

**MUHLENBERG TOWNSHIP AUTHORITY**

**RULES**

**GOVERNING WATER AND SEWER SERVICE**

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MUHLENBERG TOWNSHIP AUTHORITY  
RULES GOVERNING WATER AND SEWER SERVICE

**P R E F A C E**

These Rules are a part of the Contract with every person who accepts water or sewer service from the Muhlenberg Township Authority ("Authority") and every person, by taking water or discharging sewer, agrees to be bound thereby.

The Authority owns and operates its water and sewer systems. These Rules are administered by the Authority, which is solely responsible for any required decisions or approvals.

These Rules are not intended to conflict with any local, state or federal legislation. Any provisions that are found to be in direct conflict with such legislation shall not be applicable.

When used in these Rules, and unless the context requires otherwise, the "Act" shall mean Pennsylvania's Municipality Authorities Act, codified at 53 P.S. Section 5601, et seq.

**SECTION 1 - DEFINITIONS**

When used in these Rules, the following words and phrases shall have the following meanings:

**1.1 ACCEPTABLE INTERCONNECTION:** An acceptable interconnection is an interconnection having all the following characteristics:

a. A source of supply other than the supply source of the Authority directly or indirectly connected to the Authority's water system by means of pipelines, the source being approved by the Pennsylvania Department of Environmental Protection and the United States Environmental Protection Agency as an acceptable, safe and sanitary source of public water supply and which continues as such at all times when the interconnection is in existence.

b. Installed or continued in existence with the knowledge and specific consent of the Authority, and when installed on the Premises of a Customer or installed by a Customer, such consent to be evidenced by proper written agreement or written approval executed by the proper officers of the Authority.

c. Installed or continued in existence and operated at all

times in strict compliance with all applicable laws, ordinances, rules and regulations.

1.2 **AIR GAP:** The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying potable water to a tank, plumbing fixture, or other device and the flood level rim of the receptacle. The differential distance shall be at least double the diameter (2 x D) of the supply pipe measured vertically above the top of the rim of the vessel. In no case, shall the air gap be less than one inch.

1.3 **APPROVED:** Approved shall mean accepted by the Authority as meeting an applicable specification stated or cited in the Rules or as suitable for the proposed use. The term "approved" used in reference to a backflow prevention device shall mean the backflow prevention device is acceptable to the Authority. Competent testing laboratories other than the Foundation for Cross Connection Control may be qualified by the Authority to approve backflow preventers.

1.4 **AUTHORITY:** The word "Authority", whenever the same appears herein, means Muhlenberg Township Authority, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business at 2840 Kutztown Road, Hyde Park, Muhlenberg Township, Berks County, Pennsylvania.

1.5 **BACKFLOW:** The flow of water or other liquids, mixtures or substances into the distribution system of the Authority from any source or sources other than its intended source. Back Siphonage and back pressure are two types of backflow specifically contemplated by these Rules.

1.6 **BACKFLOW PREVENTION DEVICE:** Three types of devices, reduced pressure principal device (RPPD), double check valve assembly (DCVA) and air gap (AG) which are designed to prevent the occurrence of backflow.

1.7 **BUILDING SEWER:** Shall mean the pipe leading from the sewage drainage system of any structure to the Service Lateral of a Collection Sewer.

1.8 **COLLECTION SEWER:** Shall mean the Authority's collection sanitary sewers located under highways, roads, streets, and rights-of-way with branch Service Laterals that collect and convey Sanitary Sewage or Industrial Wastes or a combination of both to a pumping or treatment facility.

1.9 **COMMERCIAL ESTABLISHMENT:** Shall mean any room, group of rooms, building or enclosure used or intended for use in the

operation of one business enterprises for the sale and distribution of any product, commodity, articles or service or used or intended for use for any social, amusement, religious, educational, charitable or public purpose and containing plumbing. "Commercial Establishment" includes institutional dormitories, but does not include personal care boarding homes licensed by Commonwealth.

**1.10 COMMUNITY WATER SYSTEM OR DISTRIBUTION SYSTEM:** Shall mean the distribution system that furnishes water for general use, is owned and operated by the Authority and is recognized by regulatory agencies as a community water system.

**1.11 CONNECTION UNIT:** Shall mean each individual building or portion of a building which is designed or adaptable to separate ownership whether for commercial, industrial, or residential use. A school, factory, apartment house, office building, or other multiple unit structure whose individual apartments or units are connected to a common internal sewage system and which are not commonly subject to separate ownership shall be considered as one Connection Unit.

**1.12 CONTAMINATION:** An impairment of water quality to a degree which creates an actual or potential health hazard such as but not limited to chemical poisoning or spread of diseases, or impairs the composition and odor of the water to such an extent that it is considered by said odor or composition to be not acceptable by the Authority for human consumption.

**1.13 CROSS CONNECTION:** An arrangement allowing either a direct or indirect connection through which backflow, including backsiphonage, can occur between the drinking water in a public water system and a system containing a source or potential source of contamination, or allowing treated water to be removed from any public water system, used for any purpose or routed through any device or pipes outside the public water system, and returned to the public water system. The term does not include connections between public water systems and connections between water mains.

**1.14 CUSTOMER:** The word "Customer", as used herein, means the owner or tenant contracting for or using water and/or sewer service on a single Premises; and the word "Customers" means all so contracting for and using service.

**1.15 DATE OF PRESENTATION:** The date upon which a bill or notice is mailed, as evidenced by the United States Post Office mark.

**1.16 DEP:** Department of Environmental Protection of the Commonwealth of Pennsylvania or any agency or successor thereto.

**1.17 DOUBLE CHECK VALVE ASSEMBLY:** A device composed of two

independently operating approved check valves with tightly closing shut-off valves on each side of the check valves, plus necessary appurtenances for testing. To be approved by the Authority or its designated agent the device must be readily accessible to maintenance and testing and installed in a location where no part of the device will be subject to outside flooding. The device shall be used on service connections which may be subject to backflow and where there is a possibility of pollution that constitutes an actual or potential pollution hazard.

**1.18 EQUIVALENT DWELLING UNIT (EDU):** Shall mean a unit of measure for the engineering design flow of Sanitary Sewage and/or Industrial Wastes from an Improved Property. Equivalent Dwelling Unit is a unit intended to represent discharge of sewer by a typical residence. The flow from Non-Residential Establishments is converted to EDUs by dividing the estimated daily flow by typical daily residential flow.

**1.19 GSHP:** Ground source heat pump.

**1.20 HEALTH HAZARD:** An actual or potential threat of contamination or pollution to the Authority water system to such a degree or intensity that there would be a danger to the public health of the Authority's water system Customers.

**1.21 IMPROVED PROPERTY:** Any property upon which there is erected a structure intended for continuous or periodic habitation, occupancy or use by human beings or animals and to which the Authority supplies water or from which structure Sanitary Sewage and/or Industrial Wastes shall be or may be discharged.

**1.22 INDUSTRIAL WASTES:** Any solid, liquid or gaseous substance or waterborne wastes or forms of energy rejected or escaping in the course of any industrial, manufacturing, trade or business process or in the course of the development, recovery or processing of natural resources, as distinct from Sanitary Sewage.

**1.23 INTERCONNECTION:** Interconnection is a physical arrangement whereby a public water system is connected with another water system, public or private, in such a manner that a flow of water into such public water supply system from other water system is possible. Specifically it is the intent of these Rules to regulate any source or system containing water or substances the quality and quantity of which cannot be approved by the County, State or Federal regulatory agencies.

**1.24 MAINS:** Distribution and collection pipelines which are located in streets, highways, public ways or private rights of way and which are used to serve the general public.

**1.25 MAIN EXTENSIONS:** Extensions of distribution or collection

pipelines beyond existing facilities and exclusive of service line connections.

1.26 **NONPOTABLE WATER:** Water which is not safe for human consumption or is of questionable potability.

1.27 **OWNER:** The word "Owner", whenever the same appears herein, means the person, firm or corporation or association having an interest as owner, or a person, firm or corporation representing itself to be the owner, whether legal or equitable, sole or only partial, in any Premises which is or is about to be supplied with water and/or sewer by the Authority; and the word "Owners" means all so interested.

1.28 **POLLUTION/HAZARD:** The presence of any foreign substance (organic, inorganic or biological) in water which tends to degrade its qualities so as to constitute a hazard or impair the usefulness or quality of the water to a degree which does not necessarily create an actual public health hazard but which does adversely or unreasonably affect such water for domestic use.

1.29 **POLLUTION:** An actual or potential impairment to the physical properties and potability of the community water system which constitutes a nuisance or is aesthetically objectionable or can cause physical damage to the community water system but would not be dangerous or threatening to public health.

1.30 **POTABLE WATER:** Water which is safe for human consumption according to recognized state and federal standards.

1.31 **PREMISES:** The word "Premises", as used herein, means the property or area, including improvements thereto, to which water and/or sewer 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 building or group of buildings owned by one Customer and located on one lot, with one service connection; 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 a patio or by some similar means or structure; or

f. A public building devoted entirely to public use, such as a town hall, 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 houses, 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 designated 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 such similar body or organization; or operated under private ownership; or

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

**1.32 RATE SCHEDULE:** The entire body of effective rates, rentals and charges, as adopted by the Authority from time to time are made a part of these Rules. A Schedule of Rates and Charges as of the date of adoption of these Rules is attached hereto as Appendix 1 and incorporated by reference.

**1.33 REDUCED PRESSURE PRINCIPAL DEVICE:** A device that shall incorporate two or more check valves and an automatically operating differential relief valve located between the two check valves, two tightly closing shut-off valves, and equipped with necessary appurtenances for testing. The device shall operate to maintain the pressure in the zone between the two check valves, less than the pressure on the Authority water system side of the device. At cessation of normal flow, the pressure between the check valves shall be less than the supply pressure. In case of leakage of either check valve, the differential relief shall operate to maintain this reduced pressure by discharging to the atmosphere, thereby providing an air gap in the device. To be approved by the Authority or its designated agents, the device must be readily accessible for maintenance and testing and

installed in a location where no part of the device will be subject to outside flooding. The device shall be used on service connections which may be subject to backflow and where there is a possibility of contamination that constitutes an actual or potential health hazard.

1.34 **RULES:** These Rules Governing Water and Sewer Service, as adopted by the Authority, together with Appendices and Exhibits hereto, as they may be amended or supplemented from time to time.

1.35 **SANITARY SEWAGE:** Shall mean the normal water-carried household and toilet wastes from any Improved Property.

1.36 **SERVICE:** Provision of water and/or sewer service to or from a Premises.

1.37 **SERVICE LATERAL:** Shall mean that part of the Sewer System extending from a Collection Sewer to the curb line, right-of-way line or if there shall be no curb or right-of-way line to the property line.

1.38 **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, the curb stop, the service box and such other facilities.

1.39 **SERVICE LINE EXTENSIONS:** (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 Muhlenberg Township Authority specifications.

1.40 **SEWER:** Shall mean any pipe, main or conduit constituting a part of the Sewer System and used or usable for collection and transportation of Sanitary Sewage and Industrial Wastes.

1.41 **SEWER SYSTEM:** Shall mean all facilities and property owned by the Authority, as of any particular time, including but not limited to facilities for collecting, pumping, conveying and treating Sanitary Sewage and Industrial Wastes.

1.42 **STANDARD CONSTRUCTION SPECIFICATIONS:** Shall mean the current standard construction and material specifications for both water and sanitary sewer extensions of the Authority and duly approved by resolution of the Authority.

1.43 **TEMPORARY SERVICE:** A service for circuses, bazaars, fairs, construction work, irrigation of vacant property, trailers or trailer camps and similar uses that because of their nature will not be used steadily or permanently.

1.44 **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.

1.45 **WASTEWATER:** Shall mean Sanitary Sewerage or Industrial Wastes or any combination thereof.

## **SECTION 2 - CONDITIONS OF SERVICE**

2.1 **GENERAL:** The Authority will furnish water and sewer service only in accordance with these Rules as they may be amended from time to time. These Rules are hereto made and are a part of every application, contract, agreement or license entered into between the Owner or Customer and the Authority. These Rules 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, or any part, and in whole or in part to substitute new Rates, Rules, which when altered and amended shall forthwith, without notice become and thereafter be 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.

2.2 **SERVICE CONDITIONS - GENERAL:** Before water or sewer service will be provided by the Authority, the applicant for service shall be in compliance with all of the terms of these Rules, and the applicant shall have paid any applicable connection fees, customer facilities fees and tapping fees, as referenced herein, and shall have paid any other fees and charges due to the Authority.

### 2.3 **METERED WATER SERVICE:**

a. General Rule. Each Premises shall be served through a separate service line connection, a separate service extension line and through a separate meter.

b. Waiver by Board. The Board of the Authority may, in its sole discretion, permit multiple services to be provided through a single meter. Provided, however, that every such request shall be made in writing and approved by the Authority

before such service is installed.

c. Multiple Premises - One Meter. In situations pre-dating these Rules, or under subparagraph b. above where water service to separate buildings (or separate Premises within a building) owned by the same party, whether on the same or separate lots and occupied by separate tenants, is supplied through one meter, each separate building (or Premises) so supplied shall be subject to the same charge as would be applied if separate appropriately sized service connections had been made. The Authority shall determine the appropriate size of such connections, along with meter sizes, and its determination shall be conclusive. Charges for service where more than one Premises are billed through one meter shall be billed to the owner only (not to tenants).

**2.4 DUTY TO NOTIFY AUTHORITY OF CHANGES IN "PREMISES":** The Customer or Customers 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.

**2.5 BILLING TENANTS:** Should the owner desire that the Authority conduct business directly with the tenant of 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 therefore. The property owner shall be secondarily liable on all tenant billings according to the terms of Act, 53 P.S. Section 5607(d)(10) and (11).

**2.6 DISCONTINUANCE OF SERVICE:**

a. By Customer: Any Customer may terminate his service contract with Authority 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.

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.

b. By Authority: Service may be discontinued by the Authority for any of the following reasons:

i. For non-payment in accordance with paragraphs 14.4 and 14.5 hereof;

ii. For misrepresentation in the application;

iii. 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.

iv. For willful waste of water through improper or imperfect pipes, fixtures or otherwise.

v. For failure to maintain in good order the service lines and fixtures owned by the customer or leased by him.

vi. For tampering with 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.

vii. In case of continued vacancy of the Premises.

viii. 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.

ix. 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.

x. Where the contract has been in any way terminated by the Customer.

xi. 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, except an Acceptable Interconnection.

xii. 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 in any way impair water service furnished to other Customers.

xiii. For Premises where apparatus, appliances or equipment using water is dangerous, unsafe and not in conformity with any laws or ordinances.

xiv. For fraud or abuse.

xv. For failure to abide by the Rules, specifically regarding Cross-Connections and Interconnections, as set forth in Section 15 hereof.

xvi. For violation of these Rules in general, or other

requirements governing water or sewer service furnished by the Authority.

**2.7 REINSTATEMENT OF SERVICE AFTER DISCONTINUANCE:** Service may be reinstated 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, including payment of any required deposit.

**2.8 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. Breach of this provision shall subject the Customer to permanent discontinuance of service.

**2.9 SUSPENSION OF SERVICE DUE TO EMERGENCY:** The Authority shall have the right as necessity may arise in any case of breakdown, emergency or for any other unavoidable cause, to shut 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 shut-off. When a supply of water is to be temporarily shut 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.

**2.10 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.

### **SECTION 3 - APPLICATION FOR SERVICE AND CONTRACTS**

**3.1 APPLICATION FOR WATER OR SEWER SERVICE:** A written application, prepared on the form furnished by the Authority, must be submitted to the Authority for the purpose of requesting 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 tenant, but the landlord shall be liable on all tenant billings, and said application to be subject to the requirements relative to deposits and fees as hereinafter set forth. Where more than one Premises is served by a single meter, and where the Authority specifically agrees to serve on that basis, the landlord shall be the applicant for service. The customer and/or applicant must certify that no lead exists within the Premises.

**3.2 INFORMATION ON APPLICATIONS:** Each applicant for a water or sewer service line 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.

**3.3 APPROVAL OF APPLICATIONS:** Applications are merely written requests for service line connections and/or water or sewer service. All applications are subject to approval of the Authority and are subject to payment of all required fees and compliance with all regulations relative thereto prior to commencement of the work or service requested therein.

**3.4 APPLICATIONS, A CONTRACT:** The application for service shall be a binding contract on both the Customer and the Authority upon approval by the Authority. Rates for water and sewer service shall accrue from the date the water and/or sewer service has been connected and water is available to the Premises.

**3.5 CONTRACT WITH DELINQUENTS:** No agreement will be entered into by the Authority with an applicant for water or sewer service, whether owner or tenant until all arrears for water or sewer, 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.

**3.6 TERM OF CONTRACT:**

a. All contracts covering metered water supply service shall continue in force from month to month or quarter to quarter, subject to the billing period, unless ten days' written notice is given by either party of a desire to terminate the contract. Excepting in the case of delinquent accounts and those cases discussed in Section (b) of this Paragraph when written notice as aforesaid, is given by the Customer of a desire to terminate the contract and water is turned off at the curb at the end of any month or quarter, subject to the billing period, no further charge for water service will be made from the date of such turn-off until service is again turned on.

b. Community swimming pools requesting service shall be

billed on a basis of the actual period for which service is required.

**3.7 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 Rate Schedule, 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 temporary connection approved by the Authority, and shall not be permitted to flow into the house fixtures.

d. For standby or 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.

h. If deemed necessary by the Authority.

**3.8 GOVERNMENTAL REGULATIONS A PART OF CONTRACT:** All contracts for water services 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.

**3.9 NEW APPLICATION UPON CHANGE IN OWNERSHIP OR TENANCY OR CONDITIONS OF WATER OR SEWER 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 days' notice, to discontinue the water supply until such new application has been made and approved.

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 and sewer service, or whose change

in operations results in an increase in the use of water or sewer, shall immediately give the Authority written notice of the nature of the change and, if necessary, amend their application.

In instances where conditions change such that water and/or sewer usage increases, the Customer shall be liable for an additional tapping fee computed in accordance with the resolutions of the Authority then in effect.

**3.10 RENEWAL OF SERVICE FOLLOWING REPAIRS:** Water and sewer service will be renewed following repairs to a service line connection or service line extension 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.

**3.11 CONDITION OF PLUMBING SYSTEM/AUTHORITY NOT LIABLE:** The piping and fixtures on the property of the Customer shall be in satisfactory condition at the time service facilities (including meters) are connected and water furnished or sewer service provided and at all times thereafter. If piping is not suitable for a meter connection, service will not be provided. The Authority 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 (including leakage or plumbing problems arising at the time of work performed by the Authority), 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.

#### **SECTION 4 - DEPOSITS**

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

a. Cash deposits are required from Customers taking service for a period of less than thirty days, in an amount equal to the estimated gross bill for such temporary period. Cash deposits may be required with all applications for service and may be required in all cases involving contracts with tenants and service to Customers in bankruptcy proceedings, provided that in no instance will deposits be required in excess of the estimated gross bill for any single billing period plus one additional billing period, the maximum period not to exceed six (6) months with a minimum deposit of \$60.00 (residential) and \$300.00 (commercial and industrial). Deposits may be required from 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. Where the Customer may desire to discontinue service the Authority will apply said deposit to the final bill once a notice to discontinue service has been received, said notice to be rendered.

## **SECTION 5 - SEWER LATERALS AND SERVICE CONNECTIONS/PROCEDURE AND SPECIFICATIONS**

5.1 **GENERAL REQUIREMENTS:** When used in these Rules, the term "sewer lateral" refers to the sewer line connected into a sewer main owned by the Authority, under the street right-of-way, extending to a point usually at or about the ultimate right-of-way or curb line of the street, and typically ending at a sewer house trap. The installation of all lateral connections to Authority sewer mains is subject to the submission of a written application to the Authority with plans and drawings in such detail as the Authority may require, and to approval of those plans by the Authority. No connection shall be made to the Authority's sanitary sewer system unless the manner in which the connection is made and the materials and workmanship employed in effecting such connection shall comply with the requirements set forth at Section 5.3 below as well as the Township plumbing code and the Authority's standard construction specifications. It shall also be necessary for all sewer connections to comply with any special requirements imposed under Section 16 of these Rules. The Authority reserves the right to determine the size and the kind of sewer laterals, from the sewer main to the house trap.

### **5.2 SEPARATE SEWER LATERAL AND SERVICE CONNECTIONS:**

a. General Rule - Each Unit shall be connected separately and independently with a sewer main through a separate sewer lateral and sewer service connection.

b. Special Exception - Grouping of more than one unit on one sewer service shall not be permitted except under special circumstances and for good sanitary reasons or other good cause shown and then only after special permission of the Authority, in writing, shall have been secured and subject to such rules, regulations, and conditions as may be prescribed by the Authority. Further, in the event a single connection is permitted to serve a double house or multiple condominiums, it will be necessary for the property owners to sign an agreement (which the Authority may record in the office of the Recorder of Deeds) relieving the Authority of any responsibility or obligation caused by or resulting from installation of a single sewer connection. The agreement shall provide that any disagreement between the parties

concerning future maintenance of the common sewer line will be sufficient cause for the Authority to require the install additional connections to the sewer main to provide individual service to each Unit, or to perform such work with Authority personnel. The installation of such separate Sewer Laterals and sewer service connections shall be made at the joint and several expense of the property owners signing the agreement.

### 5.3 NEW SEWER LATERALS/COSTS AND PROCEDURE.

a. Tapping Fees. Each owner or developer shall pay the Authority's tapping fee then in effect, in full, before installation of any sewer lateral.

b. Cost Estimate. With respect to every sewer lateral to be installed, Authority shall provide owner with a cost estimate for Authority personnel to install the lateral. The estimate will be calculated based on the length and depth of the lateral, and other field conditions. Based on those facts, the Authority will estimate costs based on actual labor costs anticipated, plus materials required, permit fees (if any) for which the Authority would be responsible and other actual foreseeable costs needed to accomplish the work.

c. Acceptance of Estimate. If owner/developer accepts the Authority estimate, such acceptance will be confirmed in writing, and the Authority will proceed to perform the installation. Authority will bill owner on a "time and materials" basis for performance of the work. Laterals installed by the Authority shall be Authority property. Water and sewer service shall not be commenced to the property served through the lateral until the owner has paid all Authority installation charges, in full.

d. Private Contractors. Subject to subparagraph g. below, the owner/developer may decline the Authority's cost estimate and cause the installation of the lateral to be performed by a private contractor, in accordance with the following. All contractors shall be qualified to perform the work and shall be reputable and fully insured. Owner and contractor are jointly and severally liable to the Authority for any damage caused to the Authority sewer system in the course of private installation, and all such damages must be paid to the Authority in full before service will be instituted. Owner shall be responsible for applying for and obtaining all necessary street opening permits, from the Township, or from PennDOT, and for payment of all associated fees. All contractors engaged by owner shall comply with all federal, state and local requirements, and with these rules. All privately installed laterals shall be dedicated to the Authority as set forth in these Rules.

e. Inspection/Costs. All sewer laterals installations performed by private contractors shall be subject to inspection

and approval by the Authority. Any defects noted shall be corrected to the satisfaction of the Authority. All costs and charges for Authority's personnel or consulting engineer to observe and inspect private installations shall be paid by owner/developer, in full, before the institution of sewer service commences.

f. Deposit.

(i) Sewer Lateral Only. In instances where only a sewer lateral is being installed (and where the property is already served with Authority water), the Authority will require advance payment of all anticipated inspection and construction observation costs, permit fees and other foreseeable costs as a condition of commencement of the work;

(ii) General. In all other cases, where the Authority will perform sewer lateral installation, the Authority reserves the right to require advance payment from the owner/developer of a deposit in the amount of the cost estimate prepared by the Authority, plus all anticipated inspection and construction observation costs, permit fees and other foreseeable costs, and in instances where a contractor will perform the work, Authority may require a deposit for inspection and construction observation costs.

g. Reservation of Right to Install. The Authority reserves the right to require, in any particular instance or instances, that the sewer lateral installation shall be performed by it and not by a private contractor. Such determination shall be made at the sole discretion of the Authority.

**5.4 DEDICATION OF LATERALS:** All sewer laterals shall be offered for dedication to the Authority, and shall become part of the municipal sewer system of the Authority upon acceptance of dedication. In instances where the Owner, through its contractor or plumber has installed one or more Sewer Laterals, those laterals shall be offered for dedication on forms prescribed by the Authority. In such instances, the Authority shall accept dedication only after the laterals have been property inspected, tested and depicted on "as built" drawings satisfactory in form and substance to the Authority and delivered to the Authority in as many counterparts and in such form (paper, electronic, etc.) as the Authority shall require. In instances where Sewer Laterals are installed by Owners' contractor and dedicated to the Authority, the Owners shall remain responsible for maintenance of such Sewer Laterals for a period of eighteen (18) months from the date of acceptance of dedication.

**5.5 SPECIAL REQUIREMENTS:** Whenever, in the opinion of the Engineer or other duly authorized representative of the Authority, special conditions require additional safeguards or more stringent

specifications to be observed, then, and in that event notwithstanding any other provisions of these Rules or requirements of the Township's Plumbing Code, the Authority specifically reserves the right to refuse to permit a connection to be made to its sewer system until such special requirements or specifications as may be stipulated by the Authority or its Engineer have been satisfied.

**5.6 MAINTENANCE OF SEWER LATERALS:** The Authority will maintain all Sewer Laterals, provided however that Sewer Laterals installed by or at the request of a property Owner shall remain the maintenance responsibility of the party requesting the installation of such Sewer Lateral for a period of eighteen (18) months from acceptance of dedication of each such Sewer Lateral by the Authority as set forth at paragraph 5.4 above.

**5.7 INSTALLATION OF SEWER INTERCEPTORS AND SEPARATORS:**

a. General - Harmful discharges to the sewer system are prohibited. Interceptors and/or separators shall be required to be installed as set forth below or wherever in the sole judgment of the Authority they are deemed necessary to protect the integrity and safety of the sewer system.

b. Grease Interceptors - A grease interceptor shall be required to receive the grease-laden drainage from plumbing fixtures and equipment located in the food preparation areas of commercial and industrial establishments. This includes, but not by way of limitation, facilities such as: restaurants, motels, hotels, bars, cafeterias and schools.

c. Oil Interceptors - An oil interceptor shall be required to receive drainage from work areas of commercial and industrial establishments where the possibility exists that petroleum products could become mixed with wastewater. This includes, but not by way of limitation, repair garages, gasoline stations and factories.

d. Special Purpose Interceptors - Interceptors shall be required at commercial and industrial establishments where the nature of their operation is such that a substance detrimental to the sewer system could enter the wastewater stream. Sand or grit from car washes, string or rags from commercial laundries, and animal parts from butcher shops are examples of facilities where special purpose interceptors may be required.

e. Accessibility and Maintenance - Each interceptor or separator shall be installed so as to be readily accessible for service and maintenance. Interceptors and separators shall be maintained by periodic removal of accumulated grease, scum, oil, solids, etc. and by disposal of the material in a lawful manner.

f. Specifications - The style, type and location of each interceptor or separator shall be approved by the Township Plumbing Inspector using the specifications of the latest edition of the BOCA Basic National Plumbing Code as guidelines.

g. Inspection and Records - The Township Plumbing Inspector may make periodic inspections of these facilities and associated records to assure proper installation, maintenance and disposal procedures are being practiced. Written records, maintained by the property owner or facility management, shall be required to document required maintenance and lawful disposal of all accumulated material.

**5.8 OWNER RESPONSIBLE FOR COSTS:** All costs and expenses for the construction of all Sewer Laterals and Sewer Service Lines, including all labor, materials, costs of pressure testing, and all costs of construction observation and inspection by the Authority, shall be paid by the Owner of the Improved Property to be connected; and such Owner shall indemnify and save harmless the Authority from all loss or damage which may be occasioned, directly or indirectly, as a result of construction of each Sewer Lateral and Sewer Service Line. The Owner shall be responsible for all costs associated with compliance with these Rules concerning Sewer Laterals and Sewer Service Lines generally.

**5.9 WATER CONTAMINATED BY USE:** All water contaminated by use must be discharged into the sewer, including water from sinks and washing machines. Conversely, the discharge to the sanitary sewer system of roof, storm, surface, or building foundation water or drainage is expressly prohibited. Floor drains in basements subject to groundwater infiltration or flooding must be removed or permanently and thoroughly sealed.

**5.10 LIABILITY FOR IMPROPER DISCHARGE:** Any person who discharges or permits to be discharged any material to the Authority's sanitary sewer system except through approved connections will be subject to such charges as the Authority may establish and shall hold harmless and indemnify the Authority from any costs and charges imposed by any governmental agency with jurisdiction, in addition to being subject to any penal provisions imposed by the City of Reading, DEP or the U.S. EPA

**SECTION 6 - WATER LATERALS AND SERVICE CONNECTIONS/PROCEDURE AND SPECIFICATIONS**

**6.1 GENERAL REQUIREMENTS:** When used in these Rules, the term "water lateral" refers to the pipe tapped into a water main of the Authority, under the street right-of-way, extending to a point usually at or about the ultimate right-of-way or curb line of the street, and typically ending at a curb stop valve or meter pit, if a meter pit for water service is required by the Authority. The installation of all water laterals to Authority water mains is

subject to the submission of a written application to the Authority with plans and drawings in such detail as the Authority may require, and to approval of those plans by the Authority. No lateral shall be connected to the Authority's water system unless the manner in which the connection is made and the materials and workmanship employed in effecting such connection shall comply with the requirements set forth at Section 6.3 below as well as the Township plumbing code and the Authority's standard construction specifications. The Authority reserves the right to determine the size and the kind of water laterals, from the water main to the curb stop (or meter, in cases where meter pits are required).

#### **6.2 SEPARATE WATER LATERALS AND SERVICE CONNECTIONS:**

a. General Rule - Each Unit shall be connected separately and independently with a water main through a separate Water Lateral and Water Service connection. Grouping of more than one unit on one Water Service shall not be permitted. The Water Lateral connection shall be installed from a main located in front of the Premises. However, the Authority reserves the right to approve Water Lateral connections at locations other than immediately in front of the Premises when it is determined to be in the best interests of the Authority water system to do so. All Water Lateral connections must be made to main mains which abut the property for which service is requested.

b. Special Exception - In those instances in which, for any reason, two or more Customers are supplied water through a single water 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 provide a separately controlled service line connection/extension.

#### **6.3 NEW WATER LATERALS - COSTS AND PROCEDURE:**

a. Tapping Fees. Each owner or developer shall pay the Authority's tapping fee then in effect, in full, before installation of any water lateral.

b. Cost Estimate. With respect to every water lateral to be installed, Authority shall provide owner with a cost estimate for Authority personnel to install the lateral. The estimate will be calculated based on the length and depth of the lateral, and other field conditions. Based on those facts, the Authority will estimate costs based on actual labor costs anticipated, plus materials required, permit fees (if any) for which the Authority would be responsible and other actual foreseeable costs needed to

accomplish the work.

c. Acceptance of Estimate. If owner/developer accepts the Authority estimate, such acceptance will be confirmed in writing, and the Authority will proceed to perform the installation. Authority will bill owner on a "time and materials" basis for performance of the work. Laterals installed by the Authority shall be Authority property. Water service shall not be commenced to the property served through the lateral until the owner has paid all Authority installation charges, in full.

d. Private Contractors. Subject to subparagraph g. below, the owner/developer may decline the Authority's cost estimate and cause the installation of the lateral to be performed by a private contractor, in accordance with the following. All contractors shall be qualified to perform the work and shall be reputable and fully insured. Owner and contractor are jointly and severally liable to the Authority for any damage caused to the Authority water system in the course of private installation and all such damages must be paid to the Authority in full before water service will be instituted. Owner shall be responsible for applying for and obtaining all necessary street opening permits, from the Township, or from PennDOT, and for payment of all associated fees. All contractors engaged by owner shall comply with all federal, state and local requirements, and with these Rules. All privately installed laterals shall be dedicated to the Authority as set forth in these Rules.

e. Inspection/Costs. All water laterals installations performed by private contractors shall be subject to inspection and approval by the Authority. Any defects noted shall be corrected to the satisfaction of the Authority. All costs and charges for Authority's personnel or consulting engineer to observe and inspect private installations shall be paid by owner/developer, in full, before water service commences.

f. Deposit. The Authority reserves the right, in instances where the Authority will perform water lateral installation, to require advance payment from the owner/developer of a deposit in the amount of the cost estimate prepared by the Authority, plus all anticipated inspection and construction observation costs, permit fees and other foreseeable costs, and in instances where a contractor will perform the work, Authority may require a deposit for inspection and construction observation costs.

g. Reservation of Right to Install. The Authority reserves the right to require, in any particular instance or instances, that the water lateral installation shall be performed by it and not by a private contractor. Such determination shall be made at the sole discretion of the Authority.

**6.4 DEDICATION OF LATERALS:** All water laterals shall be offered for dedication to the Authority, and shall become part of the municipal water system of the Authority upon acceptance of dedication. In instances where the owner, through its contractor or plumber has installed one or more water laterals, those laterals shall be offered for dedication on forms prescribed by the Authority. In such instances, the Authority shall accept dedication only after the laterals have been properly inspected, tested and depicted on "as built" drawings satisfactory in form and substance to the Authority, and delivered to the Authority in as many counterparts and in such form (paper, electronic, etc.) as the Authority shall require. In instances where Water Laterals are installed by Owners' contractor and dedicated to the Authority, the Owners shall remain responsible for maintenance of such water laterals for a period of eighteen (18) months from the date of acceptance of dedication.

**6.5 REPLACEMENT/CHANGE OF LOCATION OF WATER LATERAL:** Where replacement of a water lateral 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 water lateral at some other location and agrees to pay all expenses of such relocation, the Authority may approve the new water lateral and connection at the location desired, provided a new water service connection is approved and installed in accordance with plans delivered to the Authority, at the sole cost and expense of the customer.

**6.6 MAINTENANCE OF WATER LATERALS:** The Authority will maintain all Water Laterals, provided however that Water Laterals installed by or at the request of a property Owner shall remain the maintenance responsibility of the party requesting the installation of such Water Lateral for a period of eighteen (18) months from acceptance of dedication of each such water lateral by the Authority as set forth at paragraph 6.4 above.

**6.7 INSTALLATION OF WATER SERVICE LINE:** The installation of the Water Service Line, that is, the service line extending from the outlet side of the curb stop to the Premises, and all required appurtenances, shall in each instance be installed by and at the expense of the Customer. The installation shall be in accordance with the following requirements:

a. General - The portion of the service line extension installed by the Customer shall be not less in size and quality than the service line in the street laid by the Authority, and shall be laid not less than four feet below the surface, and shall not be covered until the tap on the Main is made and both the lateral and service line are tested. If any defects in workmanship are found, the service shall not be turned on until such defects are remedied. All plumbing connections should be able to withstand a pressure of at least 150 psi.

b. Installation Details - The installation shall include a connection of the service line to the outlet side of the curb stop, extension of the service line from the outlet side of the curb stop to a point within the building wall or facilities housing the meter, a valve approved for the use of water and meeting current Plumbing Codes, the same size as the service line, on the street side and immediately before the meter, a valve approved for the use of water and meeting current Plumbing Codes and backflow preventer on the outlet side of the meter. All facilities inside the building shall be located so as to be readily accessible, protected from freezing and shall provide proper drainage for the piping in the building. The installation shall be made by skilled and qualified workmen. The Contractor for the Customer shall notify the Authority when the service line extension will be installed, in order to permit the Authority to inspect the placement of the meter setting. The service line extension shall be laid in a straight line between the curb stop and the Premises unless otherwise approved in writing by the Authority.

c. Additional Requirements - The Authority reserves the right to require any owner to install on or in conjunction with his service line extension, 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.

**6.8 MAINTENANCE OF WATER SERVICE LINES:** All Water Service lines and related equipment shall be owned by the Customer and shall be maintained by the Customer in satisfactory condition; and all valves, meters and appurtenances furnished and owned by the Authority and on the property of the Customer, if any, 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 Water Service Line 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 water service line 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.

In cases where services are frozen, the Authority will, at its own expense, thaw out the water lateral to the curb stop. The thawing out of the water service line 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 feet as required, the Authority shall have the right to require it to be relocated before service is resumed.

**6.9 REQUIREMENT OF METER PITS:** In cases where the length of the Water Service Line exceeds 60 feet and in all other cases where the Authority determines it to be appropriate, the Authority may 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.

**6.10 GENERAL: PIT METERS/CURB STOPS/SIDEWALKS:**

a. Pit Meters - When pit meters 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.

b. 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. 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 extension, 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 corporation 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 and make a satisfactory deposit to ensure the payment of future water bills; the minimum charge to be as is then in effect.

c. Sidewalks - Prior to a customer constructing 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 or curb box height shall be adjusted to the new grade. 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.

**6.11 OWNER RESPONSIBLE FOR COSTS:** All costs and expenses for the construction of all Water Laterals, including all labor, materials, costs of pressure testing, disinfection and all costs of construction observation and inspection by the Authority shall be paid by the Owner of the Improved Property to be connected; and such owner shall indemnify and save harmless the Authority from all loss or damage which may be occasioned, directly or indirectly, as a result of the construction of each Water Lateral and Water Service Line. When meter pits are installed at the curb, the entire installation including pit, cover, riser pipe and other appurtenances shall be installed at the expense of the customer. The meter installation will be done by Authority. The Owner shall be responsible for all costs associated with compliance with these Rules concerning Water Laterals and Water Service Lines generally.

**6.12 HIGH VOLUME WATER USAGE/BOILER REQUIREMENTS:** Should the use of water through a Water Service Line become excessive during periods 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 may require the installation of properly designed and adequate storage and other required facilities on the system of the Premises involved. Such facilities shall include all piping, valves, fittings, storage structures, pumps, automatic controls and 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 design of such systems shall be subject to approval by the Authority. The cost of design and installation, together with Authority's engineering review fees, if any, shall be the responsibility of the Customer.

In instances in which steam boilers take a supply of water directly from the Water Service line and depend upon the hydraulic or hydrostatic pressure in the water system of the Authority for their supply under working pressure, it will be at the sole risk of the parties making such attachments, and 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 collapse when water is shut off from the distribution systems. The Authority will in no case be responsible for accidents or damages resulting

from failure to observe this rule or due to conditions in its distribution system or from the imperfect action of any such valves, or due to any other causes.

## SECTION 7

### NEW SERVICE/WATER AND SEWER MAIN EXTENSIONS/ DEVELOPER AGREEMENTS AND RELATED MATTERS

7.1 **GENERAL:** The extension of water and sewer mains to and from, or connected to, the utility system of the Authority, as well as the installation of capital improvements which may become necessary by virtue of additional development and demands upon service by the Authority such as water storage tanks, sewer pump stations, water booster pump stations and other capital improvements, shall be installed in accordance with the following Rules and in accordance with the Municipality Authorities Act, 53 Pa.C.S.A. §5601, et seq. All water and sewer Main extensions shall be connected to main water and sewer lines owned by the Authority (unless expressly agreed in writing by the Authority to the contrary), and all such improvements shall be dedicated to and become property of the Authority after inspection and acceptance by the Authority, in accordance with these Rules.

7.2 **WHEN MAIN EXTENSION OR CAPITAL IMPROVEMENTS ARE REQUIRED:** A Main extension or capital improvements shall be required by the Authority in all or any one of the following instances:

a. For the furnishing of Service to an individual Premises whose property line does not abut a Main water and/or sewer line installed in a public or private right of way and owned by the Authority.

b. For the furnishing of Service to a group of individual Premises whose property lines do not abut Main water and/or sewer lines installed in a public or private right of way and owned by the Authority.

c. For the furnishing of Service to a group of Premises located within the limits of a recorded plan of lots where the developer of the plan is desirous of obtaining Service for the lots.

d. 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 Mains are installed in public rights of way, or where existing Authority-owned lines are not capable of producing the requested fire flows.

e. For the furnishing of a requested quantity or pressure of water service for a Premises or group of Premises which is beyond the capability of the existing Authority system in the area

where service is required.

f. For furnishing sewer service in an area which will not gravity flow to the municipal system of the Authority, and where pumping is required.

g. Such other similar instances.

**7.3 MINIMUM LENGTH OF WATER MAIN EXTENSION/WATER BOOSTER PUMP STATION(S)/WATER STORAGE TANK(S):** The extension of a Main shall include the entire quantity of pipeline and appurtenant facilities required to conduct the supply of water from the existing distribution system of the Authority to the midway point of the frontage of the last property for which the owner has requested water service.

All developers shall extend water Mains for the entire length of any roads or cartways, as those roads or cartways are shown on the approved subdivision plans, from the point of connection to the existing Authority water Main to the terminus of such roads or cartways at the property line of the developer, or to the end of any cul-de-sac. The Authority may waive this provision regarding spur roads in whole or in part, but only by Board action taken at a regular or specially convened meeting of the Authority.

Where an individual Premises for which Service is requested is situated on land having extensive frontage on the public right of way beyond the Premises, the limit of the required extension shall be based on the minimum frontage required for a buildable lot as set forth in the zoning code of the municipality in which the property is located.

In the event that water pressure within any development or subdivision is insufficient to allow for adequate flow and pressure of water, as determined by the Authority or by DEP regulation, to serve the residences or commercial or industrial users within the development, the Developer shall be responsible for the planning, construction and dedication to the Authority of a water booster pump station, water storage tank or other capital improvements sufficient to provide adequate water pressure within the development. The plans for such pumping facilities and/or water tanks shall be subject to the review procedure set forth in these Rules. Upon the satisfactory completion of such facilities, such pumping facility and/or water tanks shall be offered for dedication in accordance with the provisions of this Section 7. All costs associated with the planning, construction and maintenance (for the required 18-month period) of such pumping facility and/or water tank shall be the sole responsibility of the applicant/developer.

**7.4 MINIMUM LENGTH OF SEWER MAIN EXTENSION/SEWER PUMP STATION(S):** The extension of a sewer main shall include the entire quantity

of pipeline and appurtenant facilities required to conduct the flow of sewage from the Premises constructed or to be constructed to the existing sewer collection system of the Authority. Sewer collection mains in existing Authority rights-of-way shall extend, at a minimum, to the mid-way point of the frontage of the last property for which the owner has requested sewer service.

All developers shall extend sewer mains for the entire length of any roads or cartways, as those roads or cartways are shown on the approved subdivision plans, from the point of connection to the existing Authority main or any main otherwise installed by the developer to the terminus of such roads or cartways to the property line of the developer or to the end of any cul-de-sac. The Authority may waive this provision regarding spur roads in whole or in part, but only by Board action taken at a regular or specially convened meeting of the Authority.

For an individual Premises for which sewage service is requested situated on land having extensive frontage on the public right-of-way beyond the Premises, the limit of the required extension shall be based on the minimum frontage required for a buildable lot as set forth in the zoning code of the municipality in which the property is located.

In the event that sewer main extensions within any subdivision shall require pumping in order to allow for flow of sewage into the collection system of the Authority, the developer shall be responsible for the planning, construction and dedication to the Authority of such sewer pump station. The plans of such pumping facilities shall be subject to the review procedure set forth in paragraph 7.7 below. Upon the satisfactory completion of such facilities, such pumping facilities shall be offered for dedication in accordance with the provisions of this Section 7. All costs associated with the planning, construction and maintenance (for the required 18-month period) of such pumping facilities shall be the sole responsibility of the applicant/developer.

**7.5 SEWER PUMP STATION(S)/WATER BOOSTER PUMP STATION(S)/ WATER STORAGE TANK(S)/CAPITAL FACILITIES:** In the event a sewer pump station, water booster pump station, water storage tank or other structure or capital improvement is necessary in order for the water and sewer systems of the Authority to be made adequate to meet the needs of an owner or developer, the owner or developer shall cause such improvements to be constructed on a lot or lots owned or acquired by the owner or developer, with such lot to be shown as a separately conveyable lot on a zoning and subdivision plan, subject to Township approval, and subject to all subdivision and/or land development requirements of Muhlenberg Township. Such lot, with improvements thereon, shall be dedicated to the Authority by a Deed of Dedication by which good and marketable title is conveyed to the Authority, upon the final completion,

inspection and satisfactory testing of the capital improvements located and constructed on the lot, and upon acceptance of the lot by the Authority.

**7.6 EXTENSION OF WATER/SEWER SYSTEMS/CAPITAL IMPROVEMENTS:** Extensions of water or sewer lines may, at the option of Authority, be performed by the Authority for the benefit of the owner or developer, on such conditions and after the provision of such owner or developer of financial security adequate to cover the full cost of the work. Generally, water and sewer improvements necessary to serve new development within the Township shall be constructed and installed by the owner or developer seeking service (or qualified contractors engaged by such owner or developer), subject to these Rules.

**7.7 DEVELOPER AGREEMENT/AUTHORITY REQUIREMENTS.** In all instances where an Owner or Developer seeks to extend the water or sewer systems of the Authority in order to meet development needs, or to construct capital improvements necessary to provide adequate service to its property, such improvements shall be installed with the intent that the improvements, once completed, shall become part of the municipal water and sewer systems of the Authority. An owner or developer seeking water or sewer service from the Authority at a location or locations not previously served by the Authority, or through laterals, meter chambers or water and/or sewer Mains proposed by the Developer, service will be provided by the Authority only if all improvements contemplated by the Developer are performed under and subject to the terms of these Rules. In each such instance in which the project is to be performed by the Owner/Developer, the Authority will require (i) the execution between the Owner/Developer and the Authority of a binding Municipal Improvements Agreement, (ii) the Authority will require dedication of portions of the water and sewer system improvements as determined by the Authority to become part of the municipal water and sewer systems of the Authority, (iii) the Authority will require easement agreements (if necessary) in accordance with these Rules, and (iv) the Authority will require conformity with the installation standards of the Authority, in accordance with these Rules. Owner/developer shall be responsible for all costs associated with capital work performed to meet its needs, or at its request, in accordance with Section 7.10 hereof.

a. Municipal Improvements Agreement. The terms and conditions of the required Municipal Improvements Agreement shall incorporate the requirements of the Authority as set forth in these Rules. The Municipal Improvements Agreement shall contemplate dedication of completed water system improvements and sewer system improvements to the extent the Authority requires those improvements to become part of its municipal systems following satisfactory completion, testing and acceptance of the work. The Municipal Improvements Agreement also shall provide for the Developer, or the party in fee title to the development real

estate, to grant the Authority an easement or easements, satisfactory in size, scope, terms and conditions to the Authority, providing for full access, ingress, regress and such rights as the Authority may require to repair, replace and maintain water and sewer system improvements to be dedicated to the Authority. The Developer shall be responsible for preparation of a drawing of each easement area required by the Authority, together with a separate legal description, in metes and bounds format, to be attached to such easement agreements. The Municipal Improvements Agreement shall set forth the cash escrow requirements, financial security requirements and maintenance financial security requirements of the Authority, as provided by law and as set forth elsewhere in these Rules. The Municipal Improvements Agreement shall provide:

(i) A statement of the cost of all work to be borne by the owner/developer, which cost shall be subject to prior review and approval by Authority.

(ii) The materials and workmanship shall be in accordance with the Specifications of the Authority. Certain specified requirements in this regard are set forth in Section 7.11 hereof.

(iii) A statement of required insurances, which shall include, at a minimum \$1.0 million of Comprehensive General Liability Insurance with the Authority and its consulting engineers named as additional insured parties by endorsement;

(iv) The Contractor shall provide the Authority with certificates of insurance in the amounts specified by the Authority.

(v) 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 to the Authority for its use and benefit, in a form acceptable to the Authority.

(vi) The ownership and title to all installations shall be conveyed to and vested in the Authority following completion, inspection, pressure testing, bacteria testing (as needed) and acceptance by Authority.

(vii) The owner shall be responsible for all Authority costs incurred in connecting to existing Authority facilities.

(viii) The Authority will accept dedication of improvements only after delivery to the Authority of two bound copies of equipment and process improvement shop drawings, two bound copies of Operation and Maintenance Manuals, and one CD of

AutoCAD (latest version) and two full size record "as-built" plans and drawings, including exact locations, elevations and distances of all water and sewer system improvement work performed by the Developer, both onsite and offsite (if applicable), which as-built plans shall show all deviations in the field from the original plans delivered to the Authority, in which as-built drawings shall be delivered in both paper and electronic (CAD) format. The as-built drawings shall be subject to approval by the Authority and its consulting engineer.

(ix) All work shall be inspected on a full-time basis by the Authority's representative, the owner to be responsible for the payment of all inspection costs.

(x) All water lines and sewer lines shall be constructed in complete accordance with the Authority's standards and specifications, and in accordance with applicable federal, state and local statutes, ordinances and regulations.

(xi) The Municipal Improvements Agreement shall additionally include such other related requirements as the Authority, in its reasonable discretion, may deem necessary in view of the particular circumstances and facts involved with the development.

b. Plans. Plans and specifications for extensions and additions to the water or sewer systems of the Authority which are prepared by persons other than the consulting engineer for the Authority must be prepared by qualified engineering firms. The plans shall show the proposed location of water mains and sewer mains, the existing or proposed location of extensions to be made by the developer, the layout of streets and roads, the layout of existing and proposed plans of lots, the location of existing Authority facilities, the location of proposed and existing easements and all other pertinent data, such plans to be in sufficient detail to permit the Authority and its consulting engineers to fully review the plans. Such plans and specifications so prepared shall be signed and sealed by a responsible official of the engineering firm of the owner or developer and submitted for approval of the Authority. No construction of any water or sewer main intended to be connected to the systems of the Authority shall be undertaken until such plans and specifications are approved and until a permit is issued by the Pennsylvania Department of Environmental Protection, Berks County Conservation District and other regulatory agencies, when approvals and permits are required.

c. Dedication/Easements. All extensions shall be located on dedicated streets or on rights of way dedicated for public use. Where required rights of way are not recorded, the Authority shall be provided with a written right of way suitable for recording. Rights of way shall be a minimum width of 20 feet and

to the extent possible the right-of-way shall be uniform in shape, and parallel to property lines with the water and/or sewer line placed in the middle area of the right-of-way. The entire post-construction right-of-way shall be accessible for maintenance. The right-of-way document shall be accompanied by individual legal descriptions and plots for each lot on which the right-of-way is located, as well as an overall right-of-way location plan for the entire project. Such descriptions and plots shall be in form acceptable to the Authority.

d. Developer and Maintenance Responsibilities. The developer or owner shall be responsible for maintenance of any water or sewer main extensions for a period of 18 months following acceptance and dedication of such improvements by the Authority. The owner shall be responsible for maintaining cash security, on deposit with the Authority or under a letter of credit acceptable in form and substance to the Authority of an amount equal to a minimum of 10% of the construction costs as security for owner's maintenance responsibilities for such 18-month period.

e. Future Extensions. All extensions shall be designed in such manner as will permit future extensions thereof with rights of way dedicated therefor whenever applicable. The Authority shall have the right to make further extensions beyond or laterally from extensions installed by an owner or developer, such extensions not to be considered as connections subject to any refund.

f. Financial Security/Developer Work. The owner shall post with the Authority under written agreement, an amount sufficient to pay for the Main extension or other capital work, all in accordance with the provisions of Section 7.8 hereof.

#### **7.8 FINANCIAL SECURITY TO AUTHORITY:**

(a) Payment of Costs. The owner or developer shall deposit with the Authority, prior to the commencement of any work, a sum of money sufficient to pay all the estimated costs contemplated by the Authority, including Authority's engineering, legal and administrative costs associated with the proposed development and the proposed extension of water and sewer system improvements, with the escrow amount to be determined by the Authority in its reasonable discretion. The deposit shall be made upon submittal of plans for review and as a condition of review of those plans and preparation by the Authority of the necessary Municipal Improvements Agreement in order for the work to proceed for extension of the water or sewer systems of the Authority.

(b) Financial Security. The owner or Developer shall provide the Authority with financial security, in the form of cash, a bond in form and substance satisfactory to the Authority, or a letter of credit issued by a commercial bank, subject to such

terms and conditions as shall be satisfactory to the Authority, all in form and amount satisfactory to the Authority and providing that the Authority may draw upon such financial security at any time if the Authority determines that the owner/developer has failed to comply with any term or condition of its Municipal Improvements Agreement with the Authority. The amount of such financial security shall be determined after developer has provided Authority with a written estimate of the total cost of the water system improvements and sewer system improvements included within the development, or required offsite (if applicable) plus a 10% contingency. The Municipal Improvements Agreement shall provide the terms and conditions by which the Authority may release financial security in conjunction with completion of construction, testing, approval and acceptance of water and sewer system improvement work, as the project shall proceed.

(c) Maintenance Security. The owner or developer shall, following completion of the work, dedication to the Authority and acceptance of water and sewer system improvements by the Authority, be responsible for maintenance for an 18-month period and shall be responsible for providing Authority with financial security for the full term of that maintenance period. That financial security may be in the form of cash, a letter of credit or bond. Generally, the Authority prefers that the letter of credit issued for the construction phase remain in place, reduced in amount to the maintenance security amount required, through the maintenance period. However, owner or Developer may place financial security with the Authority, satisfactory to the Authority and in conformity with the Municipality Authorities Act and the Municipality Planning Code. Such financial security for the maintenance period shall equal, at a minimum, 10% of the total construction costs of the water system improvements and sewer system improvements, both on site and off site, constructed and installed by the Developer as part of the project.

**7.9 DEDICATION:** If, after completion of any Main installed by a person or a contracting firm other than the Authority, and if an acceptable offer of dedication is not received immediately upon completion of the work, at the Authority's option, the Authority may withhold water or sewer service, or the Authority may discontinue any service improperly instituted by the developer, or the Authority may require the installation of a master meter at the point of connection to the Authority's main, and the installation of all appropriate valving and other appurtenances necessary in order that all water used in the development may be accurately metered at such master meter, with all costs thereof to be borne by the developer/customer.

**7.10 RESPONSIBILITY FOR COST:** The entire cost of the requested water and/or sewer Main extension, including fire hydrants and other appurtenances shall be borne by the person or persons

requesting or requiring the extension, the Authority to be subject to no cost. The Authority will be subject to payment of such refunds as are agreed in writing.

The cost of a water and sewer Main extension or installation shall include the following as applicable:

- a. The cost of all design and/or plan review.
- b. The cost of pipe of at least eight (8) inch diameter.

The minimum size shall be eight (8) inches in all locations where the line will service as a main line and/or is necessary for proper future expansion and development of the system, except a minimum size of twelve (12) inches shall be provided in high density residential, commercial, industrial and institutional areas. At the Authority's option, the Authority may require the installation of a main larger than eight (8) inches in low density residential areas. If the Authority requires an installation of a main larger than eight (8) inches, the Authority shall be responsible for the difference in material costs only between an eight (8) inch main and the main size required by the Authority.

- 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, air valves, air valve chambers, 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 inspection.
- g. The cost of all governmental permits and inspection.
- h. All legal and administrative and overhead costs.

**7.11 INSTALLATION SPECIFICATIONS:** All water and sewer lines shall be installed in accordance with the detailed specifications of the Authority, some of the pertinent requirements being as follows:

a. The pipe shall be in accordance with the applicable specifications of the American National Standards Institute and of the class required for the pressure conditions in the area and the installation conditions required.

b. The valves shall be in accordance with the Authority Specifications and of the same manufacture as the majority of the valves on the remainder of the comprehensive system, unless

otherwise approved.

c. The fire hydrants shall be in accordance with the Authority Specifications.

d. All water lines shall be laid with a minimum depth of cover of four (4) feet, properly bedded, backfilled, blocked, subjected to a hydrostatic test for leakage and subject to such other requirements.

e. All connections to existing mains shall be completed by the Authority at the cost of the applicant.

f. All extensions shall be subjected to a hydrostatic test of 150 p.s.i. or 1.5 times normal operating pressure, whichever is greater and shall be disinfected in accordance with industry standards.

g. All water system extensions shall be properly disinfected and tested for coliform bacteria. Certified satisfactory test results must be submitted to the Authority prior to institution of service.

**7.12 REFUNDABLE AGREEMENTS:** Under the terms of the Act, a developer or owner assuming financial responsibility for extension of water or sewer Mains may be entitled to enter into an agreement with the Authority, termed a Refundable Agreement, by which the owner or developer is entitled to a portion of tapping fees received by the Authority by virtue of developer's construction of capital improvements comprising the "distribution part" or sewer mains comprising the "collection part" of the municipal system of the Authority in a specified area, along a specified street, etc. The terms of such Refundable Agreements shall provide for refunds of tapping fees to developers, only with respect to new customers who connect directly to the water or sewer mains installed by the developer and pay a tapping fee to the Authority. Those Refundable Agreements shall apply only to the portion of the tapping fee applicable to the work performed by the developer, and Refundable Agreements shall remain in force for no longer than ten (10) years. No refunds of tapping fees under such an agreement shall be made by the Authority to a developer unless the distribution or collection part of the tapping fee is actually received from other consumers or customers for the privilege of obtaining direct service from the extension installed by the developer, or through a service line connection or sewer lateral connected directly to the improvements installed by the developer.

**7.13 CAPITAL IMPROVEMENTS BY AUTHORITY:** In the event the Authority elects to construct an extension to its water or sewer system, or other capital improvements in order to meet the needs of a property owner or developer, the party requesting such service shall be furnished with a preliminary estimate of the

project costs. The Authority and the party requesting service shall enter into a written agreement which shall provide that the developer shall furnish a cash escrow and financial security to the Authority, substantially in accordance with the Authority's escrow and financial security requirements in cases where developers perform work to extend the systems of the Authority, as described at Section 7.8 of these Rules. The party requesting service shall be responsible for the entire project costs, including consulting engineer fees, legal fees, permit fees, insurance costs and all contractors' charges.

In instances where the Authority is to perform capital improvement work to meet the specific needs of an owner or developer, 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 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. The Contractor shall be required to provide the Authority with performance and payment bonds in the full amount of the work construction cost. Upon the receipt of bids in instances where the Authority is performing work to meet the specific needs of an owner or developer, the owner or developer shall have the right to direct the Authority to reject all bids. In that event, developer shall be responsible for all costs incurred by the Authority for preparation of engineered specifications, advertisement costs, legal costs and all other costs associated with the proposed contract. The Authority does not warrant nor guaranty its cost estimates and the owner is responsible for all actual costs regarding Main extensions and capital improvements performed by the Authority to meet the specific needs of an owner or developer.

## **SECTION 8**

### **MAINTENANCE OF BUILDING SEWERS & SERVICE LATERALS**

**8.1 RESPONSIBILITY FOR MAINTENANCE/GENERAL:** The maintenance of Building Sewers from building to curb line shall be the obligation of the property owner or customer. Further, in the event the Authority determines that the property owner or customer was responsible for causing blockage in an area which would ordinarily be the responsibility of the Authority by placing inappropriate material into the Building Sewer or Service Lateral, the Authority reserves the right to require reimbursement from the customer.

**8.2 BLOCKAGE/ROOTS:** In the event that tree roots are found to be the cause of a blockage in a Service Lateral and the property owner refuses to remove the offending tree when it is within his legal authority to do so, the property owner shall be solely responsible for all future maintenance of the Service Lateral.

**8.3 REPLACEMENT OF BUILDING SEWER:** In the event it becomes necessary to replace a Building Sewer the property owner or customer shall notify the Authority and such a replacement shall be subject to the specifications and inspection provisions of Section 5 of these Rules. The Owner/Customer shall be responsible for all costs of replacement of the Building Sewer.

## **SECTION 9 - METERS**

**9.1 GENERAL:** All meters, unless otherwise indicated, will be furnished and installed by the Authority, subject to the fees (Customer Facilities Fee) currently in effect, and will remain the property of the Authority and be accessible to and subject to its control and maintenance. 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/extension supplying a Premises except as otherwise provided herein.

**9.2 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 Customer Facilities Fee currently in effect for the larger meters.

**9.3 LOCATIONS:** 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.

**9.4 METER PITS:** In cases where it is not practical to place the meter within a building, or if Authority in its sole discretion believes it to be in its best interests, 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.

**9.5 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 valve on the street side immediately before the meter, and a valve on the outlet side immediately after the meter. A suitable backflow preventer check valve shall be furnished and installed by the Customer at a point beyond the service side of the discharge valve, and as provided in Section 15.6 of these Rules.

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 parallel meters on the one service line, with approximately equal capacity. 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.

**9.6 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, and for the condition of internal plumbing under paragraph 3.11 above. In the event of damage to or failure 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. The cost of the repairs, including replaced 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 if the replacement was necessitated by damage caused by the Customer.

**9.7 METER TESTS:**

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 written request of the Customer make a test of the accuracy of the meter.

If the meter so tested shall be found to be accurate within industry standards, the actual cost of the test shall be paid to the Authority by the Customer requesting such test. If the meter is found to be defective, the cost of the test shall be borne by the Authority. When making such request, the Customer agrees to these terms, and must pay the test charge in advance if required by the Authority.

A report of each test shall be made to the Customer.

In the event the meter so tested is found to have an error in

registration in accordance with industry standards, the cost of the test will be borne by the Authority and any fee paid by the Customer in advance 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 for a period not to exceed two billing periods.

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.

**9.8 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.

**9.9 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.

**9.10 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. Consideration may be given for a one time sewer charge adjustment for underground leaks, but the cost of service for any future leaks must be borne by the Customer.

**9.11 READING AND REGISTRATION OF METERS:** Conditions permitting, readings of meters shall be taken monthly or quarterly, at the option of the Authority. 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, and in cases where a meter reading cannot be made for any reason, billing shall be made on estimated consumption based on prior usage.

**9.12 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.

**9.13 NOTIFICATION RELATIVE TO CONDITION OF METER:** The Customer shall notify the Authority of damage to or of the malfunction of

the meter, or of the breaking of the seal wire, as soon as the Customer is aware of such a condition.

**9.14 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. Such minimum shall be nonabatable for a nonuser of water. In the case of fractional bills covering less than a month or a quarter, monthly minimum charges and allowances shall be prorated.

## **SECTION 10 - GROUND SOURCE HEAT PUMP REGULATION**

**10.1 APPROVAL REQUIRED:** No person shall install, construct, drill or excavate to facilitate the construction or installation of a ground source heat pump ("GSHP") for use as a heating and/or cooling system for a structure without first obtaining written approval from the Authority for the GSHP system proposed. No person shall drill or excavate to repair or modify or to facilitate the repair or modification of a GSHP system without first obtaining a GSHP system approval from the Authority.

**10.2 REGULATIONS FOR GSHP SYSTEMS:** All GSHP systems installed and/or repaired or modified after the effective date of this Section shall comply with all of the following Authority specifications:

- a. All ground source heat pump systems shall be closed systems. No open loop ground source heat pump systems shall be permitted.
- b. The installation specifications and drawings for the GSHP system shall be submitted to and approved by the Authority as conforming to the International Ground Source Heat Pump Association (IGSHPA) installation standards, as same may be amended and updated from time to time and currently found in Appendix 1 of the GSHP Manual of the DEP.
- c. The vertical GSHP well (or wells) installation shall be made only by a Pennsylvania licensed well driller.
- d. All GSHP system wells shall be grouted from top to bottom after the piping has been completed within the wells.
- e. Grout shall be mixed, pumped and placed in accordance with the procedures recommended by the International Ground Source Heat Pump Association (IGSHPA) in its

publication entitled "Grouting Procedures for Ground Source Heat Pump Systems" (available from Ground Source Heat Pump Publications, Oklahoma University, Stillwater, Oklahoma). Acceptable grout materials are as follows:

- i. Neat cement (no more than six (6) gallons of water per ninety-four (94) pound bag of cement).
  - ii. High solids of clay bentonite grout (NOT BENTONITE GEL).
  - iii. A material approved for use by the Authority's consulting engineer of other Authority representative.
- f. No GSHP system shall be located within one hundred (100) feet of any existing drinking water wells or any planned drinking water wells.
- g. With respect to each GSHP well installation, the Pennsylvania licensed well driller shall provide the Authority prior to activation of the GSHP system:
- i. Accurate written records and a written geologic log.
  - ii. Accurate records with respect to grouting for each such well.
  - iii. "As-built" plans and related documentation for each such system and provide well location map.
  - iv. Written documentation of the GSHP system testing and certification.
  - v. A written plan for the operation of the GSHP system (which meets specifications of the manufacturer of the GSHP system equipment and is approved by the system installer) which, among other matters, provides that:
    - aa. Any GSHP system leaks or releases will be reported by the applicant (and subsequent owners) to the Authority and the Township Police Department within twenty-four (24) hours of the discovery of same, and the applicant (and subsequent owners) covenants and agrees to take all appropriate action to minimize any fluid releases to the ground and to promptly repair any system leaks.

- ab. In the event of the proposed discontinuance of the use of the GSHP system, a system closure plan will be prepared and submitted to the Authority for its approval.
- h. All GSHP systems in areas underlain by carbonate bedrock must be vertical loop systems. Outside the carbonate bedrock areas, either vertical or horizontal closed loop GSHP systems may be used, subject, however, to the review and approval of the plans for same by the Township.
- i. No GSHP system shall be connected in any way to any sewage disposal system.
- j. The piping for GSHP systems must be made of polyethylene or a material approved by the Authority.
- k. Only water, potassium acetate or propylene glycol may be used as the circulating fluid for GSHP systems.

#### **SECTION 11 - PUBLIC FIRE SERVICE**

**11.1 APPLICATION FOR FIRE HYDRANT AND LOCATION:** A written application prepared on the form furnished by the Authority must be submitted by any municipality that is served water by the Authority, for the purpose of requesting the installation of public fire hydrants, said application 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 relative thereto.

The entire cost of a fire hydrant installation shall be paid in accordance with the agreement governing its installation.

A fire hydrant installation is intended to include a tee and other fittings required in the main line, a branch 6-inch line extending from the tee placed in the main line to the fire hydrant, proper thrust blocking of the fire hydrant design for thrust of 150% above the main test pressure, the tee and other fittings, and such other work as is indicated on the standard plans of the Authority relative to fire hydrant installations.

11.2 **MAINTENANCE:** All fire hydrants will be inspected by the Authority at its own cost and expense, provided that any expense for repairs caused by carelessness or negligence of the employees of the particular municipality or the member of the fire department thereof shall be paid for by the municipality.

11.3 **HYDRANT USE:** Only persons with prior authorization from the Authority shall be permitted to remove water from any public fire hydrant or hose plug, except for fire fighting purposes or for use by fire departments in case of fire, in which events prior approval shall not be required. Specifically, no public fire hydrant shall be used for sprinkling streets, flushing sewers or gutters or for any other purpose (except fire fighting) without the approval and issuance of a permit by the Authority, said permit being subject to revocation at any time. If a fire hydrant is used for a fire department, municipality or other person for fire fighting purposes, such party or parties shall thereafter immediately notify the main office of the Authority of such use, to allow the Authority an opportunity to check the condition of the hydrant or hydrants after such use.

Private individuals, developers or contractors desiring to use a fire hydrant, for other than fire fighting purposes, must first make application to the Authority. After application has been made, if permission to use a fire hydrant is granted by the Authority, the permittee will be required to pay a hydrant opening fee and shall be required to pay for all water used based upon the fee water rates then in effect. Use of a fire hydrant, upon appropriate application and permission, may only be performed under the direct supervision of an authorized agent of the Authority.

The use, or opening, of any fire hydrant for private usage without the authorization of the Authority is a summary offense as specified in 18 Pa. C.S.A. §3306.

11.4 **CHANGE OF LOCATIONS:** Whenever a municipality or person or persons desires a change in the location of any fire hydrant, the Authority, upon receiving written notice to do so, will make such a change if determined feasible, at the expense of the municipality or person or persons making the request, subject to the right of the Authority to refuse such location because of size or main pressure, condition of distribution system and other reasonable causes. Authority reserves the right to require prepayment of all costs.

11.5 **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.

## **SECTION 12 - PRIVATE FIRE SERVICE**

**12.1 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, such 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 applications, together with the Rules of the Authority, shall regulate and control the furnishing of such services to such Premises, and said application to be submitted at least two 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 tanks and all such facilities. All approvals will be subject to Section 13 Responsibility for Fire Service and shall be subject to such restrictions and limitations as established by the Authority.

**12.2 APPROVAL OF APPLICATIONS:** The application does not bind the Authority to approve the requested special connection. The Authority will study 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.

**12.3 TERMS AND CONDITIONS:** The final approval of an application and furnishing of private fire protection service 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 fire service line 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 may require a metered detector check.

d. The said control valve shall be under the control of the Authority, except during times of fire when it shall be under the control of the Chief of the Fire Department of the municipality in which the Premises are located.

e. All fixtures and openings (other than the controlling valves) shall be kept closed and sealed and not opened or used except during times of fire. Upon the extinguishment of each fire, the applicant shall immediately notify the Authority so that said fixtures and openings can again be closed and sealed.

f. The applicant agrees the Authority shall not be considered in any manner an insurer of property of persons, or to have undertaken to extinguish fire or to protect any person or property against loss or damage by fire or otherwise.

g. 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 the private fire service line and the Authority's system.

h. The rights and obligations of the applicant hereunder shall be further subject at all times to the Rules of the Authority that now exist or which may hereafter be adopted.

i. 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.

j. Upon acceptance by the Authority and the completion of

the fire 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.

k. The Authority has the right to discontinue or disconnect said service pipe and terminate the application, 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.

**12.4 METER REQUIREMENTS - PRIVATE FIRE SERVICE CONNECTIONS:** Meters and detector checks will be installed on connections providing service for fire protection. The fire service shall be subject to the rates established for Private Fire Service.

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 and private fire service.

**12.5 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 charges as set forth under the Rate Schedule.

When permission is granted by the Authority to 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.

**12.6 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.

### **SECTION 13 - RESPONSIBILITY FOR FIRE SERVICE**

**13.1 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 Authority does not guarantee any special service, pressure, capacity or facility other than 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.

### **SECTION 14 - BILLS, PAYMENT AND TERMINATION OF SERVICE**

**14.1 PLACE OF PAYMENT:** All bills are payable at any office or any pay agency as designated by the Authority.

#### **14.2 COMPUTATION OF SEWER AND WATER CHARGES:**

a. Water and sewer charges shall be based principally upon actual metered water consumption with exceptions as hereafter noted. The volume of water actually used and metered shall generally form the basis for billing water charges. The volume of water used for sewer charges shall include any and all metered water purchased from the Authority and in addition all metered water obtained from any other source. All water and sewer charges shall be computed in accordance with the rate schedule for water and sewer charges as adopted by the Authority and then in effect. All water used from any source by commercial or industrial establishments must be metered and shall be billed in accordance with Authority rates then in effect.

b. Whenever any person discharges or permits to be discharged any material into the sewer system by any means other than through a connection approved in accordance with these Rules, the Authority reserves the right to estimate the quantity and strength of the material and to make an appropriate charge based on such estimate.

**14.3 BASIS FOR PREPARATION OF BILLS:** All bills for services furnished by the Authority will be based on the Rate Schedule of the Authority then in effect. All bills shall be rendered and are due and payable monthly or quarterly or such other period, at the option of the Authority.

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 Rate Schedule, the use of certain quantities of water being allowed for each size meter without additional charge. Such minimum charge shall be nonabatable for a nonuser of water, and noncumulative against subsequent consumption. In the case of fractional bills covering less than a month or a quarter, 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 section Meter Quantity Charges, as set forth in the Rate Schedule, the allowances of water for the minimum charges to be deducted from the quantities set forth in applying the meter schedule.

The Owner of every Premises shall be liable for the payment of all bills as rendered. If tenant neglects to make such payments, it will be the responsibility of the Owner to make such payments, subject to the provisions of 53 P.S. §5607(d)(10) and (11).

The charges for private fire service shall be due when rendered.

The charges for temporary service and other miscellaneous service shall be set forth elsewhere herein and/or in the Rate Schedule.

#### **14.4 BILLS RENDERED AND DUE:**

All bills are due and payable immediately. Bills paid within 15 days of date may receive a discount as provided by the Authority. Acceptance or remittance of bills on the last day of this period shall be determined as evidenced by the postmark of the United States Post Office.

If bills are not paid within the required period during which the gross amount shown thereon applies, a delinquent notice shall be served as provided hereafter and service may be terminated as provided hereafter.

If service is thus discontinued it will not be restored until all unpaid bills and charges, including the turn-off and turn-on charges, are paid or satisfactory arrangements made for payment.

The Authority shall mail or deliver the bills and notices to the consumer at this address given in the application for service and the Authority shall not be responsible for the delivery thereto. Failure to receive bills will not be an excuse for nonpayment.

Any check received by the Authority in payment of any bill

due the Authority which check is returned unpaid by the bank for any reason, shall be charged against the account involved and, in addition, charges shall be made against said account for cost of handling, for each call for collection and for any other costs involved, such charges to be as currently in effect.

#### 14.5 **TERMINATION OF WATER SERVICE/NON-PAYMENT:**

a. The Authority reserves to itself the right to terminate water service for non-payment of any water or sewer bills, fees, charges or other sums due to the Authority. Termination of water service shall be regulated by these Rules.

b. A Reminder Notice shall be mailed to the Customer, specifying such violation of these Rules as has occurred, and informing the Customer that, unless the Customer remedies the violation within the specified period, water service will be terminated.

c. A Shut-Off Notice shall be mailed to the Customer by regular mail. This notice informs the Customer that delinquent bill must be paid in full by the date specified or water service will be terminated.

#### 14.6 **TERMINATION OF WATER SERVICE AT REQUEST OF SEWAGE AUTHORITIES:**

a. Pursuant to the Act of April 14, 2006, P.L. 85, codified at 53 P.S. §3102.502, et seq., as now or hereafter amended, whenever an owner or occupant of Premises served by another municipal sewer authority provider shall be thirty (30) or more days delinquent in paying for sewage service, the Authority shall, upon receipt of written evidence that the Board of such authority has passed a Resolution requesting termination upon notice to the Authority, initiate water service termination procedures by the mailing and posting (at a main entrance to the Premises) of a Notice advising of the sewer bill delinquency and the fact that water service will be terminated if payment is not made within a time specified.

b. If water service is terminated pursuant to this Section, it shall not be reconnected until all sewage bill delinquencies, interest and penalties are paid in full.

### **SECTION 15 - CROSS CONNECTIONS AND INTERCONNECTIONS**

15.1 **PURPOSE AND INTENT:** It is the purpose and intent of this Section of the Rules to protect the Community 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 prohibition and interconnection control which will systematically and effectively prevent contamination or pollution of the water distribution system of the Authority.

**15.2 RESPONSIBILITY OF CUSTOMER:** Each Customer shall take proper precautions in order to protect the Community Water System from contamination or Pollution due to backflow through the water service connection. The Authority or designated agent shall determine the degree of hazard to the Community Water System and require, at the Customer's expense, installation of an approved Backflow Prevention Device at the water service connection. The Authority or its designated agent also shall give notice in writing to said Customer to install such an approved Backflow Prevention Device at each service connection. The Authority or its agent shall require at the Customer's expense annual or more frequent testing, proper maintenance and repair, and adequate records of each test and subsequent repair, including material or replacement parts for each installed, approved Backflow Prevention Device. The Customer as a condition of service or continued service must send to the Authority the written test results and/or repair information on forms supplied by the Authority. Failure, refusal, or inability on the part of the Customer to install, test, maintain, repair, or keep record of safe devices, shall constitute a ground for the Authority to discontinue the water service of said Customer. The testing of backflow prevention devices shall be done only by individuals who are deemed as qualified and approved prior to said testing by the Authority.

**15.3 GENERAL REQUIREMENTS CONCERNING CROSS-CONNECTIONS/INTER-CONNECTIONS:**

No Cross-Connections shall be permitted. Cross-Connections are defined in paragraph 1.13 above. No water service connection to any Customer shall be installed or maintained in the Authority water system unless said connection is adequately protected for backflow prevention as required by these Rules. Service of water to any Customer shall be discontinued by the Authority or its agents if any approved Backflow Prevention Device, required by these Rules is (a) improperly installed, or (b) not installed, or (c) not regularly tested and maintained, (d) removed, bypassed or inaccessible to the Authority water system's personnel or agents for the purpose of inspection or testing, or (e) if adequate records of test results for approved Backflow Prevention Devices are not kept and forwarded in writing to the Authority.

Acceptable interconnections as defined in paragraph 1.1 above shall be permitted provided the Customer maintains positive Backflow Prevention Devices between the interconnection piping of the two separate systems. The Customer shall submit an application for an acceptable interconnection and shall include in the application the specific type of device to be installed for

the Authority's approval.

#### 15.4 DISCONTINUANCE OF SERVICE:

a. Without Notice. Delivery of water shall be discontinued immediately and without notice to the Customer if Muhlenberg Township, the Pennsylvania Department of Environmental Protection or the U.S. Environmental Protection Agency determines that the Authority water distribution system is being or is in immediate danger of being contaminated or polluted.

b. With Notice. If the Authority seeks to discontinue service for violation of this Section of the Rules, the Authority will provide the Customer with a notice which shall state the condition or defects which must be corrected and the date on or after which delivery of water will be discontinued which shall be not less than fifteen (15) days following the date of the notice. The Authority may grant to the Customer an extension of time to comply if in the Authority's opinion the Customer has exercised due diligence but has been unable to comply with the notice within the time period originally given.

#### 15.5 INSPECTION OF BACKFLOW DEVICES:

a. Inspection Responsibility by Customer. It shall be the responsibility of the Customer at any Premises where a Backflow Prevention Device or devices are installed or already in place to have a thorough inspection and operational test performed at least once a year, or more often if previous inspections indicate a need. Inspection and operational tests shall be performed immediately following installation of or maintenance and repair to a backflow prevention device. Each device shall be repaired, overhauled or replaced at the expense of the Customer whenever it is found to be necessary.

b. By Authority. Customer's water system shall be open for inspection at all reasonable times to authorize representatives of the Authority or its agents, to determine the adequacy of Backflow Prevention Device records, whether cross connections or violations of these Rules exists, the degree of hazard to the Authority water distribution system or for the inspection and operational testing of backflow prevention devices. Each Customer, as a condition of the continued delivery to said Customer's Premises of community water supply, shall be considered as having consented to entry upon said Customer's Premises by Authority personnel for the purposes stated herein.

15.6 **INSTANCES REQUIRING BACKFLOW DEVICE:** An approved Backflow Prevention Device shall be installed at the expense of the Customer on each service line connection/extension after the water meter or immediately inside the building being served, but, in all cases before the first branch line leading off the service

connection lines wherever the following conditions exist:

a. In the case of the Customer having an auxiliary water supply which is not approved by a duly authorized regulatory agency or acceptable to the Authority, the community water supply shall be protected by installing an approved backflow prevention device in the Customer's service line or lines.

b. In each case when a Customer has any industrial fluids or any other objectionable substance being handled in such a manner as to create an actual or potential hazard to the Community Water System including handling of Authority water which has been processed or otherwise subjected to deterioration in quality; or

c. In each case when a Premises has an internal cross connection which cannot be permanently corrected or controlled, or intricate plumbing and piping arrangements, or entry to all portions of the Premises not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not cross connections or the hazard they impose exist.

**15.7 TYPE OF DEVICE REQUIRED:** The type of Backflow Prevention Device required shall depend upon the degree of hazard, as determined by the Authority or its designated agent, which exists as follows:

a. In the case of health hazards as defined in the definitions hereto, a reduced pressure principal device (RPPD) or Air Gap shall be installed in the Customer's service line or lines at the Customer's expense.

b. When an Air Gap is used at the service connection to prevent the contamination or pollution of the public potable water system, it is required that an emergency by-pass be installed around the air gap system and an approved reduced pressure principal device shall be installed in the by-pass system.

c. In a case of pollution hazards as defined hereinbefore, a double check valve assembly (DCVA) shall be installed in the Customer's service line or lines at the Customer's expense.

All presently installed Backflow Prevention Devices which do not meet with the requirements of an "approved" device which can be shown to have been adequately inspected, tested and maintained, shall be acceptable and approved as long as the Authority is assured that these devices can adequately protect the Community Water System. If, however, the existing device is moved from its present location, requires more than minimum maintenance, or maintenance will constitute a health hazard, the device must be replaced by an approved device.

**15.8 NO ALTERATION OF DEVICE:** No Customer shall alter, bypass or

render ineffective or inoperable any Backflow Prevention Device approved and covered by these Rules without the written consent of the Authority.

**15.9 PRIVATE WELL CONNECTIONS:** Customers who have previously obtained their water supply from a private well or wells located on their property and who will or have applied for a water service line connection from the Authority shall physically disconnect the well supply from their internal plumbing system. The disconnect shall serve as an air gap type backflow prevention device. Once the physical disconnect/air gap is completed, the Customer shall notify the Authority in writing that the disconnect requirement has been met. Authority personnel shall be granted permission from the customer to visit the Customer's property for the purposes of verifying the disconnect.

## **SECTION 16**

### **GENERAL RESTRICTIONS OF HARMFUL DISCHARGES**

**16.1 HARMFUL DISCHARGES PROHIBITED:** The Authority reserves the right to refuse permission to connect to the sewer system, to compel discontinuance of use of the sewer system, or to compel treatment of wastewaters by any person using the sewer system in order to prevent discharges deemed harmful, or to have a deleterious effect upon any portion of the sewer system.

## **SECTION 17 - GENERAL**

**17.1 NO ABATEMENT OF WATER OR SEWER RENTALS OR CHARGES:** There shall be no abatement of water or sewer rentals or service charges imposed by these Rules unless the property with respect to which an abatement is requested shall have been physically disconnected from the water and sewer system in a manner satisfactory to the Authority. It is intended by this Section to prohibit any abatement of water or sewer rentals or water or sewer service charges for any period during which a property connected to the water or sewer systems of the Authority shall have been vacant or unoccupied unless the property is physically disconnected, as aforesaid.

**17.2 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, repair and/or replacement of service lines and service line extensions; 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.

**17.3 TURN-ON CHARGE:** Where there is no unpaid bill, 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.

**17.4 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 stop 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.

**17.5 ONLY RULES BINDING:** No agent or employee of the Authority shall have authority to bind it by any promise, agreement or representation not provided for in these Rules without the approval of the Authority Board.

**17.6 SERVICE OF NOTICES:** All notices and bills relating to the Authority or its business shall be deemed to have been properly served 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 or 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.

**17.7 COMPLAINTS:** Complaints relative to the character of the service furnished or the reading of meters or of bills rendered must be made in writing and delivered to the main office of the Authority.

**17.8 SERVICE NOT GUARANTEED:** Nothing in these Rules, nor any contract, nor representation, verbal or written, of the Authority

or any of its employees shall be taken or construed in any manner to be or constitute a guarantee to furnish a given quantity of water through any service connection, whether for domestic, commercial, industrial, manufacturing 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 cut off 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.

**17.9 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.

**17.10 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 line connection/extension or main belonging to the Authority, and the Authority will hold the Customer liable for any damage to its property occasioned by such ground wire attachments.

**17.11 WATER HAMMER:** No use of water will be permitted which may or does cause water hammer. Water booster pump station(s) dedicated to the Authority shall incorporate surge valve protection features as are necessary to safeguard the station piping and the water distribution system from adverse water hammer conditions resulting from the operation of the station.

**17.12 SWIMMING POOLS:** The filling of swimming pools shall, in general, be subject to the following:

a. The rate of filling shall not be excessive and/or cause any disturbance or serious pressure drop in the existing Authority system, and be subject to approval of the Authority.

b. No swimming pool shall be filled except through a metered connection.

c. There shall be an approved backflow preventer on all swimming pool fill lines or a visible air gap.

d. The Authority shall permit a one-time waiver of sewer charges with respect to water used to fill a swimming pool, provided that each customer requesting such a waiver shall provide

the Authority with a certification from the supplier of the pool as to its water capacity (Revised 7/10/97).

**17.13 MISCELLANEOUS WORK AND SERVICE 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. All bills for such work and services furnished by the Authority shall be rendered by the Authority and be due and payable within fifteen days after the date of presentation. Acceptance or remittance of such bills on the last day of this fifteen day period shall be determined as evidenced by the postmark of the United States Post Office. The Authority, if necessary, will take appropriate legal action to recover all monies due if payment is not made to the Authority.

**17.14 TAPPING FEES:** Pursuant to 53 P.S. § 5607(d)(24), the Authority has established a tapping fee schedule for all connections to main water lines and sewer lines, such fees to vary, subject to the conditions under which the main line or lines have been installed and such other factors, as set forth in the tapping fee schedule.

The tapping fee varies for each individual size connection, amount of water usage, tapping district in which the property is situate and may differ depending on 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.

**17.14A UNAUTHORIZED USAGE FEE:** The Authority hereby imposes a fee payable immediately upon demand by any person who uses unmetered water of the Authority without prior written authorization to do so. The Unauthorized Usage Fee shall be in an amount of \$150.00, or such different amount as established by the Authority from time to time as reflected on the Schedule of Rates and Charges attached hereto. The Authority reserves all of its rights to prosecute criminal theft of service charges under the Pennsylvania Crimes Code, 18 P.S. §3926, and all its rights to the imposition of a municipal lien against property on which unauthorized use of water occurred. (revised 7/10/97).

**17.15 ATTORNEYS FEES:** In accordance with 53 P.S. Section 7106, and in accordance with its Resolution previously adopted in that regard, the Authority reserves the right to impose attorneys fees upon delinquent Customers, which are delinquent in payment of any rates or other charges due to the Authority, in accordance with the procedures set forth in Title 53 P.S. Section 7101, et seq., and in accordance with the fee schedule set forth in Resolution 1996-2, as amended, from time to time.

**17.16 CONDITIONAL WAIVERS OF SERVICE:** The Authority asserts its primary right to provide water and sewer service in its service area comprising Muhlenberg Township, the Borough of Temple, the Borough of Laureldale, and portions of Alsace Township, Berks County, Pennsylvania. Notwithstanding the Authority's primary right to provide such service, the Authority may, upon written consent of the Authority after consideration by the Board, waive its right to provide service in order to permit an applicant to receive service from another water or sewer service provider. The tender of such waiver shall provide that in the event adequate service capabilities are installed by or for the benefit of the Authority in the future, upon written notice, that applicant will switch its water or sewer service (as the case may be) to service by the Authority within ninety (90) days of such notice. Any applicant seeking such a waiver shall agree in writing to these terms and provisions as a condition of such a waiver being granted by the Authority.

**17.17 COPIES OF RULES:** Copies of these Rules may be obtained at the office of the Authority for \$14.00 per copy. Copies are available for review at the office of the Authority at all times during regular working hours.

#### **SECTION 18 - EFFECTIVE DATE**

These Rules compile the existing and presently effective and previously adopted policies of Muhlenberg Township Authority, as amended and enacted this 8th day of May, 2008 by Resolution of the Board of the Muhlenberg Township Authority at a regularly scheduled meeting of the Board held that date, a quorum being in attendance and upon motion made, seconded and unanimously adopted, being Resolution 2008-2.

MUHLENBERG TOWNSHIP AUTHORITY

**MUHLENBERG TOWNSHIP AUTHORITY****SCHEDULE OF RATES AND CHARGES**  
**(as amended through May 8, 2008)**

Standard Sewer Specifications	\$ 25.00
Standard Water Specifications	\$ 10.00
Installation of ¾" Water Service	\$3,220.00
Installation of 1" Water Service	\$3,320.00
Installation of Remote Meter – Replace Existing Meter	\$ 50.00
Installation of Non-Return Sewer Meter (STANDARD)	\$ 65.00
Installation of Non-Return Sewer Meter (REMOTE)	\$ 90.00
Hydrant Opening Permit	\$ 50.00
Sewer Connection Permit	\$ 150.00
Installation of Sewer Lateral	\$6,100.00
Frozen Meter Charge	\$ 65.00
Turn-On Fee (Normal Business Hours)	\$ 45.00
Turn-On Fee – (After Hours & Weekend)	\$ 60.00
Certification Fee	\$ 25.00
Copies of Rules	\$ 14.00
Meter Test (5/8" & 1")	\$ 50.00
Note: All others at actual cost/time & material	
Unauthorized Usage Fee	\$ 150.00
NSF Check Fee	\$ 35.00
Customer Facility Fee	\$ 170.00