



MEADVILLE AREA WATER AUTHORITY

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RULES AND REGULATIONS

GOVERNING WATER SERVICE

PROVIDED BY

MEADVILLE AREA WATER AUTHORITY

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**MEADVILLE AREA WATER AUTHORITY
COUNTY OF CRAWFORD, COMMONWEALTH OF PENNSYLVANIA
RULES AND REGULATIONS GOVERNING WATER SERVICE**

SECTION I - DEFINITIONS

AIR CONDITIONING SYSTEM:

Any combination of equipment whether compressor or other type, by which heat is removed from the air of temperatures which are less than 60 degrees Fahrenheit, and from which the accumulation of effluent heat is wholly or partially removed by the use of water.

AUTHORITY:

The word "Authority", whenever the same appears herein, means Meadville Area Water Authority, a corporate body existing under the laws of the Commonwealth of Pennsylvania.

CUSTOMER:

The word "Customer", as used herein, means the owner or the tenant contracting for or using water service on a single premises; and the word "Customers" means all so contracting for and using service.

DUE DATE:

The date upon which a bill or notice indicates that payment is due.

INTERCONNECTION:

An interconnection is a plumbing arrangement, other than a cross connection, by which contamination might be admitted or drawn into lines connected therewith used for the conveyance of potable water.

MAINS:

Distribution pipelines which are located in streets, highways, public ways or private right-of-way, and which are used to serve the general public.

MAIN EXTENSIONS:

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

CROSS CONNECTION:

A connection to a water supply, the source of which is other than the water lines owned by the Meadville Area Water Authority. These connections are unauthorized and illegal.

OPERATOR:

An entity contracted by the Meadville Area Water Authority to operate and manage the water system.

OWNER:

The word "Owner", whenever the same appears herein, means the person, firm, 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 by the Authority; and the word "Owners" means all so

interested.

PREMISES:

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

- a. A building under one roof owned or leased by one customer and occupied as one residence or one place of business; or
- b. A group or combination of buildings owned by one customer, in one common enclosure, occupied by one family or one organization, corporation or firm, as a residence or place of business, or for manufacturing or industrial purposes, or as a hospital, church, public or private school or similar institution, except as otherwise noted herein; or
- c. 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 areaway, or patio or by some similar means or structure; or
- d. A public building devoted entirely to public use, such as
 - i. city hall, schoolhouse, fire house; or
 - ii. a single vacant lot or park or playground; or
 - iii. each house in a row of houses; or
 - iv. each dwelling unit in a row of houses; or
 - v. a dwelling unit with exclusive culinary facilities designed for occupancy and used by one person or one family (household); or
 - vi. 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
 - vii. each trailer, whether free standing or located in a trailer park area.

RATE SCHEDULE (TARIFF):

The entire body of effective rates, rentals, charges and regulations, as published by the Authority, are made a part of these Rules and Regulations.

REFRIGERATION SYSTEM:

Any combination of equipment, whether compressor or other type, by which heat is removed from the air of temperatures which are not less than 60 degrees fahrenheit, and from which the accumulation of effluent heat is wholly or partially removed by the use of water.

SERVICE-COMMERCIAL:

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

SERVICE-DOMESTIC:

Provision of water for office or household residential purposes, including water for sprinkling lawns, gardens (not commercial type) and shrubbery, watering livestock, washing vehicles, and other similar and customary purposes.

SERVICE-INDUSTRIAL:

Provision of water to premises for use in manufacturing or processing activities.

SERVICE - METERED:

Provision of water to premises in measured quantities.

SERVICE - MULTIPLE:

Provision of water through one meter installation to more than one premises (see Section V, Item 7).

SERVICE - PRIVATE FIRE PROTECTION:

Provision of water to premises exclusively for fire protection.

SERVICE - PUBLIC FIRE PROTECTION:

The furnishing of service through public fire hydrants.

SERVICE - PUBLIC OR MUNICIPAL:

Provision of water to a municipal subdivision of the Commonwealth of Pennsylvania or agency thereof or to other similar public bodies.

SERVICE - TEMPORARY:

A service for uses which are not permanent.

SERVICE LINE CONNECTIONS:

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 connection to the corporation stop and extending to the point of connection to the curb stop, the curb stop, the services box and such other facilities.

SERVICE LINE EXTENSION:

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 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.

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.

TAPPING FEES:

A fee which shall not exceed an amount based upon some or all of the following fee components:

- a. Capacity Part - A fee for capacity-related facilities which may not exceed an amount that is based upon the cost of such facilities, including, but not limited to source of supply, treatment, pumping, transmission, trunk, interceptor and

outfall mains, storage, sludge treatment or disposal, interconnection or other general system facilities. These facilities include those that provide existing service and those that will provide future service.

- b. Connection Fee - A fee which may not exceed an amount based upon the cost of distribution facilities required to provide service such as mains, hydrants and pumping stations. These facilities will include those that provide existing service and or those that will provide future service.
- c. Special Purpose Part - Fees for special purpose facilities applicable only to a particular group of customers, or serving a particular purpose and/or serving a specific area, based upon the cost of such facilities, including but not limited to booster pump stations and fire service facilities. These facilities will include those that provide existing service and/or those that will provide future service. Special purpose charges will be accessed as part of a tapping fee only on a case-by-case basis and only based upon the cost of those facilities necessary to service the needs of the particular customer in question.

SECTION II - CONDITIONS OF SERVICE

1.0 GENERAL:

The Authority will furnish water and services only in accordance with the currently prevailing and as hereafter revised Rates, Rules and Regulations of the Authority, which Rates, Rules and Regulations are made a part of every application, contract, and agreement of license entered into between the property owner or customer and the Authority. *These Rates, Rules and Regulations Governing Water Service are applicable alike to the main or basic service system and districts herein and to the suburban area system and districts therein, except as otherwise set forth.*

The Authority hereby reserves the right, so often as it may deem necessary, to alter, amend, and/or repeal the Rates and/or these Rules and Regulations, or any part; and in whole or in part to substitute new Rates, Rules and Regulations, which altered, amended and/or new Rates, Rules and Regulations shall forthwith, become and thereafter be a part of every such application, contract, agreement or license for water service in affect at the time of such alteration, amendment and/or adoption.

2.0 PRIVATE WELLS:

Any person or entity with a Meadville Area Water Authority main water line available to their premises shall access this main water line in accordance with prevailing city and township(s) ordinances.

SECTION III - APPLICATION FOR SERVICE AND CONTRACTS

1.0 APPLICATION FOR WATER SERVICE:

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 must be signed by the owner or tenant of the premises or the owner or tenant's duly authorized agent.

When the Authority has agreed to provide water service through a separate meter and separate service line to a residential dwelling unit in which the owner does not reside, the owner shall be liable to pay the tenant's bill for service rendered to the tenant by the Authority only if the

Authority notifies the owner and the tenant within 30 days after the bill first becomes overdue. Such notification shall be provided by first class mail to the address of the owner provided to the Authority by the owner and to the billing address of the tenant respectively. Nothing herein, shall be construed to require the Authority to terminate service to the tenant provided that the owner shall not be liable for any service which the Authority provides to the tenant 90 or more days after the tenant's bill first becomes due unless the Authority has been prevented by court order from terminating service to that tenant.

The Authority will make every attempt to notify the landlord as soon as permissible under the law of any delinquency of a tenant who has been provided service through a separate meter and separate service line. In the event that a tenant has vacated a unit without notice to the Water Authority, the Water Authority will continue to exert every effort to collect any delinquent water bills due and owing at the time of the vacation of the premises. Provided however, that the landlord shall be requested to provide any assistance to the Authority by providing the Authority with a forwarding address of the tenant or other appropriate information as to the tenant's whereabouts. Notwithstanding such assistance, the landlord will be responsible for payment in accordance with the preceding paragraph.

Before any application for water service made by a tenant will be approved, the owner of the premises shall provide to the Water Authority an address where the owner will accept mail for the purposes set forth in this section. It shall be the responsibility of the owner to notify the Water Authority of any change of address within 30 days of the occurrence of such change.

2.0 APPLICATION - A CONTRACT:

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

3.0 CONTRACTS WITH DELINQUENTS:

No agreement will be entered into by the Authority with any applicant for water service, whether owner or tenant, until all arrears for water, rents, bills for meter repairs or other charges, due from applicant and/or owner 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 the service was suspended.

4.0 SPECIAL CONTRACTS:

The Authority may require, prior to approval of services, special contracts other than applications under the following conditions:

- a If the construction of an extension and/or other facilities is necessary;
- b For providing temporary service, including water service for building or other special purposes. Water for building purposes shall be used only from a temporary metered connection approved by the Authority, and shall not be permitted for flow into the house fixtures. See attached Rate Schedule;
- c For standby or fire protection service;
- d For connections with other qualified utilities or political subdivisions;

- e If deemed necessary by the Authority.

5.0 GOVERNMENTAL REGULATIONS A PART OF CONTRACT:

All contracts for water service shall be subject to the following provision. The contract shall at all times be subject to such changes or modifications as may be directed by action of the Legislature of the Commonwealth of Pennsylvania or any other regulatory body.

6.0 INDIVIDUAL LIABILITY FOR JOINT SERVICE:

Two or more parties who join to make application for service shall be jointly and severally liable and shall be sent one single periodic bill to the person designated by the parties.

7.0 CONDITION OF PLUMBING SYSTEM:

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

SECTION IV - CHARGES

1.0 GENERAL:

Charges are as defined in the Rate Schedule.

SECTION V - SERVICE CONNECTIONS

1.0 SERVICE LINE EXTENSION:

The Authority reserves the right to defer the installation of service connections during inclement weather until such times as, in the judgement of the Authority, conditions are suitable for an expeditious and economical installation.

The Authority reserves the right to determine the size and the kind of the service line connection.

- a. Back Flow Preventers Required - American Water Works Association (AWWA) approved back flow preventers will be required on all services connected to the Meadville Area Water Authority System. Beginning with the effective date of these regulations all new services will be required to install back flow preventers. Existing customers shall be required to install backflow preventers in accordance with the schedule set forth in Schedule A attached hereto and made a part hereof. **ANY SERVICE RENEWED BY THE AUTHORITY WILL REQUIRE THE INSTALLATION OF A BACK FLOW PREVENTER PRIOR TO COMPLETION.**
- b. Maintenance: All service lines between the curb box and the meter shall be maintained by the property owner without expense to the Authority for repairs, renewals or replacements. Any leaks in such service lines must be repaired immediately by the owner or occupant of the premises. The Water Authority reserves the right to discontinue service to any owner who fails to make any repairs

required for a continuous period of five days after notice of an obligation to make such repairs is served on the owner by first class mail to the address of the owner provided to the Authority. Provided that, if the Authority, in its discretion, determines that an emergency situation exists the customer's service will be suspended pursuant to Section VII (4) until repairs are completed by the owner.

When meter boxes are located at the curb, the riser pipes and connections therein will be installed by and at the expense of the customer, and no customer or workman shall alter, change or in any way tamper with the meter box, meter, or piping and connections therein without authorization from the Authority.

In cases where services are frozen, the Authority will, at its own expense, thaw out the service connection to the curb stop. The thawing out of the service pipe from the curb stop to the premises shall be done by the customer at his own expense. To avoid a recurrence of freezing, the Authority will make an examination of customer's service pipe and, if the same is not at a depth of four feet as required, the Authority shall have the right to require it to be relocated before service is resumed.

- c. Installation: the service line extension, and all required appurtenances, shall be installed by the customer at his expense. The installation shall be in accordance with the following requirements:

2.0 GENERAL:

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

- a. Material and Size - The material for all service lines two inches in size and under shall be first quality soft copper service tubing, Type K, copper pipe "I.P." size, as manufactured in accordance with Federal Specification W-T799 and its latest revisions or Polyethylene (PE) pressure pipe with a minimal pressure class rating of 200 p.s.i., manufactured and installed in accordance with AWWA Standard C901-02. All service lines over two inches in size shall be ductile iron pipe, or PVC manufactured in accordance with the Specifications of the American Water Works Association Number A21.2 or A21.6, and shall have bell and spigot or mechanical joint ends, the latter type joints to be in accordance with American Standards Association Specification A21.11; the pipe to be the Class required for the particular service.
- b. Installation and Testing Requirements
 - i. Installation - The service line extension must be laid in a straight line, at right angles to the street where possible, and at a depth to provide not less

than 4 feet cover, and as necessary to secure proper alignment and avoid obstacles. The bottom of the trench shall be excavated so as to conform to the curvature of the pipe and afford good bearing surface.

Where rock is encountered, the excavation shall be carried below the bottom of the pipe for the distance required and the excavation backfilled with earth or clay well tamped to the proper grade. PE service lines shall be embedded with sand and a tracer wire (14 gauge insulated copper detection wire) attached to the PE pipe and stubbed up at the curb box and water service line inside the building.

No service pipe shall be laid in the same trench with gas pipe, drain or sewer pipe, or any other facility of another public service company or within three feet thereof, nor within three feet of any open excavation or vault.

The joints in pipe laid under ground shall be made with a mechanical coupling of a design and material satisfactory to the Authority, no soldered joint shall be used, and no joints shall be made within a distance of less than five feet from the exterior wall of the premises. All pipe passing through foundation or bearing walls shall be provided with suitable sleeves and the annular space between the sleeve and the pipe made watertight. The sleeves shall be the size specified by the Authority. The installation of the service lines shall be in complete accordance with the Standard Specifications of the Authority with respect to such work, copies of which are available at the Operator's office.

- ii. Hydrostatic Tests - No service line shall be covered until the service line is filled with water and subjected to a hydrostatic test, this test to be observed by a representative of the Authority.

The line shall be slowly filled with water, all air expelled and the maximum pressure in the Authority system allowed to develop in the service line. All pipe, fittings, valves and joints shall be carefully examined during the test. All materials found defective shall be removed and replaced with sound and satisfactory materials and all leaks completely eliminated.

The Authority exercises the right to require that the small service line be subjected to a hydrostatic test of 200 lbs for 2 hours, and will require such a test on all service line extensions, including fire protection lines, the test pressure in no case in connection with this increased pressure test to be less than 200 pounds.

- iii. Inspection - The Authority shall be notified when the installation is completed and prior to backfilling, so that the service line can be subjected to the aforesaid hydrostatic test in the presence of a representative of the Authority and an inspection made of both workmanship and materials.

The notice shall include such data as the location, the name of the owner and tenant and the time the work will be ready for inspection.

Water will not be supplied through the service line extension or any related part thereof or through any service or supply line which has not been inspected in the open trench and approved by the Authority. This regulation applies to both original installation and repairs. The Authority may charge a fee for the inspection of an original installation and a fee for each additional trip necessary to complete the inspection, said fees to be the charges in effect at the time of said inspection work. If the inspection indicates failure to comply with the requirements, water service will not be granted until the proper remedial measures have been taken.

3.0 MAINTENANCE - SERVICE LINE EXTENSION:

All service lines shall be maintained in satisfactory condition by the customer; and all valves, meters and appliances furnished and owned by the Authority and on the property of the customer shall be protected properly and cared for by said customer. When repairs, renewals or replacements or other necessary work are required on the aforesaid facilities of the customer, the customer shall employ, without delay, competent tradesmen to do the work, all said work shall be done at the expense of the customer.

The operation or use of the curb stop shall be subject to control by Authority employees only.

4.0 LENGTH OF SERVICE LINE:

The Authority will exercise the right, in cases where the length of the service line extension exceeds 100 feet to inspect and approve the service line and in all cases where deemed advisable, to require the customer to construct, at his expense, a watertight brick or concrete or 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.

5.0 PENALTY FOR PLACING OBSTRUCTION OVER, IN OR AROUND CURB BOXES:

If obstructions are placed over, in or around curb boxes in such manner as to prevent normal operation of the curb stop or to result in damage to the curb box, curb stop or service line, the Authority reserves the right to remove any obstruction to the curb stop, curb box or service line. In the event of such removal, the Authority will not be liable for any damage occasioned as a consequence of the process of removal of any obstruction.

Prior to laying new cement sidewalks, making changes in the grade or other changes in sidewalk construction, the customer shall notify the Authority, in order that the Authority may relocate the curb box and the meter box, if any, at the proper grade. If such notice is not given and the box or boxes are covered or cemented 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 damage to the sidewalk.

Before service will be renewed, the customer shall pay to the Authority the expense 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.

6.0 ONE SERVICE CONNECTION FOR EACH CUSTOMER:

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

7.0 SINGLE SERVICE LINE WITH TWO OR MORE CUSTOMERS:

The Authority acknowledges that prior to the passage of these regulations the predecessors to the Authority have allowed connection of two or more customers through a single service line, this section is designed to deal with those customers. However, as is set forth in Section VI above, no future customers will be allowed to connect in this manner. Where two or more customers are supplied through a single service line, any violation of the Rules of the Authority by either or any of said customers shall be deemed to be a violation as to all; and unless said violation is corrected after reasonable notice, the Authority may take such action as may 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 had been given notice and a reasonable time to attach his service pipe to a separately controlled service connection. In the event that a landlord is servicing multiple tenant dwellings from a single service line with one meter, the account shall be the responsibility and remain in the name of the landlord/owner.

8.0 OTHER SERVICE LINE EXTENSION REQUIREMENTS:

The Authority reserves the right to require any owner to install on or in conjunction with his service line, such valves, stop cocks, check valves, relief valves, pressure regulator, air chamber, tank, float valve or other apparatus of approved design, when and where, in its opinion, the conditions may require it for the safeguarding and protection of the Authority's property or the water supply.

Should the use of water through a service line connection become excessive during period of peak use, and cause a substantial decrease in pressure in the distribution system of the Authority to the extent that normal water service to other customers is impaired, the Authority exercises the right to require the installation of the properly designed and adequate storage and other required facilities on the system of the premises involved.

The said facilities shall include all piping, valves, fittings, storage structures, pumps, automatic controls and such other appurtenances as are required to permit the storage of water and delivery periods of peak use on the premises, and thereby avoid direct use from the system of the Authority during such periods. The basic design for such system shall be subject to approval by the Authority.

When steam boilers take a supply of water directly from the service pipe, depending upon the hydraulic or hydrostatic pressure in the pipe system of the Authority for their supply under working pressure, it will be at the risk of the parties making such attachments, as the Authority will not be responsible for any accidents to which such devices are frequently subject.

House boilers for domestic use in all cases must be provided with vacuum valves to prevent collapsing when water is shut off from the distributing pipes. The Authority will in no case be

responsible for accidents or damages resulting from failure to observe this rule or due to conditions in the distribution pipes, or from the imperfect action of any such valves, or due to such other causes.

9.0 CHANGE IN LOCATION OF SERVICE LINE CONNECTION:

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

10.0 RENEWAL OF SERVICE LINE:

Where renewal of a service line from the street main to the curb is found necessary, the Authority will renew said service in the same location as the old one if possible. If the property owner or customer, for his own convenience, desires the new service line at some other location and agrees to pay all expenses of such relocation in excess of the cost of laying the service line in the same location as the old service line and cutting off and disconnecting the old service line, the Authority will lay the new service line at the location desired. Any new service line must have a backflow preventer, referred to in Section V (1) (a) of these regulations.

11.0 USE OF CURB STOPS:

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

SECTION VI – METERS

1.0 GENERAL:

All meters, unless otherwise indicated, will be furnished , installed and inspected by the Authority, subject to the fees currently in effect, and will remain the property of the Authority and be accessible to and subject to its own control and maintenance.

2.0 SIZE OF METER:

The Authority reserves the right in all cases to stipulate the size and type of 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 exceeds the recommended meter capacity, and reserves the right to charge the fees currently in effect for the larger meters.

The minimum size of a meter installed shall be the same size as the service line, except that, on 3/4 - inch or 1-inch line serving a domestic customer, a 5/8 inch meter may be installed.

2.0 LOCATION:

The location for the meter 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 the freezing or other harm.

No fixture shall be attached to, or any branch made in, the service pipe between the meter and the street main.

In cases where there is not a practical place to place the meter within the building, the Authority may require the property owner to construct inside the property line, a brick or concrete or approved meter pit with a suitable cover or a similar type of approved meter box, 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 its ready installation or removal.

3.0 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 customer. The customer shall employ for this work the services of skilled tradesmen, qualified and approved by the Authority, who shall cooperate with the Authority and install the piping and appurtenances in accordance with the dimensions and requirements for each specific case, so that the meter or meters can be properly installed and connected by the Authority.

The customer shall furnish and install on the service line a wheel handle round way stop cock or gate valve, without waste, the same size as the service line on the street side and immediately before the meter, and a stop and waste cock or valve on the outlet side and immediately after the meter. A suitable check valve shall be furnished and installed by the customer at a point between the stop and waste cock or valve and the meter. When a check valve is installed, a safety valve shall be furnished and installed by the customer at a convenient point in the house piping to relieve excess pressures due to heating of water. The customer will also furnish and install a back flow preventer (Section V - Service Connections).

For all services over 2 inches, where there is a demand or necessity for uninterrupted water service, in order to eliminate inconvenience to both the customer and the Authority when repairs to or replacement of the meter is necessary, the Authority may, at its option, require the installation of a battery of two lines on the one service line, with a combined capacity approximately equal to the capacity of the single line requested. Such installations shall be properly valved to control or put any single line out of service and permit its removal without interruption of service through the remaining meter or meters.

4.0 MAINTENANCE CARE AND RESPONSIBILITY FOR DAMAGE:

The Authority will maintain all meters and remotes at its expense, except meters and remotes for which the customer is liable and responsible for all damage while located on their premises. In the event of the injury to or nonworking of the meter and/or remote, the customer shall promptly notify the Authority. The Authority will furnish and set another meter and/or remote to replace those frozen or damaged by such causes, and the cost of the repairs shall be billed to the customer in accordance with the Rate Schedule.

5.0 METER TESTS:

All meters will be accurately tested before installation and thereafter periodically tested.

Should the customer at any time doubt the accuracy or correctness of the meter measuring water delivered to the customer's premises, the Authority will make a test of the accuracy of the meter. A customer may require the meter to be sealed in his presence before removal, which seal shall not be broken until the test is made in his presence. If the meter tested is found to be accurate within the limits herein specified, the customer will be charged a fee as set forth in the

Rate Schedule. If the meter tolerances are outside the appropriate limits, the test will be made at no charge to the owner. When making such request, the customer shall agree to the basis of payment currently in effect.

A report of such test shall be made to the customer and a complete record of such tests shall be kept by the Authority. Rates for testing meters will be furnished by the Authority.

In the event the meter so tested is found to have an error in registration in excess of four percent (4%), the cost of the test will be borne by the Authority and the advance fee will be refunded. The bill, based on the last reading of such meters, shall be corrected accordingly. This correction shall apply prospectively.

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 places, either permanently or temporarily.

6.0 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.

7.0 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. A fee will be charged for broken seals in accordance with the Rate Schedule.

8.0 LEAKS:

Customers are urged to give careful attention to their plumbing and fixtures and make immediate correction of any leaks. No allowance will be made by the Authority for water used, lost, stolen or otherwise wasted through the water meter.

9.0 READING AND REGISTRATION OF METERS:

Reading of meters shall be taken periodically at the option of the Authority, and the quantity recorded by the meter shall be taken to be the amount of water passing through the meter, which amount will be conclusive on both the customer and the Authority, except when the meter has been found to be registering inaccurately or has ceased to register. In such cases, the quantity may be determined by the average registration of another meter for a period of at least 20 days, or of the same meter for a period of at least 29 days after it has been repaired, tested and requested; or the quantity consumed during a previous corresponding period may be used as a basis for settlement.

10.0 ACCESS TO METERS:

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

Should the Authority's agent empowered to read meters and/or remotes, be unable to obtain

access for the three consecutive, regular periods of meter readings, as relates to domestic service, and two consecutive periods as relates to other services, the customer may be notified of his default by leaving a notice on the premises that customer must arrange for access for the Authority meter reader within five days. Should customer fail to make such arrangements for meter reading during meter reader's normal working hours (7:00 A.M. - 2:30 P.M.) within said five day period, a notice shall be given either by registered mail or by delivery to an adult member of customer's household on the premises. Said notice shall advise water service will be discontinued five days after mailing or service of the notice, unless customer has ceased to be in default under the terms of these Rules and Regulations.

11.0 NOTIFICATION RELATIVE TO CONDITION OF METER:

The customer shall notify the Authority of damage to or of the nonworking of the meter, or of the breaking of the seal or seal wire, as soon as he is cognizant of such a condition.

12.0 MINIMUM CHARGE:

Every meter installed is subject to a fixed minimum charge in accordance with the Rate Schedule. Such minimum shall be nonabatable for a nonuser of water and noncumulative against subsequent consumption. In the case of fractional bills, charges and allowances shall be prorated.

13.0 METER REMOVAL:

If the Authority is required to remove a meter at the request of a customer, the customer will be charged according to the Rate Schedule.

SECTION VII - SERVICE

1.0 BY CUSTOMER:

Any customer may terminate his service contract with the Authority by reason of moving permanently away from the premises, and have his water service discontinued upon giving no less than three (3) days notice to the Authority, and upon the lapse of a reasonable time 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 until a final reading is taken.

When a customer temporarily suspends service, water shall not again be furnished to such person until the minimum meter charge has been paid for the period of nonuse, provided such period charged shall not exceed four quarters or one year. This charge shall be in addition to any other charge due from the customer.

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.

2.0 BY AUTHORITY:

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

- a 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;
- b For willful waste of water through improper or imperfect pipes, fixtures or otherwise;

- c For failure to maintain in good order the service lines and fixtures owned by the applicant;
- d 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;
- e In case of continued vacancy of the premises;
- f 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 or removing meters and/or remotes;
- g For the 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;
- h For making 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;
- i For resale of water except where subject to a special agreement;
- j For premises where the demand for water is greatly in excess of past average of 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;
- k For premises where apparatus, appliances or equipment using water is dangerous, unsafe and not in conformity with laws or ordinances;
- l For fraud or abuse;
- m For violation of these Rules and Regulations or other requirements governing the supply of water furnished by the Authority.

3.0 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 of amounts provided in the Rate Schedule of rules of the Authority due from the applicant.

4.0 SUSPENSION OF SERVICE DUE TO EMERGENCY:

The Authority shall have the right, as necessity may arise in case of breakdown, emergency or for any other unavoidable cause, to cut off the water supply temporarily in order to make necessary repairs, connections, meet any emergency, 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 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 shutoff of the water supply shall not entitle the customer to any abatement or deduction in or from the water service charges, nor the refund or any portion of such service charges paid in advance during or for the time of such shutoff. When a supply of water is to be temporarily cut off, notice will 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 shutoff 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 shutoff due to emergencies or otherwise.

SECTION VIII - PUBLIC FIRE SERVICE

1.0 MAINTENANCE:

All fire hydrants will be maintained 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.

2.0 ALLOWABLE USE:

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

3.0 CHANGE OF LOCATION:

Whenever a municipality or person or persons desire a change in the location of any fire hydrant, the Authority, upon written request will make such change if determined feasible, at the expense of the municipality or person or persons, making such request subject to the right of the Authority to refuse relocation because of size of main, pressure, condition of distribution system or other reasonable causes. **The Authority will not approve changes which will compromise the fire protection of property within the area of the original hydrant.**

4.0 INSPECTION:

Upon request of the duly authorized officials of the City of Meadville or any municipality serviced by the Authority, the Authority will make inspections at convenient times and at reasonable intervals to determine the condition of fire hydrants located within said municipalities. Such inspection shall be made by a representative of the Authority and a duly authorized representative of the municipality requesting the inspection.

SECTION IX - PRIVATE SERVICE

1.0 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 connection for private fire protection service. The application shall be accompanied by accurate plans showing the proposed fire protection system. **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 and the local Fire Department.**

2.0 APPROVAL OF APPLICATIONS:

The application does not bind the Authority to approve the requested special connection. It is the customer's responsibility to provide an engineering study of each proposed installation to determine whether such a connection is reasonable and practical, and whether such a connection will in any way endanger the general water service in the vicinity; the Authority reserves the right to refuse approval of an application. The Authority further reserves the right to make an approval, subject to the installation of adequate storage facilities and related

appurtenances on the premises, if found necessary in order to permit maintenance of adequate water service to other customers.

3.0 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 owner and the Authority, containing the following terms and conditions and containing such other terms and conditions as are found necessary.

- a. That 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 may be deemed necessary, and 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 the same.
- b. That the service connection from the street main up to and including the curb or valve and control box and control valve shall be installed at the expense of the customer 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 the approved locations.
- c. All private fire systems shall be designed to the current NFPA standards governing these systems.
- d. That all fixtures and openings (other than the controlling valves) shall be kept closed and sealed and not open or used except in times of fire.
- e. That the applicant agrees the Authority shall not be considered in any manner an insurer of property or persons, or to have undertaken to extinguish fire or to protect any person or property against loss or damage by fire or otherwise.
- f. That the applicant does not contemplate uses of fixtures other than herein stated. If a supply for use other than extinguishment of fire is desired by the applicant, the same shall be taken only through a service pipe connected with the street main of the Authority and not connected directly or indirectly with the service pipe contemplated by this application. Where it suits the convenience of the Authority to allow dual domestic service-fire connections for a particular customer the Authority shall have the discretion to consider alternate designs, which employ a single service pipe connected with a street main, on a case by case basis. Any waste or use of water for purposes other than the extinguishment of fire through this connection shall be deemed a violation of the terms and conditions of this application and the rules and regulations of the Authority.
- g. That the applicant shall furnish, attach and make a part hereof, an accurate drawing showing the pipes, valves, hydrants, tank openings and appurtenances contemplated in this application. Such drawings must also show any other water supply system and pipelines and appurtenances which may exist on the premises. There is no connection between such other supply and pipes connected to the Authority's mains.
- h. That the rights and obligations of the applicant hereunder shall be further subject

at all times to the Rates, Rules and Regulations of the Authority that now exist or which may hereafter be adopted.

- i. That 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. That the Authority has the right to discontinue or disconnect said service pipe and terminate the application, upon written notice given 15 days in advance by the Authority to the applicant, for failure to pay and bill when due or for any violation or any of the terms and conditions of this application, or for any violation of its rules.
- k. In case of an emergency the Authority has the right to shut off all or any part of its facilities and discontinue the service without notice in order that the Authority can make repairs, alterations or additions to existing facilities. Further, the Authority will interrupt services without notice 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.
- l. The entire installation, from the street main and including the hydrant, shall be installed at the expense of the customer.

4.0 GENERAL CONDITIONS - PRIVATE FIRE HYDRANTS:

The private fire hydrant or fire hydrants installed on a separate fire service main, will be subject to flat charges under flat Rates - Private Fire Service, subject to a special contract and to the rules and regulations controlling such service.

Such connections, where allowed, are to be used solely for the extinguishment of fire and for no other purpose, except upon written consent of the Authority; and any violation of this provision shall be cause for the cancellation of the contract and discontinuance of the service.

SECTION X - RESPONSIBILITY FOR FIRE SERVICE

1.0 LIABILITY:

The Authority, by the provision of public or private fire service or water service of any kind does not warrant that it will provide any special pressure, capacity, or facilities other than can be supplied by the ordinary and changing operating conditions of the Authority, as the same exist from day to day. The Authority does not assume any liability to any party for injury to persons or property as a consequence of fire, lack of water, failure to supply water pressure or capacity or for any malfunction of Authority owned equipment.

SECTION XI - BILLS AND PAYMENTS

1.0 PLACE OF PAYMENT:

All bills are payable at any office or any pay agency as designated by the Authority.

2.0 BASIS FOR PREPARATION OF BILLS:

All bills for services furnished by the Authority will be based on the published Rate Schedule of the Authority. All bills shall be rendered and are due and payable as noted on the bill.

Each premises will be subjected to a fixed minimum charge for each meter, based on the size of the meter in accordance with the Rate Schedule. Such minimum charge shall be nonabatable

for a nonuser of water, and noncumulative against subsequent consumption. In case of fractional bills covering less than the billing period, 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.

3.0 BILLS RENDERED AND DUE:

The Authority will make regular meter readings either monthly or quarterly, at its option, and bills will be rendered as soon as practicable after the reading of the respective meters.

All bills are due and payable by the Due Date as required by these Rules and Regulations. Payment of the bill after the Due Date will incur such penalty added to the bill as is currently in effect.

If bills are not paid within the required period during which the gross amount shown thereon applies, a delinquent notice may be served by mail, telephone calls, or in person to the effect that, unless the bill is paid within the number of days currently allowed, service will be discontinued.

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

The Authority may mail or deliver the bills and notices to the customer at his 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 drawee 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.

4.0 DELINQUENT ACCOUNTS – NOTICES AND FEES:

Any account that is delinquent in the payment of water charges for a period in excess of thirty (30) days shall be considered delinquent. Upon any account becoming delinquent for payment of water services, the Authority shall provide a mailed written notice (“Shut Off Notice”) to the resident and, if different, the owner of the premises, advising both persons of the delinquency. This delinquency may be disputed by filing a written statement of the reasons for the dispute with the Authority. If such a dispute is filed, it will be investigated and a formal written response will be given within twenty (20) days. The termination will be deferred pending the processing of the dispute.

If payment is not rendered to the Authority within ten (10) days of the Shut Off Notice, the Authority shall post a notice of the delinquency at the residence of the delinquent account (“Posting”), advising the resident of the date that the water services will be terminated. A **charge for posting** in the amount currently in effect will be added to the delinquent account at this time. If the Authority receives no response to the Posting, water service will be

disconnected on the day previously indicated on the Posting. A termination notice will be posted at the delinquent residence advising the delinquent account holder of the requirements for reconnection, and of the **termination charge** in the amount currently in effect that was added to the delinquent account at that time. In order for water service to be reconnected, a **reconnection charge** in the amount currently in effect must also be paid in addition to the total balance due on the account. This payment must be made in cash or money order at the offices of the Authority.

If a delinquent account holder is unable to pay the balance due on the account prior to the termination date, the Authority shall offer a reasonable installment payment agreement plan to delinquent account holders who have not previously defaulted on an installment payment agreement. Any installment **payment is to be made in addition to the amount due on the delinquent customer's regular monthly bills**. A payment agreement may be denied to any delinquent customer who has defaulted on prior agreements.

Normal hours for service reconnections by the Authority are 7:00 a.m. to 2:30 p.m. Monday through Friday. In case of an emergency, after-hours reconnection services may be requested. A special additional charge according to the Rate Schedule for after-hours service will be levied. **This charge, in addition to the amounts specified above, must be paid in cash and in advance prior to restoration of service.**

4.1 ASSESSMENT OF ATTORNEY FEES TO DELIQUENT ACCOUNTS:

In the collection of delinquent user charges and other municipal authority claims and assessments covered by the Pennsylvania Municipal Claims Act, the Authority shall collect reasonable attorney fees incurred in the collection of delinquent accounts in addition to the other collection fees, penalties and expenses, in accordance with the authority and provisions of the Municipal Claims Act, as amended.

4.2 ADOPTION OF FEE SCHEDULE:

In accordance with the principals set forth in the Municipal Claims Act, as amended, the schedule of attorney fees for services in connection with the collection of delinquent accounts as set forth in APPENDIX E – FEES FOR LEGAL SERVICE, attached hereto and incorporated herein, is determined to be fair and reasonable compensation for the services set forth therein and is hereby approved and adopted. The fees shall be added to the municipal claims for each delinquent account and included in the liens filed in accordance with the Municipal Claims Act.

4.3 PROCEDURES FOR ASSESSMENT OF FEES:

Prior to the assessment and collection of attorney fees or expenses by the Authority, the Authority must perform the following:

- a. At least thirty days prior to assessing or imposing attorney fees in connection with the collection of a delinquent account, the Authority shall, by United States certified mail, mail to the owner of the property at the last known address, as well as any other person or entity for the account (if not the same) the notice as set forth below:
- b. If within thirty days after mailing the notice in accordance with paragraph 1 above, the certified mail is refused or unclaimed or the return receipt is not received, then ten days prior to assessing or imposing attorney fees in connection with the

collection of a delinquent account, the Authority shall, by United States First Class Mail, mail to the owner of the property, as well as any party or entity liable on the account (if not the same) a second notice as set forth below:

- c. Each notice as described above shall include the following:
1. The type of user fee or other charge, the date it became due and the amount owed, including penalty and interest;
 2. A statement of the Authority's intent to impose or assess attorney fees within thirty (30) days after mailing the first notice, or ten (10) days after mailing of the second notice;
 3. The manner in which the assessment or imposition of attorney fees may be avoided by payment of the account; and,
 4. The place of payment for Accounts and the name and telephone number of the Authority official designated as responsible for the collection matters.

5.0 ABATEMENT:

Customers desiring an abatement from water bills due to vacancies shall give written notice at the office of the Authority requesting the water to be shut off. Abatement will be made of a portion of the charges in the preparation that the period when water has been shut off bears to the entire period. No adjustments on the water bills will be made for any reason other than incorrect registering of meter. No adjustment shall be made on water bills for leaks or for water wasted or damaged or defective fixtures or plumbing, and/or such other causes, unless approved by the Authority.

SECTION XII - CROSS CONNECTION AND INTERCONNECTIONS

1.0 PROHIBITION OF CROSS CONNECTIONS:

No cross connection between the mains or piping systems supplied by the Authority and any other systems of water supply shall be permitted. (See **Schedule A "Policy for Control of Backflow and Cross Connections"**).

All customers now having or maintaining any cross connections must discontinue use immediately.

2.0 RIGHT TO DISCONTINUE WATER SERVICE:

In addition to any or all other grounds for discontinuance of service, the Authority shall have the right to discontinue water service without notice, relative to cross connections, under the following circumstances:

- a. Failure on the part of the customer to discontinue the use of and separate physically all objectionable cross connections and interconnections, if so directed;
- b. Receipt by the Authority of an order from health authorities or plumbing inspectors to discontinue service to a premises on the ground of violation of Authority Rules and Regulations regarding cross connections, or on the ground

of dangers of health because of the existence of cross connections or inter connections on their premises.

SECTION XIII - REGULATION FOR AIR CONDITIONING SYSTEMS

1.0 GENERAL:

The following regulations shall apply to all water-cooled equipment installed on the premises for the purpose of reducing the dry-bulb temperature or decreasing the absolute humidity of air whether for comfort, air conditioning, refrigeration, processing or whatever other purposes.

2.0 PERMIT REQUIRED:

No one shall place into operation or use any equipment for air conditioning or refrigeration which requires a supply of water from the system of the Authority without first having secured a written permit therefore from the Authority.

3.0 APPLICATION FOR PERMIT:

A written application prepared in the form furnished by the Authority must be submitted to the Authority for the purposes of requesting a permit as set forth under the item "Permit Required", said application to be subject to fees as are required at the time of the application, which application together with the Rules and Regulations of the Authority shall regulate and control the use and operation of any equipment for air conditioning or refrigeration, said application is to be submitted at least one month before such use is planned, and including and accompanied by such information as may be requested by the Authority.

4.0 WATER USE AND CONSERVATION:

Systems with a capacity in excess of 2-1/2 tons per 24 hours shall not use water directly (or indirectly, except when used with conservation equipment) from the public supply. All such systems shall be equipped with evaporative condensers, cooling towers, spray ponds, or other water conservation equipment, the piping in connection therewith to be arranged so as to prevent any back siphonage into the public water supply system. Systems with a total capacity not exceeding 2-1/2 tons (per 24 hours) may use water directly from the public supply at a rate not exceeding 2.0 gpm per ton if the water temperature is 75 degrees Fahrenheit, provided they are quipped with an automatic regulating valve which will (1) stop the flow of water when the refrigerating machine is shut down, and (2) throttle the flow of water down to the momentary requirements of the system. All systems having total capacities exceeding 2-1/2 tons (per 24 hours) shall be equipped with evaporative condensers, cooling towers, spray ponds or other water-cooling equipment, unless otherwise approved. This equipment shall be of sufficient capacity to insure conformance with the requirements in the following table for making-up water when operating under full loading at maximum summer temperatures:

MAXIMUM ALLOWABLE WATER USE	
Water Hardness p.p.m.	Maximum Use g.p.m./ton
0-139	0.1
140-199	0.15
200-254	0.2
255-339	0.3

340-424	0.4
425 and over	0.5

5.0 SANITARY PROTECTION:

On installations which operate with the use of water directly from the public water supply system, every direct connection shall be equipped with a suitable brass body, brass fitted check valve installed in the branch supply line to each unit.

Discharge connections for the disposal of waste waters shall be in strict accordance with the applicable rules and regulations of State and local health regulatory bodies.

Cooling waters which are to be reused for other purposes shall be provided with free above-the-rim discharge before entering other equipment; otherwise, permission shall be obtained in writing from the Authority approving the proposed connections and use.

On installations other than those described, there shall be a physical break between the public water supply piping - the piping of the installation, so arranged as to make impossible back-siphonage to the public water supply system, this requirement being in accordance with the regulations prohibiting cross connections.

6.0 REVOCATION OF PERMIT:

Any permit which is issued under these regulations may be revoked by the Authority for any one of the following reasons:

- a. Failure of the holder of the permit to discontinue using water for the purpose covered by the permit, immediately upon notice to do so, issued by the Authority during the emergency or to forestall in an impending emergency.
- b. Alterations, changes of equipment or piping, improper operation or lack of maintenance which results in conditions that (1) are hazardous to the potable water supply either within the premises or in supply mains or (2) use unnecessary waste of water.
- c. The use of water to exceed the quantities approved.

7.0 EXISTING INSTALLATIONS:

The existing installations, that is, such installations as were in operation prior to the effective date of these Rules and Regulations, shall not be subject to these requirements, except where the use of water in connection therewith seriously impairs water service to other consumers in the area and except where modifications are planned in existing equipment and related facilities.

Application shall be submitted and permits obtained for all modifications.

Existing installations that result in impairment of water service in the area shall be modified to permit conservation of water, failure to remedy such condition being subject to the penalty hereinafter set forth.

8.0 PENALTIES:

Failure to comply with these regulations shall be sufficient cause to discontinue water service.

The Authority exercises the right to refuse to issue permits to anyone who is guilty of any prior violations of these Rules and Regulations.

SECTION XIV – GENERAL

1.0 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 water on or off; inspection, repair and/or replacement of service lines and service line extensions; inspection, setting, reading, repairing and removal of meter; and for any other justifiable purposes.

The Authority shall have the power to make such excavations as are required for the proper execution of the work.

2.0 TURN-ON CHARGE:

Where there is no delinquent bill, water will be turned off and on without charge for consumers who wish to discontinue or renew water service. Notwithstanding the termination of water service each customer will still be responsible to pay a basic minimum charge. When water service has been terminated because of an unpaid bill or violation of the terms or the application of rules of the Authority, a reconnect charge, according to the Rate Schedule must be paid in cash before water service is restored.

3.0 INTERFERENCE WITH AUTHORITY'S PROPERTY:

No workman, owner, tenant or other unauthorized person shall turn the water on or off at any corporation, curb stop or break the seals, disconnect or remove the meter, or otherwise interfere with the Authority's property, without the express consent of the Authority.

For unauthorized operation of street valve, curb stop, service valve or other service connection, the person owning the premises served by the line connected to said street valve, curb stop, service valve or other service connection shall be charged in accordance with the Rate Schedule.

4.0 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 of change has been filed with the Authority by the applicant.

All notices of 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.

5.0 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.

6.0 SERVICE NOT GUARANTEED:

Nothing in these Rules and Regulations, 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 constitute a guarantee to furnish a given 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.

7.0 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.

8.0 WATER HAMMER:

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

9.0 ACTS OF AUTHORITY EMPLOYEES AND/OR OTHERS:

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

10.0 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.

The cost of the work and any miscellaneous services furnished by the Authority set forth in these Rules and Regulations shall be determined based on the Rate Schedule.

All bills for such work and services furnished by the Authority, based on the Rate Schedule and methods of computing charges in accordance with the aforesaid schedules, shall be rendered by the Authority and be due and payable by the Due Date. The Authority, if necessary, will take appropriate legal action to recover all monies due if payment is not made.

11.0 TAPPING FEES:

The Authority has established schedules of tapping fees for all connections to main water lines. Fees are in accordance with the attached Rate Schedule.

12.0 AVAILABILITY - RULES AND REGULATIONS:

Copies of these Rules and Regulations Governing Water Service may be obtained at the office of the Authority in accordance with the Rate Schedule. Copies are available for review at the office of the Authority at all times during regular working hours.

Single copies of summary of the Rules and Regulations and of the Rate Schedule are available at no cost. The conditions in the Rules and Regulations - Water Main Extensions are the same as those in Section XV - Water Main Extensions of the Rules and Regulations Governing

Water Service, the separate publications being prepared for the convenience of the public, relations to a phase of operation that is constantly of interest and being applicable to all new work as relates to water main extensions.

SECTION XV - WATER MAIN EXTENSIONS

1.0 APPLICATION FOR EXTENSION:

Unless otherwise indicated, a written application on the form furnished by the Authority, must be submitted to the Authority for the purpose of requesting approval of a water line extension and water service. Said application is to be signed by the owner or owners, and is subject to the terms and conditions included herein. Which application, together with the Rules and Regulations of the Authority, shall regulate and control the installation of water line extensions and the furnishing of water service therefrom.

The application shall be accompanied by accurate plans showing the proposed location of the extension, the layout of the streets and roads, the layout of existing and proposed plans of lots, and other pertinent data.

2.0 RESPONSIBILITY FOR COST:

The entire cost of the water main extension, including the cost of fire hydrants and other appurtenances and facilities, shall be borne by the developer.

3.0 INSTALLATION SPECIFICATIONS:

All water lines shall be installed in accordance with the detailed specifications of the Authority.

4.0 REIMBURSEMENT:

Where a property owner constructs or causes to be constructed at his expense any extension of the water system of the Authority, the Authority will provide for the reimbursement to the property owner when the property owner of another property not in the development for which the extension was constructed connects a service line directly to the extension within ten years of the date of the dedication of such extension to the Authority in accordance with the following provisions:

- a. Such reimbursement shall be equal to the distribution or collection part of each tapping fee collected as a result of subsequent connections. The Authority will deduct from each reimbursement payment an amount equal to five per cent.
- b. Reimbursement shall be limited to those lines which have not previously been paid for by the Authority.
- c. When the extension is approved, the Authority will prepare a reimbursement agreement with the property owner or owners for whose benefit reimbursement will be provided, and attached thereto an exhibit listing all water facilities for which reimbursement shall be provided.
- d. The total reimbursement to which a property owner or owner shall be entitled shall not exceed the cost of all labor and material, engineering design charges, the cost of performance and maintenance bonds, Authority review and inspection charges, as well as flushing and any and all charges involved in the acceptance and dedication of such facilities by the Authority, less the amount which would be chargeable to such property owner based upon the Authority's collection and distribution tapping fees which would be applicable to all lands of

the property owner served directly or indirectly through such extensions if the property owner did not fund the extension.

- e. The Authority will notify the property owner or owners for whose benefit such reimbursement shall apply by certified mail to their last known address within thirty days of the Authority's receipt of any such reimbursement payment. In the event that the property owner or owners have not claimed the reimbursement payment within one hundred twenty days of the mailing of the notice, the payment shall revert to and become the sole property of the Authority with no further obligation on the part of the Authority to refund the payment to the property owner or owners.

APPENDIX B: TAP AND CONNECTION FEES

The Tap Fee and the Connection Fee rates effective January 1, 2020

TAP AND CONNECTION FEES			
Effective January 1, 2020			
DESCRIPTION	Design Capacity (Tap Fee)	Service Line Connection Fee	Total
Service Lines			
3/4, 1-inch service	\$1,250.00	\$1,250.00 ³	\$2,500.00 ³
2 - inch to 12 - inch	Design Capacity ()gpd divided by 163 gpd x \$1,250 = Tap fee	Actual cost of labor, materials, equipment and restoration ^{1,2}	
Over 12 - service	Design Capacity ()gpd divided by 163 gpd x \$1,250 = Tap fee	Connection to be subcontracted, MAWA can only make up to 12 – inch connections	
Firelines/Private Hydrants			
4 - inch to 12 - inch	\$1,250.00	Actual cost of labor, materials, equipment and restoration ^{1,2}	
Over 12 - service	\$1,250.00	Connection to be subcontracted, MAWA can only make up to 12 – inch connections	
Note 1: Connection Fee is the actual cost of labor, materials, equipment and restoration from the MAWA water main to the MAWA curb box or valve box at the customer’s property line.			
Note 2: Contractor or owner to provide all permits, and inspection fees.			
Note 3: Plus the cost of repairing roadways, curbs and sidewalks			
Tap Fee is calculated based on a daily usage of 21.79 Cu. Ft. Per Day (163 Gal. Per. Day)			
Example: 300 Gal. Per Day/163 Gal. Per Day = 1.84 x \$1,250 = \$2,300 Tap Fee			
Contractor or owner will provide to MAWA the design capacity flow calculated by a Professional Engineer.			

APPENDIX C: MISCELLANEOUS CHARGES

MISCELLANEOUS CHARGES	
Effective January 1, 2020 Billing	
NSF Check	\$35.00
No Lien Letter	\$20.00
Broken Meter Seal	\$50.00
After hours service charge	\$85.00
Posting Fee	\$50.00
Termination Fee	\$50.00
Reconnect Fee	\$50.00
5/8", 3/4" – Damaged Water Meter	\$160.00
1" and over Damaged Water Meter	Labor and Materials
Remove Meter at customer's request	\$35.00
Final Bill Fee	No Charge
Special Meter Reading	\$30.00
Missed Appointment Fee	\$20.00
Meter Test Fee 1/2", 5/8", 3/4", 1" 2" and larger \$50, plus actual costs incurred for test Charges will be reimbursed if meter exceeds 104% or meter accuracy is less than 94% of combined low, medium and high flow rates.	\$35.00 \$50.00+
Tamper Fee (applies to meters, curb boxes and hydrants) - charge plus time and material	\$500.00
Data Logger Fee	\$35.00
Pressure and Flow Test of Service line at Meter (one test per three years is free, then a charge each time thereafter)	\$35.00
Temporary Hydrant Meter with backflow preventer – Deposit	\$1,000.00
Temporary Hydrant Meter Charge per day plus consumption	\$5.00 /day
Filling of Large Tankers at the Hydrant at the Pump Station	\$30.00 fee plus usage based on current rate schedule
Service Application Fee for all new accounts	\$25.00
Repair of Damaged Hydrant	Labor and Materials
Temporary Meter for construction – (NOTE) this temporary meter and backflow preventer is installed on customer's service line until permanent meter can be installed. Deposit of Meter and water usage billed under current rate schedule Deposit will be returned when all equipment has been returned, inspected, and all fees are paid to MAWA.	3/4" Meter \$150 deposit 1" Meter \$200 deposit 2" Meter \$300 deposit
State Permit Fees	Actual Cost
Municipal Permit Fees	Actual Cost
Copy of Rules and Regulations	\$10.00
Right to Know Copy Fee – per page	\$1.00
Late Penalty	\$7.00
Monthly Interest Fee	1.5% - Residential 5% - Commercial and Industrial

APPENDIX D: WATER RATES SCHEDULE

**WATER RATES SCHEDULE
Effective January 1, 2020 Billing**

Meter Sizes	Minimum Monthly Charge
5/8	\$16.06
3/4	\$21.03
1.0	\$36.20
1.5	\$60.79
2.0	\$60.79
3.0	\$110.87
4.0	\$159.14
6.0	\$291.68
8.0	\$322.25
10.0, 12.0	\$322.25

Consumption Charges:	
First 9 ccf (0-9 ccf)	\$2.85
Next 25 ccf (10-34 ccf)	\$2.70
35 ccf and greater	\$2.57

ccf = one hundred cubic feet or 750 gallons

Hydrants	Monthly Charge
Private Hydrants	\$23.88

Fire Lines	Monthly Charge
1.0	\$12.73
2.0 and under	\$22.01
3.0	\$88.02
4.0	\$88.02
5.0	\$201.57
6.0	\$201.57
8.0	\$350.00
12.0	\$790.37

APPENDIX E: FEES FOR LEGAL SERVICE

Legal Services	Fee for Services
Title Search to Prepare Collection Letter, Notice and Lien	\$125.00
Preparation of Collection Letter	\$ 75.00
Preparation of Lien	\$ 75.00
Proceedings to Obtain Judgment on Lien	\$ 125.00 / hr
Execution Proceedings	\$ 125.00 / hr
Other Collection Proceedings	\$ 125.00 / hr
Prepare Installment Payment Agreement	\$ 125.00 / hr
Other Services Not Covered Above:	\$ 165.00 / hr / attorney; \$ 75.00 / hr / paralegal; copies and prints at cost

Resolution enacted February 27, 2006