

## **TOWNSHIP OF NEW SEWICKLEY**

### **ORDINANCE NO. 233**

#### **AN ORDINANCE OF THE TOWNSHIP OF NEW SEWICKLEY, BEAVER COUNTY, PENNSYLVANIA, ESTABLISH PROVISIONS FOR THE PERMITTING, INSTALLATION, MAINTENANCE, AND REMOVAL OF SEWAGE HOLDING TANKS**

**WHEREAS**, upon the recommendation of Township Staff and Township Sewage Enforcement Officer, the Township Board of Supervisors seeks to establish provisions for the permitting, installing, maintaining and removing sewage holding tanks,

**WHEREAS**, the Township desires to repeal Ordinance No. 78 as previously enacted by the New Sewickley Township Board of Supervisors;

**WHEREAS**, the Township has, in accordance with the requirements of the Pennsylvania MPC and DEP, submitted the proposed amendments to its Planning Commission, which gave its recommendations regarding the proposed amendments at a duly noticed public meeting;

**WHEREAS**, the Township Board of Supervisors, finds that enactment of the proposed Ordinance will be beneficial to the health, safety, and welfare of the Township; and

**NOW THEREFORE**, be it Ordained and Enacted by the Township of New Sewickley Board of Supervisors, and it is hereby Ordained and Enacted by authority of same, as follows:

#### **SECTION 1: PURPOSE**

1. The purpose of this part is to establish requirements and procedures for the use and maintenance by permit only, of holding tanks designed to receive and retain sewage whether from a residential, commercial, industrial, or recreational property located in New Sewickley, Beaver County, Pennsylvania known hereafter as the "Municipality". It is declared that the purpose of this part is to establish such requirements and procedures for the protection, benefit and preservation of the health, safety and welfare of the inhabitants of the Municipality.

## **SECTION 2: DEFINITIONS**

Unless the context specifically and clearly indicates otherwise, the meaning of terms used in this part shall be as follows:

### **1. COMMUNITY SEWAGE SYSTEM**

A sewage facility, whether publicly or privately owned, for the collection of sewage from two or more lots, or two or more equivalent dwelling units and the treatment or disposal, or both, of the sewage on one or more of the lots or at another site.

### **2. HOLDING TANK**

A watertight receptacle which receives and retains sewage conveyed by a water carrying system and is designed and constructed to facilitate the ultimate disposal of the sewage at another site.

### **3. IMPROVED PROPERTY**

Any property within the Municipality upon which there is an existing structure intended for habitation or occupancy or use by human beings or animals from which structure sewage shall or may be discharged.

### **4. INDIVIDUAL SEWAGE SYSTEM**

A system of piping, tanks or other facilities serving a improved property, serving a single lot and collecting and disposing of sewage in whole or in part into the soil or into waters of this commonwealth or by means or conveyance to another site for final disposal.

### **5. MUNICIPALITY**

The Township of New Sewickley, Beaver County, Pennsylvania.

### **6. OWNER**

Any person, company, or organization vested with ownership, legal or equitable, sole or partial, of any property located in New Sewickley Township.

### **7. PERSON**

Any individual, partnership, company, association, corporation or other group or entity.

### **8. SEWAGE**

Any substance that contains any of the waste products or excrement or other discharge from the bodies of human beings or animals and any noxious or deleterious substance being harmful or inimical to the public health, or to animal or aquatic life or to the use of water for domestic water supply or recreational use.

### **9. SEWAGE ENFORCEMENT OFFICER**

The person officially appointed by the Municipality to who reviews permit applications and sewage facilities planning modules, issues permits as authorized by the act and conducts investigations and inspections that are necessary to implement the act and the regulations hereunder.

### **SECTION 3: RIGHTS AND PRIVILEGES GRANTED**

1. The Municipality is hereby authorized and empowered to undertake within municipality boundaries, the establishment of control and methods of holding tank use, and the sewage disposal and sewage collection and transportation therefrom. The Municipality shall require that all holding tanks be installed, used, maintained only in conformity with permits for same issued by the Municipality in conformity herewith.

### **SECTION 4: RULES AND REGULATIONS**

1. All such rules and regulations adopted by the Municipality shall be in conformity with the provisions herein, all other ordinances of the Municipality and all applicable laws and applicable rules and regulations of administrative agencies of the Commonwealth of Pennsylvania.
2. The Municipality is hereby authorized and empowered to adopt such rules and regulations concerning sewage which it may deem necessary from time to time to effect the purposes herein.

### **SECTION 5: RATES AND CHANGES**

1. The Municipality shall have the right and power to fix, alter, change and collect rates, assessments, and other charges for holding tank use, and sewage disposal, collection, and transportation therefrom in the area served by its facilities at reasonable and uniform rates as authorized by applicable law.

### **SECTION 6: EXCLUSIVENESS OF RIGHTS AND PRIVILEGES**

1. The collection and transportation of all sewage from any improved property utilizing a holding tank shall be done by a properly bonded hauling agency, and the disposal thereof shall be made only at such site or sites as may be approved by the Department of Environmental Protection of the Commonwealth of Pennsylvania.
2. The Municipality will receive, review and retain pumping receipts from permitted holding tanks.
3. The Municipality will complete and retain annual inspection reports for each permitted holding tank as required by the Department of Environmental Protection of the Commonwealth of Pennsylvania.

## **SECTION 7: DUTIES OF IMPROVED PROPERTY OWNER**

The Owner of an improved property that utilizes a holding tank shall enter into an agreement with the Municipality which shall include, but not be limited to, the following requirements:

1. Owner shall maintain the holding tank in conformance with this Article or any Ordinance of the Municipality, the provisions of any applicable law, and the rules and regulations of the Municipality and any administrative agency of the Commonwealth of Pennsylvania.
2. Owner shall permit the Municipality or its agent to inspect holding tanks on an annual basis.
3. Owner shall be solely responsible for retaining the services of a qualified engineer to complete the required Municipality and Department of Environmental Protection (hereinafter "DEP") forms.
4. Owners shall also be solely responsible for retaining the services of a qualified engineer to prepare the holding tank plans and specifications which must meet all applicable regulations, including DEP Chapter 73 criteria.
5. The holding tank must be equipped with both a warning device to indicate when the tank is filled to within seventy-five (75) percent of its capacity, said warning device to create an audible and visual signal at a location frequented by a responsible individual, and a warning device which is designed not to accept any additional flow once the holding tank has reached full capacity. Both safety features must be included for the design of the holding tank to be acceptable.
6. The Owner will submit plans and specifications of the proposed holding tank to the Municipality SEO for review. The SEO will review for compliance with applicable regulations.
7. Owner is required to give the Municipality at least 48 hours notice prior to the initiation of the installation of a sewage holding tank. After the holding tank is installed and all appropriate connections have been made, the Owner must notify the Municipality and permit the appropriate Municipality officials to conduct an inspection of the connections and the holding tank, as installed, and no said connections nor the holding tank shall be covered over, or in any manner concealed, until after it is inspected and approved by the appropriate Municipality official.
8. All regulatory agencies including, but not limited to, the Municipality and DEP, shall be permitted access and entry to the subject property for the purpose of inspection of the holding tank and the connections thereto during the time the holding tank remains on the subject property.



9. Owners hereby agree to promptly reimburse the Municipality for all legal, administrative, and engineering time and expense which is expended for the review of the necessary plans, specifications, contracts, agreements, resolutions, and any other matter pertaining to the installation and maintenance of the holding tank on the subject property as the said expenses are incurred.
10. Owners agree that they will be solely and individually liable for any fees and/or fines levied and/or imposed by DEP or any regulatory agency arising from the installation and/or maintenance of the holding tank. Owners further hereby undertake to hold the Municipality harmless with respect to any and all fines and/or fees referred to hereinabove, regardless of whether said fines and/or fees are imposed against the Owners or the Municipality and Owners further agree to indemnify the Municipality for any expenses whatsoever it may necessarily incur at any time hereafter by reason of any said fines and/or fees.
11. In that the Municipality is ultimately responsible for the holding tank facility, Owners agree that they will provide the Municipality with a bond and/or approved security in the amount of five thousand dollars (\$5,000.00) to be renewed and/or continue in effect during the entire period of time that the holding tank is located on the subject property. Said bond and/or approved security must be designed to enable the Municipality to redeem the bond and/or security if the Municipality must contract to empty the holding tank for any reason whatsoever, including the Owner's refusal to empty said holding tank. Also, the bond and/or approved security must be designed to enable the Municipality to redeem the bond and/or approved security in the event that the property is abandoned by the Owner and the Municipality is obligated to remove the holding tank system from the subject property. In addition to the foregoing, the bond and/or approved security must be designed to enable the Municipality to receive reimbursement for its administrative, engineering, and legal fees and other costs necessarily incurred due to the default of the Owners in either failing to properly empty the tank and/or remove the tank after it is no longer in operation. Proof of a properly issued, valid, and current bond and/or approved security must be submitted by the Owner to the Municipality as a condition of the agreement.
12. When a public sewer system is made available to the subject property, it shall be mandatory that the subject property be connected to the available public sewer system, that the use of the holding tank be discontinued, and that the holding tank be removed from the subject property. The use of a holding tank shall be discontinued if and/or when the use for which the permit was issued is discontinued.
13. Owners are solely responsible for properly contracting for the disposal of the sewage from the holding tank. However, the contract for disposal must be submitted to the Municipality to guarantee that the sewage is properly emptied and disposed. Owners shall submit to agreements with holding tank cleaners, indicating the proposed DEP approved disposal site. One (1) holding tank cleaner will serve as the primary hauler and the second will serve as a backup in the event the primary hauler is no longer capable of providing service. The agreements should be complete with the contractor's name, address, and telephone

number. In addition, Owners must submit copies of the holding tank cleaners' contracts with approved disposal sites. This documentation should be from the proposed disposal site to the contractor and should specify the proposed disposal site and the specific types of waste they will accept from the contractor. Included in this information should be the name, location, and permit number for the disposal site.

14. Owners hereby agree that they will be solely and individually liable and Owners hereby undertake to hold the Municipality harmless with respect to any loss or loss of use of any structures presently existing or to be erected by the Owners in reliance upon the issuance of any holding tank permit if said permit should later be revoked or public sewage not be made available to said structure or said structure becomes uninhabitable for any reason or reasons related to sewage disposal. Also, Owners hereby agree that they will be solely and individually liable and hereby undertake to hold the Municipality harmless with respect to any claim or claims for loss or damage caused by the installation, maintenance and/or use of the holding tank, regardless whether said damage or loss of use is incurred by the Owners, adjacent property Owners, or any person whatsoever. Owners further agree to indemnify the Municipality for any expenses whatsoever which the Municipality may necessarily incur at any time hereafter by reason of any said damage and/or loss.
15. If the Municipality determines, in its sole discretion, that the Owner is in default of the agreement by failing to properly empty the holding tank and/or remove the holding tank when it is required that said holding tank be emptied and/or removed, or if the Owner is in default of any of the other terms and conditions of the agreement, the Municipality may, with or without notice provided to the Owner, require the immediate discontinuance of the use of the holding tank and/or that the holding tank be immediately emptied and/or removed. If the Municipality must undertake to empty and/or remove the holding tank as a result of the default of the Owner in compliance with any of the terms or conditions of the agreement, the bond shall become immediately due and payable to the Municipality.
16. All wiring shall be in accordance with state and local electrical codes and must be approved (in writing) by an independent agency or by a certified electrician prior to the final inspection.
17. The Owner shall submit, on a monthly basis to the Municipality, all pumping records, in a form satisfactory to the Municipality and DEP, along with the water bill from the water company showing gallons billed for that period.

## **SECTION 8: VIOLATIONS**

1. Upon finding of the Sewage Enforcement Officer that any provision of this part has been violated; or that the terms of any issued permit have been violated; or that the use of the holding tank is creating a danger to the health, safety and welfare of the inhabitants of the Municipality or to the environment, the Sewage Enforcement Officer shall so notify the

owner and the use of the holding tank(s) shall immediately cease and the owner shall take all steps required by the Municipality to remedy the use of the system or to remove it entirely.

2. If the owner fails to comply with the order of the Municipality, the Municipality shall have the right to contract for the proper disposal of any sewage, to abate any nuisance or danger to the health, safety and welfare of the inhabitants of the Municipality or to the environment and to remove the system. All costs of such incurred by the Municipality shall be chargeable to and paid by the owner.

## **SECTION 9: REMOVAL OF HOLDING TANKS**

1. In the event a holding tank has been determined to no longer be required, the Owner shall discontinue service and remove the contents from said holding tank within 60 calendar days of this determination. The Municipality shall be given prior notice of this action if the determination is made by the Owner.
2. Within 180 days of the determination of a holding tank to no longer be required, the Owner shall disconnect and remove all plumbing, piping, and the like from said holding tank and remove, fill, or otherwise render said holding tank unusable for the storage of sewage.
3. The Municipality, its agents and departments, at its election, shall have the right to enter upon the premises of a Landowner for the purpose removing or causing the removal of any holding tank which remains in place in violation of this Ordinance.

## **SECTION 10: PENALTIES**

1. Any Owner, person, firm, or corporation who shall violate any provision of Section 7 of this ordinance, upon conviction thereof in an action brought before a district judge in the manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure, shall be sentenced to pay a fine of \$500 to a maximum of \$5,000 or a term of imprisonment not to exceed 90 days, or both. Each day that a violation of this part continues or each section of this part which shall be found to have been violated shall constitute a separate offense. In determining the amount of the penalty, The Municipality shall consider:
  - A. The willfulness of the violation;
  - B. Damage to the water, land or other natural resources or their uses, cost of restoration and abatement;
  - C. Savings resulting to the person in consequences of the violation;

D. Deterrence of future violation; and

E. Other relevant factors as they relate to the holding tank and violations from such.

#### **SECTION 11: ABATEMENT OF NUISANCES**

In addition to any other remedies provided in this part, any violation of any provision of this ordinance shall constitute a nuisance and shall be abated by the Municipality by seeking appropriate equitable or legal relief from a court of competent jurisdiction.

#### **SECTION 12: REPEALER.**

That any and all previous Ordinance(s) which are inconsistent with the terms and provisions of this Ordinance are hereby repealed.

#### **SECTION 13: SEVERABILITY.**

That if any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Board of Supervisors that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.



**SECTION 14: EFFECTIVE DATE.**

That this Ordinance shall take effect immediately upon enactment as provided by law.

**ORDAINED AND ENACTED** into law this 1<sup>st</sup> day of AUGUST, 2023.

**ATTEST:**

**TOWNSHIP OF NEW SEWICKLEY**

  
Township Secretary

BY:   
Chairman, Board of Supervisors

BY:   
Member, Board of Supervisors

BY:   
Member, Board of Supervisors

BY:   
Member, Board of Supervisors

BY:   
Member, Board of Supervisors

**APPROVED AS TO FORM:**

  
Solicitor