

ARTICLE 7 A
SERVICE LATERAL INSPECTIONS AND MAINTENANCE

SECTION 7.A.1. Findings. The Authority has determined that the discharge, inflow and infiltration of ground, surface, and drainage waters into the sanitary sewer system increase the cost of wastewater treatment, and accordingly find it necessary to take measures to reduce the discharge, inflow and infiltration, of unpolluted waters into the sanitary sewer system.

The Authority has also determined that defective Service Laterals, as defined below, can result in public health and safety hazards.

For these reasons, the Authority finds that it is in the interest of public health and safety to inspect and test Service Laterals, and require proper maintenance and repair of defective Service Laterals.

SECTION 7.A.2. Authority. These regulations are adopted in accordance with the authority of Section 5607 (d) (17) of the Pennsylvania Municipal Authorities Act, and are intended to supplement the regulations set forth in Sadsbury Township Ordinance No. 1998 - 172, and in Summit Township Ordinance No.1997 - 4.

SECTION 7.A.3 Prohibition of Stormwater Discharges into Sanitary Sewers.

- (a) It shall be a violation of these Rules and Regulations for any person to discharge any "Stormwater", as defined, into the Authority's sanitary sewer system or into any Service Laterals that discharge into the Authority's sewer system. It shall also be a violation of these Rules and Regulations for any person to permit the discharge of "Stormwater" from any real property owned by such person into the Authority's sanitary sewer system or into any Service Laterals that discharge into the Authority's sewer system. For the purpose of this paragraph, any discharge of Stormwater into the sanitary sewer system (including Service Laterals) shall be deemed to have been permitted by the owner of the property upon or within which such Stormwater enters the sanitary sewer system.
- (b) No Authority customer shall connect or permit to be connected to their Service Lateral any roof drains, foundation drains, or any drains from pavements, yards, area ways, subsurface drains, or springs. The customer shall be responsible for providing an adequate means to drain Stormwater from the premises other than into the sanitary sewer system.
- (c) No Authority customer shall refuse or obstruct an inspection of the Service Laterals and connections to the Service Laterals, and no Authority customer shall refuse to allow or obstruct an inspection of the sewer facilities which are connected to the Service Laterals, when such inspections are being made in accordance with the provisions in the Rules and Regulations of the Authority.
- (d) It shall be a violation of these Rules and Regulations for any person to maintain, or to permit a Service Lateral to be maintained in a defective condition as described in these Rules and Regulations, after receiving notice of the condition.

SECTION 7.A.4. Definitions.

"Authority" shall mean the Conneaut Lake Joint Municipal Authority

"Service Lateral" shall mean the pipe or conduit for carrying wastewater or sewage from the structure in which it is generated, to the sewer line of the Authority.

"Stormwater", for purposes of this Article, shall include all stormwater, rain water, surface water, ground water, roof runoff, or subsurface drainage.

SECTION 7.A.4. Ownership of and Responsibility For Service Lateral. The Service Lateral is owned by the property owner from the structure served to the place where it is connected to the Authority's Sewer line, and the property owner is responsible for the maintenance and operation of the Service Lateral.

SECTION 7.A.5. Inspection of Private Sewer Connection Facilities Authorized. For the protection of the health and safety of residents of Sadsbury and Summit Townships; and for the prevention and abatement of the discharge of untreated sewage and of obnoxious odors and nuisances from an improperly maintained service lateral; and for the elimination of ground and surface water infiltration into the sewer service lateral, the Manager and such other persons duly authorized by the Authority, shall have the power to make inspections of existing installation of sewerage service lines and facilities upon and within any property owner's occupied structure, for the purpose of determining whether such sanitary sewerage service lines and facilities are in compliance with these Rules and Regulations of the Authority.

SECTION 7.A.6. When Inspections May be Made. Inspections may be initiated for any of the following reasons:

- (a) When the Authority has good reason to believe that a Service Lateral is defective or is not functioning properly, or that the composition of the wastewater being discharged into the Authority system does not meet the standards for acceptable sewage .
- (b) As a matter of the Authority's routine or periodic operation of the system.
- (c) When requested by the customer.

SECTION 7.A.7. Inspections Required. In addition to inspections required when any Service Lateral is installed or repaired, an inspection of the Service Lateral is required prior to the sale of any real property served by an existing Service Lateral.

In conjunction with this inspection by the Authority, the customer shall, at Customer's expense, have a video inspection of the Service Lateral performed by a qualified video camera operator capable of producing a clear record of the video inspection, and shall provide the Authority with a copy of the video record.

SECTION 7.A.8. How Inspections May be Made. Inspections may be undertaken and tests may be made as deemed appropriate by the Authority, to assess the condition of a Service Lateral, the connection to the Authority system, or the composition of the sewage and wastewater being discharged into the Authority system. Inspections may be made at reasonable times, and after giving at least 48 hours notice, except that advance notice need not be given in the case of an emergency or or a waiver of the advance notice.

It shall be the duty of the owner, his agent, tenant, or person in possession of the premises to permit entry upon and within such premises, dwellings or buildings, for purposes of inspection of the sewerage service lines and facilities by the Authority.

Inspections may include television inspection, smoke testing, dye testing, air or water pressure tests, exfiltration tests, direct visual observation, indirect measurement, or other appropriate methods, as the Authority determines is necessary and appropriate.

SECTION 7.A.9. Access. With appropriate notice, the customer served by the Service Lateral shall make all areas of the property available as necessary for the inspection, including access to interior basements and plumbing fixtures and piping. In addition, the customer, at the customer's expense, shall provide access to the interior of the Service Lateral as follows:

- (a) All newly constructed or reconstructed Service Laterals shall provide service lateral cleanouts in accordance with Authority Specifications.
- (b) Existing Service Laterals shall be accessible for interior inspection. Accessibility may be provided in the form of a cleanout as specified for new or reconstructed Service Laterals. If such cleanout is not available, the property owner may provide alternative means of access, such as through a pipe through the basement wall or a toilet discharge where the toilet has been temporarily removed. Where the service lateral is accessed from the inside of a building, the building owner shall sign a release of liability granting the Authority access from the inside of the building.
- (c) Any new or existing service lateral that is not able to be accessed for interior inspection shall be made accessible at the customer's expense. New access shall consist of one or more cleanouts constructed in accordance with the Authority's Rules and Regulations. Customers shall install such access within 45 days of being notified by the Authority.

SECTION 7.A.10. Defective Service Laterals. The Manager and such other persons duly authorized by the Authority shall make the determination as to whether a Service Lateral is defective. A Defective Service Lateral shall include the following:

- (a) Any service lateral exhibiting visible flow of Stormwater or groundwater into the Service Lateral. Visible flow means a flowing stream of water; dripping water; cracks, if dripping water; roots within the pipe, if dripping water; or mineral deposits on the side of the pipe, if dripping water.

- (b) Any direct connections of prohibited drains, whether or not visible flow is observed.
- (c) Any collapsed or partially collapsed Service Lateral that would interfere with the passage of sewage or is a potential source of Stormwater, groundwater, or debris to enter the system.
- (d) Any disconnected or deteriorated joints.
- (e) Any misaligned pipes, or significant sags or lack of positive gradient where solids can be reasonably expected to accumulate.
- (f) Lack of cleanout or inspection access or any obstruction that prevents passage of a camera for televised inspection of the entire length of the Service Lateral.
- (g) Other flaws, improper construction, or physical damage that would allow inflow or infiltration of Stormwater or groundwater, exfiltration of sewage, or interfere with proper function of the Service Lateral.
- (h) Service Laterals exhibiting evidence of past inflow or infiltration of Stormwater or groundwater, such as cracks, roots, or mineral deposits, but for which flow is not visible (i.e. dripping is not observed) at the time of inspection, may be determined to be not defective at the time of inspection, but at the Authority's option, be subject to a follow-up inspection at a time of year when visible flow is more likely.
- (i) If a Service Lateral is not found to be defective at the time of an inspection, this does not exempt the customer from future inspections which may have different results.

SECTION 7.A.11. Repair or Replacement Required. When a Service Lateral is determined by the Authority to be defective, the customer, at the customer's expense, shall repair the defects or replace the Service Lateral to the satisfaction of the Authority within 90 days of receiving written notice from the Authority of such defect, in accordance with the following requirements.

- (a) Customers shall utilize a reputable contractor experienced in the installation and repair of sewer Service Laterals.
- (b) Repairs or replacement shall conform to the technical specifications of the Authority. In all cases, the repair shall be sound, durable, and water-tight, and made with materials and installation techniques commonly used for such purposes.
- (c) The customer shall notify the Manager or other authorized Authority representative at least 2 days but not more than 7 days prior to the date the repair is to be made. The customer shall provide access to the Manager or other authorized Authority representative to witness the repair in progress.

- (d) Upon completion of the repair, the customer shall notify the Authority. The Authority may conduct such post-construction inspections as necessary to determine the adequacy of the repair.
- (e) If the customer fails to repair the defects or replace the service lateral to the satisfaction of the Authority within said 90 day period, the Authority may make such repairs or replacement and assess the customer the cost thereof. Such assessment shall be made in accordance with Pennsylvania's Municipal Claims Act, and shall constitute a lien against the customer's property until the Authority is paid.
- (f) Extensions of time may be granted at the discretion of the Authority for delays due to weather or other reasonable circumstances.

SECTION 7.A.12. Fees for inspection.

- (a) No fee will be charged for an inspection initiated for the reasons set forth in Section 7.A.6.(a) & (b) of this Article.
- (b) For inspections initiated by a customer or in conjunction with the sale of the property, a fee of \$100.00 will be due and payable to the Authority.
- (b) In the event that a defective Service Lateral is found that requires repair by the customer, the customer shall be assessed a \$100.00 fee to cover the cost of inspection during construction of the repair and for post-construction inspection. For each subsequent additional repair and post-construction inspection, the customer shall be assessed an additional \$100.00 fee.