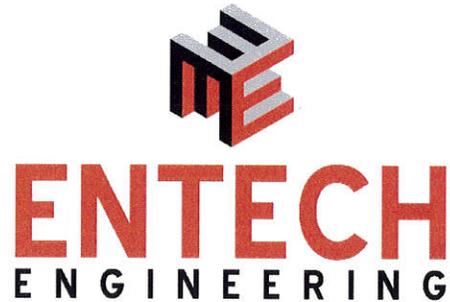


COLLEGE TOWNSHIP WATER AUTHORITY

College Township Building
1481 East College Avenue
State College, Pennsylvania 16801

RULES AND REGULATIONS



prepared by

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**COLLEGE TOWNSHIP WATER AUTHORITY
CENTRE COUNTY, PENNSYLVANIA**

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**COLLEGE TOWNSHIP WATER AUTHORITY
CENTRE COUNTY, PENNSYLVANIA**

RULES AND REGULATIONS

I. RULES AND REGULATIONS

These Rules and Regulations are a part of the Contract with every person who takes water service and every such person by taking water agrees to be bound thereby.

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

II. ENFORCEMENT

These Rules and Regulations shall become effective on and after February 4, 1998 to all properties then and after connected to the water system. All prior Authority rules, regulations, and resolutions not consistent herewith are hereby repealed, provided, however, that all rights accrued and monies due the Authority under such rules, regulations, and resolutions are preserved to the Authority. The Authority reserves the right to amend these Rules and Regulations and Schedules of Charges in such manner and at such times as, in its opinion, may be advisable.

III. DEFINITIONS

- 3.1 **Accepted Plans:** Shall mean the Contractor's Construction Plans, accepted by the Authority.
- 3.2 **Applicant:** A person who applied for water service at a premises.
- 3.3 **Approval:** Shall mean a written letter or other written document issued by the Engineer or Authority. Oral or verbal instruction or agreements are not binding.
- 3.4 **Authority:** The College Township Water Authority, College Township, Centre Township, Pennsylvania, a Pennsylvania Municipal Corporation acting through its properly authorized officers, agents or employees and only when acting within the scope of duties entrusted to them.
- 3.5 **Backflow Preventer:** A device or means to prevent backflow of water and/or potential pollutants into the Authority's water system.
- 3.6 **Connection Fee:** A fee that is charged for a new water service that allows the Authority to recoup its cost to install the new service connection, the customer's facilities fee, and the tapping fee. This fee is set so as not to exceed that allowed under PA Legislative Act 57 (2004).

- 3.7 **Contractor:** A person who installs water facilities and appurtenances, or who uses water on a temporary basis for construction purposes.
- 3.8 **Cross-Connection:** An arrangement allowing either a direct or indirect connection through which backflow, including back siphonage, can occur between the Authority's water system and a system or condition containing a source or potential source of contamination.
- 3.9 **Customer:** Any person, partnership, political subdivision, association, corporation or other entity contracting for or using water supplied by the Authority; and the word customer means also contracting for and using service.
- 3.10 **Customers Facility Fee:** A fee that allows the Authority to recoup its cost for the water facilities that are owned by the customer, including but not limited to, inspection of the installation of the customer's service line and the supply and installing of the service meter. This fee is a component of the Connection Fee (see 3.6 above).
- 3.11 **Developer:** A person for whom subdivision or land development plans are made.
- 3.12 **Interconnection:** A physical arrangement whereby the Authority's water supply system is connected with another water system, public or private, in such a manner that a flow of water into the Authority's system from such other water system is possible.
- 3.13 **Owner:** Any individual, partnership, company, developer, association, society, corporation, or other entity vested with ownership (legal and/or equitable; sole or joint) of any "improved property" abutting to said water system.
- 3.14 **Premises:** The property, building or other site to which water is supplied by the Authority, including but not limited to:
- a. A building under one roof owned or leased by one party and occupied for one residence or one non-residential occupant.
 - b. A combination of buildings owned or leased by one party and occupied for one residence or one non-residential occupant.
 - c. One side of a double house having a solid partition wall.
 - d. Each side or part of a building where a building is occupied as more than one residence or more than one non-residential occupant shall be a separate unit, even though water may be secured from a common source.
 - e. Each apartment, office or suite of offices located in a building having several such apartments, offices or suites or suites of offices, except that the owner of any apartment house or building may with the consent of the Authority become responsible for all water used on the premises in which case such owner shall be considered as the customer.
 - f. A public building devoted entirely to public use.

- g. An industrial, or commercial, or manufacturing establishment.
 - h. Any trailer or mobile home.
- 3.15 **Private Fire Protection Service:** The availability and/or furnishing of water through private fire hydrants and/or sprinkler system.
- 3.16 **Public Fire Protection Service:** The availability and/or furnishing of water through public fire hydrants.
- 3.17 **Residential Sprinkler Systems:** An automatic sprinkler system for protection against hazards in one and two family dwellings, manufactured homes, and townhouses designed, installed, and maintained per NFPA (National Fire Protection Association) 13D, 2010 Edition or latest Edition.
- 3.18 **Schedule of Rates:** The entire body of effective rates, rentals, charges, and regulations as published and made a part hereof.
- 3.19 **Service Connection:** The pipe, valves, and other facilities by means of which the Authority conducts water from its distribution mains to and including the curb stop. The curb stop is to be located approximately 1 foot from the property line of the premises in the College Township Right of Way, Penn DOT Right of Way, or easement area. The service connection is made, installed, owned, and maintained by the Authority.
- 3.20 **Service Line:** The pipe, valves, and other facilities by means of which water is conducted from the curb stop to a point on the outlet side of the meter to be located inside the walls of the building or meter pit if approved. The service line is installed, owned, and maintained by the customer.
- 3.21 **Service Meter:** A device for measuring the quantity of water used, which is a basis to determine charges for water service to a customer. The service meter includes the remote readout system, if provided, and is furnished, installed, and maintained by the Authority.
- 3.22 **Tap Fee:** A fee charged to recover a portion of the capital cost of water system facilities such as wells, treatment facilities, pump stations, and transmission mains. This fee is a component of the connection fee (see 3.3).
- 3.23 **Tenant:** Any person, partnership, company, association, society, corporation, or other group or entity leasing or renting from any owner of any improved property abutting the "Water System" which is supplied with water by the Authority.
- 3.24 **Types of Service:**
- a. **Commercial:** Premises where the customer is engaged in trade and/or commerce.
 - b. **Industrial:** Premises for use in manufacturing, processing, and distribution activities.
 - c. **Municipal or Public:** A municipal subdivision of the Commonwealth of Pennsylvania or agency thereof or other similar public bodies and shall also include schools.

- d. **Residential:** Water service for residential households for customary purposes and for sprinkling lawns, gardens (not commercial type) and shrubbery, swimming pools, and other similar purposes. The residential water service will also supply the residential fire sprinkler system installed in one and two family dwellings, manufactured homes, and townhouses.
- 3.25 **Water Department:** The Water Department of College Township. The Authority shall have charge and management of the water system subject to such delegation of authority to the Water Department for performance of the day to day operations and maintenance of the water system.
- 3.26 **Water Main Extension:** Water service requiring the construction of the water system beyond existing facilities.
- 3.27 **Water Service:** The availability and/or furnishing of water for domestic service and fire service including residential sprinkler system (where required) to a premises.
- 3.28 **Water System:** All facilities, mains, etc. owned, maintained or operated by the Authority which are being utilized or shall be utilized for the distribution of water.

IV. APPLICATION FOR SERVICE

- 4.1 **Service Connection:**
 - a. A written application prepared on the form furnished by the Authority must be submitted to the Authority for the purpose of requesting the installation of a water service line connection to each premises or group of premises where an individual service line connection is permitted in accordance with these Rules and Regulations at least fifteen (15) days before service is required.
 - b. The application must be signed by the Owner, or his duly authorized agent, which application shall, together with these Rules and Regulations, regulate and control water service to the premises. The Owner shall be obligated for continuous service for at least one year. The application shall be binding upon the heirs and assigns of the Owner.
 - c. The application will not be approved until the Authority receives full payment of the applicable service connection fee and other charges as duly adopted by the Authority.
 - d. The Authority requires notification by the property owner of any change in property ownership. It is the property seller's responsibility to satisfy all outstanding charges before the settlement date (see 4.4).
 - e. A tenant may not make application for a water service connection.

4.2 **Water Service:**

- a. A written application prepared on the form furnished by the Authority must be submitted to the Authority for the purpose of requesting water service; said application to be signed by the Owner of the premises or his duly authorized agent at least fifteen (15) days before service of water is required.
- b. The application shall be subject to the requirements relative to deposits and fees as hereinafter set forth and together with the Rules and Regulations of the Authority, shall regulate and control the service of water to the premises.
- c. Separate water service applications shall be made for:
 - 1. Each premises;
 - 2. Each private fire protection service; or
 - 3. Such other cases as the Authority shall deem proper and advisable.
- d. The application for water service shall be a binding contract on both the customer and the Authority upon approval by the Authority. Rates for water service shall accrue from the date the water supply service has been completed and water is available to the premises.
- e. The fact that an application may not exist, or may not be signed by the Owner, shall not relieve the Owner of his responsibility for ultimate payment of all water service bills related to a premises.
- f. No agreement shall be entered into by the Authority with any applicant for water service until all arrears for water, rents, bills for meter repairs or other charges due from applicant at any premises now or theretofore owned or occupied by him shall have been paid, or until satisfactory arrangements for payment of such unpaid bills shall have been made. Such payments shall include the minimum meter charge for each month or quarter that service was suspended, but said additional charge shall not be less than the minimum meter charge.
- g. All contracts for water service shall continue in force from month to month, but either party may cancel the contract by giving fifteen (15) working days written notice.

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

4.4 **Change in Ownership:** A new water service application must be submitted and approved by the Authority upon any change in ownership of the property, or 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.

- 4.5 **Condition of Water Use:** In connection with a change in service, any customer making any material change in the size, character, or extent of equipment or operations utilizing water service, or whose change in operations results in a substantial increase in the use of water, shall immediately give the Authority written notice of the nature of the change, and, if necessary, amend their application.
- 4.6 **Renewal of Service:** See 11.5.
- 4.7 **Condition of Plumbing System:** The piping and fixtures on the property of the customer are assumed to be in satisfactory condition at the time service facilities are connected and water furnished. The Authority shall 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, nor failure to supply the same, nor 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.

V. BILLING AND PAYMENT

5.1 Bills Rendered and Due:

- a. All bills will be rendered at stated intervals, either monthly or quarterly at the option of the Authority, for service during the previous month or quarter.
- b. All payments on account must be received at the College Township Water Authority office, located at 1481 E. College Avenue, on or before the due date printed on the bill. The due date is calculated as 30 days following the mailing date. Payments of bills due on weekend or holiday must be received on or before the next business day. A ten (10) percent penalty is charged upon the bill as rendered when it becomes delinquent on the 31st day.
- c. Delinquent accounts will be notified by regular mail, door postings, telephone, or in person that water service may be discontinued in accordance with Section 11.1.a. if the bill is not paid within 30 days of becoming delinquent. If service is discontinued, it will not be restored until all unpaid bills and charges, including the charge for restoring water service, are paid or satisfactory arrangements have been made for payment.
- d. For special or estimated charges, bills will be rendered upon application, before service is granted.
- e. Charges for connections, temporary uses, and special services shall be payable on demand.
- f. The Authority reserves the right to take any legal action it deems necessary, including the liening of property, in order to recover amounts due and payable.
- g. The charges for prorated fire service shall be paid quarterly, payable when billed.

5.2 **Place of Payment:** All bills are payable at the Authority office, 1481 East College Avenue, State College, PA 16801.

5.3 **Computation of Bills:**

- a. Bills for metered service will be determined according to the Schedule of Water Rates.
- b. Where a meter fails to register, or is found to be faulty, a bill will be determined based on average consumption for the previous four (4) quarters, or for the total period of service, whichever is shorter.
- c. Bills for a partial billing period will be determined according to the Schedule of Water Rates based on actual consumption or a prorated minimum, whichever is greater. Prorated minimum bills will be based on the number of days service is rendered in the billing period.

5.4 **Multiple Premises with a Single Service Meter:**

- a. In the case of two or more premises supplied with water through one service meter, such as an apartment building or trailer park, each premise shall be charged a fixed minimum quarterly charge as if each premise had a direct and separate water connection.
- b. The use of water for each billing period for each premise shall be equal to the total number of gallons of water registered by the meter or meter installation divided by the number of premises.
- c. The use of water for each billing period for each premise as determined under the foregoing item shall provide the basis for billing. The amount of the charge for each premise shall be computed on the basis of a 5/8-inch meter installation, as set forth in the rate schedule governing water service; the minimum charge and allowance in gallons for a 5/8-inch meter to apply and the total charge for each premise to be the minimum charge, plus charges for all water in excess of the allowance in gallons in accordance with the Rate Schedule, the excess to be the use in gallons as determined under (b) minus the quantity allowed for the size of meter. If it is determined that meters larger than 5/8-inch in size would be necessary if each premise were provided with individual service, the charges for each premise will be based on the larger meters.
- d. The total charge for the water service shall be equal to the average charge for each premise multiplied by the number of premises determined as previously set forth, and the total charge shall be submitted to the customer or customers as the proper charge for water service furnished to the type of building and/or buildings included hereunder.
- e. This regulation shall apply regardless of whether a business may be owned by a customer also receiving household water service through the same meter, or the two or more premises are located in one building or in different buildings, the ownership of the property or business not being significant.

- 5.5 **Bills of Doubtful Accuracy:** Any customer who doubts the accuracy of a bill shall bring or mail the bill, within ten (10) days of receipt, to the Authority office. The Authority will check the bill and either confirm the original billing or issue a corrected bill. The due date will be adjusted by the time required to check and reissue the bill.
- 5.6 **Charge for Late Payment:** Bills remaining unpaid after the due date will be assessed a 10% penalty.
- 5.7 **Bad Checks:** When a check is returned to the Authority by the bank for insufficient funds, the Authority will add a service charge of \$15.00 (or the prevailing rate, whichever is greater) to the bill for each occurrence.
- 5.8 **Connection Fee:** Each applicant for a service water connection shall pay a connection fee in accordance with the Schedule of Water Rates. The connection fee is in addition to all other charges, fees, and deposits required by the Authority.
- 5.9 **Deposits:**
- a. Deposits may be required from all customers with unsatisfactory credit with the Authority in an amount equal to the estimated gross bill for any single billing period plus one (1) month, with a minimum of \$25.00.
 - b. Deposits may be returned to the depositor when he has established his credit to the satisfaction of the Authority. The deposit will not bear interest.
 - c. Any customer having a deposit shall 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.
- 5.10 **Responsibility of Property Owner:** Primary responsibility for the payment of water service to any premises rests with the property owner. At the property owner's written request, the Authority will bill in care of and make reasonable effort to collect water rentals due from tenants. In the event of failure to pay any charge due the Authority by a tenant or in the event that the tenant shall leave the premises with a water bill remaining unpaid (including tenant bankruptcy), service will be discontinued and will not be resumed until all previous charges and a reconnection charge shall have been paid by the property owner.

VI. SERVICE CONNECTIONS AND SERVICE LINES

- 6.1 **Authority's Service Connection:**
- a. Upon approval of the water service and service connection applications, and payment of the applicable charges, the Authority will install its service connection.
 - b. Each service connection shall be provided with a curb stop and box, which shall be the property of the Authority.

- c. Combined service connections may be installed for normal domestic water service and fire protection service when approved by the Authority.
- d. The Authority will be responsible for the maintenance and repair of its service connection.
- e. The size of the service connection will be determined by the Authority. The curb stop and box shall be located approximately 1 foot from the property line of the premises in the College Township Right of Way.
- f. The Authority reserves the right to construct its service connection after the customer installs his service line to the Authority's satisfaction.

6.2 Customer's Service Line:

- a. The customer's service line beyond the Authority's curb stop shall be installed and maintained by the customer at his expense. All service lines shall be installed in accordance with the Authority's specifications for service lines.
- b. Although the water pressure may be undesirable, the Authority shall be under no obligation to increase pressure by plumbing or other means.
- c. The customer shall keep his service line in good condition to avoid unnecessary waste under penalty of service discontinuance.
- d. The customer shall protect the service line from freezing and shall pay for the cost of opening a frozen service pipe where the pipe is not installed or protected in accordance with the Rules and Regulations.
- e. The customer shall pay all costs for relocating or changing his service line.
- f. Installation of all new or replaced customer service lines shall be subject to Authority inspection and approval.
- g. If the Authority is required to renew its service connection, and the customer's service line does not meet the Authority specifications, the Authority may issue a notice to the customer to renew his service line at the customer's expense, coincident with the Authority's renewal.

6.3 Location of Service Lines: The location of the service line shall be designated by the Authority and no service line shall occupy the same trench with sewer pipe or any facility of another service company, nor be within three feet of any open excavation or vault.

6.4 Residential Fire Sprinkler Line: This is an optional service line. Approval for the residential Fire Sprinkler Line will require various submissions and review by Authority, Municipal, and County agencies having jurisdiction.

This line will branch off of the customer service line inside the premises between the backflow preventer and the domestic service line valve.

a. The fire sprinkler line will include the following items:

- Dual check valve
- Pressure Gauges
- Sprinkler Control Valve
- Drain and Test Connection

6.5 **Domestic Service Line:** The domestic line starts just after the branch of the fire sprinkler line.

6.6 **Period of Installation:** No service connection will be installed during the period that street openings are prohibited nor at any time when in the judgment of the Authority working conditions are unreasonable for such installation.

6.7 **Repair of Leaks:** All leaks in service lines and fixtures in and upon the premises connected shall be repaired promptly by the customer at his own expense. Upon failure of the customer to make such repairs within a reasonable time, the Authority, upon seven (7) days written notice, may discontinue water service until all necessary repairs have been made and all fees and conditions of 11.1.a are met.

6.8 **Private Water Supply:** No person obtaining water from a private water supply, under any circumstances, shall construct or maintain, or cause or permit to be constructed or maintained, any connection, directly or indirectly, between such private water supply and the water system being operated by the Authority.

6.9 **Control of Curb Stop:** Under no circumstances shall any person not authorized by the Authority open or close the curb stop or valves in any public or private line.

6.10 **Separate Connections:** A separate service connection and curb box shall be installed for each customer.

6.11 **Curb Box Obstruction:** If obstructions are placed by the customer over, in, or around curb boxes in such manner as to prevent normal operation of the curb stop, or to result in damage to the curb box, curb stop, or service line, the Authority will discontinue service by shutting off the water 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, of cutting and replacing pavement, sidewalk or curbing, of any municipal permit or permits for opening the pavement, and also shall settle any unpaid bills for water or other service and make a satisfactory deposit to ensure the payment of future water bills in accordance with these Rules and Regulations.

6.12 **Service Line Connection on Private Property:** Service connections will not be installed to a property other than that of the premises to be furnished water and all new service connections shall be connected to Authority-owned main lines.

6.13 **Length of Service Line:** The Authority will exercise the right in cases where the length of the customer's service line exceeds 200 feet, and in all cases where deemed advisable to require the customer to construct, at his expense, an Authority approved watertight frost-proof meter pit. Said meter pit to be constructed at the property or curb line and to be used for the housing of the meter and appurtenances required for the service of the premises. (See 7.3.c.)

6.14 **Other Service Line Requirements:**

- a. All domestic and fire sprinkler service lines shall have a backflow prevention device installed to the specifications of the Authority. See Section VIII.
- b. The Authority reserves the right to require any customer to install on or in conjunction with his service pipe such valves, stop cocks, check valves, relief valves, pressure regulator, air chamber, tank, float valve, insulation, heating tape, 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.
- c. Should the use of water by any customer 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 exercises the right to require the installation of properly designed and constructed storage facilities on the property of the premises involved.
- d. The above storage facilities shall include all piping, valves, fittings, backflow preventer, storage structures, pumps, automatic controls, and such other appurtenances as are required to permit the storage of water and delivery therefrom during periods of peak water use for the premises and thereby avoid a direct use from the system of the Authority during such periods. The basic design of such systems shall be subject to review and approval by the Authority.
- e. The above storage facilities shall be paid for and installed by the customer.
- f. When steam boilers take a supply of water directly from the service line, it will be at the risk of the parties making such attachments, as the Authority will not be responsible for any accidents or damages to which such devices are frequently subject.
- g. House boilers for domestic use must in all cases be provided with vacuum valves to prevent collapsing when water is shut off from the distributing pipes. The Authority will not, in any case, be responsible for accidents or damages resulting from failure to observe this rule, or due to conditions in the distributing pipes, or from the imperfect action of any such valves, or due to such other causes.

- 6.15 **Violation of Rules:** When two or more customers are supplied through a single service, any violation of the rules of the Authority by either or any of said customers shall be deemed a violation by all, and the Authority may take such action as could be taken against a single customer, except that such action shall not be taken until the innocent customer, who is not in violation of the Authority Rules, has been given reasonable opportunity to install a separate service line in compliance with these Rules and Regulations.

VII. METERS

- 7.1 **Metered Service:** The Authority shall furnish a service meter for all water services. All meters shall be accessible to and under control of the Authority and shall be and remain the property of the Authority. The cost for furnishing the service meter is included in the connection fee as set forth in the Schedule of Water Rates.
- 7.2 **Size of Meter:** The Authority shall determine the size and the style of the meter to be installed, but in no case shall the meter be more than one (1) commercial size below the size of the service lines.
- 7.3 **Installation of Meters:**
- a. A meter will be furnished and installed by the Authority to each customer who has paid the required connection fee.
 - b. The location of all meters shall be at an easily accessible place approved by the Authority. All meters shall be installed in accordance with the Authority's specifications for meter installations. Copies of the specifications are available from the Authority.
 - c. If the installation of a meter outside a building is approved by the Authority, the meter shall be placed in an approved meter pit, furnished and installed in accordance with the Authority's specifications, all provided at the customer's expense.
- 7.4 **Separate Meters:**
- a. A separate meter shall be provided for each customer; however, if a building, house, or other structure contains two or more premises, and the owner or owners thereof so shall request, or the Authority shall deem it advisable, the Authority, at its discretion, may install a single service meter for such building, house, or other structure.
- 7.5 **Access to Meter:**
- a. The Authority shall have the right of free access at all reasonable times to the premises in or on which a meter is installed for purposes of setting, reading, testing, inspecting, replacing, or repairing.
 - b. Service may be discontinued to any customer who refuses or persistently neglects to arrange for such access.

- 7.6 **Meter Tampering:** No customers shall remove, disconnect, adjust, interfere with or tamper in any way with a meter, remove a backflow preventive device, or do any act to limit or interfere with operation thereof. Tampering with meter may result in discontinuance of service.
- 7.7 **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 any 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.
- 7.8 **Protection of Meter:**
- a. The customer must, at all times, properly protect the meter from injury by frost or any other cause and will be held responsible for repairs to meter made necessary due to their negligence. Damage due to freezing, hot water, or external cause shall be paid for by the customer. Meters will be maintained by the Authority so far as ordinary wear is concerned.
 - b. The charge for the reinstallation or changing of a meter when removed because of damage in any way due to the negligence of customer shall be the same as listed herein for the meter tests. The charge shall include testing of the repaired meter.
 - c. If the payment for damage, reinstallation, or testing is not paid within thirty (30) days of the billing date, service will be discontinued until the bill is paid.
 - d. Where steam or hot water is used, the customer shall install a check valve on the customer side of the meter.
- 7.9 **Meter Tests:**
- a. The Authority may test or replace a service meter at any time after notification.
 - b. After receipt of a written request and deposit, as included in the Schedule of Water Rates, the Authority will test the accuracy at a certified testing facility. If the meter accuracy is within 4%, the meter is considered accurate and the deposit will be retained. If the meter accuracy is not within 4%, the meter will be repaired or replaced at Authority expense and the deposit will be returned.
- 7.10 **Inaccurate Meters:** The quantity of water recorded by the meter shall be conclusive on both the customer and the Authority, except when the meter has been found by the Authority to be registering inaccurately or has ceased to register. In either case excepted above, the meter will be repaired promptly by the Authority and the quantity of water consumed for the billing period when the meter was out of service, or registering inaccurately, shall be estimated by the average registration of the meter on four (4) previous corresponding billing periods. In the event of a discrepancy, the meter register mounted (building interior) on the meter shall take precedence over remote read devices (building exterior).

- 7.11 **Leaks or Waste:** All water passing through a meter shall be charged for at the regular rate and no allowance will be made for excessive consumption due to leaks or waste.
- 7.12 **Reading and Registration of Meters:** Reading of meters shall be completed quarterly or other interval deemed proper by the Authority and the reading on the meter shall 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.

VIII. CROSS-CONNECTIONS AND INTERCONNECTIONS

- 8.1 **Cross Connections Prohibited:** No water service connection shall be installed or maintained to any premises where actual or potential cross-connections to the Authority water system or customer's water system may exist, unless such actual or potential cross-connections are abated or controlled to the satisfaction of the Authority.
- 8.2 **Backflow Prevention:** Backflow Prevention measures shall be installed and maintained per the Authority's Backflow Prevention Manual.

IX. FIRE SERVICE

9.1 **Public Fire Hydrants:**

- a. When a municipality desires the installation of a fire hydrant on the Authority system, the municipality shall make a written request to the Authority for the installation. The Authority reserves the right to request that a deposit, equal to the estimated cost of the hydrant installation, accompany the request. The hydrant installation, including connection, valve, piping, fittings, and hydrant shall be borne by the municipality before the water is turned on.
- b. 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 public main, to the sizes of the lines in the surrounding distribution system, to the available pressures, and to such other factors. The installation of all fire hydrants shall be in accordance with the Specifications of the Authority.
- c. Public fire protection service shall be paid by the municipality requesting the public fire hydrant at the rate stipulated in the Authority Schedule of Water Rates.

9.2 **Private Fire Service:**

- a. An Owner desiring private fire service shall submit an application to the Authority and shall pay all necessary charges before service is rendered.
- b. 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.
- c. Authority-approved meters and bypass meters on detector check valves installed on all new or replaced private fire service lines shall become Authority property.

- d. Authority-approved backflow preventers shall be installed on all private fire service lines at the customer's expense.
- e. Fire Service lines 4" and larger shall consist of a double detector check valve backflow preventer. The detector check valve contains a bypass meter that will measure any unauthorized flow.
- f. Fire Service lines smaller than 4" shall consist of full size meter and a double check valve.
- g. All fire service meters shall be maintained by the Authority at its expense, except for damage caused by the failure of the customer to protect the meter.
- h. The size of each private fire service line shall be approved by the Authority prior to installation.
- i. All meters and fire hydrants shall be installed in accordance with the Specifications of the Authority.
- j. No cross-connection shall be made between a fire service line and a domestic water service line.
- k. Private fire protection service charges shall be paid by the customer at the rate stipulated in the Schedule of Water Rates. These charges are compensation for "Standing Ready to Serve", and are in addition to any charges for consumption through fire service lines.
- l. No charge will be made for fire hydrants installed on the customer's side of the meter in cases where the meter has been sized to measure the fire flow and the customer is paying that metered rate.
- m. All water consumption through fire service lines will be billed at duly adopted Authority rates.

9.3 **Change of Location:** Whenever a municipality, owner, person, or persons desire a change in the location of any fire hydrant, the Authority, upon written request to do so, will make such a change if determined feasible and advisable at the expense of the requesting municipality owner, person, or persons.

9.4 **Use of Fire Hydrants:**

- a. No person except regularly appointed and authorized firemen on duty or duly authorized agents, servants, or employees of the Authority shall operate any fire hydrant unless specially authorized by the Authority.
- b. No public fire hydrant shall be used for any purpose other than fire purposes except with the written approval of the Authority. The Authority's approval of the use of water from fire hydrants for such purposes will not be granted except where such use is deemed necessary by the Authority and other means of obtaining water are not available. Any permit so granted shall be revocable at the discretion of the Authority.

9.5 **Maintenance:**

- a. All fire hydrants, except private fire hydrants, will be maintained by the Authority at its own cost and expense. Any expense for repairs caused by carelessness or negligence of the employees of the particular municipality, or the members of the fire department, shall be paid for by the municipality or by the fire department necessitating the repair.
- b. 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.

9.6 **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 guarantee any special service, pressure, capacity of facility, or other than is permitted by the ordinary and changing operating conditions of the Authority, as the same exists 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 any persons or property by reason of fire, water, failure to supply water pressure, or capacity.

9.7 **Ownership of Fire Hydrant:** All fire hydrants, except private fire hydrants, installed in the Authority's system shall be deemed to be owned by the Authority. The Authority shall specify the type of fire hydrant to be installed and shall inspect all fire hydrants upon installation. All fire hydrants shall be installed at approved locations that have been selected by the various municipalities in the Authority's service area with consideration being given to local firefighting authority and requirements of insurance underwriters.

X. WATER MAIN EXTENSIONS

10.1 **General:** The extension of water lines from the water system of the Authority shall be in accordance with the following Rules and Regulations and the Authority's Standard Specifications. All water main extensions shall be connected to main lines owned by the Authority, unless otherwise approved.

10.2 **General Requirements:** A water main extension shall be required by the Authority in all or any one of the following instances:

- a. For the furnishing of water service to an individual premise whose front property line does not abut the main waterline installed in a public right-of-way and owned by the Authority.
- b. For the furnishing of water service to a group of individual premises whose front property lines do not abut main waterlines installed in public right-of-way and owned by the Authority.
- c. For the furnishing of water 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 such 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 lines are installed in public rights-of-way, or where existing Authority owned lines are not capable of providing the requested fire flows.
- e. For the furnishing of a requested quantity of water for a premise or group of premises which is beyond the capability of the existing water supply system in the area where service is required.
- f. Such other similar instances.

10.3 Application for Extension:

- a. A written request for public water main extension must be submitted to the Authority for the purpose of obtaining approval of a water main extension and water service therefrom. Said application is to be signed by the Owner or Owners and be subject to the terms and conditions as are hereinafter set forth and included herein. The application, an executed Water Main Extension Agreement, and the Rules and Regulations and Specifications of the Authority shall regulate and control the installation of water main extensions and the furnishing of water service therefrom.
- b. The application shall be accompanied by complete plans of the proposed main extension for the review and subsequent approval of the Authority, and an initial escrow of \$1,365 to cover engineering, legal, and Authority administrative costs prior to the development of a Water Main Extension Agreement. Plans shall be prepared in accordance with the Authority's Standard Specifications for Water Main Installation.
- c. No construction of water facilities shall commence until the plans submitted by the Owner are approved by the Authority, a Water Main Extension Agreement is executed, and all conditions of the Agreement are met, the Owner satisfies all municipal regulations, and all deposits are paid.

10.4 Responsibility for Cost:

- a. The Owner shall bear all costs of the water main extension including, but not limited to, construction, engineering, preparation of record drawings, administrative, legal, review, and inspection costs, and land and rights-of-way.
- b. If it is the intent for the Authority to undertake the installation of the water main, the Owner shall deposit with the Authority prior to the execution of any work a sum of money sufficient to pay the estimated costs of the water main extension as determined in accordance with the procedures set forth herein. The deposit to be made upon the execution of the Water Main Extension Agreement between the Authority and the Owner.

- c. If the Authority approves the installation of the water main extension by the Owner through a qualified Contractor, the monies to be deposited shall be sufficient only to cover the cost of engineering review, legal, administrative, and inspection costs. Furthermore, the Owner shall provide construction security (form of security to be determined by the Authority) in the full amount to cover the total estimated cost of water main extension construction, including contingences. The Authority reserves the right to use the construction security to complete the installation of the water main extension in the event of default by the Owner or their Contractor. The construction security shall be delivered to the Authority prior to the execution of the Water Main Extension Agreement.
- d. No project services will be rendered until sufficient deposit funds are provided. Additional deposits may be requested as necessary. Unspent deposit funds will be returned to the Owner without interest after project completion. Authority expenses in excess of deposited funds will be invoiced to, and must be paid by, the Owner prior to receipt of water service.
- e. The Owner shall pay to the Authority, in advance, connection fees and other special charges applicable to all new service connections in accordance with the Authority's Rules and Regulations and Water Rate Schedule. The Authority, at its sole discretion, may allow the collection of the Customers Facilities Fee portion of the Connection Fee to be paid by the service applicant at the time of the installation of the service line.
- f. Normally, for water main extensions, the Owner shall furnish and install at his own expense the necessary service connection(s). Each service connection will include the connection to the main, corporation stop, service line, curb stop, curb box, and meter pit (if required), restoration, and is subject to Authority approval as to location and construction. When the Owner furnishes and installs the service connection, the connection fee will be adjusted accordingly. The Authority reserves the right, however, to furnish and install any service connection on its own.
- g. No revenue or connection fee refunds will be granted to an Owner by the Authority, except under extraordinary circumstances as determined by the Authority.

10.5 **Main Extension Agreement:** The Owner shall enter into a main extension agreement with the Authority prior to the execution of any work, the said agreement to contain such pertinent conditions as the following:

- a. The cost of all work to be borne by the Owner.
- b. The Owner shall be solely responsible for acquiring, and all associated costs related to, any and all permits that may or may not be required to complete the project, including, but not necessarily limited to the following:
 - 1) Environmental Permits (including wetlands, et al.);
 - 2) Floodplain Encroachment Permits;
 - 3) Pennsylvania State Highway Occupancy Permit;
 - 4) County Highway Occupancy Permit;
 - 5) Township Road Opening Permit;

- 6) Railroad Permit;
 - 7) NPDES Construction Permit;
 - 8) Erosion and Sediment Control Approval;
 - 9) Sewage Planning Module Approval.
- c. The materials and workmanship to be in accordance with the Specifications of the Authority.
 - d. The highways, streets, alleys, lanes, and public rights-of-way in which water main extensions are to be located must be dedicated to public use, the lines and grades thereof established, and the rough grading completed.
 - e. The ownership title to all installations and rights-of-way to be conveyed to and vested in the Authority.
 - f. The Authority to have the right to make further extensions beyond or laterally from the main extensions. Such extensions not to be considered as connections subject to any refund.
 - g. Upon application, review, and approval of the Authority, others have the right to make further extensions beyond or laterally from the main extensions. Such extensions providing refunds to the Owner to the extent as allowed by the laws of Pennsylvania.
 - h. The main extension agreement, together with all its terms and conditions, shall be binding upon an insure to the benefit of the respective successors or assigns or personal representatives of the parties thereto, as the case may be, but the agreement, other than the right to receive such payments as may be due thereunder, may not be assigned by the Owner without the prior written consent of the Authority.
- 10.6 **Limit of Water Main Extension:** The extension of a water main shall include the entire quantity of pipe line and appurtenant facilities required to conduct the supply of water from the end of the existing distribution system of the Authority to and across the entire frontage of the last property for which the Owner has requested water service.
- 10.7 **Size of Mains:**
- a. The Authority shall determine whether a water main extension is required in order to extend water service. In no case shall the waterline be less than 8-inches, except to deadends where it may be 6-inches at the sole discretion of the Authority.
 - b. If the Authority increases the size of a water main extension beyond that normally required to provide local service as determined by the Authority, the Authority may bear the increased cost based on cost data furnished by the applicant and approved by the Authority.
- 10.8 **Water Main Extension Alignment:**
- a. The layout and alignment of all water main extensions and appurtenances shall be reviewed and approved by the Authority or its Engineer.

- b. The number and location of fire hydrants, which shall be purchased and installed at the Owner's expense, per Authority Specifications shall conform to the requirements of the Authority's Engineer.

10.9 Rights-of-Way:

- a. All water main extensions shall be constructed in public rights-of-way or Authority owned easements. The Owner shall grant to, or procure for, the Authority any easements across his property, or others, that are necessary for the installation and maintenance of the water main extension.
- b. All areas of the water main extension, including rights-of-way easements, shall be graded to the satisfaction of the Authority prior to construction of the water main extension.

10.10 Ownership:

- a. The water main extension and other water facilities shall become the absolute property of the Authority on the date of formal acceptance by the Authority.
- b. The Owner shall dedicate, and the Authority will accept by written notification the dedication of, any water mains and appurtenances constructed under the Water Main Extension Agreement, providing the same are installed and successfully tested in compliance with Authority Specifications.
- c. Until conveyed to another person, the Owner and his assigns will be responsible for payment of all charges for water service to each service unit.

10.11 Eighteen Month Correction Period: Upon acceptance of the completed water main extensions, the Owner shall submit a Maintenance Bond equal to fifteen percent (15%) of the construction cost of the proposed work or five thousand dollars (\$5,000.00), whichever is greater is required. The Contractor shall also purchase and maintain such insurance as will protect the Authority from any claims. The said insurance shall be as required under the laws of Pennsylvania. Further, he shall remedy at no cost to the Authority any defects that develop therein during a period of 18 months from the date of final acceptance of the constructed facilities by the Authority.

10.12 Liability: The Authority accepts no responsibility or liability and shall be under no obligation to maintain, repair, or replace any water facilities installed by the Owner prior to the acceptance and dedication of said facilities.

10.13 Precedents: The granting of a particular application or an exception to these Rules and Regulations shall not operate as a precedent in any other case. The Authority may, through special action, grant an exception or exceptions to any rule, regulation, or charge.

XI. WATER SERVICE

11.1 Notice and Charges:

- a. The Authority reserves the right to shut off water for nonpayment of delinquent water bills and for any of the other reasons listed below. The Authority will give the customer thirty (30) days advance written notice (except in the case of a leak within the customer's service line, for which only seven (7) days written notice shall be given, See 6.7) of discontinuance, will post a written notice at the premises prior to shutting off service, and will follow procedures required by Pennsylvania law. Discontinued service will not be restored until a service restoration fee of \$50.00, plus any court, legal, or other applicable fees are paid to the Authority.
- b. There will be a \$25.00 charge for temporary shut-off and turn-on of water service made at the customer's request and performed during the Authority's normal weekday business hours.
- c. There will be a \$75.00 charge for temporary shut-off and turn-on of water service made at the customer's request and performed outside of the Authority's normal weekday business hours, including holidays.
- d. The Authority reserves the right to shut-off water service without notice during emergencies and the Authority shall not be liable for any damages or inconvenience suffered.

11.2 Supply of Water:

- a. The Authority shall not be liable for any water supply deficiency or its consequences.
- b. The Authority reserves the right to restrict water service in case of scarcity or whenever the public welfare may require restriction.

11.3 Discontinuance of Service:

- a. **By Customer:** Any customer may terminate his service contract with the Authority due to vacancy, change of ownership or occupancy, and have his water service discontinued upon giving at least 3 days written 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 written notice from him and the termination of service has taken effect as stated above.
 1. A new application shall be submitted each time there is a change in ownership or customer identity at a premises and the Authority shall have the right to discontinue service until a new application is made and approved.

2. 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 under any application may be discontinued by the Authority, after due notice, for any of the following reasons:
1. For misrepresentation in the application.
 2. 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.
 3. For willful waste of water through improper or imperfect pipes, fixtures, or otherwise.
 4. For failure to maintain in good order the service line and fixtures owned by the customer or Authority.
 5. For molesting, 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.
 6. In case of continued vacancy of the premises.
 7. For refusal of reasonable access to the premises for purposes of inspecting the piping, fixtures, and other water system appliances therein, or for reading, caring for, repairing, removing, or replacing meter.
 8. For neglecting or refusing to make or renew advance payments where required, or for nonpayment of water service, or for any other charge accrued under the application.
 9. Where the contract had been in any way terminated by the customer.
 10. 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.
 11. Refusal to conserve water during periods of advertised restricted supply.
 12. Refusal to permit the installation of a water meter.
 13. For resale of water except where subject to a special agreement.
 14. For premises where the demand for water is greatly in excess of past average or seasonal use, or where such excessive demands for water by the premises are, or may be detrimental or injurious to, or make inadequate, or in any way impair water service furnished to other customers.

15. At request of sewage utility for nonpayment of sewer bill.
 16. For violation of these Rules and Regulations or other requirements governing the supply of water furnished by the Authority.
- 11.4 **Suspension of Service Due to Emergency:** The Authority shall have the right, as necessity may arise in case of breakdown, emergency or for any other unavoidable cause, to 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 interruption 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 causes beyond its control. Such temporary shut-off of the water supply shall not entitle the customer to any abatement or deduction in or from the water service charges, nor the refund of any portion of such service charges paid in advance during or for the time of such shutoff. When a supply of water is to be temporarily shut off, notice will be given, when practicable, to all customers affected, 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.
- 11.5 **Renewal of Service after Discontinuance:** Service may be renewed under a proper application when the conditions under which such service was discontinued are corrected and upon the payment of all proper charges or amounts provided in the schedule of rates or rules of the Authority due from the applicant, and upon the receipt of a deposit, as set forth herein.

XII. MISCELLANEOUS REGULATIONS

- 12.1 **Service of Notices:**
- a. 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.
 - b. The Authority will send all such notices and bills to the address given on the application for water service until a notice of change, in writing, has been filed with the Authority by the applicant.
 - c. 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, door postings, and/or Authority telephone notification system designated by the Authority.
- 12.2 **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.

- 12.3 **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 proper quantity of water through any service connections, 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.
- 12.4 **Access by Authority Personnel:** Authorized employees of the Authority, designated by proper identification, 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; inspection, setting, reading, repairing, replacement, and removal of meter; and for all such justifiable purposes.
- 12.5 **Wholesale Consumers:** Any contract or wholesale purchase of water shall be acted upon by the Authority and shall contain such restrictions as the Authority may deem necessary to protect the supply to its regular retail customers. The sale of water shall be pursuant to an appropriate interconnection agreement at rate to be determined by the Authority and in accordance with the Rules and Regulations and Specifications then in effect.
- 12.6 **Construction Water:** The Authority may install meters on fire hydrants for use by contractors, the use of which shall not in any way interfere with the use of the hydrants for fire protection. The hydrants shall be opened and closed only by Authority personnel and the contractor shall pay in advance for water and expenses to be incurred by the Authority and the contractor shall be responsible for all damage arising from said usage.
- 12.7 **Hold Harmless/Indemnification:** The customer and/or his tenant shall indemnify and/or hold harmless College Township and/or the Authority from any loss or damage that may be directly or indirectly the result of or construction of the aforesaid water or service line and/or the construction of a water service line to the water system by the connection effected by the customer or College Township and/or the Authority.
- 12.8 **Liability of Authority:** The Authority shall not be liable for any damage resulting from leaks, broken pipes, or from any other cause occurring to within any house or building, between curb stop and meter, and it is expressly stipulated by and between the Authority and the customer that no claims shall be made against the said Authority on account of the bursting or breaking of any main or service pipe or any attachment to said water works.
- 12.9 **Rules and Regulations, Rates, and Specifications:** The College Township Water Authority will furnish water service only in accordance with the currently prevailing and as hereafter revised Schedule of Rates, Rules and Regulations of the Authority, which are made a part of every application, contract, agreement or license entered into between the property Owner, or customer, and the Authority.

The Authority hereby reserves the right, so often as it may deem necessary to alter, amend, and/or repeal the Schedule of Rates and/or these Rules and Regulations, or any part, and in whole or in part to substitute new Rates, Rules and Regulations, which altered, amended and/or new Rates, Rules and Regulations, 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.