

WOMELSDORF – ROBESONIA JOINT AUTHORITY

RULES & REGULATIONS

**WOMELSDORF-ROBESONIA JOINT AUTHORITY
RULES AND REGULATIONS**

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**SECTION I
DEFINITIONS**

Each of the following terms, when used herein shall have the meanings ascribed below.

When the sense so requires, words of any gender used in these Rules and Regulations shall be held to include any other gender, and words in the singular number shall be held to include the plural, and vice versa. All pronouns and adjectives, and any variations thereof used herein, shall be deemed to refer to the masculine, feminine, neuter, single and plural, as the identity of the Person or Persons may require.

1.1 Authority. The “Womelsdorf-Robesonia Joint Authority,” a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania.

1.2 Board. The Board of the Authority.

1.3 Customer. Any Person who has contracted for, is supplied with, or is required to be supplied with, water service by the Authority to a Premises.

1.4 Dwelling Unit. Any room, group of rooms, house, mobile home, apartment, condominium, cooperative or other enclosure connected, directly or indirectly, to the Authority’s water system and occupied or intended for occupancy as living quarters by an individual, single family or other discrete group of Persons, excluding institutional dormitories, even though said Dwelling Unit may share sanitary facilities with other Dwelling Units.

1.5 Main Extension. Any extension of the Authority’s distribution line, exclusive of service connections.

1.6 Owner. Any Person having any ownership interest of any nature, legal or equitable, sole or partial, in any Premises.

1.7 Person. An individual, company, corporation, limited liability company, partnership, trust, unincorporated organization or any other entity of any nature whatsoever.

1.8 Premises. A property or area, including improvements thereon, to which water service is or will be provided through water lines of the Authority, and as used herein shall be taken to designate:

(a) A building under one (1) roof, owned or leased, by one (1) Customer, and occupied as one (1) residence or one (1) place of business; or

(b) A group or combination of buildings owned by one (1) Customer, in one (1) common enclosure, occupied by one (1) family or one (1) corporation or firm, as a residence, or a place of business, or for manufacturing or industrial purposes, or as a hospital, church, parochial school or similar institution; or

(c) The (1) one side of a double house having a solid vertical partition wall; or

(d) One (1) side or part of a house occupied by one (1) family even though the water closet and/or other fixtures be used in common; or

(e) A public building devoted entirely to public use, such as a town hall, school house, fire engine house; or

(f) A single lot, park or playground; or

(g) Each house in a row of houses; or

(h) Each Dwelling Unit; or

(i) Where a building is occupied by more than one (1) family, by more than one (1) commercial user or by more than one (1) industrial user, or any combination of residential, commercial or industrial users, each such family, commercial or industrial quarter shall constitute a Premises.

1.9 Resolutions. Any and all resolutions of the Authority adopted by the Authority, and all amendments, modifications and restatements thereof and thereto.

1.10 Rules and Regulations. These Rules and Regulations, and all amendments, modifications and restatements hereof and hereto.

1.11 Service Line Connection. The piping, valves and other facilities by means of which the Authority conducts water from its distribution system or main water lines to the curb stop to be located approximately one foot (1') to two feet (2') inside the curb

line, alley line or public road right-of-way line; and specifically includes the corporation stops or other means of connection to the main, the service line connected to the corporation stop and extending to the point of connection to the curb stop, the curb stop, the curb box and such other facilities.

1.12 Service Line Extension. The piping, valves and other facilities by means of which water is conducted from the curb stop to a point on the outlet side of the water meter to be located inside the walls of the building or water meter pit, if required; 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 water meter pit where required, a stop cock or compression valve placed immediately ahead of the water meter connections for the inlet and outlet sides of the meter, a stop and waste cock and check valve on the outlet side of the water meter and such other facilities.

1.13 Tapping Fee. The fees so designated and imposed pursuant to these Rules and Regulations and authorized by Section 5607 of the Municipality Authorities Act of 1945, as amended, and other applicable local, state and federal laws, statutes, rules and regulations.

1.14 Tenant. Any Person other than an Owner occupying, leasing or renting a Premises.

SECTION II

BACKFLOW PREVENTION

2.1 Required Installation. An approved backflow prevention device shall be installed prior to the first branch line leading off each non-residential service line (existing or new) with a private fire-protection system and each new Service Line Extension where, in the judgment of the public water supplier, an actual or potential hazard to the public water supply system exists. The type of device shall be determined by the Authority.

2.2 Installation.

(a) Backflow prevention devices required by these Rules and Regulations shall be installed at a location and in a manner approved by the Authority. The device(s) shall be installed by a Person properly qualified. Installation of the devices shall be at the expense of the Customer.

(b) Backflow prevention devices installed on the Service Line Extension shall be located on the Customer's side of the water meter, as close to the meter as is reasonably practical, and prior to any other connection.

(c) Pits or valves shall be water-tight, flood-free, and maintained free from standing water by means of either a sump and pump or a suitable drain. Such a pump or drain shall not connect to a sanitary sewer, nor permit flooding of the pit or vault by reverse flow from its point of discharge. An access ladder and adequate lighting, natural or artificial, shall be provided to permit maintenance, inspection and testing of the backflow prevention device.

2.3 Inspection and Maintenance.

(a) Other than for residential services, it shall be the duty of the Customer at any Premises at which a backflow prevention device is required to have inspections, tests and overhaul made in accordance with the following schedule, or more often where inspections indicate a need.

(1) Air separation shall be inspected at the time of installation, and at least every twelve (12) months thereafter.

(2) Double check valve assemblies shall be inspected and tested for tightness at the time of installation, and at least every twelve (12) months thereafter. These devices shall be dismantled, inspected internally, cleaned and repaired whenever needed, and at least every thirty (30) months.

(3) Reduced pressure zone devices shall be inspected and tested for tightness at the time of installation, and at least every twelve (12) months thereafter. These devices shall be dismantled, inspected internally, cleaned and repaired whenever needed, and at least every five (5) years.

(4) Pressure vacuum breakers shall be inspected and tested for the capability to prevent backsiphonage at the time of installation and at least every twelve (12) months thereafter. These devices shall be dismantled, inspected internally, cleaned and repaired whenever needed and at least every twelve (12) months.

(b) Inspections, tests and overhaul of backflow prevention devices shall be made at the expense of the Customer, and shall be performed by a Person certified to inspect, test and overhaul backflow prevention devices.

(c) Whenever a backflow prevention device is found to be defective, it shall be repaired or replaced at the expense of the Customer without delay.

(d) The Customer shall maintain a complete record of each backflow prevention device from purchase to retirement. This shall include a comprehensive

listing that includes a record of all tests, inspections and repairs. Records of inspections, tests, repairs and overhaul shall be submitted to the Authority upon request.

(e) Backflow prevention devices shall not be bypassed, made, inoperative, removed or otherwise made ineffective without specific authorization by the Authority.

SECTION III **CONDITIONS OF SERVICE**

3.1 General. The Authority shall furnish water service only in accordance with the Authority's currently prevailing, and as hereafter revised from time to time, rates, these Rules and Regulations and Resolutions of the Authority, which rates, Rules and Regulations and Resolutions are made a part of every application, contract, agreement or license entered into between the Owner or Customer and the Authority.

The Authority hereby reserves the right, so often as it may deem necessary, to amend modify, restate and/or repeal its rates, these Rules and Regulations, and the Resolutions, which amended, modified, restated and/or new rates, Rules and Regulations and Resolutions 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 amendment, modification, restatement and/or adoption.

SECTION IV **APPLICATION FOR SERVICE AND CONTRACTS**

4.1 Application for Water Service Connection. A written application, prepared on the form furnished by the Authority, as amended from time to time, shall be submitted to the Authority for the purpose of requesting the installation of a water Service Line Connection to each Premises, said application to be signed by the Owner of the Premises or its duly authorized agent and subject to such fees and charges as are hereinafter set forth in the Authority's rate schedule, as amended from time to time, which application, together with these Rules and Regulations, shall regulate and control the service of water to such Premises.

4.2 Application for Water Service. A written application, prepared on the form furnished by the Authority, as amended from time to time, shall be submitted to the Authority for the purpose of requesting water service, said application to be signed by the Owner of the Premises or its duly authorized agent, who may be a Tenant, subject to the Authority exercising the right to require that the Owner guarantee payment of all invoices rendered by the Authority if the Tenant fails to make each such payment on or before the due date of each such invoice, which application, together

with these Rules and Regulations, shall regulate and control the service of water to the Premises.

4.3 Approval of Application. Applications are requests for Service Line Connections and/or water service, and all applications are subject to approval of the Board and issuance of written notice thereof prior to commencement of the work or service requested therein.

4.4 Application is a Contract. Each application for water service connection and for water service shall be a binding contract on both the Owner and the Authority, upon approval by the Board. Rates for water service shall accrue from the date the water supply service has been completed and water is available to the Premises.

4.5 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 water meter repairs and all other charges due by applicant at any Premises now or theretofore owned or occupied by such Owner or Tenant shall have been paid in full, or until satisfactory arrangements for payment of such unpaid bills have been made.

4.6 Special Contracts. The Authority may require, prior to approval of water service, special contracts other than applications, under the following conditions:

- (a) If required by the provisions of the rate schedule then in effect, the duration of the contract to be as specified in such rate schedule.
- (b) If the construction of special extension facilities is necessary.
- (c) For standby or fire protection service.
- (d) For connections with other qualified utilities or municipal subdivisions.
- (e) If deemed necessary by the Authority.

4.7 Governmental Regulations a Part of Contract. All contracts for water service connection and for water service shall be subject to the following provision:

Each contract shall at all times be subject to such changes and modifications as may be directed by action of the Legislature of the Commonwealth of Pennsylvania and each other governmental entity.

4.8 New Application Upon Change in Ownership, Tenancy, Conditions Or Water Use. A new application shall be submitted and approved by the Authority upon each change in ownership of a Premises when the Owner is the Customer, upon each change in tenancy when the Tenant is the Customer, or upon each change in water service as described in the application, and the Authority shall have the right, upon five (5) days' notice, to discontinue water service to such Premises until such new application has been submitted to and approved by the Authority.

4.9 Conditions of Plumbing System. The piping and fixtures on the Premises of the Customer are assumed to be in compliance with local municipal plumbing code at the time water service facilities are connected and water is furnished to said Premises, and the Authority shall not be liable, under any circumstances, for any accident, break or leakage that in any way is due to the connection of said Premises with the Authority's water system, for the failure of the Authority to supply water to said Premises, for the freezing of piping and fixtures of the Customer, or for any damage to the Premises which may result from the usage or non-usage of water supplied to said Premises.

SECTION V

SERVICE CONNECTIONS

5.1 Installation of Service Line Connection. Unless otherwise agreed to in writing, the Authority shall install and maintain all Service Line Connections, make all connections to the Authority's water main lines, furnish, install and maintain all water service lines from the water service mains to and including the curb stop and water service box, which shall be placed inside the curb line, alley line or public road right-of-way line as aforesaid, and each Service Line Connection shall be and remain the property of the Authority, shall be accessible to the Authority at all times, and shall remain under the control of the Authority. Only duly authorized employees, agents, officers, directors, representatives or servants of the Authority shall be permitted to install a Service Line Connection from the water mains of the Authority to the Premises of the Customer. The installation of each Service Line Connection shall be subject to the submission of a written application to the Authority, as previously set forth, to such requests being reasonable, in the sole discretion of the Authority, to approval thereof by the Authority, and to the payment in full of all fees and charges in effect at the time of such application for installation of the Service Line Connection and for all water meter settings, said fees and charges to be determined by the Authority from time to time and as may be duly adopted by Resolution, and all such fees and charges shall be payable to the Authority in advance.

In the event the local municipality, the Pennsylvania Department of Transportation, or any other relevant governmental entity charges a fee for issuing a permit or permits for street or road openings, the amount of such fee shall be charged to

the applicant, in addition to all other fees and charges. In addition, the applicant shall reimburse the Authority for the cost of repaving all such street or road opening or openings that are made in any street or road in connection with the installation of the Service Line Connection that is the subject of such application.

The Authority reserves the right to defer the installation of Service Line Connections during inclement weather until such time as the Authority, in its sole discretion, determines that conditions are suitable for an expeditious and economical installation. The Authority reserves the right to determine the size and kind of each Service Line Connection.

5.2 Installation of Service Line Extension. Each Service Line Extension shall be installed and maintained by and at the sole expense of the Customer. The size and quality of the portion of the water service line known as the Service Line Extension shall, prior to commencement of installation thereof, be approved by the Authority and shall under no circumstances be less than the size and quality of the Service Line Connection installed by the Authority. In addition, the Service Line Extension shall be installed in a straight line and as near as possible at a right angle to the adjoining street and at a depth of not less than four feet (4'). No Service Line Extension shall be installed in the same trench with a gas pipe, sewer pipe, drain pipe or any other facility of another public service company, nor within three feet (3') of any open excavation or vault.

Each such installation shall include a connection of the water service line to the curb stop, meter pit, an extension of the water service line from the curb stop to a point within the building wall or facilities, and a stop and cock on the outlet side and immediately after the water meter; all facilities inside such building to be located so as to be readily accessible, protected from freezing and capable of providing proper drainage for the piping in the building.

Water shall not be supplied to the Service Line Extension, or any part thereof, which has not been inspected in the open trench and approved by the municipality. This regulation applies to both original installation and repairs. All plumbing connections shall be able to withstand a pressure of at least one hundred thirty-five (135) pounds per square inch. The turning of any valve so as to permit water to pass from the Service Line Connection to the Service Line Extension shall be made only by duly authorized representatives of the Authority.

5.3 Maintenance of Service Line Extension. All Service Line Extensions and water service lines and fixtures installed by the Customer shall be maintained by such Customer in a condition reasonably satisfactory to the Authority, and all valves, water meters and appliances furnished and owned by the Authority and on the Premises of the Customer shall be properly protected and maintained by said Customer. When

repairs, renewals, replacements or other necessary work are required to the facilities of such Customer, the Customer shall employ, without delay, a competent plumber to perform all such work, all such work to be done at the sole expense of such Customer. All leaks in the water service or any other pipe or fixture in or upon the Premises shall be repaired immediately by the Owner or Tenant of the Premises, and failure to do so may result in penalty and/or discontinuance of service by the Authority. The Authority shall in no event be responsible for maintaining any portion of the Service Line Extension or water service line facilities owned by the Customer, or for damage resulting from the escape of water therefrom or from lines or fixtures on the Customer's Premises; and the Customer shall at all times comply with all municipal and other governmental regulations with regard thereto and make all changes, repairs and replacements therein required as a result of a change of grade, relocation of water mains or otherwise.

5.4 One Service Connection for Each Customer. A Service Line Connection shall be used to supply one (1) Customer only, and no Premises shall have more than one (1) Service Line Connection except where it is impossible or impractical, in the Authority's sole discretion, to furnish an adequate water supply service thereto through one (1) Service Line Connection, in which event the Authority may agree to the installation and use of more than one (1) Service Line Connection to said Premises. In case two (2) or more Customers are supplied with water service from the same Service Line Connection, a distinct and separate stop cock and curb box shall be provided for each Customer, if practical, as determined by the Authority in its sole discretion. Where at the present time two (2) or more Customers are supplied through one (1) Service Line Connection, any violation of these Rules and Regulations by any of said Customers shall be deemed to be a violation as to all Customers supplied through such Service Line Connection, and unless said violation is corrected within ninety (90) days after notice from the Authority to such Customer(s), the Authority may take such action as may be taken for each Customer, except that such action shall not be taken until the innocent Customer who has not violated these Rules and Regulations has been given a reasonable opportunity, in the Authority's discretion, to attach such Customer's water service pipe to a separately controlled Service Line Connection. In those cases where at the time of the adoption of these Rules and Regulations a Service Line Connection or a Service Line Extension is supplying two (2) or more Customers, then at such time as said Service Line Connection or Service Line Extension is in need of replacement, it shall be necessary for each Customer previously supplied by such Service Line Connection and Service Line Extension to install a separate Service Line Connection and Service Line Extension for such Customer's own use. Where one (1) Service Line Connection or Service Line Extension has been used for two (2) or more Premises held in single ownership and a subsequent division of such ownership occurs, whether by sale or otherwise, each Premises shall thereafter cause to be installed a separate Service Line Connection and Service Line Extension.

5.5 Meter Pit Requirement. All meters with respect to new services shall be installed in meter pits meeting the requirements and specifications established from time to time by the Authority

SECTION VI **WATER METERS**

6.1 Furnished by the Authority. All water meters, unless otherwise set forth in writing by the Authority, shall be furnished and installed by the Authority, shall be maintained by the Authority, shall be and remain the sole property of the Authority, shall be accessible to the Authority at all times, and shall remain under the control of the Authority. A separate water meter shall be required for each Premises and for each separate Service Line Connection supplying a Premises. The cost of the original water meter shall be the sole responsibility of the Owner of the Premises.

6.2 Size of Meter. The Authority reserves the right, in its sole discretion, to stipulate the size and type of each water meter to be installed in each Service Line Connection, and to require the installation of a larger size water meter in the event the peak use of water to such Premises results in under undue or unusual strain to such water meter, in the Authority's sole discretion and/or exceeds the recommended water meter capacity.

6.3 Location. The location of each water meter shall be at the sole discretion of the Authority, shall be located at a convenient and accessible location, shall be capable of controlling the entire water supply and shall provide proper protection of the water meter from freezing and/or harm. The design of the water meter pit shall permit adequate access to the water meter and its easy installation and removal, as determined by the Authority in its sole discretion.

The installation of each water meter in an approved water meter box or pit shall be performed at the sole expense of the Customer, and all valves, fittings and necessary appurtenances for such installation, including but not limited to required drainage thereof, shall also be at the sole expense of the Customer. In each event when steam or hot water under pressure is used, a dual check dump to waste valve shall be installed at the sole expense of the Customer directly after the water meter on the outlet side and before any outlet is removed or uninstalled from the water service pipe to prevent injury to the water meter.

6.4 Maintenance, Care and Responsibility for Damage to Water Meter. Each water meter shall be maintained and repaired by the Authority, at the Authority's sole expense, insofar as ordinary wear and tear requires such maintenance and repair or whenever the Authority, in its sole discretion, deems such action necessary. Nevertheless, the Customer shall be solely responsible to the Authority for all damage

to or replacement of any water meter arising out of or caused by such Customer's negligence or carelessness, or arising out of the negligence or carelessness of any Tenant, employee, member of the household, or agent of the Customer, or of any Person upon the Customer's Premises with the consent of the Customer. It shall be the Customer's sole responsibility at all times to properly protect the water meter from injury from frost, freezing, hot water or any other external cause, and any damage caused thereby shall be at the sole cost and expense of the Customer. No Person, except employees, agents, officers, directors, representatives or servants of the Authority, shall be permitted to remove, repair or replace a water meter without the prior written consent of the Authority.

6.5 Water Meter Tests. In the event any Customer reasonably believes the water meter measuring the quantity of water provided to the Customer's Premises is inaccurate or incorrect, the Authority shall, upon written request of the Customer and upon deposit in full by the Customer with the Authority of the amount required by the rate schedule of the Authority in effect from time to time for testing of a water meter, test or cause to be tested such water meter by a qualified water meter laboratory to determine the accuracy or correctness of such water meter. If, as a result of such testing, it is determined that the water meter has an error in registration of the quantity of water supplied to such Premises of less than four percent (4.0%), such deposit shall be retained by the Authority as compensation for such testing; however, if, as a result of such testing, it is determined that the water meter has an error in registration of the quantity of water supplied to such Premises of four percent (4.0%) or more, the cost of such testing shall be paid by the Authority and the deposit shall be returned to the Customer.

In the event the tested water meter is determined to have an error in registration of the quantity of water supplied to such Premises of four percent (4.0%) or more, the Customer's most recent billing for water supplied by the Authority shall be adjusted to an amount equal to the average of the registered water consumed by such Customer during the immediately preceding three (3) billing periods.

The Authority reserves the right to remove and test any water meter at any time at the Authority's sole expense, and if said water meter is determined to be inadequate or inaccurate, to substitute another water meter of the same size in its place, either permanently or temporarily. Each Customer shall immediately notify the Authority of any damage to a water meter, any meter which the Customer believes is not working or is working inaccurately or incorrectly, and the breaking of the seal or seal wire of any water meter. If the damage to the water meter is determined by the Authority to be from wear or age, the Authority shall be solely responsible for the cost of replacement of such water meter; however, if the damage to the water meter is determined by the Authority to result from any action or inaction by the Customer, said Customer shall be solely responsible for the cost of replacement of such water meter.

SECTION VII SERVICE

7.1 Discontinuance of Service.

(a) By Customer. Any Customer may terminate its water service contract with the Authority and cause the water service to such Customer's Premises to be discontinued by providing a written request for such discontinuance to the Authority, which request shall include but not be limited to the name, address and customer number of the Customer, the address of the Customer's Premises for which the Customer is requesting such discontinuance of water service, and the written signature of such Customer. The Authority shall have a reasonable period time after receipt of such written request to obtain a final water meter reading and perform such other services as the Authority may deem required or necessary in connection with such discontinuance of water service. Such Customer shall continue to be solely responsible for the payment in full of all water furnished to said Premises until the Authority has received such written notice from such Customer and until the water service to such Customer's Premises has been discontinued and all invoices for such water service have been paid in full to the Authority.

Discontinuance of service by the Authority for nonpayment of invoice(s) from the Authority or for violation of these Rules and Regulations shall not cancel or terminate a Customer's application for water service or constitute a waiver of these Rules and Regulations.

(b) By the Authority. Water service pursuant to any application to or contract for water service with the Authority may be discontinued by the Authority for any one (1) or more of the following reasons:

(1) Misrepresentation or inaccurate information in the application(s) for such water service;

(2) The use of water for, in connection with or for the benefit of, any Premises or purpose other than as set forth in the application(s) for such water service;

(3) Willful waste of water through improper or imperfect pipes, fixtures or otherwise;

(4) Failure to maintain in good order and condition the Service Line Extension and other pipes and fixtures owned by the applicant;

(5) Damaging, modifying or, in any other way, interfering with any water service pipe, water meter, water meter box, water meter pit, curb stop, curb box or any seal on any water meter or other fixture or appliance of the Authority;

(6) Continued vacancy of the Premises;

(7) Refusal of reasonable access to the Premises for the purpose of inspecting the Service Line Connection, Service Line Extension, water meter, water meter pit, water meter box, piping, fixtures or any other water system fixture or appliance therein or thereon, or for the reading, maintenance, repair or removal of any water meter;

(8) The failure of such Customer to make payment in full to the Authority for all water service to such Customer's Premises or for any amount due and owing to the Authority pursuant to such Customer's application to or contract with the Authority or pursuant to these Rules and Regulations;

(9) Upon written request by such Customer for termination of such water service or upon termination in any way by such Customer of such water service;

(10) Resale of water by such Customer, except where such resale is permitted by a written agreement with the Authority;

(11) When the demand for, or usage of, water to or by the Customer or to or by the Customer's Premises is significantly greater than past average or seasonal water usage, or when such excessive demand for, or usage of, water to or by the Customer or to or by the Customer's Premises is or may be detrimental or injurious to, or cause to become inadequate, or in any way impair water service furnished by the Authority to any of its other Customers;

(12) When any apparatus, appliance or equipment using water is dangerous, unsafe or not in conformance with any applicable municipal or governmental law, statute, rule, regulation or ordinance;

(13) Fraud or abuse, or attempted fraud or abuse by such Customer;

(14) Any violation of these Rules and Regulations or any other municipal or governmental law, statute, rule, regulation or ordinance applicable to or governing the supply of water furnished by the Authority;

(15) Any emergency as set forth in Section 7.4;

(16) Except as set forth in these Rules and Regulations pertaining to breakdowns, necessary repairs, unavoidable causes and emergencies, the Authority shall, upon the failure of such Customer to pay to the Authority any and all amounts due and owing by such Customer to the Authority, including but not limited to invoices for water, or upon the failure or refusal of such Customer to comply with these Rules and Regulations, provide such Customer with prior written notice of discontinuance of water service to such Customer's Premises and post such written notice upon such Customer's Premises at least ten (10) days prior to discontinuance of water to such Customer's Premises, and the Authority shall comply with all other applicable municipal or governmental laws, statutes, rules, regulations and ordinances applicable to or governing discontinuance of the supply of water to a property.

7.2 Discontinuance Procedures.

(a) An invoice rendered by the Authority for water service to a Customer shall provide a due date and state that if payment in full of such invoice is not received by the Authority within thirty (30) days of the due date thereof, the Authority shall levy a late charge.

(b) Upon expiration of the thirty (30) day period set forth in Subsection (a) of this Section, the Authority shall provide such Customer with a notice stating that water service to the Customer's Premises will be discontinued if payment in full of such invoice is not received within ten (10) days of the date of such notice.

(c) In the event the Authority has not received payment in full of such invoice within the ten (10) day period set forth in such notice as set forth in Subsection (b) of this Section, the Authority shall place or cause to be placed a notice on the door or other conspicuous place of said Customer's Premises stating that water service to said Premises will be discontinued after ten (10) days if the Authority does not receive payment in full of such invoice.

(d) Upon expiration of said ten (10) day period as set forth in Subsection (c) of this Section, the Authority may discontinue water service to said Customer's Premises.

7.3 Renewal of Water Service After Discontinuance. Water service may be renewed or restored to a Premises pursuant to proper application to the Authority upon satisfactory completion or resolution of all matters and conditions for which such water service was discontinued and upon payment in full of all amounts due and owing by such applicant to the Authority.

7.4 Suspension of Service Due to Emergency. The Authority shall have the right, as necessary or required, in the event of breakdown, emergency or for any other unavoidable cause, to temporarily discontinue water service to any Customer in order to perform or cause to be performed any and all repairs, connections and other work as may be necessary for the maintenance of the Authority's water system.

The Authority shall use all reasonable and practical measures to notify each Customer of such discontinuance of service. In the event of discontinuance of water service as set forth in this Subsection, the Authority shall not be liable for any damage or inconvenience suffered by any Customer, any claim against the Authority at any time for interruption in water service, any diminution in the supply of water, any inadequate water pressure, any failure of the Authority to comply with any municipal or governmental law, statute, rule, regulation or ordinance governing the quality of water, or any other cause beyond the Authority's control. Each such temporary discontinuance of water service shall not entitle any Customer or any other Person to any abatement of, reduction in or refund of any amount due and owing to the Authority in connection with such water service. When the Authority deems it necessary or required to temporarily discontinue water service, the Authority shall, when practical, provide written notice to each Customer who may be affected by such discontinuance of water service.

SECTION VIII **PUBLIC FIRE SERVICE**

8.1 Hydrant Location. The location of each fire hydrant for public use in areas serviced by the Authority shall be determined by the Authority and the municipality in which each such fire hydrant is or shall be located.

8.2 Maintenance. All fire hydrants shall be maintained by the Authority, at the Authority's sole cost and expense; provided, however, any and all expenses for repair or replacement of a fire hydrant caused by the carelessness or negligence of the municipality or any fire company, or any employee, member, volunteer, officer, agent or representative thereof, shall be the sole responsibility of the municipality.

8.3 Allowable Use. No Person other than a Person authorized in writing by the Authority shall dispense or utilize water from any fire hydrant or hose plug, except for fire fighting purposes by fire departments. No fire hydrant shall be utilized for

sprinkling streets, flushing sewers or gutters or for any purpose other than fire fighting, as set forth in this Subsection, unless and until such Person has obtained the prior written permission of the Authority therefor and the Authority has issued a permit for such usage, which permit may, at the Authority's sole discretion, be revoked or terminated at any time.

8.4 Change of Location. Whenever a municipality desires to change the location of a fire hydrant located within such municipality, the Authority shall, upon written request by such municipality, relocate such fire hydrant, and all costs and expenses incurred by the Authority in connection with such relocation shall be the sole responsibility of such municipality.

SECTION IX **INVOICES AND PAYMENT**

9.1 Method of Payment. Payment for each invoice issued by the Authority may be remitted to the Authority in accordance with the Authority's current payment policy.

9.2 Preparation and Rendering of Invoices. All invoices for services provided by or through the Authority shall be based upon the rate schedule of the Authority in effect from time to time.

Regular water meter readings shall be made by or at the direction of the Authority quarter-annually, and invoices for metered water service shall be prepared and forwarded to Customers quarter-annually. Each Authority invoice is due and payable in full on or before the date specified on such invoice. A penalty in an amount equal to ten percent (10%) of such Authority invoice shall be due and payable to the Authority for each Authority invoice that is not paid in full by the due date thereof. In addition, each Customer who fails to remit to the Authority payment in full of an Authority invoice on or before the due date thereof may be subject to discontinuance of water service to such Customer's Premises without further notice, subject to all governmental laws, statutes, rules and regulations. If the Customer fails to remit to the Authority payment in full of an Authority invoice on or before the due date thereof, the Authority shall follow the Discontinuance Procedures found in Section 7.2 of these Rules and Regulations. For each payment remitted to the Authority, the date of payment shall be the date payment is received by the Authority.

Any Customer who believes an Authority invoice is inaccurate shall deliver or forward such invoice to the Authority for investigation within five (5) days after receipt of such invoice by such Customer.

9.3 Abatement. Any Customer who desires an abatement of an Authority invoice(s) for water service as a result of the vacancy of such Customer's Premises shall provide to the Authority a written request for such abatement and the discontinuance of water service to such Customer Premises. In such event said Customer shall be solely responsible for payment in full of all services rendered by the Authority for such Customer Premises until receipt by the Authority of such written request, discontinuance of such water service by the Authority as requested, issuance by the Authority of a final invoice to such Customer for all Authority services provided to said Customer's Premises, and payment in full of any and all amounts due and owing by said Customer to the Authority. In addition, said Customer shall be solely responsible for any and all other amounts due and owing to the Authority for restoration of such water service, as set forth in Section VII of these Rules and Regulations.

9.4 Rates. The Authority may, in its sole discretion, by Resolution from time to time, establish, modify, change and/or update water rates, connection fees, and any other fee, rate or charge. Such rates shall be published and made available to customers and the public in general.

9.5 Plan Review.

(a) Each Person requesting review by the Authority of a plan with respect to the extension of public water lines, connections thereto and/or similar matters shall deposit with the Authority the sum of One Thousand Five Hundred Dollars (\$1,500.00) ("Initial Deposit") concurrently with the submission of such plan for review by the Authority.

(b) The Authority shall reimburse itself from the Initial Deposit for all administrative, engineering, legal and other costs and expenses (collectively, "Expenses") incurred by the Authority in the applicable plan review. Any excess monies remaining after such reimbursement(s) from the Initial Deposit shall be refunded to the Person or entity who submitted such plan within sixty (60) days following completion of the applicable plan review and receipt by the Authority of all statements and invoices pertaining to all Expenses associated with such plan review.

(c) In the event the Authority reasonably determines that such Expenses incurred or to be incurred by the Authority with respect to the plan review shall exceed the amount of the Initial Deposit, the Authority shall have the right from time to time to require one or more additional deposits (individually, "Additional Deposit" and collectively "Additional Deposits") be made by the Person submitting such plan, such Additional Deposit(s) to be in such amount as the Authority shall reasonably require. The Person submitting such plan shall deposit with the Authority

the amount of the required Additional Deposit within ten (10) days of the giving of written demand therefor by the Authority.

(d) The Authority shall reimburse itself from the Additional Deposit for all Expenses incurred by the Authority in said plan review. Any excess monies remaining after such reimbursement from the Additional Deposit shall be refunded to the Person who submitted said plan within sixty (60) days following completion of said plan review and receipt by the Authority of all statements and invoices pertaining to all Expenses associated with such plan review.

(e) If requested in writing by the Person who submitted such plan, the Authority shall provide in writing to such Person a list of the Expenses for which the Authority has reimbursed itself from the Initial Deposit and any Additional Deposit, such list of Expenses to be provided to such Person within sixty (60) days following completion of the applicable plan review and receipt by the Authority of all statements and invoices pertaining to all Expenses associated with such plan review.

(f) Neither the Initial Deposit nor any Additional Deposit shall incur interest.

(g) The Initial Deposit and each Additional Deposit shall be in addition to any and all other deposits, fees, charges and amounts required to be paid to the Authority by any Resolution, rule, regulation or other action of the Authority or otherwise by applicable law.

SECTION X **MAIN EXTENSION**

10.1 Plan Submission and Approval. Any Person who desires to construct and install a water main extension shall submit a signed written request, together with a plan review deposit, to the Authority. All plans for water Main Extensions must be approved by the Authority before commencement of any construction or installation. The procedure to submit plans for approval is as follows:

(a) Preliminary plans must be provided to the Authority, the Chief Operator and the Authority Engineer (one set to each) at least four (4) weeks prior to the Authority meeting at which approval is desired.

(b) After review by the Chief Operator and the Authority Engineer, three (3) sets of plans containing recommended changes, if any, must be submitted together with four (4) copies of the subdivision plan and two (2) copies of plan profiles.

10.2 Rights-of-Way. Water Main Extensions may only be constructed and installed in public streets and in permanent water easements or rights-of-way conveyed to the Authority. All permanent water easements or rights-of-way necessary for construction and installation of a water Main Extension must be obtained prior to commencement of any construction or installation. Permanent water easements or rights-of-way shall be of the nature and width prescribed by the Authority Engineer for the construction, installation, maintenance, repair and placement of water lines and appurtenant facilities, including but not limited to valves, valve boxes, manholes and service lines. The developer must also obtain all temporary easements necessary for the construction and installation of the water Main Extension.

10.3 Financial Security. The Authority may require the developer to post financial security in the amount and of the type provided for in the Municipality Authorities Act, 53 Pa. C.S. § 5607(d)(23) to insure completion in accordance with the approved plan and with the Rules and Regulations of the Authority for all water mains and related apparatus and facilities required to be installed by the developer as set forth in the approved plan. The developer agrees that the portion of the financial security posted for construction and installation of the water Main Extension shall not be reduced or released without the prior inspection and approval of the Authority.

10.4 Reservation of Capacity. A developer may reserve capacity in the Authority's system by pre-paying the Tapping Fee for each property to be connected to the water system. Each property for which a Tapping Fee has been pre-paid must be connected to the water system within three (3) years of the date of pre-payment of the Tapping Fee or the Tapping Fee and the right to connect to the water system shall expire. Tapping Fees are non-refundable and non-assignable. Pre-paid Tapping Fees must be paid in full before any capacity on the water system will be reserved for the developer.

10.5 Rules Governing Construction and Installation of Water Main Extensions.

(a) Water mains shall be constructed and installed in compliance with all applicable regulations and requirements of the Authority and in compliance with the requirements set forth in the PA DEP *Public Water Supply Manual, Part II, Community System Design Standards* in effect at the time of such construction and installation, and also subject to such conditions and agreements as the Authority shall deem appropriate. The Authority may, at its discretion, require that water mains shall be larger than six inches (6") to accommodate future extensions of the system and/or to meet the demand of the proposed project.

(b) No water main shall be constructed or installed in a new street until concrete curbing is in place. In new streets where no concrete curbing is to be constructed, water main construction and installation shall not proceed until all storm

sewer catch basins have been set to finished grade. If neither curbing nor catch basins are to be constructed, no water main shall be constructed or installed until approval of the Authority inspector has been obtained.

(c) Where a water Main Extension is required, it shall be the responsibility of the developer or the property Owner to extend the main to the furthest limit of the property. In the event the water main extends beyond undeveloped or uncommitted property owned by parties other than the party installing the extension, the Authority may, but shall not be required to, agree with the Person installing the extension that no intervening property shall be connected to the extension unless and until a reimbursement component of the Tapping Fee, in an amount specified by the Authority, is first paid to the Authority; and a charge shall be refunded to the Person installing the extension, subject to the laws of the Commonwealth of Pennsylvania. Any change in ownership of the property, in whole or in part, for which water has been allocated or approved and to which water mains and services have not been satisfactorily extended and accepted by the Authority, shall require application to the Authority by the new Owner for extension of water main and service lines to said property.

(d) Only approved contractors or Water Department personnel shall install water Main Extensions and then only in accordance with accepted design criteria and construction and installation standards and other regulations of the Authority in effect at the time of such installation.

10.6 Final Inspection and Dedication.

(a) After completion of construction and installation, the developer shall submit a written request for acceptance by the Authority. Upon approval of the request by the Authority, the water Main Extension and all appurtenances shall become the property of the Authority.

(b) Prior to acceptance of the water Main Extension by the Authority, the developer must provide the Authority with an "AS BUILT" drawing of the project, signed and sealed by a registered professional engineer. The "AS BUILT" drawing shall include electronic mapping data for the project in a GIS-compatible format approved by the Authority.

(c) Upon acceptance of the water Main Extension and submission of an acceptable "AS BUILT" drawing, the Authority shall permit the new water Main Extension to be placed into service.

(d) The Authority may, in its sole discretion, supply interim service through the water Main Extension if requested; provided, however, no water service provided through a water Main Extension constructed and installed hereunder shall be deemed permanent service.

(e) The Authority, may, as a condition of acceptance of dedication, require the property Owner/ developer to post financial security to secure the structural integrity of the improvements during the eighteen (18) month maintenance period as well as the functioning of the improvements in accordance with the design and specifications as depicted on the final plan and the Authority's Rules and Regulations. The financial security shall be in an amount and duration as set forth in the Municipality Authorities Act, 53 Pa.C.S. § 5607(d)(23).

10.7 Costs. All application, permit, recording, engineering, inspection, legal and other Authority costs and expenses incurred for the project are the responsibility of the developer.

10.8 Enforcement. A violation of any of the procedures set forth in this Section X will result in cancellation of service and subject the developer and any contractor to the enforcement and penalty provisions of these Rules and Regulations. In the case of a phased development, service may be cancelled to all phases of the development, at the discretion of the Authority. A written waiver by the Authority of a requirement of this Section X shall not be deemed a waiver of any other requirement described herein.

10.9 Installation Of Water Lines. All water system improvements shall be constructed and installed in accordance with the specifications and standards of the Authority in effect at the time of installation. All such specifications and standards of the Authority are incorporated herein by reference and made part of these Rules and Regulations.

SECTION XI **GENERAL**

11.1 Inspection. Authorized employees of the Authority, properly identified, shall have access to any Premises at all reasonable hours for the purposes of discontinuance of water service, restoration of water service, inspection, repair and replacement of water service lines, Service Line Connections and Service Line Extensions, inspection, installation, repair and removal of water meters, and all other reasonably justifiable purposes.

11.2 Discontinuation Charge. For a Customer who desires to discontinue water service to a Customer Premises and who has remitted to the Authority payment in full of all unpaid Authority invoices for water service to such Customer Premises,

water service shall be discontinued to such Premises without charge. If in such case it is necessary for the Authority to remove the water meter at such Premises, a removal and replacement charge as established by the Authority from time to time by Resolution shall be paid before the water meter is reinstalled. A reconnection charge as established by the Authority from time to time by Resolution shall be paid when water service has been discontinued as a result of an unpaid invoice or for violation of any term of the application or contract with the Authority or any violation of these Rules and Regulations.

11.3 Service of Notices. All notices and invoices relating to the Authority or its business shall be deemed to have been properly served if posted upon the Premises of the Customer, if hand delivered to such Customer or if sent to such Customer in accordance with the current Authority notification policy.

11.4 Service Not Guaranteed. Nothing in these Rules and Regulations, nor any contract, nor any representation, verbal or written, of the Authority or any of its employees, agents, officers, directors, representatives or servants shall be taken or construed in any manner to be or constitute a guarantee by the Authority to furnish a sufficient quantity of water through any Service Line Connection, whether for domestic, commercial, industrial, manufacturing or any other general use, or for public or private fire protection or firefighting purposes, or for any other purpose, but the Authority will at all times, endeavor to maintain the efficiency of its water service.

11.5 Deficiency Of Water Supply. The Authority shall not be liable for any deficiency or failure in the water supply when the water supply is discontinued in order to make repairs or connections or when such failure is the result of conditions that are not within the control the Authority, including but not limited to natural disasters, civil disturbances, drought, flooding or severe or unusual weather conditions.

11.6 Restriction of Supply. The Authority reserves the right to restrict or regulate the supply of water for purposes of security or whenever the Authority deems necessary, in its sole discretion, for the welfare of the public and to reserve a sufficient supply of water at all times to provide for firefighting, fire protection and other emergencies.

11.7 Policy for Access to Public Records.

(a) All requests for access to public records of the Authority shall be made in writing, verbally (in person or telephonically), or by facsimile transmission.

(b) All requests for access to public records of the Authority shall be directed to: Open Records Officer, Womelsdorf-Robeson Joint Authority, P. O. Box 94, Womelsdorf, PA 19567; Telephone: (610) 589-2740.

(c) When a request is received for access to public records, the Authority shall make a determination within five (5) business days of receipt of such request to grant or deny such request. The Person requesting the information shall be promptly notified of the Authority's decision.

(d) If, after receiving a request for access to public records the Authority determines any of the following circumstances exist, the Person requesting access to the records shall be issued a notice that the request is being reviewed:

- (1) The request for access requires redaction of a public record;
- (2) The request for access requires retrieval of a record stored in a remote location;
- (3) A timely response to the request for access cannot be accomplished due to bona fide and specified staff limitations;
- (4) A legal review of the request is necessary to determine whether the record is a public record subject to access under the Act No. 2002-100, effective December 26, 2002, and as amended by Act No. 2008-3, to be effective July 1, 2008;
- (5) The Person requesting access to the public record has not complied with the Authority's policies regarding access to public records;
- (6) The Person requesting access to the record refuses to pay applicable fees as contained herein; or
- (7) The extent or nature of the request precludes a response within the required time period.

(e) The Person requesting access to the public record shall be informed in writing as to the specific reason that his/her/its/their request is being reviewed and a reasonable date a response is expected to be provided.

(f) The request must be retained by the Authority for thirty (30) days or until final appeal determination. If a request for access to public records is denied, the Person requesting the records shall be informed of the reason that the request has been denied and shall be given the authority relied upon by the Authority for denying access. The notice of denial shall contain the name of the person making the decision to deny access to the public record and the date of the denial, and shall include the

signature of the person denying access, together with an explanation of the procedures for appealing the Authority's denial of access to the record in question, and shall be forwarded within fifteen (15) days to the State Office of Open Records under the Pennsylvania Department of Community and Economic Development. All appeals shall be in writing and shall be directed to: Executive Director, Office of Open Records, Commonwealth Keystone Building, 400 North Street, Plaza Level, Harrisburg, PA 17120-0225. Appeals of denials of access to criminal records shall be made to the Office of the District Attorney of Berks County, Berks County Courthouse, Sixth and Court Streets, Reading, PA 19601.

11.8 Amendment of Rules and Regulations. These Rules and Regulations and the rates and fees set forth or referred to herein may be amended at any time and from time to time by the Authority, in its sole and absolute discretion, which amendments, when adopted by the Board, shall be incorporated herein and be a part of these Rules and Regulations.

11.9 Enforcement. The failure by any Person to comply with any requirement or provision of these Rules and Regulations or the refusal of any Person to comply with any notice, order or direction of the Authority or any employee, agent, attorney, officer, director or representative of the Authority shall constitute a summary offense. In addition, the Authority expressly reserves all other rights and remedies which it may possess by reason of any such failure including but not limited to an action in equity for the proper enforcement of these Rules and Regulations. All rights and remedies of the Authority are, to the extent permitted by applicable law, cumulative and may be exercised concurrently or consecutively. The imposition of a fine or penalty for any violation of, or noncompliance with, these Rules and Regulations shall not excuse the violation or noncompliance, or permit continuance thereof, and each such Person shall be required to correct or remedy such violation and/or noncompliance within a reasonable time as established by the Authority. Each day that a violation continues shall be considered a separate offense. In addition to all other rights and remedies of the Authority, any construction or installation of water lines or appurtenances in noncompliance with these Rules and Regulations may be declared by the Authority to be a public nuisance and abatable as such.

11.10 Hold Harmless; Indemnification. Each Owner, Tenant and Customer shall indemnify and hold harmless the Authority, and its employees, agents, officers, directors, representatives and servants, and their respective heirs, representatives, successors and assigns, from and against any and all damages, losses, costs and expenses, including but not limited to attorneys' fees and costs, resulting, directly or indirectly, from the construction and/or installation of the Authority's water system, any Authority water service lines and all appurtenances thereto, including but not limited to connections, by the Authority, an Owner, a Tenant and/or a Customer.

11.11 Severability. If any sentence, clause, section, subsection, term or provision of these Rules and Regulations shall be ineffective or inoperative by reason of any law applicable thereto, or shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the sentences, clauses, sections, subsections, terms and provisions of these Rules and Regulations shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

The above Rules and Regulations were adopted by the Womelsdorf-Robeson Joint Authority at the regular meeting held on November 14, 1967. Revised at the regular meeting held on February 13, 1979. Revised at the regular meeting held on May 28, 2019.