

RULES AND REGULATIONS

**PIKE TOWNSHIP
MUNICIPAL AUTHORITY**

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**PIKE TOWNSHIP MUNICIPAL
AUTHORITY
RULES AND REGULATIONS**

These Rules and Regulations are a part of the contract with every applicant for water and every such person by taking water, agrees to be bound thereby:

1. DEFINITIONS

A. AUTHORITY

Pike Township Municipal Authority.

B. CONSUMER

Each consumer is every separate family, person, business, institution, etc. to a minor degree, this is an Equivalent Dwelling Unit (EDU).

C. CUSTOMER

“Customer” as used herein shall be the party contracting for a supply of water to a property which is classified as “Premises”/EDU or using a supply of water.

D. PREMISES (EDU)

The word “Premises” as used herein, shall be the property or area including improvements thereon, to which water service is, or will be, provided through water lines of the Authority on which the property abuts and on which the improvements face, and as used therein shall be taken to designate: Customer, and occupied as one residence or one place of business, having one occupancy either as a Customer or consumer, or

1. Group or combination of buildings by one Customer, in one common enclosure, occupied by one family, or one corporation or firm, as a residence or a place of business, or for manufacturing or similar institution either as Customer or consumer.
2. One side of a double house having a solid vertical partition wall occupied either as a Customer or consumer, or
3. One side or part of a house occupied by one family as either Customer or consumer even though the entrance be used in common, or

4. A public building devoted entirely to public use, such as townhall, schoolhouse, fire engine house, etc. occupied as a Customer or consumer.
5. A single lot, or park or playground occupied as Customer or consumer, or
6. Each house in a row of houses occupied as Customer or consumer, or
7. Each individual and separate place of business and/or occupancy located in one (1) building or group of buildings commonly designated as shopping centers, supermarket areas, and by such other terms, occupied as a Customer or consumer, or
8. Each dwelling unit, a dwelling unit being defined as a building or a portion thereof with exclusive culinary facilities, designed for occupancy and use by one (1) person or one (1) family, even though said dwelling unit may share sanitary facilities with other dwelling units occupied as Customer or consumer, or
9. Where a building is occupied by more than one industrial user, or any combination of residential user, each such family, commercial or industrial user shall constitute a Customer or consumer, or
10. When a building or a portion of a building is occupied by one (1) Customer and used for more than on (1) one purpose, that is, a combination of residential and commercial and industrial or residential and industrial, each area so used for separate purposes shall constitute a Customer or consumer, or each trailer shall constitute a Customer or consumer.

2. METHOD OF SALE

Water is sold by meter only, subject to any other consumptions as permitted under the Rules and Regulations. Accounts are computed and bills rendered quarterly or monthly except as directed otherwise by the Authority. The Authority may, by Resolution, establish Special Water Districts with Special Water Rates. Said Water Districts may be necessary to cover special costs relative to water purchase and resale to portions of the Authority's system.

3. SCHEDULE OF WATER RATES

A. MINIMUM CHARGE

All Customers and consumers who are metered will pay a minimum quarterly charge for water which will be governed by the meter size and contain a minimum allowance for water as specified in the Authority Rate Schedule.

B. METERED RATES

In addition to the minimum charge, all Customers shall pay for metered water for all usage exceeding the minimum at rates as specified in the Authority Rate Schedule.

4. BUILDING WATER, BULK WATER & SALES TO OTHER UTILITIES

A. BUILDING WATER

Commercial, industrial and residential building water will be furnished to each developer through metered service connections only. Each person desiring building water for commercial, industrial and residential units shall make application to the Authority.

B. BULK WATER

All bulk water sales will be at the discretion of the Authority under terms and conditions set by the Authority. Bulk water service may be terminated at any time for non-payment of invoices, failure to abide by established rules, or water shortages due to drought, fire or other causes.

C. SALES TO OTHER UTILITIES

Exception to the above rates may be negotiated by the Authority in the case of bulk water to other water systems or for emergency use of the community at large.

5. FIRE PROTECTION RATES

A. PUBLIC FIRE PROTECTION

The cost of each public fire hydrant is billed quarterly as specified in the Authority Rate Schedule.

B. PRIVATE FIRE PROTECTION

The Authority does not currently provide for private fire protection but will adopt needed rate schedules in the future should the capability and need/demand arise.

C. USE OF HYDRANTS

All persons are forbidden to open any fire hydrant or to use any water therefrom for sprinkling streets, for building, or for any purpose whatsoever without permission in writing from the Authority, under the penalty prescribed by law, except in case of fire, and by fire companies to test the hydrants. Such tests shall be made only under the supervision of an authorized agent of the Authority.

D. PRIVATE DOMESTIC FIRE SERVICE

This regulation covers domestic fire lines in sizes 3/4" through 2" for both single family and multi-family premises. The Pike Township Municipal Authority assumes no responsibility for the sizing of fire line services. The Authority will not install the fire line. The Customer or Consumer shall be entirely responsible therefore.

1. Where more than one (1) consumer or premises is serviced by a single domestic fire line, each fire line shall be a separate tap on the water line and charged for in accordance with Section 10B unless otherwise agreed to by the Authority. Each Customer or premises with fire protection shall be charged a quarterly standby charge for standby fire service capacity as specified in the Authority Rate Schedule.
2. Where a single consumer or premises requires a domestic fire line, the fire service, and the domestic water service, shall be from separate taps on the water main. The cost for this installation shall be double the existing tap fee. Each Customer shall pay a quarterly standby charge for standby fire service capacity as specified in the Authority Rate Schedule.
3. Every domestic fire line will be equipped with a meter, 1/2" test line, and a valve and backflow preventer. The meter is supplied by the Authority while the Customer is responsible for the test line and valve and backflow preventer. The discharge of the test line must be directly connected to the sanitary sewer lines in the premises.
4. Every two (2) years the Authority may read the meter and operate the test valve to insure proper functioning of the water meter. This "read and test" procedure is for the benefit of the Authority to test the meter and determine unauthorized use only. It is not for the purpose of determining the functional nature of the fire line or system for which the Authority assumes no liability or maintenance responsibility.
5. Except in case of use during an emergency there should never be any registration of water used on a fire line meter. All water use through a domestic fire line meter will be billed for at the standard rates of the Authority. Furthermore, if it is determined that non-emergency water use has occurred, then, after proper notice, the fire line will be turned off until such use is eliminated.
6. In accordance with other sections of these Rules and Regulations the Authority may terminate domestic water service, after proper notice, for non-payment of domestic fire service charges.
7. In all cases where a request is made to install a domestic fire line at a premises that has an existing domestic water connection, a new and separate service will be required for the fire line installation.

6. BILLS RENDERED

A. GENERAL

1. All bills for service furnished by the Authority will be based on the published current Rate Schedule of the Authority and/or other fees outlined in these Rules and Regulations or by amendments thereto.
2. Regular meter reading will be made monthly or quarterly at the option of the Authority and will be rendered as soon as possible after the reading of the respective meter.
3. Bills shall be rendered monthly or quarterly unless directed otherwise by the Authority and will include charges for all water consumed during the billing period plus any other applicable fees.
4. All water consumed shall be determined by meter registration, unless the meter has been found to be registering inaccurately or has failed to register, in which case a bill will be rendered based on previous average consumption for a similar period when the meter was in order, giving proper consideration to any change in facilities or practices that may have occurred, or by such other fair and reasonable method as shall be based on the best information available.
5. In case of excessive meter registration, no adjustment will be made of bills rendered prior to the billing period in which complaint was made or of bills of a previous Customer or consumer, whether tenant or owner.
6. Each premises serviced by a meter where the charges are calculated by multiple billing will be subject to a fixed minimum monthly or quarterly charge for each meter, based on the size of the meter and in accordance with the rate schedule. Such minimum charge shall be non-adaptable for a non-user of water so long as the meter is installed. In the case of fractional bills covering less than a month or a quarter, the minimum charge shall be prorated. In addition to the minimum charge all water consumed shall be charged for in accordance with the Rate Schedule noted under the section of these regulations.

B. CONDOMINIUMS AND SIMILAR TYPE

Condominiums and similar type housing units which embody the principal of individual purchase and ownership of the consumer units, shall have individual services and meters installed to service each consumer unit and shall be billed accordingly.

C. MULTIPLE BILLING

The charge for water service in all cases where more than one (1) “Consumer” is served through one (1) meter installation. Such minimum charge shall be non-abatable for a non-user of water.

Customers who are billed for multiple units shall be billed for all such units regardless of occupancy, unless the Customer provides for separate connections to each unit.

The Authority reserves the right to negotiate special agreements for cases not covered by the above.

D. BILLS DUE AND PAYABLE

1. All bills except those for public fire protection, are due and payable on presentation and, if not paid within thirty (30) days as dated, a five percent (5%) penalty will be added. The penalty will be added in a subsequent billing noting that payment is due within ten (10) days or procedures to discontinue water service will be implemented. Water service will then be shut off after three (3) days notice; and an additional charge, subject to be changed from time to time by the Authority, will be due before service is restored. The current rate for restoration of services is set at \$70.00. This provision shall not prevent the Authority from contracting with other Utilities through Shut-off or similar agreements.
2. All bills for public fire protection are net, and due and payable on the first day of the month following the billed quarterly period unless otherwise designated by the Authority and if not paid within thirty (30) days of the date of the bill, a five percent (5%) penalty shall be added.
3. All bills for private fire protection are due and payable as provided in Section 6D1 above.
4. There shall be a service charge for returned checks as specified in the Authority Rate Schedule.
5. Liens on the Property. All charges and fees due to the Authority in accordance with the applicable Authority Rate Schedule that are not paid within the time period prescribed shall be deemed delinquent after the due date of the bill and shall be subject to a lien on the property served. In such event, the Authority may elect to file a lien in the office of the Prothonotary of Clearfield County and collect the same in the manner provided by law for the filing and collection of municipal claims.

E. LOCATIONS/METHODS FOR PAYMENT

Bills may be paid at the following locations: **PIKE TOWNSHIP MUNICIPAL AUTHORITY OFFICE** located at the Authority Water Treatment Plant, Curwensville, Pennsylvania 16833; mailing to the Authority at P.O. Box 27, Curwensville, Pennsylvania 16833; or other means authorized by the Authority.

AMENDMENT 12/11/2023: Effective January 1, 2024, the Authority shall no longer accept cash payments. The Authority will accept payment via money order, personal check, or online at www.pikewater.org.

ACCURACY OF BILLS

Any Customer or consumer upon receipt of bill having reason to doubt its accuracy, shall bring or mail the bill within ten (10) days of receipt to the Authority for investigation.

F. FAILURE TO RECEIVE BILL

Failure to receive a bill shall not exempt any Customer or consumer from the accruing of a penalty. The presentation of a bill to a Customer is only a matter of accommodation and not a waiver of this rule.

G. WATER BILL ADJUSTMENTS

In order to encourage homeowners to maintain their in-house plumbing and to offer financial incentives to do so, the Authority will make a one (1) time adjustment in the bills of Customers who have exceptionally high use in a single quarter attributable to leaks or other unknown causes.

Only a single adjustment can be made once every three (3) years, therefore, encouraging Customers to take immediate action to correct problem areas. In order to qualify for the adjustment the following criteria must be met:

1. The Customer must seek the help of the Authority in determining the source of the problem.
2. The consumption on the quarterly bill for which relief is sought must be equal to or greater than the combined consumption of the previous four (4) quarters.

Under the circumstances noted above, bills will be adjusted downward to a consumption level equal to the previous two (2) high quarters of the prior twelve (12) billing cycles.

7. TERMINATION OF WATER SERVICE

A. GENERAL CONDITIONS

Service under an application may be discontinued for any of the following reasons:

1. Non-Payment of water bills.

2. Misrepresentation in application, as to property or fixtures to be supplied, or the use to be made of the water supply.
3. The use of service for or in connection with of for the benefit of any other premises or purposes other than those described in the application
4. Waster or water through improper, defective, or imperfect pipes, fixtures, or otherwise.
5. Failure to maintain in good order connections, service lines, or fixtures beyond the curb, and owned by the applicant.
6. Molesting, tampering, or in any other way interfering with any service pipe, meter, meter box, curb stop or with any other seal or any other meter or other fixtures or appurtenances of the Authority.
7. Violation of any Rule or Regulation of the Authority.
8. Vacancy of the premises.
9. Failure to make payments of any charges against the property.
10. Refusal of any access to property for the purpose of inspection or for reading, caring for, or removing meters.
11. For any cross connection which would introduce water or any liquid other than that of the Authority's into the water line of the Authority.
12. The Authority shall have the right to cut off the water without notice in case of breakdowns or for other unavoidable causes, or for the purpose of making necessary repairs, connections, etc. Reasonable notice will be given when practicable. In no case shall the Authority be liable for any damage, or for inconvenience suffered.
13. For refusal to conserve water during periods of restricted supply.
14. For failure to pay water bills or charges at a prior location.
15. Fraud or Abuse.

B. CUSTOMER REQUESTED TERMINATION OF SERVICE

Any request for termination for any duration is considered to be a termination of service. Depending upon the motivation of the Customer, the meter may be removed; although the water will be turned off at the curb stop as applicable. Locking devices may be installed by the Authority. The charge to terminate and/or reinstate the service is specified in the Authority Rate Schedule; with one (1) such charge for each such service.

No charge will be made for one (1) temporary shut off per year for Customer water system maintenance. After one complimentary shut-off, the Authority may, at its discretion, charge a reasonable service fee for temporary shut-off requests.

C. RESERVED TAPS/ACTIVATION/TERMINATION

Currently, the Authority does not permit Customers or Consumers to reserve taps. Additionally, the Authority is unaware of any existing reserved taps.

8. METERS

A. SIZE OF METERS

1. The Authority shall determine the size of the meter installation. In no case shall the meter be less than one commercial size below that of the service line without permission of the Authority.
2. A 5/8 – 3/4” meter shall be the smallest size to be installed for domestic use and shall be adequate for only one consumer or occupancy.
3. Where 2 to 5 consumers receive water through a 5/8 – 3/4” single meter, the meter size must be at least 5/8 – 3/4”; and where 6 or more customers are serviced by a single meter, a 1” meter or larger meter is required.

B. OWNERSHIP OF METERS

The Authority will furnish and set meters in accordance with Section 8(A) of these regulations. The meter and connections shall remain the property of the Authority and access to same for reading of the meter, inspection, and testing, repairs, etc., must be permitted at all reasonable times by the Customer or consumer.

C. LOCATION OF METERS

The Authority will determine the location for all meters. If the Authority determines that the meter is to be placed within the building, the Customer will provide free of charge and expense to the Authority, a readily accessible place in the cellar or basement near the entrance of service pipes, with a valve on both sides of the meter with a back-flow prevention device. Customer(s) shall be responsible for the cost of relocation of all meters made at his/her request or for customer(s) convenience.

D. PROTECTION OF METERS

The Customer or Consumer must, at all times, properly protect the meter from injury by frost or hot water or any other causes and will be held responsible for repairs to the meter, made necessary due to their negligence. Damage due to freezing, hot water, or external causes will be paid for by the Customer or consumer. In no case under no circumstances shall any Customer or consumer, or other person interfere with the meter or dials thereof.

E. METER TESTING

At the written request of an owner or consumer, the Authority will make a test on the accuracy of the meter supplying the premises, and if desired, in his presence or that of his authorized representative. A deposit of twenty-five dollars (\$25.00) for 5/8" to 1" meters. Fifty dollars (\$50.00) for 1 1/2" to 2" meters. One hundred Ninety dollars (\$190.00) for 3" meters. Two hundred fifty dollars (\$250.00) for 4" or larger will be required before the meter is tested, which sum will be returned if the meter is found to be registering more than four percent (4%) against the consumer, on a flow equal to 1/8 of the diameter of the service. Otherwise, the deposit will be retained by the Authority to cover the cost of the test. The fees in this section may be modified from time to time by Resolution of the Authority.

F. METER REMOVAL

Removal of a meter at Customers request is subject to the charge for resetting as specified in the Authority Rate Schedule.

G. REMOTE METERS

At the request of the Authority, all meters shall be remoted or converted to AMR in order to facilitate meter readings by the Authority without the necessity for entering the building. The authority shall furnish and install the equipment necessary to remote all meters. The remoting equipment shall remain the property of the Authority. Customer and consumer shall permit the Authority representatives reasonable access to its premises for the purpose of installing and maintaining the said remoting equipment and for reading of the remoted meter. Customer and consumer shall, at all times, properly protect the remoted meter installation from injury.

In all instances where Customer or consumer has unreasonably prevented the Authority from installing, maintaining, or reading its remote meters, water service will be disconnected thirty (30) days after request for access to property has not been permitted or has been made impossible by the customer or consumer.

H. NOTIFICATION RELATIVE TO CONDITION OF METER

The customer shall notify the Authority of damage to or the malfunction of the meter, or of the breaking of such seal or seal wire, as soon as he/she is aware of such condition.

9. WATER SERVICE

In order for the Authority to provide water service, the Authority water mains must be in place along the frontage upon public or private roads at the premises to be serviced and a service line from the Authority's water main to the curb must be installed. If the Authority water mains do not extend to the property to be serviced, a water main extension will be required before water service will be provided.

All water line installations shall be constructed in accordance with the Standard Set of Specifications of the Authority, which are incorporated herein by reference. Copies are available for review at the Authority's office or may be purchased at a cost specified in the Authority Rate Schedule.

A. MAIN EXTENSIONS

The Authority may, from time to time, on its own initiative and discretion, extend Authority water mains and pay the full cost thereof from available Authority funds, grants, loans, etc. These Authority-generated extensions are reserved for Authority planning and action and will not generally be initiated to fulfill the needs of any particular potential Customer.

Otherwise, Authority water mains may not be extended without the approval of the Authority. Party/parties who requires an extension of the Authority mains in order to receive water service shall file an application to extend water mains with the Authority. Upon receipt of the application, the project drawings and the non-refundable review fee, if any, the Authority will determine if it is willing to contribute to construction of the extension in any way and whether such an extension is technically feasible.

The applicant and the Authority shall determine a preliminary budget based upon a preliminary review by the Authority and after consideration as to any contribution by the Authority. Should the applicant wish to continue, the Authority will prepare a water main extension agreement and any related documents. Applicant shall return the fully executed water main extension agreement and related documents, including but not limited to escrow, fees, and any necessary deeds of easement, to the Authority's solicitor not more than one hundred twenty (120) days following mailing of same to applicant otherwise, the application shall be null and void. In the event the Authority's solicitor requires any information from the applicant in order to prepare a water extension agreement or deed of easement, applicant shall submit same to the Authority's solicitor within twenty (20) days of the solicitor's letter of request otherwise the application shall be null and void.

1. **PROJECT REVIEW** – Any application to extend the Authority water mains to service two (2) or more residential units or one (1) or more commercial or industrial units will be subject to preliminary project review by the Authority. The applicant shall submit, in addition to the usual application to extend water mains, plot plans and a non-refundable project review fee. The fee schedule is as follows: The project review fee covers legal, engineering, and other expenses incurred by the Authority in connection with its review of the proposed plan. Under no circumstances will any portion of the project review fee be refunded to an applicant.
2. **WATER MAIN EXTENSION AGREEMENTS**- No extension of the Authority water mains by individuals or entities other than the Authority will be permitted until the applicant has received the approval of the Authority and has entered into a written water main extension agreement with the Authority. The agreement shall provide, inter alia, that the costs of the water main extension to the applicant's property on or along public or private roads and any additional extension required to connect with the Authority's water mains, shall be borne by applicant. The agreement shall further provide for the applicant to secure, in a manner acceptable to the Authority, the full estimated costs of the installation of the necessary lines and appurtenances, including but not limited to costs for materials, labor, installation, inspection, inspection and testing, supervision, and legal and engineering expenses. The agreement shall specifically state the number of premises to be serviced by the extension.

Under no circumstances shall additional premises be serviced in the absence of approval by the Authority, which approval shall be conditioned upon compliance with the then existing Authority Rules and Regulations. In addition, at the time of signing the agreement, applicant shall pay to the Authority an administration fee as specified in the Authority Rate Schedule. Tapping fees as provided in these Rules and Regulations and the Authority Rate Schedule shall also be paid at the time of the signing of the agreement. In addition, at the time of signing the agreement, applicant shall deposit a security deposit for the sum as specified in the agreement with the Authority to be held by the Authority for payment of charges for repairs to the water main extension and service lines. The Authority shall hold the security deposit on account for one (1) year from the date the mains are dedicated to the Authority. At the expiration of one (1) year, the Authority shall return to applicant all funds which remain in the security deposit account, along with an itemized statement of the repair charges which have been satisfied therefrom.

3. **OWNERSHIP OF WATER MAIN EXTENSIONS-** All easements shall be dedicated to the Authority prior to the construction of any water main extensions. Upon completion of the water main extensions, all mains and appurtenances shall be dedicated to the Authority.
4. **SIZE OF LINE-** The size of pipe to be used in main extensions shall, unless the Authority provides otherwise, be a minimum of eight inches (8") for single family residential and twelve inches (12") for high density residential, commercial, and industrial.
5. **PAYMENT FOR FILLING AND FLUSHING WATER LINES-** Each developer will be charged a flat fee for the water used in filling and flushing new water lines. This fee is part of the ten percent (10%) engineering and overhead estimate that appears in each extension agreement and will be billed as specified in the Authority Rate Schedule.
6. **EASEMENTS.** Easements shall be recorded in the name of the Authority for all sewers to be constructed outside of dedicated street right-of-ways.

B. SERVICE CONNECTIONS

A service connection is the installation of a connection of a private service line to the Authority's existing water main at or near the curb. In all instances, this connection is made only by the Authority. All costs associated with the installation of these facilities are currently included in the fee paid by the Customer or consumer to connect to the Authority water system. Each premises must have its own service from the main to the meter.

1. **APPLICATION FOR SERVICE CONNECTION**- In order to connect to the Authority water system, it shall be necessary to file an application for service connection at least one (1) week prior to the service being required. The application, which must be accompanied by the appropriate fee as provided hereinafter, must be in writing and signed by the owner of the premises or his duly authorized agent. The application shall set forth the applicants name, the location of the premises to be serviced, and purpose for which the service is to be used. An executed Water Users Agreement shall accompany all such applications. The application, together with the Rules and Regulations and the Authority Rate Schedule, shall regulate and control the service of water to the said premises.

C. CUSTOMER FACILITIES (CURB STOP TO PREMISES)

Customer facilities are facilities serving Customer or consumer premises which are located from the curb stop to the dwelling or building being serviced, and all appurtenances thereto and the water lines beyond the curb. However, all meters shall be installed, owned, and maintained by the Authority. All leaks between the curb box and the meter and beyond shall be repaired by Customer upon discovery.

The location of the service line will be designated by the Authority and no service line shall occupy the same trench with any facility of a public service company, or be within four (4) feet of any open excavation or vault, unless such installation plan shall have been previously authorized and approved by the Authority as evidenced by its written permission.

No service connection will be installed during the period that street openings are prohibited by municipal regulations, nor at any time when, in the Authority's judgment, working conditions are unfavorable for installation by reason of weather, temperature, conditions of the soil or otherwise.

When the consumer desires a change in location or size of an existing service line, the entire cost of the change shall be borne by the consumer.

1. **CUSTOMER FACILITIES FEE**- A Customer facilities fee covering the cost of inspection, meter, and remote shall be paid to the Authority when application for service connection is made. The remaining Customer facilities are the responsibility of the Customer.
 - a) The fee payable by Customer to the Authority for Customer facilities installed by the Authority is as specified in the Authority Rate Schedule.
 - b) If the actual cost of the Customer facilities installed by the Authority exceeds the amount deposited by Customer, Customer will be billed by the Authority for the excess amount, which amount shall be paid to the Authority within thirty (30) days of the bill.

- c) Where meter pits are required, an additional Customer facilities fee as specified in Section 9D (2) below will be required.

D. WATER LINES FROM CURB TO PREMISES

1. Water lines beyond the curb stop shall be installed and maintained by and at the expense of the Customer. All leaks on Customers side of the curb box and meter must be repaired by the property owner within five (5) days of discovery. The portion of the water line installed by the Customer shall not be less than three feet and six inches (3'6") below the surface and shall not be covered until the tap on the main is made, and water tested. If any defects in workmanship or materials are found, the service will not be turned on until such defects are remedied. All plumbing connections shall be able to stand a pressure of at least one hundred fifty pounds (150 lbs.) per square inch. The Authority will only approve of the following type of water lines: 200 psi SDR #9 copper sized polyethylene plastic tubing. Water lines which pass over property owned by persons other than the owner of the premises to be supplied shall not be installed unless the owner of the premises supplied assumes all liability and furnishes a right of way agreement in form satisfactory to the Authority.

The water line from the curb stop to the premises shall be kept in good condition by the Customer under penalty of discontinuance of service by the Authority. The Authority reserves the right to inspect the plumbing on any premises, and if it shall be found not in conformity with the Authority Rules and Regulations, the Authority reserves the right to refuse to furnish water until the objectionable or improper work is corrected.

2. METER PITS

The Authority may require that meter pits be installed in some applications for water service. At a minimum, meter pits will be required if the service line length will equal or exceed 150 feet.

- a) **METER PITS AND CHARGES-** All meter pits and appurtenances shall be owned and maintained by Customers; but installed by the Authority. Meter pits shall be located within an easement area dedicated to the Authority by deed of easement providing for the Authority access to the meter pit as necessary for installation, inspection, maintenance, repair, and replacement. All meter pits shall contain a backflow device. The installation charge for new residential meter pits shall be as specified in the Authority Rate Schedule plus a quarterly maintenance charge which amount shall be paid when application for service connection is made.

The installation and maintenance charge for nonresidential meter pits shall be determined when application for service is made and shall be paid in accordance with the terms of an agreement to be entered into between Customer and Authority.

- b) **METER PITS OWNED BY CUSTOMERS**- Meter pits and all appurtenances shall be maintained in good condition and repair by Customer and shall be accessible to the Authority for inspection at all reasonable times. All meter pits shall contain a backflow device which shall be tested annually with the results reported to the Authority. All necessary repairs to the meter pit shall be made by the Customer, at its sole expense, within three (3) months of written notice that repairs are required. In the event the Customer fails to make the required repairs within the prescribed period, the Authority may, at its option, terminate water service to the Customer's premises or assume ownership of and maintenance responsibility for existing meter pits subject to the Customer's execution of an agreement providing for the following:

- 1) Dedication to the Authority of an easement providing for the Authority access to the meter pit as necessary for inspection, maintenance, repair, and replacement of the meter and all appurtenances.
- 2) Reimbursement to the Authority for costs of meter pit renovation and/or replacement and meter pit maintenance.

3. BOILERS/HEATING SYSTEMS

Consumers using the water supply for steam boilers or any facilities and depending upon the hydraulic or hydrostatic pressure in the pipe system of the Authority for supplying such boilers or facilities will do so at their own risk, and the Authority will not be responsible for any accidents or damage resulting therefrom. The Authority, upon request, will recommend upper pressure limits to be set on any boiler "pop-off" or "relief" valve for the convenience of the consumer, but in no way will guarantee the results therefrom.

E. APPLICATION FOR WATER SERVICE

Any property owner desiring a supply of water from an existing service connection must make a written application on the form furnished by the Authority at least one (1) week before service is desired. The application must be approved by the Authority, or its duly authorized agent, before the water will be turned on.

In accordance with Municipal Claims Act of 4/17/29 P.L. 527 as amended 12/8/59 P.L. 1726 (53 P.S. 7251), the property owner must act as guarantor for the payments of all bills as rendered. If a tenant neglects to make such payments, it will be the responsibility of the property owner to make such payments.

APPLICATION FOR A SUPPLY OF WATER MAY BE RECEIVED FROM A TENANT, UNDER THE CONDITION THAT THE OWNER ACT AS GUARANTOR FOR THE PAYMENT OF BILLS RENDERED. IF THE TENANT NEGLECTS TO MAKE SUCH PAYMENTS WITHIN THE TIME SPECIFIED, IT WILL BE THE RESPONSIBILITY OF THE OWNER TO MAKE SUCH PAYMENTS.

A new application must be made and approved by the Authority upon any change in ownership of property, or in tenancy where the tenant is the consumer, and the Authority shall have the right upon five days notice to discontinue the water supply until such new application has been made and approved. The Authority may at its option waive a written application when a consumer requests a change in existing service from one address to another.

New services provided by the Authority may be required to use water saving devices. The following listing contains values recommended by the Department of Environmental Protection:

<u>DEVICE</u>	<u>AVERAGE</u>	<u>MAXIMUM</u>
Tank Type Closets	3.5/flush	4.0/flush
Toilet- Pressure Flush	3.0/flush	3.5/flush
Urinal- Pressure Flush	1.0/flush	1.5/flush
Shower heads		2.75 gal/min.
Faucets- Kitchen		2.75 gal/min.

F. MISCELLANEOUS RULES

1. CONNECTION OR OUTLETS BETWEEN MAIN AND METERS- No connections or outlets will be permitted on the service pipe or pipes supplying any premises between the street main and the meter. All water used must pass through the meter.
2. OPENING AND CLOSING VALVES AND STOP COCKS- The Authority must specifically authorize any person to open the stop cocks or valves in any public or private line. No other person shall open or close them at any time without Authority consent.
3. TWO OR MORE CUSTOMERS ON SAME LINE- Under circumstances where two (2) or more customers are supplied with water from the same service connection in a manner previously, but **no longer permitted by the Authority**, the Authority will at the expense of the property owners, replace such service connection by a separate service connection, with curb stop and curb box for each supply whenever such service connection shall, for the purpose of repairs, require the main stop to be closed; and may require the Customer or consumer at their expense to replace the same with a separate service connection.

4. VIOLATION OF RULES WHERE TWO OR MORE CUSTOMERS ARE ON THE SAME SERVICE- Where two (2) or more customers are on the same single service, any violation of the Rules of the Authority by either or any of said customers, shall be deemed a violation as to all, and the Authority may take such action as could be taken against a single customer, except that such action shall not taken until the innocent customer who is not in violation of the Authority's Rules has been given reasonable opportunity to attach his pipes to a separately controlled service connection.
5. PRESSURE REDUCING VALVES- On all new service connections of residential service lines, the customer shall install, where determined necessary, by the Authority, a pressure reducing valve. On all new service connections of commercial and industrial service lines, the customer shall install a pressure reducing valve where the pressure in the main exceeds sixty (60) pounds per square inch. Maintenance of the above valves is the responsibility of the owner.
6. BOOSTER PUMPS- Where the pressure in a service line inside the basement wall is less than 25 pounds per square inch the Authority will be under no obligation to provide "booster pumps" to increase the pressure in the applicant's premises.
7. WRITTEN PERMIT FOR CUSTOMERS OR CONSUMERS WHO SUPPLY OTHER PERSONS OR FAMILIES- No owner, or tenant of any premises supplied with water by the Authority will be allowed to supply other persons, families, or other premises, except by written permission from the Authority. Customers or consumers who violate this Rule shall have their service discontinued after a notice of one (1) day, and it may remain so until the Authority is satisfied that the Rules and Regulations will be observed.

10. TAPPING FEES

Tapping fees calculated in accordance with the Authority Rate Schedule are payable for any connections to the Authority's water system. However, the Authority reserves the right to implement tapping fees which include the following:

1. The **capacity part** of the tapping fee is the nature of an availability charge on entrance fee and is used to defray, in part, the cost of providing capacity related facilities including supply, treatment, booster pumping and distribution storage facilities, development of additional supply, transfer station capacity, and studies related thereto.

2. The **distribution part** of the tapping fee is to provide for reimbursement to the Authority for the cost of mains installed at the Authority's expense to serve the subject property and secondarily to provide funds for the planned replacement of distribution mains. In cases where the customer finances on-site water main extensions to service its property, the distribution part of the tapping fee shall be waived. In cases where the customer finances off-site water main extensions, the Authority will provide for reimbursement to said customer of the distribution part of the tapping fees paid by each new customer that makes a service connection from the off-site extension financed by the customer within ten (10) years of the dedication to the Authority of the off-site extension.
3. The **special purpose part** of the tapping fee is used to defray, in part, the cost of providing facilities that service a limited and defined group of the Authority's customer population.

Tapping fees are payable at the time application is made for a service connection or at the time a main extension agreement is signed if the customer wishes to reserve system capacity prior to installation of the service connection.

11. CROSS CONNECTION AND BACKFLOW

A. CROSS CONNECTIONS

No connection shall be made between pipes or containers carrying water from any other source with lines carrying water supplied by the Authority.

B. BACKFLOW

All commercial and industrial services shall contain backflow prevention devices as follows:

1. When contamination would be objectionable, but not hazardous to health a double check valve assembly is required conforming with A.W.W.A. Specifications Code C506.
2. Where contamination could be hazardous to public health a reduced pressure backflow preventer is required conforming with A.W.W.A. Specifications Code C506.
3. Where backflow devices are required under this regulation it shall be the responsibility of the customer to purchase, install, and maintain the device. The Authority reserves the right to inspect the installation during reasonable hours.

If the device is found to be malfunctioning, the customer shall be notified by the Authority and shall have fifteen (15) days in which to make repairs and furnish a certificate to the Authority stating that the repairs are made and the device has been tested and approved operational.

12. GENERAL RULES

A. CUSTOMER DEPOSITS

1. Deposits may be required from customers or consumers in an amount equal to the estimated gross bill for any period of three (3) months with a minimum as set forth in the Authority Rate Schedule.
2. Deposits shall not bear interest.
3. Deposits are required to assure the Authority of payment for water services. Accordingly, the deposit will be utilized for crediting purposes against the final water bill. However, ten (\$10) Dollars of the original deposit may be retained by the Authority for service charges.
4. Any Customer or consumer having a deposit shall pay bills for water service as rendered in accordance with the Rules and Regulations of the Authority and the deposit shall not be considered as payment on account of a bill during the time a Customer or consumer is receiving water service.
5. As noted above, deposits are utilized as credits against the final water bill. To the extent that there is any excess in the deposit subsequent to payment of the final water bill and the service charges of the Authority, the Authority will return the balance of the deposit to the Customer. However, the difference of any final bill amount which exceeds the Customer's deposit remains the Customer's responsibility; but also becomes the responsibility of the Landlord or property owner. Failure on the part of Landlord or property owner to pay past due amounts will result in refusal of future service at any other properties owned or to be owned by that Landlord or property owner.
6. Refunds of deposits or parts thereof will be made only to the Customer or consumer that originally made that deposit. Any claim to the Authority for a refund is limited to a maximum of three years from the time of request.
7. Deposits shall not be transferable or assignable.

B. LEAKS AND DEFECTIVE PLUMBING

1. The Authority shall not be liable for any damage resulting from leaks, broken pipes, or any other cause occurring to or within any house or building and it is expressly agreed that no claim shall be made against the Authority for damage caused by the bursting or breaking of any main or service pipe or of any attachment hereto.
2. All water passing through a meter shall be charged for at the regular rate, and no allowance will be made for excessive consumption, due to leaks or waste except as provided for in these Rules and Regulations.

C. SUPPLY OF WATER

1. All contracts for water, except those with other water utilities, shall continue in force from month to month, but either party can cancel any such contract by giving ten (10) days written notice that the contract shall terminate at a certain future time. For service beginning during a quarterly period the minimum charge shall be prorated to the regular time of reading of the meter, except that no such bill shall be rendered for less than One (\$1.00) Dollar.
2. The Authority shall have the right to cut off water without notice, in case of breakdowns or for other unavoidable causes, or for the purposes of making necessary repairs, connections, etc. Reasonable notice will be given when practicable. In no case shall the Authority be liable for any damage or inconvenience suffered.
3. The Authority shall not be liable for a deficiency or failure in the supply when occasioned by shutting off water to make repairs or connections or failure for any cause beyond control.
4. The Authority reserves the right to restrict the supply of water in case of scarcity, or whenever the public welfare may require it.
5. The Authority shall not be liable for any claim or damage arising from a shortage of water, the breaking of machinery or facilities, or any cause beyond its control.

D. VACATING THE PREMISES

1. When the premises is vacated, the Customer or consumer must give notice at the Office of the Authority so that the water may be turned off, and the customer will be responsible for all charges for water service until such notice is given.

2. A new application must be made on any change in occupancy of property, as described in any application, and the Authority may discontinue the supply of water until such new applicants have been made and approved.
3. Applications may be canceled by the Authority for proper cause upon giving five (5) days notice of the cancellation.
4. When the premises are temporarily vacated and the water shut off for the period of the vacancy at the Customer or consumer's request, a charge, as specified in the Authority Rate Schedule, shall be made for turning the water back on.

E. CHANGING OF RULES AND REGULATIONS

The Authority reserves the right to change or amend, from time to time, these Rules and Regulations for the use of water.

13. WILLINGNESS TO SERVE

The Authority will upon request issue a statement indicating the Authority is or is not willing to serve a new site with water, subject to the customer entering into an agreement with the Authority for installation of water mains and appurtenant facilities as well as all fees and costs set forth in the Rules and Regulations of the Authority. Said agreement is to be continued as a preliminary indication of the Authority's willingness to serve and shall not be binding on the Authority until said agreements have been entered into, as set forth above.

14. GENERAL PROVISIONS

A. PENALTIES FOR VIOLATIONS

Any person found to be in violation of any provision of these rules and regulations and who refuses, neglects, or fails to comply with any notice given to such person by the Authority, shall, upon conviction thereof before the district magistrate, be subject to a penalty of no less than \$50.00 nor more than \$300.00 with costs, and upon default of payment of the penalty and costs, undergo imprisonment for a period not exceeding 90 days. Each day in which a violation continues shall be deemed a separate offense.

B. INSPECTION RIGHTS

For the purpose of enforcing the provisions of these Rules and Regulations of the Authority with respect to the operation of the Water System and for the purpose of advancing and protecting the public health, the Authority reserves the right to come upon or enter the premises of any person, firm, or corporation connected to the water system for the purpose of inspecting the water facilities located thereon and for the purpose of determining compliance with the requirements of the Authority.

In the event that the Authority's duly authorized representative(s) are denied access to any customer's premises for these purposes, the Authority reserves the right to discontinue water service to such premises until inspection is permitted and compliance with the requirements of the Authority has been determined.

For new installations and repair/replacement of existing building water service lines, the Authority must inspect the installation prior to burial.

C. SEVERABILITY

The invalidity of any section, clause, sentence, or provision of these Rules and Regulations Governing Water and Wastewater Service shall not affect the validity of any other part of them that can be given effect without such invalid part or parts. If any one or more provisions of this set of rules and regulations shall for any reasons be held to be illegal or invalid or otherwise contrary to law, then such provisions shall be null and void and shall be deemed separable from the remaining provisions hereof, but shall in no way otherwise affect the validity of these rules and regulations.

D. CONFLICT

All resolutions or parts of resolutions that are in conflict with any section of these Rules and Regulations shall be deemed to be repealed and are hereby replaced insofar as they affect these rules and regulations.