



# BOROUGH OF BRENTWOOD

ORDINANCE NO. 2014-1222

## “SEWERS”

**AN ORDINANCE OF THE BOROUGH OF BRENTWOOD, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AMENDING IN ITS ENTIRETY CHAPTER 167 OF THE CODE OF THE BOROUGH OF BRENTWOOD REGARDING SANITARY SEWERS.**

**WHEREAS**, the Borough of Brentwood is a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, including but not limited to the Borough Code and the Water Services Act; and

**WHEREAS**, the Legislature of the Commonwealth of Pennsylvania vests the Borough of Brentwood with the power and authority to make and adopt all such ordinances, bylaws, rules and regulations not inconsistent with or restrained by the Constitution and laws of this Commonwealth, as is expedient or necessary for the proper management, care and control of, *inter alia*, the Borough’s finances, the maintenance of peace, good government, health, safety and welfare of the Borough, its trade, commerce and manufacturers; and

**WHEREAS**, Brentwood Borough Council has determined that it is necessary to amend its Sewers ordinance to reflect a change in its third-party sewage collector, as well as to provide for requiring the video camera inspection of lateral sanitary sewer lines in connection with the sale of real property in the Borough of Brentwood to ensure the health, safety and welfare of the residents of the Borough; and

**NOW THEREFORE**, on this 28<sup>th</sup> day of April, 2014, it is hereby Enacted and Ordained by the Council for the Borough of Brentwood, that;

### **PART I: AMENDMENTS**

Chapter 167 of the Code of the Borough of Brentwood is hereby amended in its entirety to read as follows:

#### **Article I: Connections and Discharge Regulation.**

##### **§ 167-1. Rain or surface water in system prohibited.**

The sanitary sewer system of the Borough of Brentwood shall be used only for the drainage of sewage as hereinafter specified, and no rain or surface water shall be drained in said system directly or indirectly.

### **§ 167-2. Prohibited acts.**

No person, firm or corporation shall injure, break or remove any portion or any manhole, lamp hole, flush tank or any part of the sewer system or throw or deposit or cause to be thrown or deposited in any sewer opening or receptacle connecting with the sewer system any garbage, offal, dead animals, vegetable parings, ashes, cinders, rags or other matter or thing whatsoever, except feces, urine, the necessary water closet paper and liquid house waste.

### **§ 167-3. Permit required.**

No connection shall be made with the public sanitary sewer system until a written permit has been obtained from the Code Enforcement Officer. No permit shall be granted unless the applicant has paid in full the required fee at the rate set by Borough Council as designated in the Borough fee schedule and has named some competent person by whom the work shall be performed.

### **§ 167-4. Location and manner of connection.**

A. No connection shall be made with the public sanitary sewer system except at a Y-branch in such sewer and, where there is no Y-branch at the desired point of connection, it shall be installed by the Borough at the expense of the person desiring the same.

B. All connections of sewers with the Y-branch of the public sewer system must be straight with the line of the Y-branch and, when there is a deflection or more than three inches in two feet, the connection must be made by suitable curved pipe.

C. If the sewer to which the lateral is being connected is determined to have been lined, then the connection to the sewer shall be made with a saddle connection.

### **§ 167-5. Excavation and backfilling.**

A. The material from the house sewer trench shall be placed so as not to obstruct the sidewalk or roadway and so as to cause the least inconvenience to the public. Proper barriers and lights must be maintained on the banks of the trench to guard the public against accidents during the progress of the work.

B. In backfilling, the earth shall be carefully rammed or flooded so as to keep the pipe in proper condition and avoid settling, and no stone shall be used in filling until there has been a depth of two feet of fine earth or gravel placed over and around the pipe. No trenches shall be refilled until the sewer connections shall have been inspected and approved by such officers as the Borough Council may designate.

### **§ 167-6. Certain discharges prohibited.**

The Code Enforcement Officer shall have the power to stop and prevent from discharging into the sewer system any private sewer or drain through which substances are discharged which are liable to injure the sewers or obstruct the flow of sewage.

### **§ 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. Violations and penalties.**

Every person or other entity draining rain or surface water into a sanitary sewer system or injuring or breaking any part of the sewer system or depositing forbidden matter therein or connecting with a sanitary sewer system without permit or refilling trenches prior to inspection or violating any provision of this article shall, upon conviction hereof before a Magisterial District Judge (“MDJ”) of the Minor Judiciary of Allegheny County, Pennsylvania, be sentenced to pay a fine of not more than \$1,000 and to pay in addition to such fine restitution to Brentwood of the costs of prosecution, plus the court costs of prosecution or, in default of payment of such fine and costs, to undergo imprisonment for not more than thirty (30) days. In circumstances involving violations by private business corporations, the penalties set forth herein may be imposed upon the officers of those corporations. In circumstances involving other business entities, the penalties set forth herein may be imposed upon the partners, proprietors or other owners of such business entities. Each day that a violation of this article is continued shall constitute a separate offense for purposes of enforcement and imposition of penalty.

### **§ 167-9. Costs of hearing; postponement; dismissal.**

Any person or other entity who has been scheduled for a hearing or other proceedings before a MDJ for alleged violation of this article and who secures a postponement of such hearing or proceedings or who secures a dismissal of such hearing or proceedings because of any action taken by said person or entity to remedy or cure the circumstances upon which such hearing or proceedings were based shall, in consideration for receiving such postponement or dismissal, pay all of the costs of the MDJ hearing or proceeding accumulated as of the date of dismissal or the date of entry of a decision on the merits by the MDJ and pay also restitution to Brentwood for its costs of prosecution of the case unless the alleged violation is found not guilty by the MDJ or the charges are dismissed for error of law. In the event of such postponement or such dismissal secured by a person or entity accused of such alleged violation, Brentwood Borough shall not be required to pay any part of the costs of the proceedings initiated or occurring before the MDJ.

## **Article II: Sewer Rates and Charges**

### **§167-10 Definitions.**

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

**OWNERS AND/OR OCCUPANTS:** 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.

### **§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 sixty (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 and/or occupants 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; non-metered 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 and/or occupant, 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 non-metered sources and discharged into the sanitary sewer systems of the Borough or into private sewers discharging into the sewage system of ALCOSAN or, at its option, the Borough shall charge a flat rate established by the Borough.

B. In circumstances in which more than one family unit uses a single sewage service line, the Borough, at its option, may require, either that separate meters shall be installed for each family unit or that each family unit shall pay the monthly flat rate established by the Borough for non-metered residential use 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. For purposes of this article only, a "family unit" shall mean and include an individual or two or more persons living together as a single household in a dwelling, whether or not such persons are related by blood, marriage or otherwise.

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 residential use shall be charged the prescribed flat rate for non-metered residential use and the commercial use charged the amount according to the metered water consumption or that the charge for all service to said premises shall be apportioned, between or among all owners and/or occupants, as the Borough may apportion, elect and/or require.

#### **§167-15 General rates.**

The rates, charges and fees for sewer and sewage services to sewered 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 household. 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 § 167-15(A) 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 § 167-15(A) 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:

$$F = 2.0 + 1.0 \frac{(0.44(SS-275))}{(275)}$$

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:

$$F = 2.0 + 1.0 \frac{(0.27(BOD-300))}{(300)}$$

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:

$$R_c = 0.0167 P_c (C-5) \frac{(0.44(SS-275))}{(275)}$$

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 thirty (30) days from the billing date.

### **§167-20 Delinquent payments; non-payments**

Any fees, charges or rents imposed under this article and not paid within thirty (30) days of the billing date shall be subject to payment of a penalty of one-and-one-half percent (1 ½ %) per month of the total amount of such charge, fee or rent. Such fee, charge or rent, plus said penalty, all shall be a lien upon the real property to which said charge, fee or rent applies, from the date said fee, charge or rent becomes due and payable. Said charge, fee or rent, if not paid within sixty (60) days, shall be turned over to the Borough of Brentwood, which may then 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, penalty 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. Borough Council may make such designation by adoption of a simple motion at a public meeting of the Borough Council, said motion being adopted by simple majority vote of the members of council present at said meeting, provided that the total number of council members present at said meeting constitutes a quorum of the total number of council members.

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 moneys 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 \$1000 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 thirty (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.**

#### **§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 as well as the tenant thereof on a monthly basis, for all services previously rendered and not paid.

B. Each such bill described in Subsection A above shall be payable, in full, within thirty (30) days from the date of issuance of said bill, and any amount not paid within said thirty (30) day period 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 been delinquent for more than sixty (60) days and has been turned over to the Borough of Brentwood as outlined in **§167-20** shall be subject to the termination of service procedures described in **§167-26**.

D. Personal checks shall not be accepted as an instrument for the payment of any bill that has been delinquent for more than sixty (60) days.

### **§167-26 Termination of service**

A. With respect to any premises within Brentwood Borough where there are outstanding sewer rates, fees, or charges greater than sixty (60) days delinquent, 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 relevant premises have been delinquent for at least sixty (60) days, that the claim or lien for such service has been assigned by ALCOSAN to Brentwood Borough, that the Borough has given minimum ten (10) days written notice of its intention to request water termination at the delinquent premises to the person liable for payment of the sewer charges, 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 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) The Borough Manager and/or his designee shall provide written notice, by certified mail return receipt requested, to the payer liable for the sewer rates, fees, charges or costs of the Borough's intention to request that water service to the delinquent premises be terminated. The notice shall indicate that all delinquent charges, interests, penalties, and other costs must be satisfied within ten (10) days if the delinquent premise is an owner-occupied unit or within thirty (30) days if the delinquent premise is a rental unit. For purposes of this article, a "rental unit" shall mean any residential, commercial, or industrial unit let or leased for rent or occupied by a person other than the owner.

(4) At the request of the Borough Manager and/or his designee, the Chief of Police shall designate a Brentwood Borough Police Officer to post a written notice at the main entrance to the delinquent premises of the intention to request water service termination to the delinquent premises at least ten (10) days prior to the Borough Manager and/or his designee delivering the request for water service termination to the Water Utility.

**§167-27 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, and costs, including 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 delinquent sewer rates, fees, charges, and costs, the Borough Manager and/or his designee shall, within twenty-four (24) hours, issue a request to the Water Utility to initiate restoration of water service to the delinquent premises.

**§167-28 Payment plans.**

A. Any payer whose bill has been delinquent for at least sixty (60) days and has been turned over to the Borough of Brentwood 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. The Payment Plan shall not be executed until the payer satisfies one-half of the total balance for the delinquent premises.

C. The payer shall be required to satisfy the remaining balance for the delinquent premises within thirty (30) days of the execution of the Payment Plan. If the payer fails to satisfy the remaining balance, then the Payment Plan shall be nullified and the delinquent premises shall be subject to termination of water service.

D. If they 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 (2) calendar 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.

**§167-29 Moneys subject to collection.**

The moneys subject to collection by the procedures set forth herein shall include, but are not limited to:

A. All sewer and sewage rates, fees, charges and costs deemed to be delinquent.

B. All costs paid to the Water Utility for termination or restoration of water service to delinquent premises.

C. All moneys paid by way of reimbursement to the Water Utility for loss of water revenues to said utility resulting from termination of water service.

D. Interest on the unpaid delinquent balance at the rate of six (6) percent per annum simple interest.

E. All penalties deemed appropriate and set by Brentwood Borough Council and designated in the Borough fee schedule

F. All costs of notices, posting, postage, certified mailing costs, advertising, and legal costs incurred with respect to any delinquent premises.

G. All other costs and expenses incurred under the provisions and procedures of this article.

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

All delinquent rates, fees, charges and costs and all other expenses and costs incurred under this article shall, after the initial date of delinquency, become a lien and charge upon the premises and real property subject to said delinquency.

**§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.**

**§167-33 Definitions.**

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

**DOCUMENT OR CERTIFICATION:** A written official statement from Brentwood Borough stating that there are no illegal storm, ground or surface water connections into the sanitary sewer system on real property to be sold, which illegal storm, ground or surface water connections would violate any existing Borough ordinance regulating sewers.

**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.

**EVIDENCE OF COMPLIANCE:** An official, written statement from the Borough stating that it has on file a written statement from a licensed plumber that there are no illegal storm or surface water connections into the sanitary sewer system relevant to a particular real property, which illegal connection would violate any Borough or county ordinance or regulation or any state statute or Borough or county or state plumbing regulation.

**ILLEGAL STORM OR SURFACE WATER CONNECTION:** The discharge of basement seepage, groundwater, surface water or other extraneous liquid or the connection of downspouts, roof drainage or surface or area way drainage, into any sanitary sewer system.

**MUNICIPAL LIEN OR TAX CERTIFICATION LETTER:** A written letter from Brentwood Borough concerning municipal liens, delinquent sewage charges, and/or delinquent 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.

**TEMPORARY DOCUMENT OF CERTIFICATION:** A written statement of temporary certification from the Borough issued pursuant to the terms of **§167-35** set forth herein below in this article.

**VIDEO CAMERA INSPECTION:** Any commonly accepted plumbing test whereby a video camera is inserted into and travels throughout the private lateral sewer line of real property to determine if any illegal stormwater, groundwater, or surface water is entering the sanitary sewer system.

#### **§167-34 Evidence of compliance required; application**

A. It shall be unlawful for any person to sell real property within Brentwood Borough on which a building or improvement exists, without first delivering to the purchaser of said real property a document of certification or a temporary document of certification issued by Brentwood Borough.

B. Any person, hereinafter referred to as "applicant", selling real property within Brentwood Borough shall make application for certification or temporary certification or for evidence of compliance. Said application must be made on a form furnished by Brentwood at least twenty-one (21) days prior to the date of closing said sale transaction. The applicant shall 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 Enforcement Officer. If there are found no illegal stormwater, groundwater, surface water or other connections, upon presentation of the completed form with acceptable test results and findings to the Code Enforcement Officer, the Borough Manager or his designee shall issue a document of certification of compliance to the applicant, contingent upon payment by the applicant to the Borough of a fee in an amount set forth from time to time by resolution of Borough Council

C. If the dye test, video camera inspection, or other investigation reveals the existence of an illegal stormwater, groundwater, surface water or other connection, then no document of certification will be issued to the applicant until the illegal connections are removed and certification of such removal by a master plumber is received and an acceptable application form is submitted to the Code Enforcement Officer. If a defect is sighted in the lateral, whereby stormwater, groundwater, or surface water is allowed to flow into the lateral, no document of certification of compliance will be issued to the applicant until the lateral line is repaired by a master plumber and said repairs are certified by the same.

### **§167-35 Temporary certification of compliance**

A. A document of temporary certification of compliance may be issued by the Borough Manager or his designee when, in the sole and absolute discretion of the Code Enforcement Officer, either

1) The applicant proves to the satisfaction of Borough officials that dye testing and/or video camera inspection cannot be performed because of weather conditions. In those circumstances, the applicant shall submit to the Borough security in the amount of \$500 to guarantee that the dye test and/or video camera inspection will be performed as provided herein below. In addition, the applicant must submit to the Borough a written acknowledgment, notarized and signed by the purchaser of said real property, whereby said purchaser agrees to correct, at purchaser's sole expense and cost, any violations discovered as a result of said subsequent dye test and/or video camera inspection. Subsequently, the applicant shall cause the dye test and/or video camera inspection to be performed within fourteen (14) days of receipt of a written notification of approval from the Borough. No provision of this subsection shall prohibit an agreement between the applicant and the real property purchaser, requiring the applicant to reimburse said purchaser for any cost incurred pursuant to this article, provided, however, that primary responsibility and liability for correction of any illegal connection shall be acknowledged by both the applicant and the purchaser to run with the land, and provided further, that no agreement between the applicant 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.

2) An illegal stormwater, groundwater, surface water, or other connection, or a defect in the lateral, whereby stormwater, groundwater, or surface water is allowed to flow into the lateral, is discovered and the necessary remedial actions to correct such illegal connection would require such length of time as would create a practical hardship for the applicant or the purchaser, then the applicant may apply to the Borough for a document of temporary certification of compliance, which document may be issued only when applicant provides the Borough with all of the following:

(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, or certified check or cashier's check, 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 agreement signed by the purchaser of said real property and naming Brentwood Borough as a third party beneficiary of said written agreement, whereby the purchaser is obligated to, and responsible for, all cost overruns related to the remedial work and granting Brentwood Borough a license, easement and right-of-way to Brentwood 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 plumbing contractor, the applicant or the purchaser.

B. The Borough Manager or his designee shall determine when each such document of temporary certification of compliance shall expire and the applicant, plumber, and purchaser shall all be advised in writing of the expiration date. Upon expiration of said document of 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 owner 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 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 forth from time to time by resolution of the 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 ten (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. Evidence of compliance certificates shall be valid for the shorter of the following periods of time:

1) Five (5) years from the date of issuance; or

2) Until the date of sale or conveyance of the subject property, including intra-familial transfers.

**§167-37 Additional rules and regulations.**

A. By motion duly made and approved by a majority of the members of Borough Council present and voting at a regular or special public meeting of Borough Council at which a quorum of the members of Council are present, the Borough may adopt and promulgate such reasonable rules and regulations as Borough Council may approve from time to time for the operation and enforcement of this article and all related Borough Ordinances, which rules and regulations 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, acknowledgments, contracts, agreements, certifications and other required documents.

B. Rules and regulations issued pursuant to this section shall be, in writing, advertised, published and distributed as necessary to ensure compliance with the provisions of this article.

**§167-38 Construal of provisions.**

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 located defective piping which would allow surface of 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 \$1000 per violation and, in a default of payment of such fine, to suffer imprisonment for a term not to exceed thirty (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, water courses, 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 thirty (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.

**PART II-** The Borough Manager, Building Code Official/Department, Police Department, Borough Solicitor, and all others employed or appointed by the Borough of Brentwood, are authorized to take any and all action necessary to ensure implementation of this Ordinance and to effectuate the purpose hereof.

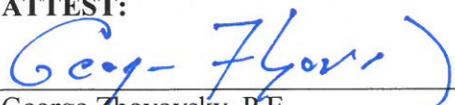
**PART III-** Any and all Ordinances and/or Resolutions, or parts thereof, conflicting herewith are repealed insofar as the matters here in affected.

**PART IV-** The provisions of this Ordinance are servable, and if any clause, sentence, section or subsection hereof shall be adjudged by any court of competent jurisdiction to be illegal, invalid or unconstitutional, such judgment or decision shall not affect, impair, or invalidate the remainder, but shall be confined in its operation and application to the clause, sentence, section or subsection rendered. It is hereby declared that the intent of the Borough of Brentwood Council that this Ordinance would have been adopted if such illegal, invalid, or unconstitutional clause, sentence, section, or subsection had not been included therein.

**PART V-** This Ordinance is effective immediately upon enactment according to law, and shall remain in effect hereafter until revised, amended, or revoked by action of the Council of the Borough of Brentwood.

ORDAINED AND ENACTED THIS 28th DAY OF April, 2014 BY THE BOROUGH COUNCIL OF THE BOROUGH OF BRENTWOOD.

ATTEST:

  
George Zboyovsky, P.E.  
Borough Manager

BOROUGH OF BRENTWOOD

  
Marty Vickless  
President of Council

EXAMINED AND APPROVED BY ME THIS 28th DAY OF April, 2014.

  
Dennis Troy  
Mayor

APPROVED AS TO FORM

  
Thomas H. Ayoub III  
Borough Solicitor