS

1. All work on this project shall be done in compliance with all applicable federal, state, county or local laws and regulations whether herein stated or not. In the event of conflict between the requirements herein stated and the rules and regulations of other federal, state, county or local agencies, the more stringent shall apply.

2. Developer and/or Contractor shall obtain insurance in the amount specified by the Authority. This insurance should include, but not be limited to, coverage for bodily injury (BI) and property damage (PD) caused by blasting.

3. Proof of all necessary insurance coverage shall be submitted to the Authority in the form of a Certificate of Insurance prior to the inspection of any construction activities conducted by the Developer and/or Contractor.

4. Furthermore, the Williamstown Borough Authority, the Williamstown Borough, and the Authority's engineer shall be listed on the Developer's and/or Contractor's General Liability Policy as an additional insured, in respect to this project.

OSHA REQUIREMENTS

All work on this project must be done in compliance with state and federal Occupational Health and Safety Regulations. Applicable regulations shall include but not be limited to the following examples:

1. If rock drilling machinery is used, it must be equipped with an integral water or exhaust ventilation dust suppression device.
2. Potential noise exposures shall be evaluated and control measures implemented as necessary. Where noise levels exceed standards, employees shall have audiometric tests.
3. Potential dust exposures shall be evaluated and control measures implemented as necessary. Where silica dust levels exceed standards, employees shall have chest X-ray exams.
4. Where confined spaces (manholes, etc) must be entered, the atmosphere must be tested for combustible gases (as a minimum) and mechanical ventilation used prior to entry and during occupancy. A worker must also be stationed outside the confined space to offer assistance should a problem occur. Procedures for entry must be submitted to the Department where the employer is subject to Commonwealth regulations.

5. Lasers used for alignment work must be registered with the Department and any injuries resulting from the use of lasers must be reported.

INSURANCE

Insurance coverage is required to be written on an “occurrence basis.” Furthermore, coverage should be written through an insurance company rated as A- or better by AM Best. The limits of liability for insurance coverage shall be, at the minimum as follows:

1. Worker’s Compensation

a. All state requirements for Worker’s compensation coverage shall be met, including:

(1) Employer’s Liability:

Bodily Injury by Accident: \$100,000 each accident

Bodily Injury by Disease: \$500,000 policy limit

Bodily Injury by Disease: \$100,000 each employee

2. Comprehensive General Liability

(Includes Premises-Operations, Independent Contractors Protection, Contractual Liability, Products, and Completed Operations, Broad Form Property Damage):

a. Bodily Injury (including Completed Operations and Products Liability)

\$1,000,000 each occurrence

\$2,000,000 annual aggregate

b. Property Damage:

\$1,000,000 each occurrence

\$2,000,000 annual aggregate

c. Comprehensive General Liability Insurance will provide coverage at the limits indicated above for the exposures of:

Explosion

Collapse

Underground

d.If operations involve or require the use of blasting, the Contractor will provide blasting coverage to protect bodily injury and property damage per the above minimum general liability limits.

3. Comprehensive Automobile Liability

Bodily Injury and Property Damage:

- \$1,000,000 each person/occurrence
- 4. Owner's Protective Liability**
 - Bodily Injury/Property Damage:
 - \$1,000,000 each occurrence
 - \$2,000,000 annual aggregate
- 7. Excess/Umbrella Liability:**
 - Limit of Liability:
 - \$1,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 General Aggregate
 - \$1,000,000 BI/PD Any One Occurrence
- 8. As stated under Authority Requirements:**

Prior to the initiation of any construction activities all Developers and/or Contractors shall have submitted an approved Certificate of Insurance outlining the required insurance coverage. Submit insurance certificates and Hold-harmless Agreements naming the Authority, Borough, and Engineer as co-insured and certificate holders. The certificates shall contain a provision that coverage will not be cancelled or non-renewed unless at least thirty (30) days written notice has been provided to the Authority.