

# GETTYSBURG MUNICIPAL AUTHORITY

## RULES GOVERNING WATER AND SEWER SERVICE

### STATEMENTS OF FACT

These Rules are a part of the contract with every person or entity who/that accepts public water or sewer service from the Gettysburg Municipal Authority (the "Authority"), and every person or entity, by accepting such service(s), shall be deemed to have agreed to be legally bound hereby, whether or not a written service contract/application exists.

The Authority owns and operates public water and sewer systems, which serve the Borough of Gettysburg and portions of Straban Township and Cumberland Township. These Rules shall be administered and enforced by the Authority, which has the sole authority and responsibility for any required decisions or approvals, as governed by the laws and administrative agency regulations of the Commonwealth of Pennsylvania, in general, and, specifically, Pennsylvania's Municipality Authorities Act, as amended (the "Act").

These Rules are not intended to conflict with any local, state or federal statutes or duly promulgated administrative agency regulations. Any provisions that are found to be in direct conflict with such legislation or regulations shall be void.

### SECTION 1 - DEFINITIONS

When used in these Rules, the following words and phrases shall have the following meanings, unless the context of usage clearly indicates a different meaning or interpretation:

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

a. A source of supply other than the supply source of the Authority directly or indirectly connected to the Authority's water system by means of pipelines, the source being approved by the Pennsylvania Department of Environmental Protection and the United States Environmental Protection

Agency as an acceptable, safe and sanitary source of public water supply and which continues as such at all times when the interconnection is in existence.

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

c. Installed or continued in existence and operated at all times in strict compliance with all applicable laws, ordinances, rules and regulations.

**1.2 AIR GAP:** The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying potable water to a tank, plumbing fixture, or other device and the flood level rim of the receptacle. The differential distance shall be at least double the diameter ( $2 \times D$ ) of the supply pipe measured vertically above the top of the rim of the vessel. In no case shall the air gap be less than one inch (1").

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

**1.4 AUTHORITY:** The word "Authority", whenever the same appears herein, means the Gettysburg Municipal Authority, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania, with a mailing address c/o Borough of Gettysburg, 59 East High Street, Gettysburg, Pennsylvania 17325.

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

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

**1.7 BUILDING SEWER:** Shall mean the pipe leading from the sewage drainage system of any structure to the Collection Sewer (Authority Main).

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

**1.9 COMMERCIAL ESTABLISHMENT:** Shall mean any room, group of rooms, building or enclosure used or intended for use in the operation of one business enterprise for the sale and distribution of any product, commodity, articles or service used or intended for use for any business, commercial, social, amusement, religious, educational, charitable or public purpose and containing plumbing. "Commercial Establishment" includes, without limitation, institutional dormitories.

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

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

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

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

**1.14 CUSTOMER:** The word "Customer", as used herein, means the owner(s) contracting for or using the Authority's public water and/or sewer service on a

single Premises, or Connection Unit; and the word "Customers" means all so contracting for and using the Authority's public water and/or sewer service.

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

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

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

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

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

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

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

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

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

**1.24 MAIN/MAINS:** Distribution (*i.e.*, pertaining to the Authority's public water system) and collection (*i.e.*, pertaining to the Authority's public sewer system) pipelines which are located in streets, highways, public ways or private rights-of-way and which are used to serve the general public (as opposed to a particular development or property), and which are owned and operated by the Authority.

**1.25 MAIN EXTENSION:** An extension of a distribution or collection pipeline beyond existing facilities and exclusive of service line connections. Any new addition onto or connection into an existing Main shall be deemed to be an "Extension".

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

**1.27 OWNER or OWNERS:** The words "Owner" or "Owners", whenever the same appear herein, mean the person(s) or entity(ies) 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 public water and/or sewer by the Authority.

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

**1.29 POLLUTION:** An actual or potential impairment to the physical properties and potability of the community water system, which constitutes a nuisance or is aesthetically objectionable or can be dangerous or threatening to public health.

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

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

- a. A building under one roof owned by one Customer and occupied as one residence or one place of business; or
- b. A building or group of buildings owned by one Customer and located on one lot, with one service connection; or
- c. The one side of a double house having a solid vertical partition wall; or
- d. Each side of each part of a house or building occupied by one family, including a one-person family, even though the closet and/or other fixtures be used in common; or
- e. Each apartment, office or suite of offices, and/or place of business located in a building or group of buildings, even though such buildings in a group are interconnected by a tunnel or passageway, covered area way, or a patio or by some similar means or structure; or
- f. A public building devoted entirely to public use, such as a town hall, schoolhouse, or fire engine house; or
- g. A single vacant lot or park or playground; or
- h. Each house in a row of houses; or
- i. Each dwelling unit in a row of houses, a dwelling unit being defined as a building or a portion thereof with exclusive culinary facilities designed for occupancy and used by one person or one family (household); or
- j. Each individual and separate place of business and/or occupancy located in one building or group of buildings commonly designated as shopping centers, supermarket areas and by such other terms; or
- k. Each dwelling unit in a public housing development owned and operated by the United States of America, a municipal subdivision of the Commonwealth of Pennsylvania, or an agency or instrumentality of the United States or the Commonwealth of

Pennsylvania, by a philanthropic foundation or organization or some such similar body or organization, or operated under private ownership; or

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

**1.32 RATE SCHEDULE:** The entire body of effective rates, rentals and charges, as adopted by the Authority from time to time, is made a part of these Rules. A Rate Schedule stating charges and rates effective as of the dates stated therein is attached hereto as an **Appendix 1** and incorporated herein by reference, as, from time to time, amended by Resolution(s) of the Authority.

**1.33 REDUCED PRESSURE PRINCIPAL DEVICE:** A device that shall incorporate two or more check valves and an automatically operating differential relief valve located between the two check valves, two tightly closing shut-off valves, and equipped with necessary appurtenances for testing. The device shall operate to maintain the pressure in the zone between the two check valves, less than the pressure on the Authority water system side of the device. At cessation of normal flow, the pressure between the check valves shall be less than the supply pressure. In case of leakage of either check valve, the differential relief shall operate to maintain this reduced pressure by discharging to the atmosphere, thereby providing an air gap in the device. To be approved by the Authority or its designated agents, the device must be readily accessible for maintenance and testing and installed in a location where no part of the device will be subject to outside flooding. The device shall be used on service connections, which may be subject to backflow and where there is a possibility of contamination that constitutes an actual or potential health hazard.

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

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

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

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

**1.39 SERVICE LINE EXTENSIONS:** (Customer Service Line) The pipe, valves and other facilities by means of which water is conducted from the curb stop to the Premises, and specifically includes the service line extending from a point of connection to the curb stop to a point inside the walls of the Premises or meter box, where approved, a stop cock or compression valve and backflow preventer on the line at this point, connections for the inlet and outlet sides of the meter, a stop and waste cock on the outlet side of the meter and such other facilities.

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

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

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

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

**1.44 TENANT:** The work "Tenant", whenever the same appears herein, is any person other than the owner occupying the Premises and obtaining water from the mains of the Authority.

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

**2.1 GENERAL:** The Authority will furnish water and sewer service only in accordance with these Rules, as they may be amended from time to time. These Rules are hereby made a part of every water and/or sewer application, contract, agreement or license entered into between the Owner or Customer and the Authority.

The Authority hereby reserves the right, as it may deem necessary or appropriate, to alter, amend, and/or repeal, by duly adopted Resolution of the Authority's Board of Directors, these Rules and/or the Schedule of Rates and Charges (**Appendix 1** attached hereto and incorporated herein by reference), or



any part, and in whole or in part to substitute new Rules, rates and/or charges, which when altered and amended shall forthwith become and thereafter be a part of every such application, contract, agreement or license for water and/or sewer service in effect at the time of such alteration, amendment and/or adoption.

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

**2.3 METERED WATER SERVICE:**

- a. **General Rule.** Each Premise shall be served through a separate service line connection, a separate service extension line and through a separate meter.
- b. **Waiver by Board.** The Board of the Authority may, in its sole discretion, permit multiple services to be provided through a single meter. Provided, however, that every such request shall be made in writing and approved by the Authority before such service is installed.
- c. **Multiple Premises - One Meter.** In situations pre-dating these Rules, or under subparagraph **b.** above where water service to separate buildings (or separate Premises within a building) owned by the same party, whether on the same or separate lots and occupied by separate owners or tenants, is supplied through one meter, each separate building or Premises so supplied shall be subject to the same charge as would be applied if separate appropriately-sized service connections had been made. The Authority shall determine the appropriate size of such connections, along with meter sizes, and its determination shall be conclusive. Charges for service where more than one Premises are billed through one meter shall be billed to the owner only (and not to tenants).

**2.4 DUTY TO NOTIFY AUTHORITY OF CHANGES IN "PREMISES":** The Customer or Customers shall notify the Authority promptly relative to any changes in the number of Premises, the number at any time being subject to determination by the Authority.

**2.5 PROPERTY OWNER'S(S') PRIMARY RESPONSIBILITY:** The property owner(s), in all instances, rather than the tenant(s), shall be primarily and ultimately liable for the payment of GMA's user charges for public water and/or sewer service(s) provided by GMA, and all costs and fees incurred in the collection thereof. All GMA public water and/or sewer services accounts shall be in the name of the owner(s) only; provided, however, that all previous and existing written agreements and/or arrangements by and between GMA and any owner(s)/landlord(s) to bill the tenant(s) for public water and/or sewer services may remain in effect until new or different tenant(s) assume occupancy of the property(ies) involved, immediately upon which change in occupancy all of such previous and existing agreements and/or arrangements by and between GMA and any owner(s)/landlord(s) to bill the tenant(s) for public water and/or sewer services shall terminate; provided, further, however, that such delay in the implementation of GMA's policy requiring all GMA public water and/or sewer services accounts to be in the name of the owner(s) only, and the 'phase-out' of previous and existing agreements and/or arrangements by and between GMA and any owner(s)/landlord(s) to bill the tenant(s) for public water and/or sewer services, shall apply only to those accounts relative to which the owner(s) had acknowledged in writing said owner's(s') ultimate liability for the tenant's(s') user charges.

**2.6 DISCONTINUANCE OF SERVICE:**

- a. **By Customer:** Any Customer may terminate his service contract with the Authority and have his water service discontinued upon giving notice thereof to the Authority, and upon the lapse of a reasonable time thereafter to permit the Authority to take final meter readings and attend to other details in connection with such discontinuance of service. The Customer shall remain liable for water furnished to the Premises described in his application until the Authority has received notice from him and the termination of service has taken effect as stated above.

Discontinuance of service by the Authority for nonpayment of a bill or violation of these rules shall not cancel the application for service nor constitute a waiver of this rule.

- b. **By Authority:** Service may be discontinued by the Authority for any of the following reasons:
  - i. For non-payment in accordance with Sections 14.4 and 14.5 hereof;
  - ii. For misrepresentation in the application;

- iii. For the use of water for or in connection with, or for the benefit of, any other Premises or purposes than those described in the application.
- iv. For willful waste of water through improper or imperfect pipes, fixtures or otherwise.
- v. For failure to maintain in good order the service lines and fixtures owned by the customer or leased by him.
- vi. For tampering with or in any other way interfering with any service pipe, meter, meter box, curb stop, curb box or with any seal on any meter or other fixtures and appliances of the Authority.
- vii. In case of continued vacancy of the Premises.
- viii. For refusal of reasonable access to the Premises for purposes of inspecting the piping, fixtures and other water system appliances therein, or for installing, reading, caring for, repairing or removing meters.
- ix. For neglecting or refusing to make or renew advance payments where required or for nonpayment of water service, or for any other charge accruing under the application.
- x. Where the contract has been in any way terminated by the Customer.
- xi. For making or refusing to sever, upon notice, any cross connection between a pipe or fixture carrying water furnished by the Authority and a pipe or fixture carrying water from any other source, except an Acceptable Interconnection.
- xii. For Premises where the demand for water is greatly in excess of past average or seasonal use, or where such excessive demands for water by the Premises are or may be detrimental or injurious to, or in any way impair water service furnished to other Customers.
- xiii. For Premises where apparatus, appliances or equipment using water is dangerous, unsafe and not in conformity with any laws or ordinances.

xiv. For fraud or abuse.

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

xvi. For violation of these Rules in general, or other requirements governing water or sewer service furnished by the Authority.

**2.7 REINSTATEMENT OF SERVICE AFTER DISCONTINUANCE:** Service may be reinstated under a proper application when the conditions under which such service was discontinued are corrected and upon the payment of all proper charges or amounts provided in the schedule of rates or rules of the Authority due from the applicant, including payment of any required deposit.

**2.8 TURN-OFF WITHOUT AUTHORIZATION:** The Customer shall not turn the water off at any corporation stop or curb stop, or disconnect or remove the meter, or permit its disconnection or removal without the consent of the Authority. Breach of this provision shall subject the Customer to permanent discontinuance of service.

**2.9 SUSPENSION OF SERVICE DUE TO EMERGENCY:** The Authority shall have the right as necessity may arise in any case of breakdown, emergency or for any other unavoidable cause, to shut off the water supply temporarily in order to make necessary repairs, connections, and to do such other work. The Authority will use all reasonable and practical measures to notify the Customer of such discontinuance of service. In such cases, the Authority shall not be liable for any damage or inconvenience suffered by the Customer or any claim against it at any time for interruption in service, lessening of the supply, inadequate pressure, poor quality of water or for any other causes beyond its control; and such temporary shut-off of the water supply shall not entitle the Customer to any abatement or deduction in or from the water service charges, nor the refund of any portion of such service charges paid in advance during or for the time of such shut-off. When a supply of water is to be temporarily shut off, notice shall be given, when practicable, to all Customers affected by the shutting off, stating the probable duration of the interruption of service and also the purpose for which the shut-off is made. Nothing in these Rules contained, however, shall be construed as a guarantee, covenant or agreement of the Authority to give notice of any shut-off due to emergencies or otherwise.

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

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

**3.1 APPLICATION FOR WATER OR SEWER SERVICE:** A written application, prepared on the form furnished by the Authority and signed by the owner(s) of the Premises, must be submitted to the Authority for the purpose of requesting a new water and/or sewer service connection or a change regarding an existing water and/or sewer service connection (for example, as a result of a change of ownership of the subject Premises). Upon a change of ownership of the subject Premises, a written application for water and/or sewer service shall be signed and submitted to the Authority by the new owner(s) within no more than ten (10) days of the change of ownership date, and the Authority shall have the right to terminate service without further notice in the event that such new, signed application is not received by the Authority within such timeframe. Where more than one (1) Premise is served by a single meter, and where the Authority specifically agrees to serve on that basis, the owner(s) shall be the applicant(s) for service.

**3.2 INFORMATION ON APPLICATIONS:** Each applicant for a water or sewer service line connection and/or water service shall be required to sign a form or forms, provided by the Authority, providing such information as may be required by the Authority.

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

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

**3.5 CONTRACT WITH DELINQUENTS:** No agreement will be entered into by the Authority with an applicant for water or sewer service, whether owner or tenant, until all arrears for water or sewer, rents, bills for meter repairs or other charges due from applicant at any Premises now or theretofore owned or occupied by him, shall have been paid or until satisfactory arrangements for payment of such unpaid bills shall have been made.

**3.6 TERMS OF CONTRACT:** All contracts covering metered water supply and/or sewer service shall continue in force from month to month or quarter to quarter, subject to the billing period, unless ten (10) days written or verbal notice is given by either party of a desire to terminate the contract. Except in the case of delinquent accounts, when written notice, as aforesaid, is given by the Customer of a desire to terminate the contract and water is turned off at the curb at the end of any month or quarter, subject to the billing period, no further charge for water and/or sewer service will be made from the date of such turn-off until service is again turned on; provided, however, that a charge will be due and payable for the re-installation of the water meter upon the re-commencement of service. In the case of a sewer only service connection, the contract for sewer service may be terminated only upon the physical disconnection of the Building Sewer by the Customer at the Customer's expense and after inspection by the Authority to confirm such physical disconnection.

**3.7 SPECIAL CONTRACT:** The Authority may require, prior to approval of service, a special contract in addition to the aforementioned application for service under the following conditions:

- a. If required by provision of the Rate Schedule, the duration of the contract to be specified in the schedule.
- b. If the construction of an extension and/or other facilities is necessary.
- c. For providing temporary service, including water service for building or other special purposes. Water for building purposes shall be used only from a temporary connection approved by the Authority, and shall not be permitted to flow into the house fixtures.
- d. For standby or fire protection service.
- e. For connections with other qualified utilities or municipal subdivisions.
- f. For extensions to the water supply system, whether or not such facilities are to be dedicated to the Authority.
- g. Where service is provided from a main, which does not abut the frontage of the property to be served.

- h. If deemed necessary by the Authority.

**3.8 GOVERNMENTAL REGULATIONS A PART OF CONTRACT:** All contracts for water services shall be subject to the following provision:

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

**3.9 NEW APPLICATION UPON CHANGE IN OWNERSHIP OR TENANCY OR CONDITIONS OF WATER OR SEWER USE:** A new application must be submitted and approved by the Authority upon any change in ownership of the property, or upon any change in the service as described in the application. The Authority shall have the right, as set forth in Section 3.1 hereinabove, to discontinue the service(s) until such new application has been made and approved.

In connection with a change in service, any Customer making any material change in the size, character or extent of equipment or operations utilizing water and/or sewer service, or whose change in operations results in an increase in the use of water and/or sewer, shall immediately give the Authority written notice of the nature of the change and, if necessary, amend the application for service.

In instances where conditions change such that water and/or sewer usage increases, the Customer shall be liable for an additional tapping fee or fees, computed in accordance with the provisions of the Municipality Authorities Act, as amended, and the Resolutions of the Authority then in effect.

**3.10 RENEWAL OF SERVICE FOLLOWING REPAIRS:** Water and/or sewer service will be renewed following repairs to a service line connection or service line extension under a proper application when the conditions under which such service was discontinued are corrected and upon the payment of all charges due from the applicant, as provided in the Schedule of Rates of the Authority (*i.e.*, Appendix 1 of these Rules).

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

supply the same, or for the freezing of piping and fixtures of the Customer, nor for any damage to the property which may result from the usage or non-usage of water supplied to the Premises.

#### **SECTION 4 - DEPOSITS [DELETED]**

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

**5.1 GENERAL REQUIREMENTS:** No connection shall be made to the sewer system unless the manner in which the connection is made and the materials and workmanship employed in effecting such connection shall comply with the requirements of all applicable Federal, State and Local laws, rules, regulations and ordinances, as well as the Authority's standard construction specifications. It shall also be necessary for all connections to comply with any special requirements imposed under Section 16. of these Rules.

**5.2 LIABILITY FOR IMPROPER DISCHARGE:** Any person who discharges or permits to be discharged any material to the sewer system except through approved connections will be subject to such charges as the Authority may establish and shall hold harmless and indemnify the Authority from any costs and charges imposed by any governmental agency with jurisdiction, in addition to being subject to any penal provisions imposed by the Borough of Gettysburg, Straban Township, Cumberland Township, DEP or the United States Environmental Protection Agency.

**5.3 SEPARATE CONNECTIONS:** Except as otherwise provided in this Section 5, each new Connection Unit shall be connected separately and independently with a Sewer through a Building Sewer. Grouping of more than one (1) connection unit on one (1) Building Sewer shall not be permitted except under special circumstances and for good sanitary reasons or other good cause shown and then only after special permission of the Authority, in writing, shall have been secured and subject to such rules, regulations, and conditions as may be prescribed by the Authority. Further, in the event a single house connection is permitted to serve a double house or condominium complex, it will be necessary for the property owners to sign an agreement (which the Authority may record in the office of the Recorder of Deeds) relieving the Authority of any responsibility or obligation caused by or resulting from installation of a single house connection. The agreement shall provide that any disagreement between the parties concerning future maintenance of the common sewer will be sufficient cause for the Authority to install additional connections to the sewer main to provide individual service. The installation of such separate Building Sewers and Service Laterals shall be made at the expense of the property owners signing the agreement. If there is a pre-existing lateral that serves more than one property, the owners of the properties, utilizing that lateral, shall be equally responsible for all costs of maintenance and repairs to said lateral regardless of where that repair is located. Furthermore, if the parties who share a common lateral fail to agree on the payment of expenses for repairs and



maintenance, the Authority may install individual connections to the sewer main and charge the property owner for such service.

**5.4 CONTRACTORS/PLUMBERS:** All contractors/plumbers and qualified individuals making connection to the sewer system shall comply with all Federal, State and Local requirements.

**5.5 INSPECTION REQUIRED:** No connection shall be made to the sewer system or the pipe trench covered or trench back-filled unless and until the Building Sewer installation has been inspected and approved by the Authority's representative.

**5.6 WATER CONTAMINATED BY USE:** All water contaminated by use must be discharged into the Building Sewer, including water from sinks and washing machines. Conversely, the discharge of roof, storm, surface, or building foundation water or drainage is expressly prohibited. Floor drains in basements subject to groundwater infiltration or flooding must be removed or permanently and thoroughly sealed. In the event of the Owner's/Customer's failure or refusal to remedy or remove any violation of the present Section after receipt of written notice from the Authority to do so, the Authority shall have the right, upon five (5) days written notice, to discontinue the water supply and/or sewer service until such violation has been remedied or removed.

**5.7 OWNER RESPONSIBLE FOR COSTS:** All costs and expenses for the construction of a Building Sewer, including testing, shall be borne by the Owner of the Improved Property to be connected; and such Owner shall indemnify and save harmless the Authority from all loss or damage which may be occasioned, directly or indirectly, as a result of construction of a Building Sewer. If required for service to an Improved Property, the Building Sewer shall be constructed by the Authority, at the expense of the property Owner.

**5.8 SPECIAL REQUIREMENTS:** Whenever, in the opinion of the Authority's Engineer or other duly authorized representative of the Authority, special conditions require additional safeguards or more stringent specifications to be observed, then, and in that event notwithstanding any other provisions of the Rules or other applicable Federal, State or Local requirements, the Authority specifically reserves the right to refuse to permit a connection to be made to its water and/sewer system until such special requirements or specifications as may be stipulated by the Authority or its Engineer have been satisfied.

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

- a. **GENERAL:** Harmful discharges to the sewer system are prohibited. Interceptors and/or separators shall be required to be installed as set forth below or wherever in the sole judgment of the

Authority they are deemed necessary to protect the integrity and safety of the sewer system.

- b. **GREASE INTERCEPTORS:** A grease interceptor shall be required to receive the grease-laden drainage from plumbing fixtures and equipment located in the food preparation areas of commercial and industrial establishments. This includes, but not by way of limitation, facilities such as: restaurants, motels, hotels, bars, cafeterias, schools, and meat processing facilities.
- c. **OIL INTERCEPTORS:** An oil interceptor shall be required to receive drainage from work areas of commercial and industrial establishments where the possibility exists that petroleum products could become mixed with wastewater. This includes, but not by way of limitations, repair garages, gasoline stations and factories.
- d. **SPECIAL PURPOSE INTERCEPTORS:** Interceptors shall be required at commercial and industrial establishments where the nature of their operation is such that a substance detrimental to the sewer system could enter the wastewater stream. Sand or grit from car washes, string or rags from commercial laundries, and animal parts from butcher shops are examples of facilities where special purpose interceptors may be required.
- e. **ACCESSIBILITY AND MAINTENANCE:** Each interceptor or separator shall be installed so as to be readily accessible for service and maintenance. Interceptors and separators shall be maintained by periodic removal of accumulated grease, scum, oil, solids, etc. and by disposal of the material in a lawful manner.
- f. **SPECIFICATIONS:** The style, type and location of each interceptor or separator shall be subject to approved by the Authority and its Engineer.
- g. **INSPECTION AND RECORDS:** Authority personnel may make periodic inspections of any and all such interceptors and separators and associated records to assure proper installation, maintenance, and disposal procedures are being practiced. Written records, maintained by the property owner or facility management, shall be required to document required maintenance and lawful disposal of all accumulated material.

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

**6.1 SERVICE LINE/CONNECTION TO MAIN:** The Water Service Line Connection shall be installed from a Main located in the front of the Premises. However, the Authority reserves the right to approve Service Line Connections at locations other than in the front of the Premises when such is in the best interests of the Authority. All Service Line Connections must be made to Main lines.

**6.2 INSTALLATION OF SERVICE LINE CONNECTION TO MAIN:** The Authority will install and maintain all Water Service Line Connections, make all connections to the Main lines, furnish, install and maintain all service lines from the Mains to and including the curb stop and service box, which will be placed inside the curb or property line, the said Service Line Connection to be the property of the Authority and to remain under its control.

Only duly authorized employees or agents or contractors of the Authority will be permitted to install a service line connection from the mains of the Authority to the curb line.

The installation of all connections to Authority mains is subject to the submission of a written application to the Authority, as previously set forth, to such requests being reasonable, to approval thereof by the Authority, and to the payment of such charges for the service line connection installation (Connection Fee) as are in effect at the time of the application, said charges to be payable in advance. Where the governmental unit charges a fee for issuing a permit or permits for street or road openings, or for any other reason in connection therewith, the total fee will be charged to the applicant in addition to the other charges.

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

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

When meter boxes are located at the curb, the entire installation including box, cover, riser pipe and other appurtenances, except the meter, shall be installed by and at the expense of the Customer.

**6.3 MAINTENANCE-SERVICE LINE CONNECTION TO MAIN:** All Water Service Line connections originally furnished by the Authority will be

maintained by and at the cost of the Authority without expense to the Customer for repairs, renewals or replacements.

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

Prior to a Customer's construction of new concrete sidewalks, making changes in grade or other changes in sidewalk construction, the Customer shall notify the Authority, in order that the Authority may relocate the curb box at the proper grade. Meter box height shall be adjusted by the Customer. If such notice is not given and the box or boxes are covered or concreted over, thereby necessitating additional expense to the Authority for finding and relocating the same, the Customer shall be billed for such additional expense and the Authority will, under no circumstances, be responsible for damages to the sidewalk.

In cases where services are frozen, the Authority will, at its own expense, thaw out the service line connection to the curb stop. The thawing out of the service line from the curb stop to the Premises shall be done by the Customer at the Customer's own expense. To avoid a recurrence of freezing, the Authority will make an examination of the Customer's Water Service Line Extension, and if the same is not at a depth of at least three feet (3') or as otherwise required, the Authority shall have the right to require it to be relocated before service is resumed.

**6.4 RENEWAL OF SERVICE LINE: MAIN TO CURB:** Where renewal of service line connecting from the street main to the curb is found necessary, the Authority will renew said service in the same location as the old one. If the property owner or Customer, for the Customer's own convenience, desires the new service line connection at some other location and agrees to pay all expenses of such relocation in excess of the cost of laying the service line connection in the same location as the old one and cutting off and disconnecting the old service line connection, the Authority will lay the new service line connection at the location desired.

**6.5 CHANGE IN LOCATION OF SERVICE LINE: MAIN TO CURB:** The Customer shall pay for the cost of relocation of all service line connections made at the Customer's request or for the Customer's convenience.

**6.6 INSTALLATION - WATER SERVICE LINE EXTENSION:** The service line extension, that is, the service line extending from the curb stop to the Premises, and all required appurtenances, shall be installed by and at the

expense of the Customer. The installation shall be in accordance with the following requirements:

- a. General - The portion of the service line extension installed by the Customer shall be not less in size and quality than the service line in the street laid by the Authority, and shall be laid not less than three feet (3') below the surface, and shall not be covered until the tap on the Main is made and service line extension tested. If any defects in workmanship are found, the services shall not be turned on until such defects are remedied. All plumbing connections shall be able to withstand a pressure of at least 150 pounds per square inch. 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 gate valve, ball valve or compression valve (the same size as the service line), and a back-flow preventer on the street side and immediately before the valves, and a stop, waste cock on the outlet side of the meter. All facilities inside the building shall be located so as to be readily accessible (no crawl space installation) and protected from freezing, and shall 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, in order to permit the Authority to schedule its work and install the service line connection. The service line extension shall be laid in a straight line between the curb stop and the Premises unless otherwise approved in writing by the Authority.

**6.7 MAINTENANCE - WATER SERVICE LINE EXTENSION:** All service line extensions, service lines and fixtures installed by the Customer shall be maintained by the Customer in good and operable condition; and all valves, meters and appurtenances furnished and owned by the Authority and on the property of the Customer, if any, shall be protected properly and cared for by said Customer. When repairs, renewals or replacements or other necessary work are required on the aforesaid facilities of the Customer, the Customer shall employ, without delay, competent tradesmen to do the work. All said work shall be done at the expense of the Customer. All leaks in the service or any other pipe or fixture in or upon the Premises supplied must be repaired immediately by the owner or occupant of the Premises, under penalty of discontinuance of service by the Authority.

The Authority shall in no event be responsible for maintaining any portion of the service line extension or service line facilities owned by the Customer, or for damage done by water escaping therefrom, or from lines or fixtures on the Customer's property; and the Customer shall at all times comply with municipal regulations with reference thereto and make changes therein required on account of change of grade, relocation of mains or otherwise.

**6.8 LENGTH OF SERVICE LINE EXTENSION:** The Authority shall have the right, in cases where the length of the service line extension exceeds one hundred (100') feet and in all other cases where deemed advisable by the Authority, to require the Customer to furnish, at the Customer's expense, an approved meter pit /box provided with a suitable cover and constructed in accordance with a plan furnished by the Authority. Such meter pit/box shall be constructed at the property or curb line and shall be used for the housing of the meter required for the service of the Premises.

**6.9 PENALTY FOR PLACING OBSTRUCTIONS OVER, IN OR AROUND CURB BOXES:** If any obstruction is placed over, in or around a curb box in such a manner as to prevent or obstruct the normal operation of the curb stop or result in damage to the curb box, curb stop or service line extension, the Authority shall have the right to shut the water off at the curb stop and plug the curb box or disconnect the service line or turn the water off at the corporation stop or ferrule, as it may deem necessary. Before service is renewed, the Customer shall pay to the Authority the expenses incurred in shutting water service off and in turning it on again, including the cost of necessary trenching and backfilling, or cutting and replacing pavement, sidewalk or curbing, or any municipal permit or permits for opening the pavement.

**6.10 ONE (1) SERVICE LINE CONNECTION FOR EACH CUSTOMER:** A separate service line connection (Authority-owned) will be used to supply a single Customer only, *i. e.*, a service line connection cannot be used to supply more than one (1) Customer unless authorized and approved by the Authority. No Customer shall have more than one (1) service line connection, except where impossible or impracticable to furnish an adequate water supply service to the Customer's Premises through one (1) service connection line, in which event the Authority may provide service by the installation and use of more than one (1) such service line connection.

**6.11 SINGLE SERVICE LINE CONNECTION WITH TWO (2) OR MORE CUSTOMERS:** Where two (2) or more Customers are supplied through a single service line connection, the Authority shall have the right to enforce these Rules relative to such Customers on both an individual and a collective basis.

**6.12 OTHER SERVICE LINE EXTENSION REQUIREMENTS:** The Authority reserves the right to require any Customer to install on or in conjunction with said Customer's service line extension, such valves, stop cocks, check valves, relief valves, pressure regulator, air chamber, tank, float valve, backflow preventer or other apparatus of approved design, when and where, in the Authority's opinion, the conditions may require such devices for the safeguarding and protection of the Authority's property or the water supply.

Should the use of water by a Customer become excessive during a 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 shall have the right to require the Customer, at the Customer's expense, to install properly designed and adequate water storage facilities in and upon the Customer's premises.

Such on-site storage facilities shall include all tanks, piping, valves, fittings, storage structures, pumps, automatic controls and such other appurtenances as are necessary to facilitate the storage of an adequate supply of water and delivery therefrom during periods of peak water use on the Premises, in order to avoid a direct use of water from the system of the Authority that causes the aforementioned decrease in pressure in the Authority's distribution system. The design of any such on-site water storage system shall be subject to approval by the Authority.

In any situation wherein a Customer's steam boiler takes a supply of water directly from the Authority's service line connection, such connection and use shall be solely at the risk of the Customer, and the Authority shall have no liability for any damages resulting therefrom whatsoever.

**6.13 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 Authority may authorize a Customer's plumber to operate a curb stop upon advance notice to the Authority. The control of the water supply by the Customer shall be by means of a separate stopcock located, in general, just inside the building wall.

## **SECTION 7 - NEW SERVICE/WATER AND SEWER MAIN EXTENSIONS**

**7.1 GENERAL:** The extension of water and sewer mains to and from, or connected to, the utility system of the Authority shall be in accordance with the following provisions and the pertinent provisions of the Municipality Authorities Act, as amended. All extensions shall be connected to main water and sewer lines owned by the Authority, and shall be dedicated to and become property of the Authority after inspection and acceptance by the Authority.

**7.2 WHEN EXTENSION IS REQUIRED:** A Main Extension shall be required by the Authority in all or any one (1) of the following instances:

- a. For the furnishing of Service to an individual Premises whose property line does not abut a Main water and/or sewer line installed in a public or private right-of-way and owned by the Authority.
- b. For the furnishing of Service to a group of individual Premises whose property lines do not abut Main water and/or sewer lines installed in a public or private right-of-way and owned by the Authority.
- c. For the furnishing of Service to a group of Premises located within the limits of a recorded plan of lots where the developer of the plan is desirous of obtaining Service for the lots.
- d. For the furnishing of public or private fire service to a municipality or a private individual, firm or corporation or others requesting such service where no Authority-owned Mains are installed in public rights-of-way, or where existing Authority-owned lines are not capable of providing the requested fire flows.
- e. For the furnishing of a requested quantity of water service for a Premises or group of Premises which is beyond the capability of the existing Authority system in the area where service is required.
- f. Such other similar instances, as determined by the Authority.

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

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



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

**7.4 MINIMUM LENGTH OF SEWER MAIN EXTENSION/PUMPING STATIONS:** The extension of a sewer main shall include the entire quantity of pipeline and appurtenant facilities required to conduct the flow of sewage from the Premises constructed or to be constructed to the existing sewer collection system of the Authority. Sewer collection mains in existing Authority rights-of-way shall extend, at a minimum, to the mid-way point of the frontage of the last property for which the owner/developer has requested sewer service.

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

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

In the event that sewer main extensions within any subdivision shall require pumping in order to allow for flow of sewage into the collection system of the Authority, the developer shall be responsible for the planning, construction and dedication to the Authority of such pumping station. The plans of such pumping facilities shall be subject to the review procedure set forth in Section 7.6 below. Upon the satisfactory completion of such facilities, such pumping facilities shall be offered for dedication in accordance with the provisions of this Section 7. All costs associated with the planning, construction and maintenance (for the required 18-month period) of such pumping facilities shall be the sole responsibility of the applicant/developer.

**7.5 APPLICATION FOR EXTENSION:** A written application must be submitted to the Authority for the purpose of requesting approval of a Main Extension and water service or sewer service therefrom, said application to be accompanied by plans showing the proposed location of said extension(s) and

other pertinent conditions, including, for example, preliminary extension costs, said application to be signed by the owner(s) or developer(s), to be subject to the terms and conditions prescribed by the Authority, and also to the execution of an agreement, which agreement (commonly referred to as a "Developer's Agreement"), subject to the provisions of Pennsylvania's "Municipality Authorities Act", as amended, shall regulate and control the installation of water and/or sewer line extensions and the furnishing of water and/or sewer service therefrom.

**7.6 EXTENSION PROCEDURE:** Extensions of water or sewer lines will be performed by the Authority or by the person or persons requesting the extension, as shall be agreed between the parties. In either event, the party requesting the Main extension shall be responsible for the payment of the total cost of such extension. Water and sewer line extensions required to serve residential, commercial, industrial or subdivision/land developments shall be designed by the Authority or subject to Authority approval, and shall comply with the following conditions:

- a. Plans and specifications for extensions and additions to the water or sewer systems of the Authority which are prepared by persons other than the consulting engineer for the Authority must be prepared by qualified engineering firms. Such plans and specifications so prepared shall be signed and sealed by a responsible official of the engineering firm and submitted for approval of the Authority. No construction of any water or sewer main intended to be connected to the systems of the Authority shall be undertaken until such plans and specifications are approved and until a permit is issued by the Pennsylvania Department of Environmental Protection, when approvals and permits are required.
- b. Unless the extension is to be located solely within an existing public road/street right-of-way, the Authority shall be provided with a written right-of-way/easement suitable for recording. Rights-of-way shall be a minimum width of thirty feet (30'), unless otherwise determined by the Authority, and to the extent possible, the right-of-way shall be uniform in shape, and parallel to property lines with the water and/or sewer line placed in the middle area of the right-of-way. The entire post-construction right-of-way shall be accessible for maintenance. The right-of-way document shall be prepared at the expense of the Applicant by the Authority's Solicitor. The main extension plan shall contain all information required by the Authority in order to facilitate the preparation and recording of the required right-of-way/easement agreement.

- c. All extensions shall be designed in such manner as will permit future extensions thereof with rights-of-way dedicated therefor whenever applicable.
- d. All water lines and sewer lines shall be constructed in complete accordance with the Authority's standards and specifications, and in accordance with applicable federal, state and local statutes, ordinances and regulations.
- e. The owner/developer shall post financial security acceptable to the Authority, in an amount determined or approved by the Authority Engineer, which amount shall be sufficient to pay for the Main extension project. In addition, the owner/developer shall deposit with the Authority an amount determined by the Authority to be sufficient to cover its administrative, engineering and legal costs to be incurred in connection with the extension project.
- f. The Contractor shall provide the Authority with certificates of insurance in the amounts specified by the Authority, therein naming the Authority as an additional named insured party.
- g. All work shall be inspected on a full-time basis by the Authority's designated representative, the owner/developer to be responsible for the payment of all inspection costs.
- h. The owner/developer shall be responsible for all Authority costs incurred in connecting to existing Authority facilities.
- i. Prior to acceptance the Authority's acceptance of dedication of completed facilities, the owner/developer shall furnish the Authority with an eighteen (18) month maintenance bond in the amount of fifteen percent (15%) of the original required financial security.

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

**7.8 RESPONSIBILITY FOR COST:** In the event that the Authority agrees, at the request of an owner/developer, to perform the installation of a Main Extension, the entire cost of the requested water and/or sewer Main extension, including fire hydrants and other appurtenances, shall be borne by the person or entity requesting or requiring the extension, and the Authority shall not be subject to any cost in connection therewith. The cost of a water and sewer Main extension or installation shall include the following, as applicable:

- a. The cost of all designs and/or plan review.
- b. The cost of pipe of at least eight inch (8") diameter, unless otherwise approved by the Authority. The minimum size shall be eight inches (8") in all locations where the line will serve as a main line and/or is necessary for proper future expansion and development of the system, except that a minimum size of twelve inches (12") diameter shall be provided in high density residential, commercial, industrial and institutional areas. At the Authority's option, the Authority may require the installation of a main larger than eight inches (8") in low density residential areas.
- c. The cost of connections to the existing main line(s), including all costs incurred by the Authority relative thereto.
- d. The cost of all valves, valve boxes, fittings, fire hydrants and all related work, including the testing of the extension.
- e. The cost of all lands and rights-of-way that must be acquired in connection with the extension project.
- f. The cost of all inspection.
- g. The cost of all governmental permits and inspection.
- h. All legal, administrative and engineering costs.

**7.9 PAYMENT OF COSTS: [DELETED]**

**7.10 AGREEMENT: [DELETED]**

**7.11 INSTALLATION SPECIFICATIONS:** All water and sewer lines shall be installed in accordance with the detailed specifications of the Authority.

## **SECTION 8 - MAINTENANCE OF BUILDING SEWERS**

**8.1 RESPONSIBILITY FOR MAINTENANCE/GENERAL:** The maintenance of Building Sewers from a building to the Authority Main shall be the obligation of the property owner.

**8.2 BLOCKAGE/ROOTS:** [DELETED]

**8.3 REPLACEMENT OF BUILDING SEWER:** If the Authority determines that it is necessary to replace a Building Sewer, the Owner shall be responsible for all costs of replacement of the Building Sewer.

## **SECTION 9 - METERS**

**9.1 GENERAL:** All meters, unless otherwise indicated, will be furnished and installed by the Authority, subject to the fees (Customer Facilities Fee) currently in effect, and will, unless otherwise specified, remain the property of the Authority and shall be accessible by the Authority and subject to its control and maintenance. A meter will be required for each Premise and for each separate service line connection/extension supplying a Premises, except as otherwise provided herein.

**9.2 SIZE OF METER:** The Authority reserves the right in all cases to stipulate the size and type of the meter to be installed on each service line and to require the installation of a larger size meter in any case where the peak use of water places any meter under undue or unusual strain and/or exceeds the recommended meter capacity, and reserves the right to charge the Customer Facilities Fee currently in effect for the larger meters.

**9.3 LOCATIONS:** The location for the meter and/or remote reading equipment shall be subject to the approval of the Authority, shall be at a convenient and accessible point, shall permit control of the entire water supply, and shall allow proper protection of the meter from freezing or other harm. Unless otherwise approved in writing by the Authority, meters are not allowed in crawl spaces. Unless otherwise specified by the Authority, no fixture shall be attached to, or any branch made in, the Service Line Connection and/or Extension.

**9.4 METER PITS:** In cases where it is not practical to place the meter within a building, or if the Authority in its sole discretion makes such determination, the Authority may require the property owner to furnish, inside the property line, an approved meter pit with a suitable cover, such installations to be made in accordance with a plan furnished or approved by the Authority. The design of

the meter pit shall permit adequate access to the meter and its ready installation, maintenance or removal.

**9.5 INSTALLATION OF METER:** All piping fittings, valves, check valves, gauges, bolts, nuts, meter pit structures, or other accessories or materials, and the labor for installing the same, used in connection with meter settings within the property line of the Premises, shall be at the expense of the applicant. The Owner shall employ for this work the services of skilled tradesmen, who shall cooperate with the Authority and install all of the piping and appurtenances in accordance with the dimensions and requirements specified by the Authority, so that the meter or meters can be properly installed and connected by the Authority. Under certain conditions where there is a demand or necessity for uninterrupted water service in order to eliminate inconvenience to both the Customer and the Authority when repairs to or replacement of the meter is necessary, the Authority may, at its option, require the installation of a battery of two (2) or more meters on the one (1) service line, with a combined capacity approximately equal to the capacity of the single meter requested. Such installations shall be properly valved to control or cut any single meter out of service and permit its removal without interruption of service through the remaining meter or meters.

**9.6 MAINTENANCE, CARE AND RESPONSIBILITY FOR DAMAGE:** The Authority will maintain all meters at its expense, except that the Owner shall be liable for all damage to all meters installed within the Premises or serving the Premises, and for the proper repair and maintenance of all internal plumbing. In the event of damage to or failure of the meter, the Owner shall promptly notify the Authority. The Authority will furnish and set another meter to replace the one frozen or damaged. The cost of the repairs, including replaced parts, labor and transportation charges, as well as the cost of testing and costs for reinstallation or changing of the meter, shall be the responsibility of the Owner if the repair/replacement was necessitated by damage caused by the Customer.

**9.7 METER TESTS:** Should the Customer or the Authority at any time doubt the accuracy or correctness of the meter measuring water delivered to the Owner's Premises, the Authority will, upon a written request of the Owner, make a test of the accuracy of the meter. If the meter so tested shall be found to be accurate within industry standards, the actual cost of the test shall be paid to the Authority by the person/entity requesting such test. If the meter is found to be defective, the cost of the test shall be borne by the Authority. When a meter accuracy test is requested, the requestor shall pay for the cost of testing in advance, if required by the Authority. A report of each meter test shall be provided to the Owner. In the event that the meter so tested is found to have an error in registration in accordance with industry standards, the cost of the test

will be borne by the Authority and any fee paid by the Customer in advance will be refunded. The bill, based on the last reading of such meter or meters, shall be corrected accordingly. This correction shall apply both for over and under registration for a period not to exceed two (2) previous billing periods. The Authority reserves the right to remove and test any meter at any time at its own expense and, if such meter is found to be inaccurate, to substitute another meter of the same size in its place, either permanently or temporarily.

**9.8 CHANGE OF LOCATION OF METERS:** The Owner shall pay for the cost of relocation of any meter made at said Owner's request or for said Owner's convenience.

**9.9 SEALS:** No seal placed by the Authority for the protection of any meter, valve, fitting or other water connection shall be tampered with or defaced. Such seal shall not be broken except upon authorization from the Authority or in the presence of an Authority representative. Where any such seal is found to be broken, the Authority reserves the right to remove the meter for testing at the expense of the Owner.

**9.10 LEAKS:** Owners are urged to give careful attention to their plumbing and fixtures and make immediate correction of all leaks. No allowance/refund will be made by the Authority for water used, lost, stolen or wasted after having passed through the water meter. The Authority shall have the discretion (but shall not be required) to make, on a one (1) time and one (1) time only basis, a sewer charge adjustment relative to a water leak that did not involve a commensurate discharge into the sewer system.

**9.11 READING AND REGISTRATION OF METERS:** Readings of meters shall be taken monthly or quarterly, at the option of the Authority. The quantity recorded by the meter shall be taken to be the amount of water passing through the meter, which amount will be conclusive on both the Owner and the Authority, except when the meter has been found to be registering inaccurately or has ceased to register. In such cases, and in cases where a meter reading cannot be made for any reason, billing shall be made on estimated consumption based upon prior usage.

**9.12 ACCESS TO METERS:** The Authority at all reasonable times shall have access to an Owner's Premises and to meters, service connections and other property owned by it in or upon the Customer's Premises, for the purpose of meter installation, maintenance, operation and reading. The failure or refusal to permit such access shall be sufficient cause for discontinuance of service.

**9.13 NOTIFICATION RELATIVE TO CONDITION OF METER:** The Owner shall notify the Authority of damage to or the malfunction of the meter, or of the breaking of the seal wire, as soon as the Owner is aware of such a condition.

**9.14 MINIMUM CHARGE:** Every meter is installed subject to a fixed minimum monthly or quarterly charge, based upon the size of the meter, in accordance with the Authority's schedule of rates and charges. Such minimum shall be nonabatable for a nonuser of water. In the case of fractional bills covering less than a month or a quarter, monthly minimum charges and allowances shall be prorated.

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

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

**10.2 REGULATIONS FOR GSHP SYSTEMS: [DELETED]**

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

**11.1 APPLICATION FOR FIRE HYDRANT AND LOCATION:** A written request must be submitted by any municipality that is served water by the Authority, for the purpose of requesting the installation of public fire hydrants, said application to be signed by duly authorized officials of the municipality. Such procedure shall also be applicable to privately-installed fire hydrants. The request must be accompanied by a plan showing the proposed location of each fire hydrant.

The Authority will determine whether proper service can be furnished at each proposed fire hydrant under normal and ordinary conditions, subject to the size of the existing street main, the sizes of the lines in the surrounding distribution system, the available waters pressures, and other factors deemed relevant by the Authority.

The entire cost of a fire hydrant installation shall be paid by the applicant, including, without limitation, inspection and professional fees incurred by the Authority in conjunction with such installation.



All fire hydrant installations shall comply with the Authority's rules and specifications therefor.

**11.2 MAINTENANCE:** All public fire hydrants will be periodically inspected by the Authority at its own cost and expense. The Authority will provide public fire hydrant maintenance and repair at its own expense; provided, however, that the Authority shall be reimbursed for any expense for repairs caused by carelessness or negligence of any third party(ies).

**11.3 HYDRANT USE:** Only persons with prior authorization from the Authority shall be permitted to remove water from any public or privately-owned fire hydrant or hose plug, except for fire fighting purposes by a duly organized fire company, in which case prior approval by the Authority shall not be required. If a fire hydrant is used by a fire department or other duly authorized personnel for fire fighting purposes, such party(ies) shall thereafter immediately notify the Authority of such use, to allow the Authority an opportunity to check the condition of the hydrant or hydrants after such use.

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

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

**12.1 APPLICATION FOR PRIVATE FIRE PROTECTION SERVICE:** A written application prepared on the form furnished by the Authority must be submitted to the Authority for the purpose of requesting a special fire connection for private fire protection service, such application to be signed by the owner of the Premises or duly authorized agent, said application to be subject to such fees and terms and conditions as are hereinafter set forth and included therein, and to the execution of a contract, which applications, together with the Rules of the Authority, shall regulate and control the furnishing of such services to such Premises, and said application to be submitted at least two (2) months before the service line is required.

The application shall be accompanied by accurate plans showing the proposed fire protection system and appurtenances and showing any other water supply system and appurtenances, which may exist on the Premises. No

fire protection facilities involving the use of Authority water shall be installed at any time and no changes in or additions to said fire protection facilities shall be made without prior approval by the Authority, said fire protection facilities to include all pumping and/or mechanical means of taking water from the Authority System, storage tanks and all such facilities. All approvals will be subject to Section 13., Responsibility for Fire Service, and shall be subject to such restrictions and limitations as established by the Authority.

**12.2 APPROVAL OF APPLICATIONS:** The application does not obligate the Authority to approve the requested special connection. The Authority will review each proposed installation to determine whether the same 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.

**12.3 TERMS AND CONDITIONS:** The final approval of an application and furnishing of private fire protection service will be subject to the execution of a contract between the responsible party(ies) and the Authority, containing the following terms and conditions and containing such other terms and conditions as are deemed necessary by the Authority:

- a. The Authority, by its representative, shall have the right to enter the Premises of the applicant at any reasonable time for the purpose of making such inspections as it may deem necessary, and it shall have the right to attach any testing device or use any means which it may deem necessary to ascertain the condition of the pipe and appurtenances and uses made of same.
- b. The fire service line connection from the street main up to and including the curb or valve box and control valve shall be installed at the expense of the applicant and shall be maintained by the Authority; that all other pipe, fixtures and appurtenances shall be installed in accordance with the requirements set forth relative to the service line and/or water main extensions and maintained in good condition by and at the expense of the applicant. In such instances where the service connection is approved to provide fire protection service and other metered service, always being subject to a design satisfactory to the Authority, the control valves on the fire service line may be installed on the property of the Premises at approved locations.

- c. The Authority may require the installation of equipment/devices to monitor the functionality of the fire service connection's back-flow prevention devices.
- d. The control valve shall be under the control of the Authority, except during the times of fire when it shall be under the control of the Chief of the Fire Department of the municipality in which the Premises are located.
- e. All fixtures and openings (other than the control valve) shall be kept closed and sealed and not opened or used except during times of fire. Upon the extinguishment of each fire, the applicant shall immediately notify the Authority so that said fixtures and openings can again be closed and sealed.
- f. The applicant agrees the Authority shall not be considered in any manner an insurer of property of persons, or to have undertaken to extinguish fire or to protect any person or property against loss or damage by fire or otherwise.
- g. The applicant shall furnish, attach and make a part of its application an accurate drawing showing the pipes, valves, hydrants, tank openings and appurtenances associated with the fire service connection. Such drawing must also depict any other private fire suppression water supply system and pipelines and appurtenances which may exist on the Premises. There shall be no connection between any private fire protection system and the Authority's system.
- h. The rights and obligations of the applicant hereunder shall be further subject at all times to the Rules of the Authority that now exist or which may hereafter to be adopted.
- i. The applicant agrees to obtain in advance the approval of the Authority for any change, alteration, addition or deduction contemplated in the fixtures, openings and uses herein specified.
- j. Upon acceptance by the Authority and the completion of the fire service connection herein contemplated, the application shall be in force as a contract and shall continue as such until cancelled by notice, given by the applicant to the Authority.
- k. The Authority has the right to discontinue or disconnect said fire service pipe and terminate the fire service connection for failure to

pay any bill when due or for any violation of any of the requirements set forth herein. The Authority shall also have the right, without notice, to temporarily shut off all or any part of its facilities and discontinue the fire connection service when deemed necessary by the Authority for the purpose of making any repairs, alterations or additions, or to prevent possible contamination through cross-connected facilities of the applicant or to prevent negligent or willful waste of water.

**12.4 METER REQUIREMENTS - PRIVATE FIRE SERVICE CONNECTIONS:** Meters and detector checks may be required, at the Authority's discretion, on connections providing service for fire protection. The fire service shall be subject to the rates established for Fire Protection Service.

**12.5 GENERAL CONDITIONS - PRIVATE FIRE HYDRANTS:** The private fire hydrant(s) installed on a separate fire service connection, subject to all of the foregoing requirements, will be subject to charges as set forth under the Authority's Rate Schedule.

When permission is granted by the Authority to a private party for a private fire hydrant which is to be located in a public street or thoroughfare, said hydrant, with service connection, will be installed at the expense of the applicant.

When a hydrant is to be located in and upon the applicant's property, the entire installation, from the street main to and including the hydrant, shall be installed at the expense of the applicant. Such fire service connections, as authorized and approved by the Authority, shall be used solely for the extinguishment of fire and for no other purpose, except upon the written consent of the Authority. Any use of the Authority's water supply through a fire service connection for any purpose other than the extinguishment of fire shall be subject to the Authority's applicable water use charges.

**12.6 COST OF FIRE SERVICE CONNECTION:** All fire service connections which are specified to be at the expense of the applicant shall be installed by the Authority or, with the Authority's prior consent, the applicant's contractor, subject, however, to the Authority's supervision and inspection.

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

**13.1 RESPONSIBILITY FOR SERVICE:** All applicants receiving public fire service, private fire service, or any other service from the Authority acknowledge that the Authority does not assume any liability for damages or injury of persons or property, and that the Authority does not guarantee the adequacy or

sufficiency of any special fire protection service, pressure, capacity or facility provided in connection with fire service protection.

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

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

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

- a. Water and sewer charges shall be based principally upon actual metered water consumption with exceptions as hereafter noted. The volume of water actually used and metered shall form the basis for billing water charges. Sewer charges shall be based upon and include any and all metered water purchased from the Authority or the Authority's flat rate schedules in the absence of a water meter. All water and sewer charges shall be computed in accordance with the rate schedule for water and sewer charges as adopted by the Authority and in effect from time to time. All discharges into the Authority's sewer system from any private water source shall be subject to metering of such private water source and shall be billed in accordance with the Authority's rates then in effect.
- b. Whenever any person discharges or permits to be discharged any material into the Authority's sewer system by any means other than through a connection approved by the Authority in accordance with these Rules, the Authority reserves the right to estimate the quantity, quality and strength of the discharges and to collect appropriate sewer use charge based upon such estimate.

**14.3 BASIS FOR PREPARATION OF BILLS:** All bills for services furnished by the Authority will be based on the Rate Schedule (Appendix 1 hereof) of the Authority then in effect. All bills shall be rendered and are due and payable monthly or quarterly or such other period, at the option of the Authority.

Each Premises will be subject to a fixed minimum monthly or quarterly charge for each meter, based on the size of the meter and in accordance with the Authority's current Rate Schedule. The use of up to certain quantities of water per billing period is allocated for each size meter as the minimum charge, and such minimum charge shall be due and payable each billing period whether or not such allocated amount of water is used. Such minimum charge shall be nonabatable for a nonuser of water, and noncumulative against subsequent consumption. In the case of fractional bills covering less than the applicable full billing period, the minimum charges and allowances of water shall be prorated

accordingly. The Authority's charges for the use of water in excess of the quantities allocated for each size meter per billing period shall be in accordance with the section, Meter Quantity Charges, as set forth in the Authority's current Rate Schedule.

The Owner of every premise shall be, and shall remain, primarily liable for the payment of all bills as rendered, regardless of the Owner's arrangements with any tenant(s).

#### **14.4 BILLING AND COLLECTION OF SEWER AND WATER RENTS/USER CHARGES, AND PENALTIES AND INTEREST ACCRUING ON DELINQUENT ACCOUNTS, AND COSTS, FEES INCURRED RELATIVE THERETO:**

(a) All bills for water and/or sewer rents/user charges (the "bill" or "bills") are due and payable immediately as of the billing date stated on the bill, and within no more than thirty (30) days of the billing date in order to avoid the imposition of a late payment penalty. Acceptance or remittance of bills on the last day of said thirty (30) day period shall be determined as evidenced by the postmark of the United States Post Office.

(b) If bills are not paid within sixty (60) days of the billing date, a delinquent notice shall be served upon the owner(s) of the premises, in accordance with the "Municipal Claims and Tax Liens Act", 53 P.S. §7106.(a.3)(1) - (4), as amended, and service may be terminated [in accordance with the provisions of the "General Municipal Law", 53 P. S. §2261., as amended, relative to owner-occupied premises, and the "Utility Service Tenants Rights Act", 68 P. S. §399.1, *et seq.*, relative to tenant-occupied premises], as hereinafter provided. If water and/or sewer service is thus shut off/discontinued/terminated, service shall not be restored until all unpaid bills, penalties, interest, costs and fees, including, without limitation, the turn-off and turn-on charges specified herein, are paid in full or arrangements satisfactory to GMA are made for such payment in full.

(c) The Authority shall mail or deliver the bills and notices to the customer(s) at the address given in the application for service [or to such different address as shall have been specified in writing by the owner(s) of the premises], and the Authority shall not be responsible for said owner's(s') acceptance or receipt thereof. Every owner of any property which is connected to the Authority's sewer and/or water system(s) initially shall provide the Authority with and thereafter shall keep the Authority advised of said owner's(s') correct current mailing address. Failure of any person to receive quarterly bills for sewer and/or water rentals or charges shall not be considered

an excuse for nonpayment, nor shall such failure result in an extension of the period of time during which the bill shall be payable.

(d) Any check received by the Authority in payment of any bill due unto the Authority which is returned unpaid by the financial institution 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. Bills paid by checks which are subsequently returned by the financial institution due to insufficient funds or closed accounts shall bear an additional penalty, as specified in the Authority's Rate Schedule (Appendix 1 hereof).

(e) Sewer and water rentals and charges imposed by the Authority shall be billed and shall be payable quarterly and/or monthly.

(f) If sewer and/or water rentals or charges are not paid unto and received by the Authority within thirty (30) calendar days after the billing date, an additional penalty sum of Ten Percent (10%) shall be added to such bill, along with any interest that has accumulated, which bill, plus such additional penalty sum, shall constitute the adjusted gross bill. If sewer and/or water rentals or charges are not paid within thirty (30) calendar days after the billing date, the adjusted gross bill shall bear interest, payable to the Authority, at the rate of One and one-half percent (1½%) per month, or fraction thereof, until paid in full and received by the Authority. Payment made or mailed and postmarked on or before the last day of such thirty (30) calendar day period shall constitute payment within such period. If the end of such thirty (30) calendar day period shall fall on a legal holiday or on a Saturday or Sunday, payment made on or mailed and postmarked on the next succeeding business day which is not a legal holiday or Saturday or Sunday shall constitute payment within such period.

(g) If sewer and/or water rentals or charges are not paid unto and received by the Authority within thirty (30) calendar days after the billing date, a written reminder of nonpayment shall be provided to the owner(s) of the premises, by first class mail, within thirty-five (35) - forty (40) days of the billing date. If sewer and/or water rentals or charges are not paid unto and received by the Authority within sixty (60) calendar days after the billing date, a formal delinquent account notice shall be forwarded to the owner(s) of the premises, in accordance with the provisions of the "Municipal Claims and Tax Liens Act", 53 P.S. §7106.(a.3)(1) - (4), as amended.

(h) Whenever service to any property/premises shall begin after the first day or shall terminate before the last day of any quarterly billing period, sewer

and/or water rentals or charges for such period shall be prorated on a monthly basis for that portion of the quarterly billing period during which such property/premises was served by the Authority's sewer and/or water system.

(i) Partial payment for sewer and/or water rents or installment payment plans will be accepted only upon the Authority's approval thereof, at the Authority's sole discretion. Penalties and/or interest may be assessed by the Authority, at its discretion, in connection with any such Authority-approved partial payments or installment payment plans.

(j) Subject to the then-current Rate Schedule (Appendix 1), a fee may be charged for a duplicate copy of the current bill, for any request for calculation and preparation of an interim bill requested for a billing unit due to a change in tenant(s) or ownership, or for copies of a previous year's billings. In addition, the Authority shall be entitled to collect its postage expenses in connection with the mailing of the delinquent account notice required under Section 7106.(a.3)(1) - (4) of the "Municipal Claims and Tax Liens Act".

(k) All water and/or sewer rents not paid when due in accordance with applicable law, ordinances, policies and procedures shall be subject to collection and lien pursuant to the provisions of the "Municipal Claims and Tax Liens Act" [53 P.S. 7106.(a)], together with all charges, expenses and fees incurred in the collection of any delinquent account, including reasonable attorney fees under Section 7601.(a.1) of said Act.

(l) The following Policy and Procedure shall apply to the collection of delinquent sewer and/or water accounts that are not paid in full and received by the Authority within the time period set forth in the delinquent account notice specified in subparagraph g. hereinabove and municipal claims/liens filed in connection therewith:

(i) If the subject delinquent sewer/water account is not paid in full within the time limit specified in the delinquent account notice, the Authority Office shall promptly forward the delinquent account to the Authority Solicitor for the filing and service forthwith of a Municipal Claim/Lien; and

(ii) If the subject delinquent sewer/water account is not paid in full within thirty (30) days after the filing and service of the Municipal Claim/Lien, the Authority Solicitor shall forthwith file and serve the



Writ of Scire Facias and reduce the claim/lien to judgment in accordance with law; and

(iii) If the subject delinquent sewer/water account is not paid in full within sixty (60) days after the filing and service of the Municipal Claim/Lien, sewer and/or water service(s) to the property/premises may be terminated in accordance with the procedures therefor set forth hereinbelow.

(iv) If the subject delinquent sewer/water account is not paid in full within thirty (30) days of the entry of judgment on the claim/lien, the Authority Solicitor shall forthwith cause a Writ of Execution to be issued and thereafter proceed with the judicial sale of the subject property(ies)/premises

(v) Continuing direction and authority is hereby given and granted to the Authority Office and Authority Solicitor to follow and enforce the collection procedures outlined herein, until each delinquent sewer and/or water account, including sewer and/or water rents, costs, fees, penalty, interest and attorney fees, are paid in full as due on and as of the date of payment.

#### **14.5A TERMINATION OF WATER SERVICE/NON PAYMENT (OWNER – OCCUPIED PROPERTY/PREMISES):**

(a) The Authority reserves unto itself the right to terminate water and/or sewer service for nonpayment of any water and/or sewer bills, fees, charges or other sums due to the Authority. Termination of water and/or sewer service shall be governed by these Rules, applicable law [in accordance with the provisions of the “General Municipal Law”, 53 P. S. §2261., as amended, relative to owner-occupied premises], and rules of court of the Commonwealth of Pennsylvania.

(b) If any delinquent sewer/water account (including all penalties, interest, costs and fees incurred in connection therewith) for an owner-occupied property/premises is not paid in full within sixty (60) days after the filing and service of the Municipal Claim/Lien, sewer and/or water service(s) to the property/premises may be terminated in accordance with the procedures therefor set forth herein. In such case, a Termination Notice shall be mailed, via

first class mail, to the owner(s), specifying that nonpayment has continued for at least sixty (60) days after the filing and service of the Municipal Claim/Lien, and informing the owner(s) that, unless the delinquent sewer/water account (including all penalties, interest, costs and fees incurred in connection therewith), is paid in full and received by the Authority within no more than ten (10) days of the mailing date of the notice, water and/or sewer service will be discontinued/shut off/terminated. In addition, contemporaneously with the mailing of such Termination Notice, the same shall be posted at a main entrance to the property/premises. The Termination Notice shall also specify the date and time upon and at which water and/or sewer service will be terminated for nonpayment.

(c) If during such ten (10) day period, the person liable for the payment of the rentals and charges delivers to the Authority a written statement, under oath or affirmation, stating that he/she has a just defense to the claim, or part of it, for such rentals or charges, then the water supply shall not shut off until the claim has been judicially determined. The statement shall also contain a declaration under oath or affirmation that it was not executed for the purpose of delay [Note: this provision is required by the provisions of the "General Municipal Law", 53 P. S. §2261., as amended].

(d) If, after the mailing and posting of the Termination Notice, as aforesaid, the delinquent sewer/water account (including all penalties, interest, costs and fees incurred in connection therewith), is not paid in full and received by the Authority on or before the termination date and time specified in the Notice, and the owner(s) has/have not delivered unto the Authority the statement of just defense (in strict accordance with subparagraph C. hereinabove), the water and/or sewer service(s) may be terminated.

#### **14.5B TERMINATION OF WATER SERVICE/NON-PAYMENT (TENANT – OCCUPIED PROPERTY/PREMISES):**

(a) The Authority reserves unto itself the right to terminate water and/or sewer service for nonpayment of any water and/or sewer bills, fees, charges or other sums due to the Authority. Termination of water and/or sewer service shall be governed by these Rules, applicable law [in accordance with the provisions of the "Utility Service Tenants Rights Act", 68 P. S. §399.1, *et seq.*, relative to tenant-occupied premises], and rules of court of the Commonwealth of Pennsylvania.

(b) If any delinquent sewer/water account (including all penalties, interest, costs and fees incurred in connection therewith) for a tenant-occupied property/premises is not paid in full within sixty (60) days after the filing and service of the Municipal Claim/Lien, sewer and/or water service(s) to the

property/premises may be terminated in accordance with the procedures therefor set forth hereinbelow [Note: these procedures are prescribed and required by the "Utility Service Tenants Rights Act", 68 P. S. §399.1, *et seq.*, hereinafter referred to as the "Act"]:

The following words and phrases when used in this subparagraph shall have, unless the context clearly indicates otherwise, the meanings given to them in this subparagraph:

## **Section 2. Definitions.**

**"Landlord ratepayer."** One or more individuals or an organization listed on the Authority's records as the party responsible for payment of the water service provided to one or more residential units of a residential building or mobile home park of which building or mobile home park such party is not the sole occupant.

**"Mobile home."** A transportable, single-family dwelling unit in-tended for permanent occupancy and constructed as a single unit, or as two or more units designed to be joined into one integral unit capable of again being separated for repeated towing, which arrives at a site complete and ready for occupancy except for minor and incidental unpacking and assembly operations and constructed so that it may be used without a permanent foundation.

**"Mobile home park."** Any site, lot, field or tract of land, privately or publicly owned or operated, upon which three or more mobile homes, occupied for dwelling or sleeping purposes, are or are intended to be located.

**"Municipal corporation."** All cities, boroughs, towns, townships, or counties of this Commonwealth, and also any public corporation, authority, or body whatsoever created or organized under any law of this Commonwealth.

**"Public utility."** A municipal corporation now or hereafter owning or operating within its corporate boundaries equipment or facilities for:

- (1) Producing, generating, transmitting, distributing or furnishing natural or artificial gas, electricity, or steam for the production of light, heat, or power to or for the public for compensation.
- (2) Diverting, developing, pumping, impounding, distributing, or furnishing water to or for the public for compensation.

**"Residential building."** A building containing one or more dwelling units occupied by one or more tenants, but excluding nursing homes, hotels and motels.

**"Tenant."** Any person or group of persons whose dwelling unit in a residential building or mobile home park is provided gas, electricity, steam or water, pursuant to a rental arrangement for such dwelling unit, mobile home or plot of ground within a mobile home park, but who is not the ratepayer of the company which supplied such gas, electricity, steam or water.

### **Section 3. Notices before service to landlord ratepayer discontinued.**

(a) Except when required to prevent or alleviate an emergency or except in the case of danger to life or property, before any discontinuance of service within the Authority's service area, to a landlord ratepayer for nonpayment the Authority shall:

(1) Notify the landlord ratepayer of the proposed discontinuance in writing as prescribed in section 5. hereinbelow at least 37 days before the date of discontinuance of service.

(2) Notify the following agencies which serve the community in which the affected premises are located in writing at the time of delivery of notice to the tenants of the proposed discontinuance of service: the Department of Health office responsible for Adams County, Pennsylvania.

(3) Notify each residential unit reasonably likely to be occupied by an affected tenant of the proposed discontinuance in writing as prescribed in section 6. hereinbelow at least seven days after notice to the landlord ratepayer pursuant to this section, and at least 30 days before any such discontinuance of service. However, if within seven days of receipt of the notice issued pursuant to this section, the landlord ratepayer files a petition with the court disputing the right of the Authority to discontinue service, such notice shall not be rendered until such petition has been adjudicated by the court.

(b) Before any discontinuance of service by the Authority to a landlord ratepayer due to a request for voluntary relinquishment of service by the landlord ratepayer:

(1) the landlord ratepayer shall state in a form bearing his notarized signature that all of the affected dwelling units are either unoccupied or the tenants affected by the proposed discontinuance have consented in writing to the proposed discontinuance, which form shall conspicuously bear a notice that false statements are punishable criminally;

(2) all of the tenants affected by the proposed discontinuance shall inform the Authority orally or in writing of their consent to the discontinuance; or

(3) the landlord ratepayer shall provide the Authority with the names and addresses of the affected tenants pursuant to section 4 hereinbelow and the

Authority shall notify the community service agencies and each residential unit pursuant to sections 3 and 6 herein. Under the voluntary relinquishment discontinuance procedures of this sub-paragraph the tenants shall have all of the rights provided in sections 7 through 11.

#### **Section 4. Identifying tenants.**

(a) Upon receiving a lawful request for the names and addresses of the affected tenants pursuant to the Act, it shall be the duty of the landlord ratepayer to provide the Authority with the names and addresses of every affected tenant of any building or mobile home park for which the Authority is proposing to discontinue service unless within seven (7) days of receipt of the notice, the landlord ratepayer pays the amount due the Authority or makes arrangements satisfactory to the Authority to pay the balance.

(b) Such information shall be provided by the landlord ratepayer:

(1) within seven days of receipt of the notice to the landlord ratepayer required by section 3; or

(2) within three days of any adjudication by a court having jurisdiction that the landlord ratepayer must provide the requested information if the landlord files a petition with the court within seven days of receipt of the notice to the landlord disputing the right of the Authority to discontinue service.

(c) It shall be the duty of the Authority to pursue any appropriate legal remedy it has, necessary to obtain from the landlord ratepayer, the names and addresses of all affected tenants of a building or mobile home park for which the Authority is proposing discontinuance of service to such landlord ratepayer.

#### **Section 5. Delivery and contents of discontinuance notice to landlord ratepayer.**

(a) The notice required to be given to a landlord ratepayer pursuant to section 3 hereinabove shall contain the following information:

(1) the amount owed the utility by the landlord ratepayer for each affected account;

(2) the date on or after which service will be discontinued;

(3) the date on or after which the company will notify tenants of the proposed discontinuance of service and, of their rights under sections 7, 9 and 10 hereinbelow;

(4) the obligation of the landlord ratepayer under section 4 hereinabove to

provide the Authority with the names and addresses of every affected tenant or to pay the amount due the utility or make an arrangement with the Authority to pay the balance including a statement :

(i) that such list must be provided or payment or arrangement must be made within seven days of receipt of the notice; and

(ii) of the penalties and liability which the landlord ratepayer may incur under section 18 of the Act by failure to comply; and

(5) the right of the landlord ratepayer to stay the notification of tenants by filing a petition with the court disputing the right of the Authority to discontinue service.

(b) Any one of the following procedures shall constitute effective notice to the landlord under section 3 hereinabove:

(1) Notice by certified mail if the Authority receives a return receipt signed by the landlord ratepayer or his agent.

(2) Notice by personal service of the landlord ratepayer or his agent.

(3) After unsuccessful attempts at personal service on two (2) separate days, notice by first class mail and conspicuously posting at the landlord ratepayer's principal place of business or the business address which the landlord provided the Authority as his address for receiving communications.

#### **Section 6. Delivery and contents of first discontinuance notice to tenants.**

(a) The notice required to be given to a tenant pursuant to section 3 hereinabove shall be mailed or otherwise delivered to the address of each affected tenant, and shall contain the following information:

(1) the date on which the notice is rendered;

(2) the date on or after which service will be discontinued;

(3) the circumstances under which service to the affected tenant may be continued, specifically referring to the conditions set out in section 7 hereinbelow;

(4) the bill for the 30-day period preceding the notice to the tenants;

(5) the statutory rights of a tenant to deduct the amount of any direct payment to the Authority from any rent payments then or thereafter due; to be protected against any retaliation by the landlord for exercising such statutory right; to recover money damages from the landlord for any such retaliation;

(6) that tenants may make payment to the Authority on account of nonpayment by the landlord ratepayer only by check or money order drawn by the tenant to the order of the Authority; and

(7) a telephone number at the Authority which a tenant may call for an explanation of his rights.

The information in subparagraphs (1) through (7) shall be posted by the Authority in those common areas of the building or mobile home park where it is reasonably likely to be seen by the affected tenants. Any officer or employee of the Authority may at any reasonable time, enter the common hallways and common areas of such building for the purpose of complying with the provisions of this section.

#### **Section 7. Rights of tenants to continued service.**

(a) At any time before or after service within the Authority's service area is discontinued by Authority on account of nonpayment by the landlord ratepayer, the affected tenants may apply to the Authority to have service continued or resumed. The Authority shall not discontinue such service or shall promptly resume service previously discontinued if it receives from the tenants an amount equal to the bill of the landlord ratepayer for the 30-day period preceding the notice to the tenants. Thereafter, the Authority shall notify each tenant of the total amount of the bill for the second and each succeeding period of 30 days or less and if the tenants fail to make payment of any such bill within 30 days of the delivery of the notice to the tenants, the Authority may commence discontinuance procedures: Provided, That no such discontinuance may occur until 30 days after each tenant has received written notice of the proposed discontinuance as prescribed in section 8 hereinbelow. All payments by tenants to the Authority on account of nonpayment by the landlord ratepayer shall be made by a check or money order drawn by the tenant to the order of the Authority. Upon receiving any such payment, the Authority shall notify the landlord ratepayer who is liable for the Authority's service of the amount or amounts paid by any tenant and the amount or amounts credited to the landlord's bill for each tenant pursuant to the provisions of this section. In the event that the tenants fail to satisfy the requirements of this section to maintain or restore service and service to the affected dwelling units is discontinued, the Authority shall refund to each tenant the amount paid by such tenant toward the bill which the tenants failed to pay, upon the request of the tenant or after holding the tenant's payment during 60 consecutive days of discontinued service, whichever occurs first.

(b) Any tenant of a residential building or mobile home park who has been notified of a proposed discontinuance of the Authority's water service pursuant to section 3 hereinabove shall have the right to agree to subscribe for future service individually if this can be accomplished without a major revision of distribution facilities or additional right-of-way acquisitions.

## **Section 8. Delivery and contents of subsequent discontinuance notices to tenants.**

Subsequent notices required to be given to a tenant pursuant to section 7 hereinabove shall be mailed or otherwise delivered to the address of each affected tenant and shall contain the following information:

- (1) the date on or after which service will be discontinued;
- (2) the amount due, which shall include the arrearage on any earlier bill due from tenants;
- (3) a telephone number at the utility which a tenant may call for an explanation of his rights; and
- (4) the right of a tenant to file a petition with the court to enforce any legal right that he may have.

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

- a. Pursuant to the Act of April 14, 1949, P.L. 482, 53 P.S. §§2261., *et seq.*, as now or hereafter amended, whenever an owner or occupant of Premises served by another municipal sewer authority provider shall be thirty (30) or more days delinquent in paying for sewage service, the Authority shall, upon receipt of written evidence that the Board of such authority has passed a Resolution requesting termination upon notice to the Authority, initiate water service termination procedures by the mailing and posting (at a main entrance to the Premises) of a Notice advising of the sewer bill delinquency and the fact that water service will be terminated if payment is not made within a time specified.
- b. If water service is terminated pursuant to this Section, it shall not be reconnected until all sewage bill delinquencies, interest and penalties are paid in full.

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

**15.1 PURPOSE AND INTENT:** It is the purpose and intent of this Section of the Rules to protect the Community Water System of the Authority from the



possibility of contamination or pollution by isolating within its Customers private water distribution system or systems, such contaminants or pollutants which could backflow into the water distribution system of the Authority. It is the intent of this regulation to provide for the maintenance of a continuing program of cross connection prohibition and interconnection control, which will systematically and effectively prevent contamination, or pollution of the water distribution system of the Authority.

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

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

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

#### **15.4 DISCONTINUANCE OF SERVICE:**

- a. Without Notice. Delivery of water shall be discontinued immediately and without notice to the Customer if Gettysburg Municipal Authority, the Pennsylvania Department of Environmental Protection or the U.S. Environmental Protection Agency determines that the Authority water distribution system is being or is in immediate danger of being contaminated or polluted.
- b. With Notice. If the Authority seeks to discontinue service for violation of this Section of the Rules, the Authority will provide the Customer with a notice which shall state the conditions or defects which must be corrected and the date on or after which delivery of water will be discontinued which shall be not less than fifteen (15) days following the date of the notice. The Authority may grant to the Customer an extension of time to comply if in the Authority's opinion the Customer has exercised due diligence but has been unable to comply with the notice within the time period originally given.

#### **15.5 INSPECTION OF BACKFLOW DEVICES:**

- a. **Inspection Responsibility by Customer** - It shall be the responsibility of the Customer at any Premises where a Backflow Prevention Device or devices are installed or already in place to have a thorough inspection and operational test performed at least once a year, or more often if previous inspections indicate a need. Inspection and operational tests shall be performed immediately following installation of or maintenance and repair to a Backflow Prevention Device. Each device shall be repaired, overhauled or replaced at the expense of the Customer whenever it is found to be necessary.
- b. **By Authority** - Any Customer's water system shall be open for inspection at all reasonable times to authorize representatives of the Authority or its agents, to determine the adequacy of Backflow

Prevention Device records, whether cross-connections or violations of these Rules exists, the degree of hazard to the Authority water distribution system or for the inspection and operational testing of Backflow Prevention Devices. Each Customer, as a condition of the continued delivery to said Customer's Premises of community water supply, shall be considered as having consented to entry upon said Customer's Premises by Authority personnel for the purposes stated herein.

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

- a. In the case of the Customer having an auxiliary water supply, which is not approved by a duly authorized regulatory agency or acceptable to the Authority, the community water supply shall be protected by installing an approved Backflow Prevention Device in the Customer's service line or lines.
- b. In each case when a Customer has any industrial fluids or any other objectionable substance being handled in such a manner as to create an actual or potential hazard to the Community Water System including handling of Authority water which has been processed or otherwise subjected to deterioration in quality; or
- c. In each case when a Premises has an internal cross-connection which cannot be permanently corrected or controlled, or intricate plumbing and piping arrangements, or entry to all portions of the Premises not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not cross-connections or the hazard they impose exist.

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

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

- b. When an Air Gap is used at the service connection to prevent the contamination or pollution of the public potable water system, it is required that an emergency by-pass be installed around the Air Gap system and an approved reduced pressure principal device shall be installed in the by-pass system.
- c. In a case of pollution hazards as defined hereinbefore, a double check valve assembly (DCVA) shall be installed in the Customer's service line or lines at the Customer's expense.

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

**15.8 NO ALTERATION OF DEVICE:** No Customer shall alter, bypass or render ineffective or inoperable any Backflow Prevention Device approved and covered by these Rules without the written consent of the Authority.

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

## **SECTION 16 - GENERAL RESTRICTIONS OF HARMFUL DISCHARGES**

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

## **SECTION 17 - GENERAL**

### **17.1 NO ABATEMENT OF WATER OR SEWER RENTALS OR CHARGES:**

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

**17.2 INSPECTION/RIGHT OF ENTRY:** Authorized employees and/or representatives of the Authority, identified by proper badges, shall have access to the Customer's Premises at all reasonable hours, for the purpose of turning the water on or off; inspection, repair and/or replacement of service lines and service line extensions; inspections, setting, reading, repairing, replacing and removal of the water meter; and for all other purposes deemed necessary by the Authority to protect the public health and safety and to facilitate the proper imposition and collection of the Authority's rates, fees and charges. The failure or refusal of any person/entity to permit such right of entry shall result in the termination of service to the Premises in question, as well as the imposition of applicable re-commencement of service charges in the event of such a termination of service.

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

**17.3 WATER SERVICE TURN-ON/TURN-OFF CHARGES AND METER READING CHARGES:** Water service may be permanently or temporarily turned off and discontinued upon a Customer's request, subject, however, to the Authority's charge therefor as set forth in the Authority's Schedule of Rates and Charges; provided, however, that the minimum monthly or quarterly user charges shall continue to be due and payable unless the water meter is removed from the Premises. The re-installation of the water meter and the re-commencement of water service shall also be subject to the Authority's charge therefor as set forth in the Authority's Schedule of Rates and Charges. When water service has been turned off because of an unpaid bill or violation of the terms of the application or rules of the Authority, a turn-on charge, as currently in effect, must be paid before water service is restored. The provision of a final water and/or sewer meter reading statement (in connection, for example, with a pending change of ownership of the Premises) that does not coincide with the Authority's regular meter reading schedule shall be subject to the Authority's charge therefor as set forth in the Authority's Schedule of Rates and Charges.

**17.4 INTERFERENCE WITH AUTHORITY'S PROPERTY:** No workman, owner, tenant or other unauthorized person shall turn the water on or off at any corporation cock or curb stop or break the seals, disconnect or remove the meter, or otherwise interfere with the Authority's property, unless approved in advance by the Authority's duly authorized representative.

For unauthorized operation of any street valve, curb stop, service cock or other service connection, the person owning the Premises served by the line connected to said street valve, curb stop, service cock or other service connection shall be required to pay the fee(s) in effect and any costs required in connection with any damage to such facilities.

**17.5 ONLY RULES BINDING:** No agent or employee of the Authority shall have the authority to bind the Authority relative any promise, agreement, representation, action or procedure not provided for/authorized in these Rules without the prior approval of the Authority's Board of Directors.

**17.6 SERVICE OF NOTICES:** All notices and bills relating to the Authority or its business shall be deemed to have been properly served by the Authority if posted upon the front door of the Premises of the Customer, or if mailed to the Customer by USPS 1<sup>st</sup> Class Mail at the address as shown on the records of the Authority. Failure on the part of the Customer to receive a notice or a bill following service, as aforesaid, by the Authority shall not excuse the Customer from the obligation to pay all amounts due in a timely fashion.

The Authority will send all such notices and bills to the address given on the application for water service unless and until a notice or change, in writing or by e-mail, has been provided to the Authority by the applicant.

All notices of a general character, affecting or likely to affect the Authority's Customers in general shall be deemed to have been properly given or served if advertised in a local newspaper of general circulation.

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

**17.8 SERVICE NOT GUARANTEED:** Nothing in these Rules, nor in any contract, or in any representation, verbal or written, of the Authority or any of its employees, shall be taken or construed in any manner to be or to constitute a guarantee to furnish a given quantity of water through any service connection, whether for domestic, commercial, industrial, manufacturing or other general uses, or for public or private fire protection purposes, or for any other special

purposes; provided, however, that the Authority will at all times and under all conditions endeavor to maintain the quality and efficiency of its service.

The Authority shall have the right to temporarily terminate the water supply in the case of breaks, emergencies, or for any other reasonable cause, in order to make necessary repairs, connections or other necessary work. In such cases, the Authority shall not be liable for any damage or inconvenience or any claim for interruption of service, lessening of supply, inadequate pressure, poor quality of water or any other condition arising from such temporary termination of service.

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

**17.10 GROUND WIRE ATTACHMENTS:** Ground wire attachments to any service line connection/extension or main belonging to the Authority, or to any interior or exterior plumbing connected to the Authority's water system, are strictly prohibited, and the Authority will hold the Customer liable for any personal or damage resulting from any such ground wire attachments.

**17.11 WATER HAMMER:** No use of water or water connection will be permitted which may or does cause water hammer, *i.e.*, a sudden change or surge of water line pressure resulting from turning off or turning on water flow in a water line.

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

- a. The rate of filling shall not be excessive and/or cause any disturbance or serious pressure drop in the existing Authority system, and shall be subject to prior approval of the Authority.
- b. No swimming pool shall be filled except through a metered connection.
- c. There shall be an approved backflow preventer on all swimming pool fill lines or a visible air gap.

**17.13 MISCELLANEOUS WORK AND SERVICE FURNISHED BY THE AUTHORITY:** The cost of repair and/or restoration of Authority facilities damaged due to the acts or omissions of third parties other than Authority employees or duly authorized designees, as well as the cost of lost or wasted

water, shall be paid for by person(s)/entity(ies) responsible therefor. All bills for such work and services furnished by the Authority, and for lost or wasted water, shall be rendered by the Authority and be due and payable within fifteen (15) days after the date of presentation.

**17.14 TAPPING FEES:** Pursuant to the provisions of the Municipality Authorities Act, as amended, the Authority has established a tapping fees resolution and schedule for all connections to main water lines and sewer lines.

The tapping fee varies for each individual size connection and the applicant's anticipated water usage or capacity needs, and may differ depending on whether the connection is on a line installed by the Authority and/or others, whether the main line is subject to an agreement with others involving reimbursement conditions as related to connections to the line or lines, whether the main line was installed under an assessment program, and whether there are any other special conditions.

**17.15 ATTORNEY FEES:** Pursuant to and in accordance with the provisions of Pennsylvania's "Municipal Claims and Tax Liens Act", 53 P. S. §7106.(a), (a.1), (a.2) and (a.3), as amended, attorney fees shall be collected in connection with the collection of delinquent accounts, including municipal claims and municipal liens, in accordance with the following schedule, which the Board hereby finds to be reasonable, in light of the factors set forth in Section 7106.(a.1)(1) - (4) [53 P. S. §7106.(a.1)(1) - (4)] of the said Act:

Hourly compensation at the rate of One Hundred Fifty Dollars (\$150.00) per hour, or as revised, from time to time, and set forth in the Authority's Schedule of Rates (Appendix 1).

**17.16 CONDITIONAL WAIVERS OF SERVICE:** The Authority asserts its primary right to provide water and sewer service in its service area comprised of Gettysburg Borough, and portions of Cumberland and Straban Townships, Adams County, Pennsylvania. Notwithstanding the Authority's primary right to provide such service, the Authority may, upon written consent of the Authority's Board of Directors, waive its right to provide service in order to permit an applicant to receive service from another water and/or sewer service provider; provided, however, that any such waiver shall provide that, in the event that adequate Authority service capabilities become available and adequate facilities are installed by or for the benefit of the Authority in the future, upon written notice, the applicant will connect to the Authority's public water and/or sewer system within ninety (90) days of such notice. Any applicant seeking such a waiver shall agree in writing to these terms and provisions as a condition of such a waiver being granted by the Authority.



**17.17 COPIES OF RULES:** Copies of these Rules are available for review and purchase in accordance with GMA's then-current Rate Schedule (Appendix 1), by appointment, at GMA's business office, located at 601 East Middle Street, Gettysburg, PA 17325. These Rules may also be accessed on the GMA website at <http://www.gettysburgma.com>.

**17.18 REQUIREMENT REGARDING BOTH SEWER AND WATER SERVICE:** A property owner shall be required to accept, utilize, connect to and pay for both GMA public water service and GMA public sewer service in all situations wherein the property owner desires to connect to one (1) service or the other, provided that: (a) GMA determines that both adequate sewer and water capacity is available at the time; and (b) the lengths of the required BUILDING SEWER (in the case of public sewer service) and the required SERVICE LINE CONNECTION and/or SERVICE LINE EXTENSION (in the case of public water service) are approximately equal, as determined at GMA's discretion.

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

These Rules compile the existing and presently effective and previously adopted policies of the Authority, as to date amended and as subsequently amended by duly adopted Resolution.