

ORDINANCE NO. 100

AN ORDINANCE OF DAUGHERTY TOWNSHIP REGULATING THE INSTALLATION, OPERATION, AND MAINTENANCE OF SMALL FLOW SEWAGE TREATMENT FACILITIES AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF.

The Board of Supervisors of Daugherty Township, Beaver County, Pennsylvania, hereby enacts and ordains as follows:

SECTION 1: AMENDING SEWAGE FACILITIES PLAN AND TITLE OF ORDINANCE

The Official Sewage Facilities Plan of Daugherty Township is amended so as to permit the installation, operation and maintenance of small flow sewage facilities in Daugherty Township. This Ordinance shall be known as the "Small Flow Sewage Facilities Ordinance" of Daugherty Township.

SECTION 2: DEFINITIONS

a. General Terms: As used in this Ordinance, words in the singular include the plural, and those in the plural include the singular. The word "shall" and "will" for the purpose of this Ordinance are defined as mandatory.

b. Specific Terms: As used in this Ordinance, additional specific terms or words shall be defined as follows: Unless otherwise expressly stated, the following definitions shall for the purpose of this Ordinance have the meaning herein indicated. Any pertinent word or term not a part of this Ordinance shall be construed to have the meaning attributed to it under the Sewage Facilities Act and the Regulations promulgated thereunder:

Board of Supervisors: the Board of Supervisors of Daugherty Township, Beaver County, Pennsylvania;

Effluent: liquid sewage discharged as waste;

Landowner: the legal or beneficial owner or owners of land including the holder of an option or contract to purchase (whether or not such option or contract is subject to any conditions), a lessee if he is authorized under the lease to exercise the rights of the landowner, or other person having a proprietary interest in the land;

Official Sewage Facilities Plan: a comprehensive plan for the provision of adequate sewage disposal system, adopted by the Board of Supervisors and approved by the DEP, pursuant to the Pennsylvania Sewage Facilities Act;

Regulations: the current Regulations of the DEP, as set forth in Pa. Code, Title 25, and all future regulations of the DEP pertaining to small flow sewage facilities;

Small Flow Sewage Facility: an individual or community sewerage system designed to adequately treat sewage flows not greater than 2,000 gallons per day for final disposal using stream discharge or discharge to the surface of the ground, 25 Pa. Code Section 71.1;

System: the small flow sewage facility to be designed, installed, operated and/or maintained by a landowner upon any property in Daugherty Township;

Township Official: a sewage enforcement officer, code enforcement officer, certified sewage treatment plant operator, employee of Daugherty Township, professional engineer, plumbing inspector, or any other qualified or licensed person who is authorized to function within specified limits as an agent of Daugherty Township to administer or enforce the provisions of this Ordinance;

SECTION 3: DESIGN STANDARDS

The System shall be in accordance with the design standards and requirements of the DEP. In addition to all other requirements, the design standards shall include the following:

- a. Easy access for inspection and periodic maintenance shall be provided for all treatment units. A readily accessible effluent sampling point, located at the discharge end of the chlorine contact tank shall be provided.
- b. An alarm shall be provided for all pumps and aeration devices. Alarms shall include both visual and audible devices located so as to be readily noticeable by occupants of property. An appropriate high level alarm in the dosing tank and an alarm for the aeration motor (if used) are needed.
- c. Reasonable vehicular access shall be provided to the system for periodic removal of sludge.

SECTION 4: PRE-CONSTRUCTION APPROVALS AND PERMITS

The landowner must submit a sewage planning module to the Board of Supervisors. The planning module must be approved by the Board of Supervisors and DEP. Thereafter, the

Landowner must obtain required DEP permits. No building or System construction may occur until a pre-construction meeting has been held with the Township Official, the System contractor, the Landowner and the factory representative if an aerobic treatment unit is used.

SECTION 5: PRE-OPERATION INSPECTION

Upon completion of the System installation and prior to System covering, the registered professional engineer for the Landowner, Township Official and factory representative if an aerobic treatment unit is used, shall conduct an inspection and certify in writing that the construction/installation of the System is in conformance with the permit issued by DEP. Notice of the System inspection shall also be given to DEP 72 hours prior to inspection. A copy of written certification signed by all parties will be sent to DEP within 10 days of completion of inspection. A service contract consistent with the requirements of the National Sanitation Foundation must be signed and a copy sent to DEP when aerobic treatment units are used.

SECTION 6: PLANS

Landowner shall provide to Daugherty Township a complete set of "as built" plans for the System as finally approved by DEP.

SECTION 7: INSPECTIONS

An individual, firm or corporation retained by the Landowner shall inspect the system at least three times per year. At least two of those inspections will be conducted between April 1 and September 30 of each year. At least one inspection will be conducted during the remaining portion of the year.

- a. Inspection shall include testing for an adequate chlorine residual at levels required by the DEP permit. Landowners are required to test chlorine residual on a weekly basis and keep a written record of the date and results of the test. The Landowner must ensure that the chlorine residual levels are in compliance with all relevant DEP standards.
- b. The inspector may collect a sample for fecal coliform analysis at any time. An EPA approved laboratory must perform the bacteriological analysis.
- c. Daugherty Township will retain copies of all written inspection reports and lab results in a permanent file. The records shall be available to DEP upon request.
- d. A copy of a signed annual service/inspection contract between the Landowner and the individual, firm or corporation experienced in the operation and maintenance of such small flow treatment facilities shall be submitted to the Township no later than November 30 of each year for the following calendar year.

SECTION 8: REPAIRS AND REPLACEMENT OF SYSTEM

In the event Daugherty Township or DEP inspections indicate the need for repair or replacement of any component part or all of the System in order to bring the System into compliance with DEP permit or regulations, the Landowner shall complete such repairs or replacement and obtain certification from the Landowner's engineer or Township Official that the work has been completed in accordance with appropriate standards. Certification must be provided within 30 days of the date of Township or DEP notice.

SECTION 9: MAINTENANCE ON SYSTEM

In the event Daugherty Township or DEP inspections indicate the need for maintenance on any component part or all of the System in order to bring the System into compliance with DEP permit or regulations, the Landowner shall complete such maintenance and obtain certification from the Landowners engineer or Township Official that the work has been completed in accordance with appropriate standards. The necessary maintenance and request for certification must occur with 72 hours of the date of Daugherty Township or DEP notice.

SECTION 10; FAILURE TO UNDERTAKE REPAIRS, REPLACEMENT, AND MAINTENANCE

In the event the Landowner fails or refuses to achieve timely compliance with the provisions for System repair, replacement and/or maintenance as described in Section 8 and Section 9, Daugherty Township shall have the right to enter upon the premises and to perform any repairs, replacement and/or maintenance with respect to the System, all of which shall be made at the cost and expense of the Landowner. Daugherty Township action to effectuate needed repairs or replacement of any component parts or the entire system shall occur no sooner than 30 days or later than 45 days after notice was sent to the Landowner. Daugherty Township action to effectuate needed maintenance on any component parts or the entire System shall occur no sooner than 72 hours or later than one week after notice as sent to the Landowner.

SECTION 11: EFFLUENT REMOVAL

During the period of time when the System is inoperable or incapable of treating the discharged effluent so as to meet or exceed those standards of DEP as aforesaid, Landowner shall make the necessary arrangements to remove said effluent and arrange for the appropriate disposition of same at a DEP permitted sewage disposal facility. In the event the Landowner shall fail to make the necessary arrangements for the removal of said effluent within the time specified by the Township Official, not to exceed forty-eight (48) hours, Daugherty Township shall have the right, upon forty-eight (48) hours written notice to Landowner sent to the last known address by first-class mail, to enter upon the premises and cause said effluent to be removed. Where the Landowner causes the effluent to be removed, he shall, upon request of Daugherty Township, provide an agreement with a hauler providing for the removal and submission of all pumping receipts. The Landowner shall continue hauling effluent until such time as the System has been properly certified as being operable

by Daugherty Township or DEP.

SECTION 12: INSPECTION FEE

The Landowner shall pay Daugherty Township an annual fee for inspection or review of an inspection report of the System as set by the Board of Supervisors at their annual reorganization meeting.

SECTION 13: RECOVERY OF COSTS INCURRED BY DAUGHERTY TOWNSHIP

The Landowner shall pay for any and all costs incurred by Daugherty Township for inspections in excess of the mandatory annual three inspections, repairs, replacements, and/or maintenance of the System or its components parts. The Landowner shall pay Daugherty Township for any and all costs incurred by Township in the removal of effluent in accordance with the terms of the Ordinance. In the event the Landowner, or his/her heirs, successors or assigns, shall fail to Daugherty Township for such costs or expenses, Daugherty Township shall institute suit against the said Landowner in a civil action or cause a lien to be recorded on the property in accordance with the Municipal Lien Law for all costs and expenses incurred in the enforcement of this Ordinance, including reasonable attorney fees.

SECTION 14: ESCROW

In order to secure the cost which may be incurred by Daugherty Township and which are recoverable as herein provided, the Landowner contemporaneously with permit approvals shall deposit the sum of Two thousand (\$2000.00) Dollars with Daugherty Township, which shall be held by Daugherty Township. Said sums may be used by Daugherty Township for System repair, replacement or maintenance at the sole discretion of Daugherty township. Should the escrow fund fall below the sum of Two thousand (\$2000.00) Dollars, Landowners shall deposit sums necessary to bring the amount to Two thousand (\$2000.00) Dollars.

SECTION: 15 PENALTIES

Pursuant to 53 Pa. CS. 66601, any person who shall violate any provision of this ordinance, upon conviction in an action brought before a District Justice, in the same manner provided for enforcement of summer offenses under the Pennsylvania Rules of Criminal Procedure, be subject to a penalty or fine of not less than Five hundred (\$500.00) Dollars, but no more than One thousand (\$1000.00) Dollars, together with the costs of prosecution for each such violation, and may upon default of the payment of fine and costs be sentenced to suffer imprisonment in accordance with law. Said fines and penalties may be collected by suit or summary proceeding brought in the name of the Daugherty Township.

SECTION 16: REMEDIES

Landowners, for themselves, their heirs, administrators, executors, successors, and assigns, shall at all time hold Daugherty Township harmless from any claims, suits, legal expenses or judgments which may be brought against Daugherty Township or against any Township Officials and/or against the Landowner or any of their successors in title for any adverse conditions casually and directly related to the operation by Landowner of the System. The Landowner shall have the duty to defend Daugherty Township, its officials and employees against any claim or suit made by any person who alleges that adverse conditions have been caused by the operation by the Landowner of the System. In the event the Landowner fails to undertake the defense of Daugherty Township as to any such claim and Daugherty Township is required to enter upon its own defense, Landowner shall reimburse Daugherty Township for any expenses it may incur, including legal fees, reimburse Daugherty Township for any expenses it may incur, including legal fees, engineering fees and other expert witness fees and shall pay any judgment rendered against Daugherty Township as a result of such suit. As to damages alleged to have been caused by reason of the operation of the System Landowner shall have the right and option to join Daugherty Township in the defense and/or compromise of such claim and Landowner shall only be required to pay those damages and expenses for which the Landowner agrees to pay, it being the express understanding of the parties hereto that the Landowner shall not be responsible for any conditions occurring that cannot be demonstrated to be due to the operation and/or malfunction of the System installed by the Landowner. In the event the Landowner, or its heirs, successors, or assigns, shall fail to pay the costs, legal fees, other expenses or damages as herein provided and Daugherty Township is required to pay same, Daugherty Township shall have the right to recover said funds it has expended either by a civil action against the Landowner, or his heirs, successors or assigns, or by causing a lien to be recorded on the property in an amount equal to the sums required to be expended.

SECTION 17: CONVEYANCE OR TRANSFER

If title to property upon which a System is located, is conveyed or transferred in any manner, the transferee (new Landowner) shall provide Daugherty Township with an escrow account as herein required in Section 14 within thirty days of the conveyance or transfer. The existing financial security (escrow money) will not be released to the transferor until the transferee complies with Section 14.

SECTION 18: AFFECT ON OTHER ORDINANCES

Nothing in this ordinance shall be construed to waive, affect or alter any requirements of the Zoning, Land Development and Subdivision or other Ordinances of Daugherty Township and nothing contained herein empowers any Township Official to waive any requirements of such Ordinances. It is expressly understood and agreed that installation of the System upon the property does not constitute approval for any land development of the property.

SECTION 19: SEVERABILITY

The provisions of this Ordinance shall be severable, and if any of its provisions shall be deemed to be unconstitutional, illegal, or invalid, such decision shall not affect the validity of any of the remaining provisions of this Ordinance. It is hereby declared as legislative intent that this Ordinance would have been adopted had such unconstitutional, illegal or invalid provision not been included herein.

SECTION 20: EFFECTIVE DATE

This Ordinance shall become effective five (5) days following enactment and shall apply prospectively and retroactively to all small flow sewage facilities in operation in Daugherty Township.

ENACTED AND ORDAINED into Ordinance this 10th day of SEPT, 1997.

**BOARD OF SUPERVISORS OF
DAUGHERTY TOWNSHIP**

George J. Rosick
Thomas Albanese
Frank W. Romanello

I certify that this is a true and correct copy of the Ordinance passed by the Board on the 10th day of SEPT, 1997.

Frank W. Romanello 9/10/97
Township Secretary Date

COMMONWEALTH OF PENNSYLVANIA :
: **SS:**
COUNTY OF BEAVER :

On this _____ day of _____, 199____, before me, a Notary Public, the undersigned officer, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing document, and acknowledged that _____ executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

MY COMMISSION EXPIRES: