

**Municipal Authority of the Borough of Milford
Rules and Regulations Governing Water Service**

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Definitions and Abbreviations

Article 1. Definitions

Section 1.1 General Terms

AUTHORITY: The word “Authority”, whenever the same appears herein, means the Municipal Authority of Milford Borough, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania.

AUTHORITY’S SERVICE AREA: The geographic area served directly or indirectly by the Municipal Authority of Milford Borough.

BOARD: The elected and appointed members of the Board of the Municipal Authority of Milford Borough, as now or hereafter constituted, and its duly authorized agents or representatives.

CUSTOMER: The word “Customer”, as used herein, means the owner or tenant contracting for or using water and/or wastewater service on a single premise; and the word “Customers” means all so contracting for and using service.

DATE OF PRESENTATION: The date upon which a bill or notice is mailed. **MAY:** Any directive following this term is permissive.

OWNER: The word “Owner”, whenever the same appears herein, means the person, firm, corporation, association, or governmental agency having an interest as owner, or a person, firm, corporation, association, or governmental agency representing itself to be the owner, whether legal or equitable, sole or only partial, in any premises that is or is about to be supplied with water or wastewater service by the Authority; and the word “Owners” means all so interested.

PERSON: Natural persons, partnerships, associations, and corporations, public or private.

RATE SCHEDULE: The entire body of effective rates, rentals, charges, and regulations, as published by the Authority, which are made a part of these Rules and Regulations Governing Water and future Wastewater Service. The Authority has established two separate Rate Schedule documents on the basis of service type (Water Service Rate & Fee Schedule and future Wastewater Service Rate & Fee Schedule).

SHALL: Any directive following this term is mandatory.

TENANT: The word “Tenant”, whenever the same appears herein, is anyone other than the owner occupying the premises and obtaining water from the mains of the Authority.

Section 1.2 Water Service Terms

CUSTOMER SERVICE LINE: The pipe, valves, and other facilities by means of which water is conducted from the curb stop to the premises, and specifically includes the service line extending from a point of connection to the curb stop to a point inside the walls of the premises or meter box, where approved, a stop cock or compression valve and backflow preventer on the line at this point, connections for the inlet and outlet sides of the meter, a stop and waste cock on the outlet side of the meter and such other facilities. See MWA specifications.

MAINS: Distribution and transmission pipelines which are located in streets, highways, public ways, or private rights-of-way, which are used to convey water to serve the general public.

MAIN EXTENSIONS: Extensions of distribution pipelines beyond existing facilities and exclusive of service connections.

PREMISES: The word “Premises”, as used herein, means the property or area, including improvements thereto, to which water service is or will be provided and, as used herein, shall be taken to designate:

- a. A building under one roof owned or leased by one customer and occupied as one residence or one place of business; or
- b. A group or combination of buildings owned by one customer, in one common enclosure, occupied by one family or one organization, corporation, or firm as a residence or place of business or for manufacturing or industrial purposes, or as a hospital, church, public or private school, or similar institution, except as otherwise noted here; or
- c. The one side of a double house having a solid vertical partition wall; or
- d. Each side of each part of a house or building occupied by one family, including a one person family, even though the closet and/or other fixtures be used in common; or
- e. Each apartment, office or suite of offices, and/or place of business located in a building or group of buildings, even though such buildings in a group are

interconnected by a tunnel or passageway, covered area way, or patio or by some similar means or structure; or

f. A public building devoted entirely to public use, such as a town house, schoolhouse, fire engine house; or

g. A single vacant lot or park or playground; or

h. Each house in a row of houses; or

i. Each dwelling unit in a row of house, a dwelling unit being defined as a building or a portion thereof with exclusive culinary facilities designed for occupancy and used by one person or one family (household); or

j. Each individual and separate place of business and/or occupancy located in one building or group of buildings commonly designed as shopping centers, supermarket areas and by such other terms; or

k. Each dwelling unit in a public housing development owned and operated by the United States of America, a municipal subdivision of the Commonwealth of Pennsylvania, or an agency or instrumentality of the United States or the Commonwealth of Pennsylvania, by a philanthropic foundation or organization or some similar body or organization; or operated under private ownership; or

l. Each mobile home, whether located on owned or leased land.

Each premises shall be served through a separate service connection, a separate service line, and through a separate meter. The charge for water services in existing cases where more than one premises is served through one meter will be billed to the owner only. Multiple minimums cannot be billed to tenants:

a. The owner shall notify the Authority promptly relative to any changes in the number of premises, the number at any time being subject to determination by the Authority. The potential number of premises in any building or group of buildings and the charges therefor are subject to determination subsequent to any alterations, additions, or changes in the building or group of buildings.

b. One bill will be issued to the owner of multiple dwellings served through a single 5/8" meter. This bill will consist of the minimum charge and allowance in gallons for a 5/8" meter as set forth in the Water Service Rate & Fee Schedule to apply to each unit plus charges for all water in excess of the allowances.

c. Should the owner of a non-residential property desire that the Authority conduct business directly with the tenant or each premises, he must first provide means of controlling the supply and housing of the meter or meters for each premises and/or provide means of billing and collecting the water charges therefor. The property owner shall be secondarily liable on all tenant billings

SERVICE – COMMERCIAL: Provision of water to premises where the customer is engaged in trade and/or commerce.

SERVICE – RESIDENTIAL: Provision of water for office or household residential purposes, including water for sprinkling lawns, gardens (not commercial type), and shrubbery, watering livestock, washing vehicles, and other similar and customary purposes. **SERVICE – INDUSTRIAL:** Provision of water to premises for use in manufacturing or processing activities.

SERVICE – METERED: Provision of water to premises in measured quantities.

SERVICES – MULTIPLE: Provision of water through one meter installation to more than one premises, billing therefor to be in accordance with the principle of Multiple Billing as outlined under Item 7 and Section XI, Item 81.

SERVICE – PRIVATE FIRE PROTECTION: Provision of water to premises exclusively for fire protection.

SERVICE – PUBLIC FIRE PROTECTION: The furnishing of service through public fire hydrants.

SERVICE – PUBLIC OR MUNICIPAL: Provision of water to a municipal subdivision of the Commonwealth of Pennsylvania or agency thereof or to other similar public bodies.

SERVICE – TEMPORARY: A service for circuses, bazaars, fairs, irrigation, construction trailers, and similar uses that because of their nature will not be used steadily or permanently.

SERVICE LINE CONNECTIONS (Authority Service Line): The pipe, valves, and other facilities by means of which the Authority conducts water from its distribution mains to the curb stop to be located at the curb line or property line of the premises, and specifically includes the corporation stop or other means of connection to the main, the service line connected to the corporation stop and extending to the point of connection to the curb stop, and curb stop, the service box, and such other facilities.

Article 2. Abbreviations

BOD – Biochemical Oxygen Demand

BMP – Best Management Practice

DEP – Department of Environmental Protection

EDU – Equivalent Dwelling Unit

EPA – Environmental Protection Agency

FOG – Fats, Oils, and Grease

FOG ERP – Fats, Oils, and Grease Enforcement Response Plan

gpd – gallons per day

IU – Industrial User

L – liter

mg – milligrams

mg/L – milligrams per liter

MGD – million gallons per day

NPDES – National Pollutant Discharge Elimination System

PVC – polyvinyl chloride

TSS – Total Suspended Solids

UPC – Uniform Plumbing Code

Article 3. Conditions of Service

Section 3.1 General

The Authority will furnish water and service only in accordance with the currently prevailing and as hereafter revised Rates, Rules and Regulations of the Authority, which Rates, Rules and Regulations are made a part of every application, contract, agreement, or license entered into between the property owner or customer and the Authority. These Rules and Regulations governing water service are applicable alike to all service districts of the Authority.

The Authority hereby reserves the right, so often as it may deem necessary, to alter, amend, and/or repeal the Rates and/or these Rules and Regulations, or any part, and in whole or in part to substitute new Rates, Rules and Regulations shall forthwith, without notice become and thereafter by a part of every such application, contract, agreement, or license for water service in effect at the time of such alteration, amendment and/or adoption.

Article 4. Application for Service and Contracts

Section 4.1 Application for Water Service

A written or electronic application, prepared on the form furnished by the Authority, must be submitted to the Authority for the purpose of requesting water service; said application to be signed by the owner of the premises or his duly authorized agent, except that such application may be signed by a non-residential tenant, but the landlord shall be secondarily liable on all tenant billings, and said application to be subject to the requirements relative to deposits and fees as hereinafter set forth; which application, together with the Rules and Regulations of the Authority, shall regulate and control the service of water to the premises; and said application to be submitted at least one week before service of water is required. Where more than one premises are served by a single meter, the landlord shall be the applicant for service. All new services must certify that no lead exists within the premises.

Section 4.2 Information on Applications

Each applicant for a water service connection and/or water service will be required to sign a form or forms, provided by the Authority, giving such data as may be required by the Authority.

Section 4.3 Approval of Applications

Applications are merely written requests for service line connections and/or water service, all applications being subject to approval of the Authority, being subject to payment of all required fees and compliance with all regulations relative thereto prior to commencement of the work or service requested therein.

Section 4.4 Application, A Contract

The application for water service shall be a binding contract on both the customer and the Authority upon approval by the Authority. Established rates for water service shall accrue from the date the water supply has been connected to the main and water is available to the premises, with respect to the work and responsibilities of the Authority.

Section 4.5 Contract with Delinquencies

No agreement will be entered into by the Authority with an applicant for water service, whether owner or non-residential tenant, until all arrears for water, rents, bills for meter repairs, or other charges due from applicant at any premises now or theretofore owned or occupied by him, shall have been paid or until satisfactory arrangements for payment of such unpaid bills shall have been made. Such payments shall include the minimum meter charge for each quarter the service was suspended, but said additional charge shall not exceed the minimum meter charge.

Section 4.6 Term of Contract

All contracts covering metered water supply service shall continue in force from month to month or quarter to quarter, subject to the billing period. Except in the case of delinquent accounts (Section 4.5) and those cases when notice is given by the customer of a desire to terminate the contract and water is turned off at the curb stop, no further charge for water service will be made from the date of such turn-off until service is again turned on. Community swimming pools requesting service shall be billed on a basis of the actual period for which service is required. Cancellation of service is governed by Section 8.1.1.

Section 4.7 Special Contract

The Authority may require, prior to approval of service, a special contract other than application for service under the following conditions:

- a. If required by provision of the Schedule of Rates, the duration of the Contract to be as specified in the schedule.
- b. If the construction of an extension and/or other facilities is necessary.
- c. For providing temporary service, including water service for building or other special purposes. Water for building purposes shall be used only from a connection approved by the Authority.
- d. For fire protection service.
- e. For connections with other qualified utilities or municipal subdivisions.
- f. For extensions from the water supply system, whether or not such facilities are to be conveyed to the Authority.

g. Where service is provided from a main which does not abut the frontage of the property to be served (landlocked).

h. If deemed necessary by the Authority.

Section 4.8 Governmental Regulations a Part of Contract

All contracts for water service shall be subject to the following provision:

The Contract shall at all times be subject to such changes or modifications as may be directed by action of the Legislature of the Commonwealth of Pennsylvania or other regulatory body.

Section 4.9 New Application Upon Change in Ownership or Tenancy or Conditions of Water Use

A new application must be submitted and approved by the Authority upon any change in ownership of the property when the owner is the customer, or in any tenancy where the tenant is the customer, or upon any change in the service as described in the application; and the Authority shall have the right, upon five (5) days' notice, to discontinue the water supply until such new application has been made and approved. Any change in residential tenancy after August 22, 2016, will require the new application to be submitted to the Authority with the owner as the customer. In the event of a divorce between two joint owners on an account, the Authority will not modify the account ownership at the request of an individual spouse. If contacted by an individual spouse as part of the divorce process, the Authority will place the account in the name of both spouses, as they are jointly liable until a copy of the divorce decree specifies otherwise. In connection with a change in service, any customer making any material change in the size, character, or extent of equipment or operations utilizing water service, or whose change in operations results in a substantial increase in the use of water, and shall immediately give the Authority written notice of the nature of the change and, if necessary, amend their application.

Section 4.10 Renewal of Service

Water service will be renewed under a proper application when the conditions under which such service was discontinued are corrected and upon the payment of all charges provided in the Schedule of Rates and Rules of the Authority due from the applicant.

Section 4.11 Condition of Plumbing System

The piping and fixtures on the property of the customer are assumed to be in satisfactory condition at the time service facilities (including meters) are connected and water furnished; and the Authority, therefore, will not be liable in any case for any accidents, breaks, or leakage that in any way are due to the connection with the supply of water, or failure to supply the same, or for the freezing of piping and fixtures of the customer, nor for any damage to the property which may result from the usage or non-usage of water supplied to the premises. If piping fixtures are

not suitable for a meter connection, the customer shall render them suitable. Failing to do so will result in suspension of service.

Article 5. Deposits

Section 5.1 General

The following general conditions shall apply to deposits in connection with applications for water service:

- a. Deposit may be required with all applications for service and will be required in all cases involving contract with non-residential tenants, provided that in no instance will deposits be required in excess of the estimated gross bill for any single billing period plus one (1) month, the maximum period not to exceed four (4) months with a minimum deposit as established by the Authority. Deposits shall be required from all applicants who are indebted to the Authority or who have impaired their credit with the Authority in any manner.
- b. The deposit will not bear interest.
- c. Any customer having a deposit will pay bills for water service as rendered in accordance with the Rules of the Authority, and the deposit shall not be considered as payment on account of a bill during the time the customer is receiving water service.
- d. If the customer desires to discontinue service the Authority will apply said deposit to the final bill once a notice to discontinue service has been received, said not to be rendered.
- e. If the customer is terminated for non-payment and service is thereby discontinued by the Authority, the Authority will apply said deposit to the delinquent balance. 11 Municipal Authority of Westmoreland County
- f. If water service is terminated for non-payment and is requested to be restored, a new deposit will be required prior to the continuation of service.

Article 6. Service Connections

Section 6.1 Service Line Connection Defined

The term "Service Line Connection" (Authority Service Line), as used herein and as previously defined, shall include all pipe, valves, and other facilities by means of which the Authority conducts water from its distribution system or main water line to the curb stop to be located at a point between the main water line and the curb or property line; said Service Line Connection generally to include the corporation stop and service line extending therefrom to a point of

connection to the curb stop, the curb stop, the curb box and such other facilities. Normally the service line connection must be installed from a main line located in the front of the premises. However, the Authority reserves the right to approve service line connections at locations other than in front of the premises when such is in the best interests of the Authority. All service line connections must be made to main lines which abut the property for which service is requested unless the customer enters into a special agreement as required by Section 4.7g.

Section 6.2 Customer Service Line Defined

The term "Customer Service Line", as used herein and as previously defined, shall include all pipe, valves, and other facilities by means of which water is conducted from the curb stop to a point on the outlet side of the meter to be located inside the walls of the building or meter pit. If approved, said customer service line generally to include the service line extending from a point of connection to the curb stop to a point inside the building wall or meter pit, a stop cock or compression valve and pressure regulator placed immediately ahead of the meter, connections for the inlet and outlet sides of the meter, a stop, waste cock, and backflow preventer on the outlet side of the meter and such other facilities.

Section 6.3 Installation Service Line Connection

The Authority will install and maintain at its own cost all service line connections, make all connections to the main lines, furnish, install and maintain all service lines from the mains to and including the curb stop and service box which will be placed inside the curb or property line, the said service line connection to be the property of the Authority and to main under its control. Only duly authorized employees or agents or contractors of the Authority will be permitted to install a service line connection from the mains of the Authority to the curb stop for service. The installation of all service line connections is subject to the submission of a written application to the Authority, as previously set forth, to such requests being reasonable, to approval thereof by the Authority, and to the payment of such charges for the service line connection installation and meter setting as are in effect at the time of the application, said charges to be payable in advance. Where the governmental unit charges a fee for issuing a permit or permits for street or road openings, or for any other reason in connection therewith, the total fee will be charged to the applicant in addition to the other charges. The Authority reserves the right to defer the installation of service connections during inclement weather until such times as, in the judgment of the Authority, conditions are suitable for an expeditious and economical installation. The Authority reserves the right to determine the size and the kind of service line connection. When meter boxes are located at the curb, the entire installation including box, cover, riser pipe, and other appurtenances, except the meter, shall be installed by and at the expense of the customer.

Section 6.4 Maintenance – Service Line Connection

All service line connections originally furnished by the Authority will be maintained by and at the cost of the Authority without expense to the customer for repairs, renewals, or replacements. When meter boxes are located at the curb, the riser pipes and connections therein will be installed by and at the expense of the customer, and no customer or workman shall alter, change, or in any way tamper with the meter box, meter, or piping and connections therein without

authorization from the Authority. Prior to laying of new concrete sidewalks, making changes in grade, or other changes in sidewalk construction, the customer shall notify the Authority, in order that the Authority may relocate the curb box at the proper grade. Meter box height shall be adjusted by the customer. If such notice is not given and the box or boxes are covered or concreted over, thereby necessitating additional expense to the Authority for finding and relocating the same, the customer shall be billed for such additional expense and the Authority will, under no circumstances, be responsible for damages to the sidewalk. In cases where services are frozen, the Authority will, at its own expense, thaw out the service connection to the curb stop. The thawing out of the service pipe from the curb stop to the premises shall be done by the customer at his own expense. To avoid a recurrence of freezing, the Authority will make an examination of customer's service pipe and if the same is not at a depth of four (4) feet as required, the Authority shall have the right to require it to be relocated before service is resumed.

Section 6.5 Installation – Customer Service Line

The customer service line, that is, the service line extending from the curb stop to the premises, and all required appurtenances, shall be installed by and at the expense of the customer. The installation shall be in accordance with the following requirements:

a. General – The installation shall include a connection of the service line to the curb stop, extension of the service line from the curb stop to a point within the building wall or facilities housing the meter, the installation of a wheel handle round way stop cock or compression valve, without waste, the same size as the service line, on the street side and immediately before the meter, and a stop, waste cock, and backflow preventer on the outlet side of the meter, all facilities inside the building to be located so as to be readily accessible, protected from freezing, and to provide proper drainage for the piping in the building, the installation to include also such facilities as are hereinafter set forth. The installation shall be made by skilled and qualified workmen. The Contractor for the customer shall notify the Authority when the customer service line will be installed in order to permit the Authority to schedule its work and install the service line connection. The customer service line shall be laid in a straight line between the curb stop and the premises unless otherwise approved in writing by the Authority.

b. Material – Accepted material is Copper K. After the meter pit, Copper L or plastic is permitted providing it is 160 pounds per square inch pressure tested and AWWA approved in accordance with the application in the Policy for Installation. The Authority exercises the right at any time to revise these requirements and to stipulate the size and weight per foot of pipe, kind and quality of all materials laid between the curb stop and the premises, which are to be furnished and installed by the Owner of the property. The service line shall not be less than 3/4-inch in size.

c. Installation and Testing Requirements – The customer service line must be laid in a straight line, at right angles to the street where possible, and at a depth to provide not less than four (4) feet cover, and as necessary to secure proper alignment and avoid obstacles. The bottom of the trench shall be excavated so as to confirm the curvature of the pipe and afford good bearing surface. Where rock is encountered, the excavation shall be carried

below the bottom of the pipe for the distance required and the excavation backfilled with earth or clay well tamped to the proper grade. No metal pipe shall be placed in contact with cinders or other corrosive material unless such installation is unavoidable, in which case, after securing approval of the Authority, to make the installation. No service pipe shall be laid in the same trench with a gas pipe, drain or sewer pipe, or any other facility of another public service company or within three (2) feet thereof, nor within three (2) feet of any open excavation or vault, nor pass through premises other than served by such consumer's service line unless approved by a special written agreement. The joints in all copper tubing and pipe laid underground shall be made with a mechanical coupling of a design and material satisfactory to the Authority, no soldered joint shall be used, and no joints shall be made within a distance of less than five (5) feet from the exterior wall of the premises. All pipe passing through foundation or bearing walls shall be provided with suitable wrought iron or plastic sleeves, and the angular space between the sleeve and pipe made watertight. The sleeves shall be the size specified by the Authority.

Section 6.6 Maintenance – Customer Service Line

All customer service lines, service lines, and fixtures installed by the customer shall be maintained by the customer in satisfactory condition; and all valves, meters, and appliances furnished and owned by the Authority and on the property of the customer shall be protected properly and cared for by said customer. When repairs, renewals, or replacements, or other necessary work, are required on the aforesaid facilities of the customer, the customer shall employ, without delay, competent tradesmen to do the work. All said work shall be done at the expense of the customer. All leaks in the service or any other pipe or fixture or in or upon the premises supplied must be repaired immediately by the owner or occupant of the premises, under penalty of discontinuance of service by the Authority. The Authority shall in no event be responsible for maintaining any portion of the service line or service line facilities owned by the customer, or for damage done by water escaping therefrom, or from lines or fixtures on customer's property; and the customer shall at all times comply with municipal regulations with reference thereto and make changes therein required on account of change of grade, relocation of mains, or otherwise.

Section 6.7 Length of Service Line

The Authority will exercise the right, in cases where the length of the customer service line exceeds 100 feet and in all cases where deemed advisable, to require the customer to furnish, at his expense, an approved meter pit provided with a suitable cover and constructed in accordance with a plan furnished by the Authority, said meter pit to be constructed at the property or curb line and to be used for the housing of the meter required for the service of the premises. See Policy for Installation.

Section 6.8 Penalty for Placing Obstruction Over, In or Around Curb Boxes

If obstructions are placed over, in or around curb boxes in such manner as to prevent normal operation of the curb stop or to result in damage to the curb box, curb stop, or service line, the Authority will shut the water off at the curb stop and plug the curb box or disconnect the service

line, or turn the water off at the corporate stop or ferrule, as it may deem necessary. Before service will be renewed, the customer shall pay to the Authority the expenses incurred in shutting the water off and in turning it on again, including the cost of necessary trenching and backfilling, or cutting and replacing pavement, sidewalk, or curbing, or any municipal permit or permits for opening the pavement, and also shall settle any unpaid bill for water or other service, such as towing expenses, and make satisfactorily deposit to ensure the payment of future water bills; the minimum charge to be as is currently in effect.

Section 6.9 One Service Connection for Each Customer

A service line will be used to supply a single customer only, and no premises shall have more than one service connection except where impossible or impracticable to furnish an adequate water supply service thereto through one service connection; in which event, the Authority may agree to the installation and use of more than one such connection.

Section 6.10 Single Service Line with Two or More Customers

Where two or more customers are supplied through a single service line, any violation of the Rules of the Authority by either or any of said customers shall be deemed to be a violation as to all; and unless said violation is corrected after reasonable notice, the Authority may take such action as can be taken for a single customer, except that such action shall not be taken until the innocent customer who has not violated the Authority's Rules has been given a responsible opportunity to attach his service pipe to a separately controlled service connection.

- a. General – when a single service line exists, with two or more customers servicing two separate meters, the Authority may install two separate curb stops to replace an existing single curb stop at the request of the customer. The customer, at their expense, must run a new service line to the existing curb stop in compliance with specifications set forth by the Authority.
- b. Property Sales – when one or more properties metered by the Authority, but serviced through a single service line and curb stop are being sold, the service line to the property must be made compliant with the Authority's policies and procedures.
- c. New Installation – The Authority will permit two curb stops be installed on a single service line if the new service line is one inch in diameter and servicing a duplex property. The customer must pay the appropriate fee and run two separate service lines.
- d. Multi-Unit Properties – The Authority will not permit the installation of multiple curb stops at properties with multiple minimums served through a single meter. If the owner requests separate accounts, the owner must pay the appropriate tapping fee for installation of a new and separate tap, and the owner must install a separate service line at their expense.

Section 6.11 Other Customer Service Line Requirements

The Authority reserves the right to require any owner to install on or in conjunction with his service line, such valves, stop cocks, check valves, relief valves, pressure regulator, air chamber, tank, float valve, backflow preventer, or other apparatus of approved design, when and where, in its opinion, the conditions may require it for the safeguarding and protection of the Authority's property or the water supply. Should the use of water through a service line connection become excessive during period of peak use and cause a substantial decrease in pressure in the distribution system of the Authority to the extent that normal water service to other customers is impaired, the Authority exercises the right to require the installation of properly designed and adequate storage and other required facilities on the system of the premises involved. The said facilities include all piping, valves, fittings, storage structures, pumps, automatic controls, and such other appurtenances as are required to permit the storage of water and delivery therefrom during periods of peak water use on the premises, and thereby avoid a direct use from the system of the Authority during such periods. The basic design of such systems shall be subject to approval by the Authority. When steam boilers take a supply of water directly from the service pipe, depending upon the hydraulic or hydrostatic pressure in the pipe system of the Authority for their supply under working pressure, it will be at the risk of the parties making such attachments, as the Authority will not be responsible for any accidents or damages to which such devices are frequently subject. House boilers for domestic use must in all cases be provided with vacuum valves to prevent collapsing when water is shut off from the distributing pipes. The Authority will in no case be responsible for accidents or damages resulting from failure to observe this rule or due to conditions in the distributing pipes, or from the imperfect action of any such valves, or due to such other causes.

Section 6.12 Change in Location of Service Line Connection

The customer shall pay for the cost of relocation of all service line connections made at his request or for his convenience.

Section 6.13 Renewal of Service Line

Where renewal of service line from the street main to the curb is found necessary, the Authority will renew said service in the same location as the old one. If the property owner or customer, for his own convenience, desires the new service line at some other location and agrees to pay all expenses of such relation in excess of the cost of laying the service line in the same location as the old service line and cutting off and disconnecting the old service line, the Authority will lay the new service line at the location desired.

Section 6.14 Use of Curb Stops

Curb stops at the curb line shall not be used by the customer for turning on or shutting off the water supply. The control of the water supply by the customer shall be by means of a separate stop cock located, in general, just inside the building wall. Curb stops are for the exclusive use of the Authority.

Article 7. Meters

Section 7.1 General

All meters, unless otherwise indicated, will be furnished and installed by the Authority, subject to the fees currently in effect, and will remain the property of the Authority and be accessible to and subject to its control, maintenance, and replacement. Meters of the Fire Type will not be installed for General Service. A meter will be required for each premises and for each separate service line connection supplying a premises except as otherwise provided herein. For specific diagrams, please refer to the Policy for Installation.

Section 7.2 Size of Meter

The Authority reserves the right in all cases to stipulate the size and type of the meter to be installed on each service line and to require the installation of a larger size meter in any case where the peak use of water places any meter under undue or unusual strain and/or exceed the recommended meter capacity, and reserves the right to charge the fees currently in effect for the larger meters.

Section 7.3 Location

The location for the meter and/or remote reading equipment shall be subject to the approval of the Authority, shall be at a convenient and accessible point, shall permit control of the entire supply, and shall allow proper protection of the meter from freezing or other harm. No fixture shall be attached to, or any branch made in, the service pipe between the meter and the street main. In cases where it is not practical to place the meter within a building, the Authority may require the property owner to furnish, inside the property line, an approved meter pit with a suitable cover, such installations to be made in accordance with a plan furnished or approved by the Authority. The design of the meter pit shall permit adequate access to the meter and its ready installation or removal.

Section 7.4 Installation of Meter

All piping fittings, valves, check valves, gauges, bolts, nuts, meter pit structures, manholes, or other accessories or materials, and the labor for installing the same, used in connection with meter settings within the property line of the premises, shall be at the expense of the applicant. The customer shall employ for this work the services of skilled tradesmen, who shall cooperate with the Authority and install all the piping and appurtenances in accordance with the dimensions and requirements for each specific case, so that the meter or meters can be properly installed and connected by the Authority. The customer shall furnish and install on the service line a wheel handle round way stop cock or gate valve, without waste, the same size as the service line on the street side and immediately before the meter, and a stop and waste cock or valve on the outlet side and immediately after the meter. A suitable backflow preventer shall be furnished and installed by the customer at a point between the stop and waste cock or valve and the meter. Under certain conditions where there is a demand or necessity for uninterrupted water service in order to eliminate inconvenience to both the customer and the Authority when repairs

to or replacement of the meter is necessary, the Authority may, at its option, require the installation of a battery of two or more meters on the one service line, with a combined capacity approximately equal to the capacity of the single meter requested. Such installations shall be properly valved to control or cut any single meter out of service and permit its removal without interruption of service through the remaining meter or meters.

Section 7.5 Maintenance, Care and Responsibility for Damage

The Authority will maintain all meters at its expense, except that the customer is liable and responsible for all damage to all meters while on his premises or in meter boxes located at the curb. In the event of the damage to or impairment of the meter, the customer shall promptly notify the Authority. The Authority will furnish and set another meter to replace the one frozen or damaged and the cost of the repairs to the same, including replace parts, labor, and transportation charges, as well as the cost of testing and costs for reinstallation or changing of the meter, shall be billed to the customer and paid for by him. The minimum cost for repairing a frozen meter shall be such cost as is currently in effect.

Section 7.6 Meter Tests

All meters are accurately tested before installation by the manufacturer. Should the customer or the Authority at any time doubt the accuracy or correctness of the meter measuring water delivered to the customer's premises, the Authority will, upon a request of the customer, If the meter so tested shall be found to be accurate within the limits herein specified, a fee determined from the schedule indicated shall be paid to the Authority by the customer requesting such test, but if not so found, then the cost thereof shall be borne by the Authority. When making such request, the customer shall be deemed to agree to the basis of a prepayment herein specified or as currently in effect. A report of such tests shall be made to the customer and a complete record of such tests shall be kept by the Authority. The amount of the fee shall be as currently in effect for each water service meter having an outlet not exceeding one (1) inch. Rates for testing meters not included in the foregoing classification (exceeding one (1) inch), or which are so located that the cost is out of proportion to the fee specified, will be furnished by the Authority after an appraisal has been made to determine the cost. The fee above stipulated shall be payable by the applicant in advance. In the event the meter so tested is found to have an error in registration in accordance with AWWA Test Requirements C700, C701, C702, C703, the cost of the test will be borne by the Authority and the advance fee will be refunded. The bill, based on the last reading of such meter or meters, shall be corrected accordingly. This correction shall apply both for over and under registration. The Authority reserves the right to remove and test any meter at any time at its own expense and, if such meter is found to be inaccurate, to substitute another meter of the same size in its place, either permanently or temporarily.

Section 7.7 Change in Location of Meters

The customer shall pay for the cost of relocation of all meters made at his request or for his convenience.

Section 7.8 Seals

No seal placed by the Authority for the protection of any meter, valve, fitting or other water connection shall be tampered with or defaced. It shall not be broken except upon authorization from the Authority or in the presence of an Authority representative. Where the seal is broken, the Authority reserves the right to remove the meter for test at the expense of the customer, even though said meter registers accurately.

Section 7.9 Leaks

Customers are urged to give careful attention to their plumbing and fixtures and make immediate correction of all leaks. No allowance will be made by the Authority for water used, lost, stolen, or otherwise wasted through the water meter. A one-time underground leak adjustment will be made, per property served, for ground box setting leaks and/or underground service line leaks, but any future leaks must be borne by the customer.

Section 7.10 Reading and Registration of Meters

Readings of meters shall be taken monthly or quarterly, at the option of the Authority, and the quantity recorded by the meter shall be taken to be the amount of water passing through the meter, which amount will be conclusive on both the customer and the Authority, except when the meter has been found to be registering inaccurately or has ceased to register. In such cases, the quantity will be determined by the water consumed during a previous corresponding period as a basis for settlement.

Section 7.11 Access to Meters

The Authority at all reasonable times shall have access to a customer's premises and to meters, service connections, and other property owned by it on customers' premises, for the purpose of meter installation, maintenance, operation, and reading. The failure to permit reasonable access shall be sufficient cause for discontinuance of service.

Section 7.12 Notification Relative to Condition of Meter

The customer shall notify the Authority of damage to or of the non-working of the meter, or of the breaking of the seal wire, as soon as the condition becomes apparent.

Section 7.13 Minimum Charge

Every meter is installed subject to a fixed minimum monthly or quarterly charge in accordance with the rates thereof, for which certain quantities of water will be allowed without additional charge; and where more than one premises is furnished service through one meter, the same fixed minimum monthly or quarterly charges shall apply for each and every premises, the method of preparing bills for such installations being set forth elsewhere herein. Such minimum shall be non-abatable for a non-user of water, and non-cumulative against subsequent

consumption. In the case of fractional bills covering less than a month or a quarter, monthly or minimum charges and allowances shall be prorated.

Article 8. Service Stoppage

Section 8.1 Discontinuance of Service

8.1.1 By Customer

Any customer may terminate his service contract with the Authority by reason of moving permanently away from the premises, and have his water service discontinued upon giving notice thereof to the Authority, and upon the lapse of a reasonable time thereafter to permit the Authority to take final meter readings and attend to other details in connection with such discontinuance of service. The customer shall remain liable for water furnished to the premises described in his application until the Authority has received notice from him and the termination of service has taken effect as stated above. When a property is being sold, the seller is responsible for scheduling a final reading. Water service shall remain in the seller's name until the final reading is received. When the owner requests a final reading and for water service to be discontinued, the owner is responsible for fully verifying, on the interior of the property, that water service to the property is completely discontinued. Discontinuance of service by the Authority for nonpayment of a bill or violation of these Rules shall not cancel the application for service nor constitute a waiver of this rule.

8.1.2 By Authority

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

- a. For misrepresentation in the application.
- b. For the use of water for or in connection with, or for the benefit of, any other premises or purposes than those described in the application.
- c. For willful waste of water through improper or imperfect pipes, fixtures, or otherwise.
- d. For failure to maintain in good order the service lines and fixtures owned by the applicant or leased by him.
- e. For tampering or in any other way interfering with any service pipe, meter, meter box, curb stop, curb box, or with any seal on any meter or other fixtures and appliances of the Authority.
- f. In case of continued vacancy of the premises.

- g. For refusal of reasonable access to the premises for purposes of inspecting the piping, fixtures, and other water system appliances therein, or for installing, reading, caring for, repairing, or removing meters.
- h. For neglecting or refusing to make or renew advance payments where required or for nonpayment of water service, or for any other charge accruing under the application.
- i. Where the contract has been in any way terminated by the customer.
- j. For making or refusing to sever, upon notice, any cross connection between a pipe or fixture carrying water furnished by the Authority and a pipe or fixture carrying water from any other source.
- k. For premises where the demand for water is greatly in excess of past average or seasonal use, or where such excessive demands for water by the premises are or may be detrimental or injurious to, or make inadequate, or in any way impair water service furnished to other customers.
- l. For premises where apparatus, appliances, or equipment using water is dangerous, unsafe, and not in conformity with any laws or ordinances.
- m. For fraud or abuse.
- n. For violation of these Rules and Regulations or other requirements governing the supply of water furnished by the Authority.

Section 8.2 Renewal of Service After Discontinuance

Service may be renewed under a proper application when the conditions under which such service was discontinued are corrected and upon the payment of all proper charges or amounts provided in the Schedule of Rates or Rules of the Authority due from the applicant.

Section 8.3 Turn-Off Without Authorization

The customer shall not turn the water off at any corporation stop or curb stop; or disconnect or remove the meter, or permit its disconnection or removal without the consent of the Authority.

Section 8.4 Suspension of Service Due to Emergency

The Authority shall have the right as necessity may arise in case of breakdown, emergency, or for any other unavoidable cause, to cut off the water supply temporarily in order to make necessary repairs, connections, and to do such other work. The Authority will use all reasonable and practical measures to notify the customer of such discontinuance of service. In such cases, the Authority shall not be liable for any damage or inconvenience suffered by the customer or any claim against it at any time for interruption in service, lessening of the supply, inadequate

pressure, poor quality of water, or for any other causes beyond its control; and such temporary shut-off of the water supply shall not entitle the customer to any abatement or deduction in or from the water service charges, nor the refund of any portion of such service charges paid in advance during or for the time of such shutoff. When a supply of water is to be temporarily cut off, notice shall be given, when practicable, to all customers affected by the shutting off, stating the probable duration of the interruption of service, and also the purpose for which the shut-off is made. Nothing in these Rules contained, however, shall be construed as a guarantee, covenant, or agreement of the Authority to give notice of any shut-off due to emergencies or otherwise.

Section 8.5 Reserve Supply

The Authority shall have the right to reserve a sufficient supply of water at all times in its storage facilities to provide for fire and other emergencies, or may restrict or regulate the quantity of water used by customers in case of scarcity or whenever the public welfare may require it.

Article 9. Public Fire Service

Section 9.1 Application for Fire Hydrant and Location

A written request must be submitted by any municipality that is served water by the Authority, for the purpose of installation of public fire hydrants, said request to be signed by duly authorized officials of the municipality. The application must be accompanied by a plan showing the proposed location of each fire hydrant on the public highway or public property, showing the line and grade of the highway or area, and such other data. The Authority will determine whether proper service can be furnished at the fire hydrant under normal and ordinary conditions, subject to the size of the existing street main, to the sizes of the lines in the surrounding distribution system, to the available pressures, and to such other factors. The municipality will be advised related thereto. The entire cost of a fire hydrant installation shall be paid in accordance with the agreement governing its installation. Each fire hydrant will be subject to the public fire service charge set forth in the Water Service Rate & Fee Schedule.

Section 9.2 Maintenance

All fire hydrants will be maintained by the Authority at the cost and expense of the municipality where the hydrants are located.

Section 9.3 Allowance Use

Only persons authorized by the Authority shall take water from any public fire hydrant or hose plug, except for fire purposes or for the use of the fire department in case of fire; and no public fire hydrant shall be used for sprinkling streets, flushing sewers or gutters, or for any other than fire purposes, except with the approval by the Authority, said approval being subject to revocation at any time. If prior approval has not been granted and a fire hydrant or hydrants are used by a fire department, municipality, or any others, such party or parties shall notify the Main

Office of the Authority of such use immediately in order to allow the Authority to check the condition of the hydrant or hydrants.

Section 9.4 Change of Location

Whenever a municipality or person or persons desires a change in the location of any fire hydrant, the Authority, upon written notice to do so, will make a change if determined feasible, at the expense of the municipality or person or persons, subject to the right of the Authority to refuse such location because of the size of main, condition of distribution system, and other reasonable causes.

Section 9.5 Inspection

Upon request of the duly authorized officials of any municipality, the Authority will make inspections at convenient times and at reasonable intervals to determine the condition of the fire hydrants, such inspections to be made by a representative of the Authority and a duly authorized representative of the municipality.

Article 10. Private Fire Service

Section 10.1 Application for Private Fire Protection Service

A written application prepared on the form furnished by the Authority must be submitted to the Authority for the purpose of requesting a special fire connection for private fire protection service, said application to be signed by the owner of the premises or his duly authorized agent, said application to be subject to such fees and terms and conditions as are hereinafter set forth and included therein, and to the execution of a contract, which application, together with the Rules and Regulations of the Authority, shall regulate and control the furnishing of such services to such premises, and said application to be submitted at least two (2) months before the service line is required. The application shall be accompanied by accurate plans showing the proposed fire protection system and appurtenances and showing any other water supply system and appurtenances which may exist on the premises. No fire protection facilities involving the use of Authority water shall be installed at any time and no changes in or additions to said fire protection facilities shall be made without prior approval by the Authority, said fire protection facilities to include all pumping and/or mechanical means of taking water from the Authority system, storage stands, and all such facilities. All approvals will be subject to Article 11 Responsibility for Fire Service and shall be subject to such restrictions and limitations as established by the Authority.

Section 10.2 Approval of Applications

The application does not bind the Authority to approve the requested special condition. The Authority will make an engineering study of each proposed installation to determine whether such a connection is reasonable and practical, and whether such a connection will in any way

endanger the general water service in the vicinity; the Authority reserving the right to refuse approval of an application relative thereto. The Authority further reserves the right to make an approval subject to the installation of adequate storage facilities and related appurtenances on the premises thereof, if found necessary in order to permit maintenance of adequate water service to other customers.

Section 10.3 Terms and Conditions

The final approval of an application and furnishing of private fire protection services will be subject to the execution of a contract between the responsible parties and the Authority, containing the following terms and conditions and containing such other terms and conditions as are found necessary:

- a. The Authority, by its representative, shall have the right to enter the premises of the applicant at any reasonable time for the purpose of making such inspections as it may deem necessary, and it shall have the right to attach any testing device or use any means which it may elect to ascertain the condition of the pipe and appurtenances and uses made of same.
- b. The service connection from the street main up to and including the curb or valve box and control valve shall be installed at the expense of the applicant and shall be maintained by the Authority: that all other pipe, fixtures, and appurtenances shall be installed in accordance with the requirements set forth relative to service line and/or water main extensions and maintained in good condition by and at the expense of the applicant. In such instances where the service connection is approved to provide fire protection service and other metered service, always being subject to a design satisfactory to the Authority, the control valves on the fire service line may be installed on the property of the premises at approved locations.
- c. The Authority will provide a metered detector check with accessories at cost on said service pipe at such location as may be determined by the Authority. Such detector device shall be maintained by the Authority and shall be subject to the control of the Authority.
- d. The applicant agrees the Authority shall not be considered in any manner an insurer of property or persons, or to have undertaken to extinguish fire or to protect any person or property against loss or damage by fire or otherwise.
- e. The applicant shall furnish, attach, and make a part hereof, an accurate sketch showing the pipes, valves, hydrants, tank openings, and appurtenances contemplated in this application. Such sketch must also show any other water supply system and pipelines and appurtenances which may exist on the premises. There shall be no connection between such other supply and pipes connected to the Authority's mains.
- f. The rights and obligations of the applicant hereunder shall be further subject at all times to the Rates, Rules and Regulations of the Authority that now exist or which may hereafter be adopted.

g. The applicant agrees to obtain in advance the approval of the Authority for any change, alteration, addition, or deduction contemplated in the fixtures, openings, and uses herein specified.

h. Upon acceptance by the Authority and the completion of the service connection herein contemplated, the application shall be in force as a contract and shall continue as such until cancelled by notice, given by the applicant to the Authority.

i. The Authority has the right to discontinue or disconnect said service pipe and terminate the application upon written notice given fifteen (15) days in advance by the Authority to the applicant for failure to pay any bill when due or for any violation of any of the terms and conditions of this application, or for any violation of its rules; and, in emergencies, also has the right, without notice, to shut-off all or any part of its facilities and discontinue the service when deemed necessary by the Authority for the purpose of making any repairs, alterations, additions, or to prevent possible contamination through cross-connected facilities of the applicant or to prevent negligent or willful waste of water through the facilities of the applicant.

Section 10.4 Meter Requirements – Private Fire Service Connections

Meters and detector checks will be installed on connections providing service for fire protection. Water used for extinguishing fires shall be subject to no charge, provided that notice be given the Authority after such use so that the meter may be read promptly. The fire service shall be subject to the rates established for Private Fire Services. The metered water used in connection with this type of service shall be paid for in accordance with the regular metered rates for Private Fire Protection Service, subject to the applicable minimum meter charge and other water charges. The customer shall pay under this arrangement, for all water used, in accordance with the regular schedule of service and consumption charges for general service, except as noted above.

Section 10.5 General Conditions – Private Fire Hydrants

The private fire hydrant or fire hydrants installed on a separate fire service main, subject to all the foregoing requirements, will be subject to flat charges set forth under Flat Rate – Private Fire Service, subject to a special contract and to the Rules and Regulations controlling such service. When a special contract is entered into by the Authority with a private party for a private fire hydrant which is to be located in a public street or thoroughfare, said hydrant, with service connection, will be installed at the expense of the applicant. When a hydrant is to be located within the yard of the customer's premises, the entire installation, from the street main to and including the hydrant, shall be installed at the expense of the customer. Such connections, where allowed, are to be used solely for the extinguishment of fire and for no other purpose, except upon the written consent of the Authority; and any violation of this provision shall be cause for the cancellation of the contract and discontinuance of the service.

Section 10.6 Cost of Fire Service Connection

All service connections for flat rate fire service, also those for metered fire service, which are specified to be at the expense of the customer, shall be installed by the Authority and the customer will be charged with the exact cost of labor and materials used in the work, with an addition of a percentage fee to cover the cost of supervision, use of tools, etc., plus such other applicable fees.

Article 11. Responsibility for Fire Service

Section 11.1 Responsibility for Service

It is agreed by the parties receiving public fire service, private fire service, or any other service, that the Authority does not assume any liability for injury of persons or property and that the agreement does not guarantee any special service, pressure, capacity, or facility other than that can be supplied by the ordinary and changing operating conditions of the Authority, as the same exist from day-to-day. It is agreed by the parties receiving service that the Authority shall be free and exempt from any and all claims for injury to persons or property by reason of fire, water, failure to supply water pressure or capacity.

Article 12. Cross Connections and Interconnections

Section 12.1 Purpose and Intent

It is the purpose and intent of these regulations to protect the community potable water system of the Authority from the possibility of contamination or pollution by isolating within its customers' private water distribution system or systems, such contaminants or pollutants which could backflow into the water distribution system of the Authority. It is the intent of this regulation to provide for the maintenance of a continuing program of cross connection control which will systematically and effectively prevent contamination or pollution of the water distribution system of the Authority. The Consumer is responsible for back-siphoned material or contamination and/or pollution through backflow. If contamination or pollution of the Authority's potable water supply system occurs through an illegal cross-connection and/or an improperly installed, maintained, or repaired device, or a device that has been bypassed, the Consumer shall be liable for all associated costs of clean-up required of the potable water supply system and any associated damages. Refer to the Policy for Installation for Authority requirements governing approved backflow prevention devices and program implementation.

Article 13. General

Section 12.1 Inspection

Authorized employees of the Authority, identified by proper badges, shall have access to the customer's premises at all reasonable hours, for the purpose of turning the water on or off; inspection of service lines; inspections, setting, reading, repairing, replacing, and removal of meter; and for all such justifiable purposes. The Authority shall have the power to make such excavations as are required for the proper execution of the work.

Section 13.2 Turn-On Charge

Where there is no outstanding balance, water will be turned off and on without charge for Consumers who wish to discontinue or renew service. When water has been turned off because of an unpaid bill or violation of the terms of the application or Rules of the Authority, a turn-on charge, currently in effect, must be paid before water service is restored.

Section 13.3 Interference with Authority's Property

No workman, owner, tenant, or other unauthorized person shall turn the water on or off at any corporation cock or curb cock or break the seals, disconnect, or remove the meter, or otherwise interfere with the Authority's property. For unauthorized operation of street valve, curb stop, service cock, or other service connection, the person owning the premises served by the line connected to said street valve, curb stop, service cock, or other service connection shall be required to pay the fee in effect and any costs required in connection with damage to these facilities.

Section 13.4 Only Rules Binding

No agent or employee of the Authority shall have the authority to bind it by any promise, agreement, or representation not provided for in these rules without the approval of the Authority.

Section 13.5 Serving of Notices

All notices and bills relating to the Authority or its business shall be deemed to have been properly serviced if left upon the premises of the customer or if mailed to the customer, directed to, or left at his address as shown on the records of the Authority. Failure on the part of the customer to receive a notice or a bill following proper service by the Authority shall not excuse the customer for payment of all amounts due, including penalties for late payment. The Authority will send all such notices and bills to the address given on the application for water supply until a notice of change, in writing, has been filed with the Authority by the applicant. All notices of a general character, affecting or likely to affect a large number of customers, shall be deemed to have been properly given or served if advertised in the newspaper designated by the Authority.

Section 13.6 Complaints

Complaints relative to the character of the service furnished or the reading of meters or of bills rendered shall be made by phone or in writing and delivered to the office of the Authority.

Section 13.7 Service

Not Guaranteed Nothing in these Rules, nor any contract, nor representation, verbal or written, of the Authority or any of its employee shall be taken or construed in any matter to be or constitute a guarantee to furnish a given quantity of water through any service connection, whether for domestic, commercial, industrial, or other general uses, or for public or private fire protection purposes, or for any other special purposes; but the Authority will at all times and under all conditions endeavor to maintain the efficiency of its service. The Authority shall have the right to temporarily interrupt the water supply in the case of breaks, emergencies, or for any other reasonable cause, in order to make necessary repairs, connections, and do such other work. In such cases, the Authority shall not be liable for any damage or inconvenience or any claim for interruption of service, lessening of supply, inadequate pressure, poor quality of water, and such other reasons.

Section 13.8 Restriction of Supply

The Authority reserves the right to restrict the supply of water in case of scarcity or whenever the public welfare may require it, and to reserve a sufficient supply of water at all times in its reservoirs to provide for fire and other emergencies.

Section 13.9 Ground Wire Attachments

All customers are forbidden to attach any ground wire or wires to any plumbing which is or may be connected to a service connection or main belonging to the Authority, and the Authority will hold the customer liable for any damage to its property and change in water quality occasioned by such ground wire attachments.

Section 13.10 Water Hammer

No use of water will be permitted which may or does cause water hammer.

Section 13.11 Acts of Authority Employees and/or Others

No agent or employee of the Authority shall have the power or right to bind the Authority by any promise, agreement, or representation contrary to these Rules and Regulations.

Section 13.12 Swimming Pools

Not applicable at this time.

Section 13.13 Public Participation

In accordance with the Pennsylvania Municipal Authorities Act, Appendix 2.2, “Open Meetings, Records, and Ethics”, Authority meetings held for the purpose of deliberating agency business or taking official action are public meetings and must be open to the public at all times. Consistent with the spirit of the statute the Authority invites any person who so desires to address the Board on any pertinent matter. In order to comply, the Authority requires that a brief written request be submitted to the Authority Chairman ten (10) days in advance of a Board Meeting describing the specific concern or interest.

Section 13.14 Miscellaneous Work and Services Furnished by the Authority

The cost of repair and/or restoration of Authority facilities damaged due to the actions of others, including the cost of lost water, shall be paid for by those responsible therefor. The cost of the foregoing work and any miscellaneous services furnished by the Authority, except as otherwise set forth herein, shall be determined based on the charges and/or methods of computing charges as set forth in the schedule of fees and charges in the established Schedule of Rates and Schedule of Charges, or based on Authority policy. All bills for such work and services furnished by the Authority, based on the Schedule of Charges and methods of computing charges in accordance with the aforesaid schedules, shall be rendered by the Authority and be due and payable in accordance with the established Water Service Rate & Fee Schedule. The Authority, if necessary, will take appropriate legal action to recover all monies due if payment is not made to the Authority.

Section 13.15 Tapping Fees

The Authority has established schedules of tapping fees for all connections to main water lines, such fees to vary, subject to the conditions under which the main line or lines have been installed, the locations of the main lines to be subject to the size of the connection and such other factors, as set forth in the schedules of tapping fees. The tapping fees may vary for each individual size connection, subject to whether the connection is on a line installed by the Authority and/or others, whether the main line is subject to an agreement with others involving reimbursement conditions as related to connections to the line or lines, whether the main line was installed under an assessment program, and to whether there are any other special conditions.

Section 13.16 Availability – Rules and Regulations

Copies of these Rules and Regulations Governing Water and Wastewater Service may be obtained at the office of the Authority for \$10.00 per copy. Copies are available for review at the office of the Authority at all times during regular working hours and at the authority website.

Article 14. Water Line Extensions

Section 14.1 General

The extension of water lines from the existing distribution system of the Authority shall be in accordance with the following Rules and Regulations.

Section 14.2 When Is an Extension Required

A water line extension shall be required by the Authority in all or any one of the following instances:

- a. For the furnishing of water service to an individual premise or to a group of individual premises whose property lines do not abut existing main water lines installed in public or private right-of-way and owned by the Authority.
- b. For the furnishing of public or private fire service to a municipality or a private individual, firm, or corporation or others requesting such service where no Authority owned lines are installed in public rights-of-way, or where existing Authority-owned lines are not capable of producing the requested fire flows.
- c. For the furnishing of a requested water service capacity for a premises or group of premises which is beyond the capability of the existing Authority system in the area where service is required.
- d. Such other similar circumstances.

Section 14.3 Limit of Extension

The extension of a water line shall include the entire quantity of pipeline and appurtenant facilities required to conduct the supply of water from the end of the Authority's existing distribution system to a point designated by the Authority typically being the center point of the property of concern which fronts the public or private right-of-way.

Section 14.4 Application for Extension

Separate written applications must be submitted to the Authority for the purpose of requesting approval of a water line extension and water service therefrom. Water line extension applications shall be accompanied by plans showing the proposed location of the extension and other pertinent site conditions. The application shall be signed by the Developer(s), to be subject to the terms and conditions as are hereinafter set forth and included herein, and to the execution of an agreement discussed in Section 14.10, together with the Authority's Rules and Regulations, shall regulate and control the installation of water line extensions. The application shall be accompanied by accurate plans showing the proposed location of the extensions; the layout of the streets and roads; the layout of existing and proposed plans of lots; and other pertinent data, such plans shall provide sufficient detail to permit the Authority to review and approve the plans. At the time of application, all Developers applying for water line extensions shall be furnished a preliminary estimate of cost. The Developer shall be required to deposit one hundred percent (100%) of the preliminary cost estimate to cover all expenses which the Authority may incur to install the extension.

Section 14.5 Extension Procedure

All extensions of water lines will be installed by the Authority and/or the Developer requesting the extension. In either case, the Developer will be responsible for the payment of the total project cost. Water line extensions required to serve residential, commercial, industrial, or lot plan developments shall be designed by the Developer and shall comply with the following conditions:

- a. Ideally, all extensions shall be located along dedicated streets and/or in rights-of-way dedicated for public use. Where required private rights-of-way are not recorded, the Developer shall provide the Authority with a written right-of-way suitable for recording.
- b. All extensions shall be designed in such manner to permit future extensions thereof with rights-of-way dedicated therefore whenever applicable.
- c. All water lines shall be constructed in complete accordance with the prevailing industry standards as specified by the Authority.

Section 14.6 Installation by the Developer

A Developer may elect to retain a qualified contractor of their choice and at their sole expense to install the water main. Election to do so shall constitute a contractual obligation between the Developer and their contractor. The Authority shall bear no responsibility for the performance and safety of the Developer's contractor and/or payments to the Developer's contractor.

Section 14.7 Installation by the Authority

If the Developer requests installation by the Authority, the Authority shall, pursuant to State statute, bid said work in the name of the Authority and award the contract for installation to the lowest responsible bidder. The Authority reserves the right to require and request a predetermination as to the qualifications of any contractor requesting to bid for said work, and to require evidence by same of any prior experience in work of a similar nature. Upon receipt of bids, the Developer shall have the right to reject same, however, said rejection will result in repeat advertising by the Authority and additional cost to the Developer. The Authority does not warrant or guaranty its cost estimates as defined herein and the owner is responsible for actual costs regarding said extensions as are defined herein.

- a. The Contractor shall be required to provide the Authority with performance and payment bonds in the full amount of the work construction cost.
- b. The Contractor shall provide the Authority with certificates of insurance in the amounts specified by the Authority.
- c. The Developer shall post with the Authority, under written agreement, an amount sufficient to pay for the water line extension excluding the cost of installation if the Developer retains a contractor of their choosing.

- d. All work shall be inspected by the Authority's representative, the owner to be responsible for the payment of all inspection costs. 29 Municipal Authority of Westmoreland County
- e. The Developer shall be responsible for all Authority costs incurred, including but not limited to, Authority engineering and permitting services, connections to existing Authority facilities by Authority personnel and administrative overhead fees.
- f. Prior to the Authority's acceptance of completed facilities, the Developer and/or Contractor shall furnish the Authority with a two (2)-year maintenance bond in the full amount of the completed work when required by agreement.
- g. The Developer may request the installation of main line extensions by Authority labor if available. The Developer will be responsible for all costs; however, the Developer will not be responsible to furnish a two (2) – year maintenance bond in accordance with Section 14.7(f).

Section 14.8 Responsibility for Cost

The entire cost of the requested extension, including fire hydrants and other appurtenances, shall be borne by the Developer. The Authority shall not be subject to any costs. However, the Authority will be subject to payment of such refunds pursuant to written agreements. The cost of a water main extension or installation shall include, but not be limited to, the following:

- a. The cost of all designs, plan reviews, and permitting.
- b. The cost of pipes and appurtenances. Water pipe shall be at least eight (8) inches in diameter unless otherwise determined by the Authority. The Authority may require that the minimum pipe diameter exceed eight (8) inches as necessary to be compatible with the existing main line diameter and/or to comply with future system expansion and/or development plans.
- c. The cost of connections to the existing main lines, including all costs incurred by the Authority.
- d. The cost of all valves, valve boxes, fittings, fire hydrants, and all related work, including the testing of the extension.
- e. The cost of all land and rights-of-way.
- f. The cost of all inspections.
- g. The cost of all governmental permits and inspections.
- h. All legal and administrative and overhead costs.

Section 14.9 Payment of Cost

The Developer shall deposit with the Authority, prior to the execution of the work, a sum of money sufficient to pay all the estimated costs of the extension, as determined in accordance with the procedures set forth herein. The Developer shall submit the deposit with an executed agreement to the Authority for review and approval by the Authority's Board of Directors.

Section 14.10 Agreement

The owner shall enter into an agreement with the Authority, prior to the execution of any work, the agreement to contain such pertinent conditions as the following:

- a. The cost of all work to be borne by the owner.
- b. The materials and workmanship to be in accordance with the specifications of the Authority.
- c. The highway, streets, alleys, and lanes in which the extension is to be located must be dedicated to public use, the lines and grades thereof established and the rough grading completed. Where a line is located in a private right-of-way, said right-of-way shall be dedicated for utility use.
- d. The ownership title to all installations to be conveyed to and vested in the Authority.
- e. The Authority to have the right to make further extensions beyond or laterally from the extensions, such extensions not to be considered as connections subject to any refund.
- f. The payment of refunds to the applicant for additional new customers connected to the extension to be subject to such conditions as set forth in the agreement, and to limiting number of years for the payment of refunds. No refunds are to be made unless monies are received from other consumers for the privilege of obtaining service directly from the extension for which the Developer paid.
- g. Such other related requirements.

Section 14.11 Installation Specifications

All water lines shall be installed in accordance with acceptable industry standards as specified by the Authority.

Article 15. Billing and Collection

Section 15.1 Basis for Preparation of Bills

All bills for services furnished by the Authority will be based on the established Water Service Rate & Fee Schedule of the Authority.

15.1.1 Water Service Charges

Each premises will be subjected to a fixed minimum monthly or quarterly charge for each meter, based on the size of the meter and in accordance with the Water Service Rate & Fee Schedule, the use of certain quantities of water being allowed for each size meter without additional charge. Such minimum charge shall be non-abatable for a non-user of water, and non-cumulative against subsequent consumption. In the case of fractional bills covering less than a month (plus or minus three (3) days) or a quarter (plus or minus five (5) days), monthly or minimum charges and allowances of water shall be prorated. The charges for the use of water in excess of the quantities allowed for each size meter will be in accordance with the per thousand rates, as set forth in the Water Service Rate & Fee Schedule, the allowances of water for the minimum charges to be deducted from the quantities set forth in applying the meter schedule. The charges for temporary service and other miscellaneous service shall be set forth elsewhere herein and/or in the Water Service Rate & Fee Schedule.

Section 15.2 Bills Rendered and Due

Bills will be rendered either monthly or quarterly depending upon the type of customer in accordance with the applicable Rate Schedule. The Authority shall mail or deliver bills and notices to the customer at the address given in the application for service. The Authority shall not be responsible for the delivery thereto. Failure to receive bills will not be an excuse for nonpayment. All bills are due and payable within the number of days after the date of presentation as required by these rules and regulations. Payment of the bill after the expiration of the allowable period will incur such penalty being added to the bill as is currently in effect. Any check received by the Authority in payment of any bill due the Authority that is returned unpaid by the drawee bank for any reason shall be charged against the account involved. In addition, charges shall be made against said account for the cost of handling, for each call for collection, and for any other costs involved. Any returned checks shall be just cause for immediate termination of service. If bills are not paid within the required period during which the gross amount shown thereon applies, a delinquent notice shall be served and service may be terminated as provided hereafter. If service is thus discontinued, it will not be restored until all unpaid bills and required charges are paid.

Section 15.3 Parties Responsible for Payment

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.

Section 15.4 Place of Payment

All bills are payable at the MWA office (151 Owego Turnpike, Milford, PA 18337), at the MWA website or by mail (PO Box 459, Milford, PA 18337), by automatic bank draft, or any pay agency as designated by the Authority.

Section 15.5 Penalties and Fees

All bills shall be subject to a penalty if not paid by their due date. If the charges plus penalty remains unpaid, the charges plus penalty may bear interest in accordance with the applicable Rate Schedule. Additional cost shall be assessed for sending a certified notice of delinquency, posting the property with a water shut-off notice, and turning the water back on. All delinquent rentals and costs assessed must be paid in full to have the water turned back on.

Section 15.6 Payment Extensions

The Authority shall have the authority to grant payment extensions of delinquent payments on an as needed basis. However, no extension shall exceed 90 days from the date of delinquent notice. A written request for a payment extension must be submitted to the Authority. This request must indicate the reason for the need of the time extension and a schedule for making timely payment in full. No extensions beyond 90 days shall be granted without the approval of the Board.

Section 15.7 Refunds

Any claim to the Authority for a refund is limited to a maximum of three years from the time of request.

Article 16. Delinquencies, Violations, and Remedies

Section 16.1 Termination of Water Service

In the event of failure to pay any water service charge or fee after it becomes delinquent, a delinquency notice will be mailed by regular mail to the customer's address as shown on Authority records. If the delinquent charges are still not paid, a water service shut-off notice will be mailed to the customer by certified mail with a return-receipt requested and if the customer is a tenant, a copy will be mailed to the landlord by regular mail. The certified mailing cost will be added to the customer's bill. This notice informs the customer that the delinquent bill must be paid in full by the date specified or water service will be terminated. The effective date of service of any notice shall be the date of dispatch if by mail, and the date of delivery or posting in all other cases. When the violation of these rules and regulations is the landlord's nonpayment of any bill due by the landlord to the Authority, water service shall not be terminated until the Authority complies with the Utility Service Tenants Rights Act, 68 P.S. Paragraph 399.1 et seq., as now or hereafter amended, and with any other state or federal statute, now or hereafter

adopted and amended. In complying with the Utility Service Tenants Rights Act, the Authority shall serve agencies the notices in the time and by the manner prescribed by said Act.

Section 16.2 Liens on the Property

All charges and fees due to the Authority in accordance with the applicable 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 Pike County and collect the same in the manner provided by law for the filing and collection of municipal claims.

16.2.1 No Lien Letters

In order to receive a no lien letter, the property owner (or an agent of the property owner) must submit the appropriate forms to request a no lien letter and an inspection and dye test. The fees for the no lien letter and the inspection and dye test are listed in the Wastewater Service Rate & Fee Schedule. Once the fees are paid, the inspection and dye test will be scheduled. A minimum notice of one week must be given. After the inspection and dye test, a report of any violations will be given to the property owner. If a violation is found, corrective action must be taken by the property owner, at the property owner's expense, to remedy the situation. Once the violation is remedied, the property owner must schedule a follow-up inspection. A minimum of one week must be given to schedule the follow-up inspection with the Authority. If more than one follow up inspection is required, the additional follow-up inspections will be subject to additional inspection fees.

Section 16.3 Notice of Violation

Any person found to be in violation of any provision of these rules and regulations shall be served by the Authority with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations. Any person violating any of the provisions of these rules and regulations shall become liable to the Authority for any expense, loss, or damage occasioned by the reason of such violation.

Section 16.4 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.

Validity of Rules and Regulations

Article 17. Validity

Section 17.1 Conflict

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

Section 17.2 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.

Section 17.3 Board Approval


These Rules and Regulations Governing Water and Wastewater Service were adopted pursuant to and in accordance with Resolution No. 2020-2 of the Board adopted 7/13/ 2020 and are effective as of 7/13/ 2020 and as amended from time to time.

Attest:




Secretary Frank Tarquinio

MUNICIPAL AUTHORITY OF
THE BOROUGH OF MILFORD


Chairman Scott Sheldon