WEST VIEW WATER AUTHORITY,
COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA

RULES AND REGULATIONS GOVERNING WATER SERVICE

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WEST VIEW WATER AUTHORITY,
COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA

RULES AND REGULATIONS GOVERNING WATER SERVICE

SECTION I DEFINITIONS

1. AUTHORITY: The word “Authority”, whenever the same appears herein, means West View Water Authority, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania.

2. CUSTOMER: The word “Customer”, as used herein, means the owner or tenant contracting for or using water service on single premises; and the word “Customers” means all so contracting for and using service.

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

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

5. MAIN EXTENSIONS: Extensions of distribution pipelines beyond existing facilities and exclusive of service connections.

6. NON ESSENTIAL USE OF WATER: Non essential uses of water include:

    a. The use of hoses, sprinklers, or other means for sprinkling or watering of shrubbery, trees, lawns, grass, plants, vines, gardens, vegetables, flowers, or any other vegetation.

    b. The use of water for washing automobiles, trucks, trailers, trailer houses, or any other type of mobile equipment.

    c. The washing of streets, driveways, parking lots, service station aprons, or office buildings, exteriors of homes, sidewalks, apartments, or other outdoor surfaces.

    d. The operation of any ornamental fountain or other structures making a similar use of water.

    e. The use of water for filling swimming or wading pools.

    f. The operation of any water cooled comfort air conditioning which does not have water-conserving equipment.

    g. The use of water from fire hydrants for construction purposes or fire drills.

    h. The use of water to flush a sewer line or sewer manhole.

    i. The use of water for commercial forms and nurseries other than a bare minimum.

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

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

    a. A building under one roof owned or leased by one customer and occupied as one residence or one place of business; or

b. A group or combination of buildings owned by one customer, in one common enclosure, occupied by one family or one organization, corporation or firm, as a residence or place of business, or for manufacturing or industrial purposes, or as a hospital, church, public or private school or similar institution, except as otherwise noted herein; or

c. The one side of a double house having a solid vertical partition wall; or

d. Each side or each part of a house or building occupied by one 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 areaway, or patio or by some similar means or structure; or

f. A public building devoted entirely to public use, such as a town hall, schoolhouse, fire engine house; or

g. A single vacant lot or park or playground; or

h. Each house in a row of houses; or

i. Each dwelling unit in a row of houses, a dwelling unit being defined as a building or portion thereof with exclusive culinary facilities designed for occupancy and used by one person or one family (household); or

j. 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 of the United States of the Commonwealth of Pennsylvania; by a philanthropic foundation or organization or some such similar body or organization; or operated under private ownership; or each trailer, whether free standing or located in a trailer park area.

Each premise shall be served through a separate connection, a separate service line and through a separate meter, except where physical conditions prevent the installation of separate service facilities and meters as determined by the Authority.

(1) In the case of apartment buildings, office buildings or other multiple occupancy structures, should the owner desire that the Authority conduct business directly with the individual tenants or each premises, he must first provide means of controlling the supply and housing of the meter or meters for each premises and/or provide means of billing and collecting the water charge therefore.

9. RATE SCHEDULE (TARIFF): The entire body of effective rates, rentals, charges and regulations, as published by the Authority, are made a part of these Rules and Regulations.

10. RATE SCHEDULE SHEET: An individual sheet of rate schedules and regulations.

11. SERVICE-COMMERCIAL: Provision of water to premises where the customer is engaged in trade and/or commerce.

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

13. SERVICE-FLAT RATE: Provision of water to premises in unmeasured quantities at a fixed periodic charge for an un-metered service.

14. SERVICE-INDUSTRIAL: Provision of water to premises for use in manufacturing or processing activities.

15. SERVICE-METERED: Provisions of water to premises in measured quantities.

16. SERVICE-PRIVATE FIRE PROTECTION: Provision of water to premises exclusively for fire protection.

17. SERVICE-PUBLIC FIRE PROTECTION: The furnishing of service through public fire hydrants.

18. SERVICE-PUBLIC OR MUNICIPAL: Provision of water to a municipal subdivision of the Commonwealth of Pennsylvania or agency thereof or to other similar public bodies.

19. SERVICE-SEASONAL COMMERCIAL: In cases where the meter size is in excess of 5/8-inch and the business conducted on the premises is of such a seasonal nature that the customer has no commercial use of water of the Authority for at least two of the four quarters of the Authority's billing period, regular rates for the size meter required may, at the customer's option, be applied during a billing period involving no commercial use. This provision is not applicable for community outdoor swimming pools.

20. SERVICE-TEMPORARY: 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.

21. SERVICE LINE CONNECTION: (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 service box and such other facilities.

22. SERVICE LINE EXTENSION: (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 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, a pressure reducing valve, if required, an Authority approved backflow prevention device and such other facilities.

23. TENANT: The word "Tenant", whenever the name appears herein, is anyone other than the owner occupying the premises and obtaining water from the main of the Authority.

SECTION II – CONDITIONS OF SERVICE

24. GENERAL: The Authority will furnish water and service only in accordance with the currently prevailing, and as hereafter revised, Rates, Rules, and Regulations of the Authority. Which Rates, Rules and Regulations are made a part of every application, contract, agreement or license entered into between the property owner or customer and the Authority. These Rules and Regulations Governing Water Service are applicable alike to all districts of the Authority, except as otherwise set forth.

    The Authority hereby reserves the right, so often as it may deem necessary, to alter, amend, and/or repeal the Rates and/or these Rules and Regulations, or any part: and in whole or in part to substitute new Rates, Rules and Regulations, which altered, amended and/or new Rates, Rules and Regulations shall forthwith, without notice, become and thereafter be a part of every such application, contract, agreement or license for water service in effect at the time of such alteration, amendment and/or adoption.

SECTION III – APPLICATION FOR SERVICE AND CONTRACTS

25. APPLICATION FOR WATER SERVICE CONNECTION: A written application, prepared on the form furnished by the Authority, must be submitted to the Authority for the purpose of requesting the installation of a water service line connection to each premises or group of premises where an individual service line connection is permitted in accordance with these Rules and Regulations; said application to be signed by the owner of the premises or his duly authorized agent; said application to be subject to such water service connection fees and charges currently in effect for each of the respective service areas, which application, together with the Rules and Regulations of the Authority shall regulate and control the service of water to such premises; and said application to be submitted at least one month before the service line connection is required.

26. APPLICATION FOR WATER SERVICE: A written application, prepared on the form furnished by the Authority, must be submitted to the Authority for the purpose of requesting water service; said application to be signed by the owner of the premises or his duly authorized agent, except that such application may be signed by a tenant, subject to the Authority exercising the right to require that the property owner act as guarantor for all bills as rendered if the tenant neglects to make such payments within the time specified; said application is subject to the requirements relative to deposits and fees as hereinafter set forth; which application, together with the Rules and Regulations of the Authority, shall regulate and control the service of water to the premises; and said application to be submitted at least one week before service of water is required.

27. INFORMATION ON APPLICATIONS: Each applicant for a water service connection and/or water service will be required to sign a form or forms, provided by the Authority, giving such data as may be required by the Authority.

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

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

30. CONTRACTS WITH DELINQUENTS: No agreement will be entered into by the Authority with any applicant for water service, whether owner or tenant, until all arrears for water, rents, bills for meter repairs or other charges, due from application at any premises now or theretofore owned or occupied by him, shall have been paid or until satisfactory arrangements for payment of such unpaid bills shall have been made. Such payments shall include the minimum meter charge for each month that service was suspended, but said additional charge shall not exceed the minimum meter charge.

31. TERM OF CONTROL

    a. All contracts covering metered water supply service shall continue in force from month to month, subject to the billing period, unless ten days written notice is given by either party of a desire to terminate the contract. Excepting the case of delinquent accounts (Paragraph 30) and those cases discussed in Section (b) of this paragraph 31, 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, subject to the billing period, no further charge for water service will be made from the date of such turn-off until service is again turned on.

    b. Where a customer suspends service temporarily, water shall not again be furnished to such premises until all outstanding charges are paid. Community swimming pools requesting service shall be billed on a basis of the actual period for which service is required. Cancellation of service is governed by item 69 a.

32. SPECIAL CONTRACT: The Authority may require, prior to approval of service, special contract other than application for service under the following conditions:

a. If required by provisions in the Schedule of Rates, the duration of the contract is to be as specified in the schedule.

b. If the construction of an extension and/or other facilities is necessary.

c. For providing temporary service, including water service for building or other special purposes. Water for building purposes shall be used only from a temporary connection approved by the Authority, and shall not be permitted to flow into the house fixtures.

d. For standby or fire protection service.

e. For connections with other qualified utilities or municipal subdivision.

f. For extensions from the water supply system, whether or not such facilities are to be conveyed to the Authority.

g. Where service is provided from a main which does not abut on the property to be serviced.

h. If deemed necessary by the Authority.

33. GOVERNMENTAL REGULATIONS A PART OF CONTRACT: All contracts for water service shall be subject to the following provision:

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

34. UNDIVIDUAL LIABILITY FOR JOINT SERVICE: Two or more parties who join to make application for service shall be jointly and severally liable and shall be sent single periodic bills.

35. NEW APPLICATION UPON CHANGE IN OWNERSHIP OR TENANCY OR CONDITIONS OF WATER USE: A new application must be submitted and approved by the Authority upon any change in ownership of the property when the owner is the customer, or in any tenancy where the tenant is the customer, or upon any change in the service as described in the application; and the Authority shall have the right, upon five days notice, to discontinue the water supply until such new application has been made and approved.

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

36. RENEWAL OF SERVICE: Water service will be renewed under a proper application when the conditions under which such service was discontinued are corrected and upon the payment of all charges provided in the Schedule of Rates or Rules of the Authority due from the applicant.

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

SECTION IV – DEPOSITS

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

    a. Cash deposits are required from customers taking service for a period of less than thirty days, in an amount equal to the estimated gross bill for such temporary period. Cash deposits may be required with all applications for service and will be required involving contracts with tenants, provided that in no instance will deposits be required in excess of the estimated gross bill for any single billing period, plus one (1) month, the maximum not to exceed four (4) months with the current minimum deposit currently in effect.

    b. Deposits shall be required from all applicants who are indebted to the Authority or who have impaired their credit with the Authority in any manner. In the case of a customer filing a voluntary petition in bankruptcy court, under the Bankruptcy Reform Act of 1978, Chapters 1, etc. seq., as amended or being under an involuntary petition in bankruptcy, pursuant to the Bankruptcy Reform Act of 1978, Chapter 1 et. seq., as amended, the Authority shall require a security deposit to insure future service and said security deposit shall not be used as a set off otherwise as a means to collect prior bills due ninety (90) days prior to the date of the filing of the bankruptcy or determination of bankruptcy pursuant to the Bankruptcy Reform Act of 1978. Continuing service shall be conditioned upon said deposit as an administrative expense under the Bankruptcy Reform Act of 1978, Chapter 1 et. seq., as amended, and the customer or his trustee or representatives shall execute an agreement indicating same which shall be entitled a Post-Bankruptcy Security Agreement. The Authority shall undertake the aforesaid action after twenty (20) days from the order for relief as defined in the Bankruptcy Reform Act of 1978, Chapters 1 et. seq., as amended, unless the trustee or debtor furnishes adequate assurance of payment or a security deposit after said twenty (20) day period.

       In all cases of late or non-payment the Authority shall require the execution of a Security Deposit Agreement to insure future payment. Said Bankruptcy Deposit likewise will bear no interest.

       During the course of the duration of said security deposit, whether it be as a result of voluntary or involuntary bankruptcy as is defined under the Bankruptcy Reform Act of 1978, or constituting an impairment of credit as is defined by these Rules and Regulations, the Authority shall in its judgment determine the extent of time for which the security deposit should remain in affect. If the balance of the security deposit falls below the required amount necessary, said customer shall pay to the Authority an amount sufficient to insure a full balance of account no greater than one (1) full years estimated billings, to-wit, four (4) quarters. The amount of the security deposit and the duration of the agreements shall be entirely within the discretion of the Authority, but not more than one (1) year or four (4) quarters. Deposits paid to the Authority for continued water service in the case of Bankruptcy filing, voluntary or involuntary, or who may be indebted to the Authority, will bear no interest.

       Notice – FAILURE TO EXECUTE EITHER THE POST-BANKRUPTCY SECURITY AGREEMENT OR THE SECURITY AGREEMENT SHALL BE CAUSE BY THE AUTHORITY TO TERMINATE SERVICE UPON PROPER NOTICE AS IS PROVIDED IN THESE RULES AND REGULATIONS OR OTHERWISE IF THE INTENT OF THESE RULES AND REGULATIONS REGARDING NOTICE HAS BEEN SATISFIED.

    c. Any customer having a deposit will pay bills for water service as rendered in accordance with the Rules of the Authority, and the deposit shall not be considered as payment on account of a bill during the time the customer is receiving water service.

    d. Where the customer may desire to discontinue service, the Authority will apply said deposit to the final bill once a notice of discontinuance of service is received. Notice to discontinue service to be rendered in accordance with the conditions set forth herein and subject to Paragraph (b) of Article 31 of these Rules.

SECTION V – SERVICE CONNECTIONS

39. SERVICE LINE CONNECTION DEFINED: The term “Service Line Connection”, (Authority Service Line) as used herein and as previously defined, shall include all pipe, valves and other facilities by means of which the Authority conducts water from its distribution system or main water line and the curb or property line; said Service Line Connection generally to include the corporation stop and service line extending there from to a point of connection to the curb stop, curb box and such other facilities. Standard policy dictates that the service line and connection must be installed from the main line located in front of the premises. However, the Authority reserves the right to approve service lines and connections other than in front of premises, when such change is in the best interest of the Authority. All service lines and connections must be made to main lines which abut the property for which service is requested, unless the customer enters into a special agreement as covered under Article 32 g.

40. ADDITIONAL METER INSTALLATION FEE: Whenever an additional meter setting is requested from an already existing service line connection, and said additional meter setting is permitted by these rules and regulations, the customers of said additional meter setting shall be responsible to the Authority for the cost of connecting the additional meter setting and the cost of the meter to be installed. Said meter, nevertheless, shall remain the property of the Authority. Said costs shall be determined from time to time and be set forth on a cost for meter and installation schedule approved by the Board of Directors of the Authority.

41. SERVICE LINE EXTENSION DEFINED: The term “Service Line Extension,” (Customer Service Line) as used herein and as previously defined, shall include all pipe, valves and other facilities by means of which water is conducted from the curb stop to a point on the outlet side of the meter to be located inside the walls of the building or meter pit, if approved; said service line extension generally to include the service line extending from a point of connection to the curb stop to a point inside the building wall or meter pit, a stop cock or compression valve placed immediately ahead of the meter, connections for the inlet and outlet sides of the meter, a stop and water cock on the outlet side of the meter, a pressure reducing valve if required, and Authority approved backflow prevention device and such other facilities.

42. INSTALLATION SERVICE LINE CONNECTION: The Authority will install and maintain all service line connections, make all connections to the main lines, 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 outside of the 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 of the Authority will be permitted to install a service line connection from the mains of the authority to the premises of the customer.

    The installation of all service line connections 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 and meter settings 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 opening, or for any other reason in connection therewith, the total fee shall be charged to the applicant in addition to the other charges.

    The Authority reserves the right to defer the installation of service connections 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 connection.

43. MAINTENANCE – SERVICE LINE CONNECTION: All 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 pipe, the connections therein, the cover and appurtenances, except the meter and meter couplings 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 the authorization from the Authority. Maintenance of the meter pit or meter box is the responsibility of the customer.

Prior to laying of new cement sidewalk(s), 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 and meter box, if any, at the proper grade.

If such notice is not given and the box or boxes are covered or cemented over, thereby necessitating additional expense to the Authority for finding and relocating the same, the customer shall be billed for such additional expense and the Authority will, under no circumstances, be responsible for damages to the sidewalk.

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

44. INSTALLATION – SERVICE LINE EXTENSION: The service line extension, that is, the service line extending form 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 installation shall include a connection of the service line to the curb stop, extension of the service line from the curb stop to a point within the building wall or facilities housing the meter, the installation of a wheel handle round way stop cock or compression valve, without waste, the same size as the service line, on the street side and immediately before the meter, and a stop and waste cock on the outlet side of the meter, all facilities inside the building to be located so as to be readily accessible, protected from freezing and to provide proper drainage for the piping in the building, the installation to include also such facilities as are hereinafter set forth. The installation shall be made by skilled and qualified workmen. The contractor for the customer shall notify the Authority when the service line extension will be installed, 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.

    b. Material and Size- The material for all service lines two inches in size and under shall be of first quality soft copper service tubing, Type K, or copper pipe "1.p." size, as manufactured in accordance with Federal Specification WW-T-799 and its latest revisions, except that heavier weights shall be used if necessary for the operating and static water pressures obtained in the particular districts; and the service line for all service lines three inches in size or larger, joint shall be cement-lined ductile iron pipe, manufactured in accordance with the Specifications of the AWWA specifications C-151 and latest revisions, and shall be push-on joint or mechanical joint ends, the letter type joints to be in accordance with American Standards Association Specification AWWA specification C-111 or C-110; the pipe to be the Class required for the particular service.

        The Authority exercises the right at any time to revise these requirements and to stipulate the size and weight per foot of pipe, kind and quality off all materials laid between the curb stop and the premises, which are to be furnished and installed by the owner of the property.

        The service line shall be not less than 1-inch in size and shall be in keeping with the service for larger sizes.

    c. Installation and Testing Requirements

        1. Installation – The service line extension must be laid in a straight line, at right angles to the street where possible, and at a depth to provide not less than 4 feet of cover, and as necessary to secure proper alignment and avoid obstacles. The bottom of the trench shall be excavated so as to conform to the curvature of the pipe and afford good bearing surface. Where rock is encountered, the excavation shall be carried below the bottom of the pipe for the distance required and the excavation backfilled with earth or clay well tamped to the proper grade.

No metal pipe shall be placed in contact with cinders or other corrosive material unless such installation is unavoidable, in which case after securing approval of the Authority to make the installation, the pipe shall be given two coats of asphalt and to be coated with cement mortar one inch thick. No service pipe shall be laid in the same trench with gas pipe, drain or sewer pipe, or other facility of another public service company or within three feet thereof, nor within three feet of any open excavation of vault, nor pass through premises other than served by such consumer's service line, unless the installation is approved by special written agreement.

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

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

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

   The Authority exercises the right to require that the small service lines be subjected to a hydrostatic test of fifty percent in excess of normal operating pressures, and will require such test on all service line extensions over two inches in size and on all un-metered service lines, including fire protection lines, the test pressure in no case in connection with this increased pressure test to be less than 100 pounds.

   No loss whatsoever due to leakage will be permitted on small service lines. The loss due to leakage shown by the test on service lines three inches in size or larger shall not exceed fifty gallons per inch of diameter per mile of pipe per day.

d. Inspection – The Authority shall be notified when the installation is completed and prior to backfilling, so that the service line can be subjected to the aforesaid hydrostatic test in the presence of a representative of the Authority and an inspection made of both workmanship and materials. The notice shall include such data as the location, the name of the owner and tenant and the time the work will be ready for inspection.

   Water will not be supplied through the service line extension or any related part thereof or through any service or supply line which has not been inspected in the open trench and approved by the Authority. This regulation applies to both original installation and repairs.

   The Authority may charge a fee for the inspection of and original installation and a fee for each additional trip necessary to complete the inspection, said fees to be charged in effect at the time of said inspection work. If the inspection indicates failure to comply with the requirements, water service will not be granted until the proper remedial measures have been taken.

45. MAINTENANCE – SERVICE LINE EXTENSION: All service line extensions, service lines and fixtures installed by the customer shall be maintained by him in satisfactory condition; and all valves, meters and appliances furnished and owned by the Authority and on the property the customer shall be protected properly and cared for by said customer. When repairs, renewals or replacements or other necessary work are required on the aforesaid facilities of the customer, the customer shall employ, without delay, competent tradesmen to do the work, all said work should be done at the expense of the customer. All leaks in the service or any other pipe or

fixture 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.

No person shall clean the service line extension without first being granted a permit by the Authority and such approval shall be subject to disconnection of the service line at the curb stop before cleaning, protection of the meter and other related requirements. The operation or use of the curb stop shall be subject to control by Authority employees only.

No person except an authorized agent of the Authority shall be permitted to clean the service line between the main and the curb stop.

The penalty for cleaning a line from the main to the curb stop without permission shall be One Hundred Dollars ($100.00), and the liability for payment of said amount shall be jointly the responsibility of the owner of the property and of the person actually doing the cleaning work.

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

46. LENGTH OF SERVICE LINE: The Authority will exercise the right, in cases where the length of the service line extension exceeds 100 feet and in all cases where deemed advisable, to require the customer to construct, at his expense, an approved watertight brick or concrete meter pit provided with a suitable iron cover and constructed in accordance with a plan furnished by the Authority, said meter pit to be constructed at the property or curb line and to be used for the housing of the meter required for service of the premises.

47. PENALTY FOR PLACING OBSTRUCTIONS OVER, IN OR AROUND CURB BOXES: If obstructions are placed over, in or around curb boxes in such manner as to prevent normal operation of the curb stop or to result in damage to the curb box, curb stop or service line, the Authority will shut the water off at the curb stop and plug the curb box or disconnect the service line, or turn the water off at the corporation stop or ferrule, as it may deem necessary. Before service will be renewed, the customer shall pay to the Authority the expenses uncured in shutting the water off and in turning it on again, including the cost of necessary trenching and back filling, of cutting and replacing pavement, sidewalk or curbing of any municipal permit or permits for opening the pavement, and also shall settle any unpaid bill for water or other service and make satisfactory deposit to insure the payment of future water bills; the minimum charge to be $10.00 or the charge currently in effect.

48. SERVICE LINE CONNECTION ON PRIVATE PROPERTY: Service line connections will not be installed on property other than that of the premises to be furnished water unless the owner of the premises obtaining such service assumes all liability, and unless approved by the Authority in form of a written agreement.

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

50. SINGLE SERVICE LINE WITH TWO OR MORE CUSTOMERS: Where two or more customers are supplied through a single service line, any violation of the Rules of the Authority by either or any of said customers shall be deemed to be a violation as to all; and unless said violation is corrected after reasonable notice, the Authority may take such action as can be taken for a single customer, except that such action shall not be taken until the innocent customer who has not violated the Authority's Rules has been given a reasonable opportunity to attach his service pipe to a separately controlled service connection.

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

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

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

Service will not be furnished for railroad locomotive supply or any use where large quantities of water are required in a short period of time, except through an intermediate storage tank, or unless approved by the Authority; the design of the proposed facilities also being subject to the approval of the Authority.

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

House boilers for domestic use must in all cases be provided with vacuum valves to prevent collapsing when water is shut off from the distributing pipes. The Authority will in no case be responsible for accidents or damages resulting from failure to observe this rule or due to conditions in the distributing pipe, or from the imperfect action of any such valves, or due to such other causes.

52. CHANGE IN LOCATION OF SERVICE LINE CONNECTION: The customer shall pay for the cost of relocation off all service line connections made at his request or for his convenience.

53. RENEWAL OF SERVICE LINE: Where renewal of service line from the street main to the curb is found necessary, the Authority will renew said service in the same location as the old one. If the property owner or customer, for his own convenience, desires the new service line at some other location and agrees to pay all expenses of such relocation in excess of the cost of laying the service line in the same location as the old service line and cutting off and disconnect the old service line, the Authority will lay the new service line at the location desired.

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

SECTION VI – METERS

55. GENERAL: All meters, unless otherwise indicated, will be furnished and installed by the Authority, subject to the fees currently in effect, and will remain the property of the Authority and be accessible and subject to its control and maintenance. Meters of the fire type will not be installed for general service. A meter will be required for each premise and for each separate service line connection supplying premises except as otherwise provided herein.

56. 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 fees currently in effect for larger meters.

    The minimum size of a meter installed shall be the same size as the service line, except that, on a ¾-inch or 1-inch line serving a domestic customer, the privilege of using a 5/8-inch meter (3/4" x 5/8") may be allowed by the Authority.

57. LOCATION: The location for the meter shall be subject to the approval of the Authority, shall be at a convenient and accessible point, shall permit control of the entire supply and shall allow proper protection of the meter from freezing or other harm.

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

    In cases where it is not practical to place the meter within a building, the Authority may require the property owner to construct inside the property line, an approved meter pit with a suitable iron cover; such installations to be made in accordance with a plan furnished or approved by the Authority. The design of the meter pit shall permit adequate access to the meter and its ready installation or removal.

58. INSTALLATION OF METER: All piping, fittings, valves, an Authority approved backflow prevention device, gauges, bolts, nuts, meter pit structures, manholes or other accessories or materials, within the property line of the premises, shall be at the expense of the applicant. The customer shall employ for this work the services of skilled tradesmen, qualified and approved by the Authority, who shall cooperate with the Authority and install all the piping and appurtenances in accordance with the dimensions and requirements for each specific case, so that the meter or meters can be properly installed and connected by the Authority.

    The customers shall furnish and install on the service line a wheel handle, one way stop cock or gate valve, without waste, the same size as the service line on the street side and immediately before the meter, and a stop and waste cock or valve on the outlet side and immediately after the meter. A suitable check valve shall be furnished and installed by the customer at a point between the stop and waste cock or valve and the meter. When an Authority approved backflow prevention device is installed, a safety valve shall be furnished and installed by the customer at a convenient point in the house piping to relieve excess pressures due to heating the water.

    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 or more meters on the one 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. In cases where meters are so installed, or where the Authority requires more than one meter, a bill will be rendered separately for each meter, the customer charge therefore also to apply.

59. ADDITIONAL METER INSTALLATION FEE: Whenever an additional meter setting is requested from an already existing service line connection, and said additional meter setting is permitted by these rules and regulations, the customers of said additional meter setting shall be responsible to the Authority for the cost of connecting the additional meter setting and the cost of the meter to be installed. Said meter, nevertheless, shall remain the property of the Authority. Said costs shall be determined from time to time and be set forth on a cost for meter and installation schedule approved by the Board of Directors of the Authority.

60. MAINTENANCE, CARE AND RESPONSIBILITY FOR DAMAGE: The Authority will maintain all meter at its expense, except that the customer is liable and responsible for all damage to all meters while on his premises. In the event of damage to an inoperative meter, the customer shall promptly notify the Authority.

    The Authority will furnish and set another meter to replace the one frozen or damaged by such causes, and the cost of the repairs to the same, including replaced parts, labor and transportation charges, as well as the cost of testing and cost of reinstallation or changing of the meter, shall be billed to the customer and paid for by him. The minimum cost for repairing a frozen meter shall be such minimum cost as is currently in effect.

61. METER TESTS: All meters are accurately tested before installation and thereafter are periodically tested.

    Should the customer or the Authority at any time doubt the accuracy or correctness of the meter measuring water delivered to the customer's premises, the Authority will, upon a written request of the customer, and if he so desires in his presence or that of his authorized representative, make a test of accuracy of the meter. When a customer desires, either personally or through a representative to witness the testing of a meter, he may require the meter to be sealed in his presence before removal, which seal shall not be broken until the test is made in his presence. If the meter so tested shall be found to be accurate within the limits herein specified, a fee determined from the schedule indicated shall be paid to the Authority by the customer requesting such test, but if not so found, then the cost thereof shall be borne by the Authority. When making such request, the customer shall agree to the bases of payment herein specified or as currently in effect.

    A report of such tests shall be made to the customer and a complete record of such tests shall be kept by the Authority. The amount of the fee shall be as currently in effect for each water service meter having an outlet not exceeding one inch. For other water service meters having an outlet not exceeding two inches, the test fee shall be determined at that time. Rates for testing meters not included in the foregoing classification, or which are so located that the cost is out of proportion to the fee specified, will be furnished by the Authority after an appraisal has been made to determine the cost. The fees as stipulated shall be payable by the applicant in advance.

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

    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.

62. CHANGE IN LOCATION OF METERS: The customer shall pay the cost of relocation of all meters made at his request or for his convenience.

63. SEALS: No seal placed by the Authority for the protection of any meter, valve, and fitting or other water connection shall be tampered with or defaced. It shall not be broken except upon authorization from the Authority or in the presence of an Authority representative. Where the seal is broken, the Authority reserves the right to remove the meter for test at the expense of the customer, even though said meter registers accurately.

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

65. READING AND REGISTRATION OF METERS: Readings of meters shall be taken monthly, and the quantity recorded by the meter shall be taken to be the amount of water passing through the meter, which amount will be conclusive on both the customer and the Authority, except when the meter has been found to be registering inaccurately or has ceased to register. In such cases, the quantity may be determined by the average registration of another meter for a period of at least 20 days, or of the same meter for a period of at least 20 days after it has been repaired, tested and reset; or the quantity consumed during a previous corresponding period may be used as a basis for settlement. If none of these methods can be applied fairly, another method may be used that will be just and reasonable to the Authority and to the customer.

66. ACCESS TO METERS: The Authority at all reasonable times shall have access to the inside (control) meters, remote meters, service connections and other property owned by it on customers' premises, for the purpose of maintenance, operation and meter reading. The failure to permit reasonable access shall be sufficient cause for discontinuance of service.

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

    For each notice of discontinuance, as provided in this paragraph, a penalty shall be imposed as is currently in effect. This penalty shall be in addition to all charges made under these Rules and Regulations, and otherwise currently in effect, because of discontinuance and renewal of service.

67. NOTIFICATION RELATIVE TO CONDITION OF METER: The customer shall notify the Authority of damage to or of the nonworking of the meter, or of the breaking of the seal wire, as soon as he is cognizant of such a condition.

68. CUSTOMER CHARGE: Every meter is installed subject to a fixed monthly Customer Charge in accordance with the Rate Schedule currently in effect. Such charge shall be non abatable for a nonuser of water. In the case of fractional bills, covering less than a month, said charges will be pro-rated.

SECTION VII – SERVICE

69. DISCONTINUANCE OF SERVICE:

a. By customer: Any customer may terminate his service contract with the Authority by reason of moving permanently away from the premises, and have his water service discontinued upon giving written notice thereof to the Authority to take final meter readings and attend to other details in connection with such discontinuance of service. The customer shall remain liable for water furnished to the premises described in his application until the Authority has received written notice from him and the termination of service has taken effect as stated above.

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

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

1. For misrepresentation in the application.

2. For the use of water for or in connection with, or for the benefit of, any other premises or purposes other than those described in the application.

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

4. For failure to maintain in order the service lines and fixtures owned by the applicant.

5. For molesting or in any other way interfering with any service pipe, meter, meter box, curb stop, curb box or with any seal on any meter or other fixtures and appliances of the Authority.

6. In case of continued vacancy of the premises.

7. For refusal of reasonable access to the premises for purposes of inspecting the piping, fixtures and other water system appliance therein, or for reading, caring for, repairing or removing meters.

8. 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.

9. Where the contract has been in any way terminated by the customer.

10. For making or refusing to sever, upon notice, any cross connection between a pipe or fixture carrying water furnished by the Authority and a pipe or fixture carrying water from any other source.

11. For resale of water except where subject to a special agreement.

12. For premises where the demand for water is greatly in excess of past average or seasonal use, or where such excessive demands for water by the premises are or may be detrimental or injurious to, or make inadequate, or in any way impair water service furnished to other customers.

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

14. For violation of these Rules and Regulations or other requirements governing the supply of water furnished by the Authority.

15. For fraud or abuse.

70. RENEWAL OF SERVICE AFTER DISCONTINUANCE: Service may be renewed under a proper application when the conditions under which such service was discontinued are corrected and upon the payment of all proper charges or amounts provided in the schedule of rates or rules of the Authority due from the applicant.

71. TURN-OFF WITHOUT AUTHORIZATION: The customer shall not turn the water on or off at any corporation stop or a curb stop, or disconnect or remove the meter, or permit its disconnection or removal without the consent of the Authority.

72. SUSPENSION OF SERVICE DUE TO EMERGENCY: The Authority shall have the right, as necessity may rise in case of breakdown, emergency or for any other unavoidable cause to cut off the water supply temporarily in order to make necessary repairs, connections, 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, pressure, poor quality of water or for any other causes beyond its control; and such temporary shutoff of the water supply shall not entitle the customer to any abatement or deduction in or from the water service charges, nor the refund of any portion of such service charges paid in advance during or for the time of such shutoff. When a supply of water is to be temporarily cut off, notice shall be given, when practical, to all customers affected by the emergency shutoff, stating the probable duration of the interruption of service and also the purpose for which the shutoff is made. Nothing contained in these Rules, however, shall be construed as a guarantee, covenant or agreement of the Authority to give notice of any shutoff due to emergencies or otherwise.

73. 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 VIII – PUBLIC FIRE SERVICE

74. APPLICATION FOR FIRE HYDRANT AND LOCATION: A written application prepared on the form furnished by the Authority must be submitted by any municipality that is served water by the Authority, for the purpose of requesting the installation of public fire hydrants, said applications to be signed by duly authorized officials of the municipality.

    The application must be accompanied by a plan showing the proposed location of each fire hydrant on the public highway or public property, showing the line and grade of the highway or area and such other data.

    The Authority will determine whether proper service can be furnished at the fire hydrant under normal and ordinary conditions, subject to the size of the existing street main, to the size of the lines in the surrounding distribution system, to the available pressures for adequate fire flows and to such other factors. The Municipality will be advised relative thereto.

    The entire cost of a fire hydrant installation shall be paid in accordance with the agreement governing its installation. A developer of a housing plan or commercial development or any individual, group, organization, municipality or any other such organization that requests of the Authority to extend its facilities in order to receive water service will be required to pay for the entire cost of installing all fire hydrants required by the municipality. The local municipality will determine the number and location of all fire hydrants along the new water line installation and whoever pays for the water line extension will be responsible for all costs associated with the fire hydrant installation.

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

    Each fire hydrant will be subject to the public fire service charge set forth in the Rate Schedule.

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

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

77. CHANGE OF LOCATION: Whenever a municipality or person or persons desires a change in the location of any fire hydrant, or requests that an additional fire hydrant(s) be installed subsequent to the installation of a water main, the Authority, upon written notice to do so, will make such a change if determined feasible, at the expense of the municipality or person or persons, subject to the right of the Authority to refuse such location because of size of main, pressure, condition of distribution system and other reasonable causes. The municipality and/or others requesting the change in location or additional hydrant(s) shall pay the complete installation costs thereof, including the hydrant, tee, valve, pipe, fittings, blocking, drainage, restoration charges, permit fees and other related costs associated with the installation. The fire hydrants and installation thereof shall be in complete compliance with the Rules and Regulations of West View Water Authority.

78. INSPECTION: Upon request of the duly authorized officials of any municipality, the Authority will make inspections at convenient times and at reasonable intervals to determine the condition of the fire hydrants, such inspections to be made by a representative of the Authority and a duly authorized representative of the municipality.

SECTION IX - PRIVATE FIRE SERVICE

79. 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; said application to be signed by the owner of the premises or his duly authorized agent said application to be subject to such fees and terms and conditions as are hereinafter set forth and included therein, and to the execution of a contract, which application, together with the Rules and Regulations of the Authority, shall regulate and control the furnishing of such service to such premises, and said application to be submitted at least two months before the service line is required.

    The application shall be accompanied by accurate plans showing the proposed fire protection system and appurtenances and showing any other water supply system and appurtenances that 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 stands and all such facilities. All approvals will be subject to Section X Responsibility for Fire Service and shall be subject to such restrictions and limitations as established by the Authority.

80. INFORMATION ON APPLICATION: Each applicant, for a special connection to be used for private fire protection, will be required to sign a form or forms provided by the Authority, as previously set forth, the following data to be included thereon and/or attached thereto:

    a. The date and place of the application.

    b. The name of the owner and tenant of the premises.

    c. The location of the premises to be served, including the name of the street, the lot number, the municipal subdivision and general location.

    d. The date on which the applicant will be ready for service.

    e. Whether the premises have ever before or are now being furnished water service or ever before been given a special connection by the Authority.

    f. The number, type, and location of the fixtures, sprinklers, devices, fire hydrants, pumps, storage reservoirs and other openings that will be attached to the service line extending into and throughout the premises.

    g. The purpose for which service will be used and whether such service will be temporary.

    h. The size of the service.

    i. The address to which bills are to be mailed or delivered.

    j. Whether the applicant is an owner or tenant of, or agent for, the premises.

    k. An agreement to abide by all Rules and Regulations of the Authority.

    l. Such other information as the Authority may reasonably request.

81. APPROVAL OF APPLICATIONS: The application does not bind the Authority to approve the requested special connection. The Authority will make an engineering study of each proposed installation to determine whether such a connection is reasonable and practical, and whether such a connection will in any way endanger the general water service in the vicinity; the Authority reserving the right to refuse approval of an application relative thereto. The Authority further reserves the right to make an approval subject to the installation of adequate storage facilities and related appurtenances on the premises thereof, if found necessary, in order to permit maintenance of adequate water service to other customers.

82. TERMS AND CONDITIONS: The final approval of an application and furnishing of private fire protection service will be subject to the execution of a contract between the responsible parties and the Authority, containing the following terms and conditions and containing such other terms and conditions as are found necessary.

    a. That the Authority, by its representatives, shall have the right to enter the premises of the applicant at any reasonable time for the purpose of making such inspections as it may deem necessary, and it shall have the right to attach any testing device or use any means which it may elect to ascertain the condition of the pipe and appurtenances and uses made of same.

    b. That the service 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 requirements set forth relative to service line and/or water main extensions and maintained in good condition by and at the expense of the applicant.

       In such instances where the service connection is approved to provide fire protection service and other metered service, always being subject to a design satisfactory to the Authority, the control valves on the fire service may be installed on the property of the premises at approved locations.

    c. The Authority may install, at its expense, or have installed by the owner, a detector device on said service pipe at such location as may be determined by the Authority. Such detector device shall be maintained by the Authority and shall be subject to the control of the Authority.

    d. The said control valve shall be under the control of the Authority, except during times of fire when it shall be under control of the Chief of the Fire Department of the municipality in which the premises are located, and the applicant agrees to obtain approval of this application by the Chief.

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

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

    g. That the applicant does not contemplate uses of fixtures other than herein stated. If a supply of water for use other than extinguishment of fire is desired by the applicant, then same shall be taken only through a service pipe separately connected with the street main of the Authority and not connected directly or indirectly with the service pipe contemplated by this application. The Authority may consider approval or alternate designs contrary to this condition, in the case of public bodies, schools and public institutions. Any waste of water or use of water for purposes other than the extinguishment of fire through this connection shall be deemed a violation of the terms and conditions of this application and the rules and regulations of the Authority.

    h. That the applicant shall furnish, attach and make a part hereof, an accurate sketch showing the pipes, valves, hydrants, tank openings and appurtenances contemplated in this application. Such sketch may also show any other water supply system and pipelines and appurtenances which may exist on the premises. There shall be no connection between such other supply and pipe connected to the Authority's mains.

    i. That the rights and obligations of the applicant hereunder shall be further subject at all times the Rates, Rules and Regulations of the Authority that now exist or which may hereafter be adopted.

    j. That the applicant agrees to obtain in advance the approval of the Authority for any change, alteration, addition or deduction contemplated in the fixtures, opening and uses herein specified.

k. That, upon acceptance by the Authority and the completion of the service connection herein contemplated, the application shall be in force as a contract and shall continue as such until canceled by written notice, 15 days in advance given by the applicant to the Authority.

l. That the Authority has the right to discontinue or disconnect said service pipe and terminate the application, upon written notice give 15 days in advance by the Authority to the applicant, for failure to pay any bill when due or for any violation of any of the terms and conditions of the application, or for any violation of its rules; and, in emergencies, also has the right, without notice to shut off all or any part of its facilities and discontinue the service when deemed necessary by the Authority for the purpose of making any repairs, alterations, additions, or to prevent possible contamination through cross-connected facilities of the applicant or to prevent negligent or willful waste of water through the facilities of the applicant.

83. METER REQUIREMENTS – PRIVATE FIRE SERVICE CONNECTIONS: Meters and/or detector check valves may or may not be installed on connections providing service for fire protection, subject to determination of need by the Authority, such connections to be used exclusively for fire service. Water used for extinguishing fires shall be subject to no charge, provided that notice is given to the Authority after such use, so that the meter may be read promptly. The fire service shall be subject to the Rates established for Private Fire Service.

    If the customer is found in violation of the Rules and Regulations controlling such service, in such instances where a detector check or equal installation was not required by the Authority, the Authority reserves the right to discontinue such service or, at its option, to install a fire meter and small bypass meter, the cost of such meters, all piping, valves, fittings and appurtenances relative thereto, and the structure for housing the meters, to be paid for by the customer. The size of the meter, not to exceed the diameter of the main supplying the service, shall be stipulated by the Authority.

    The metered water used in connection with this type of service shall be paid for in accordance with the regular metered rates for Private Protection Service, subject to the applicable customer meter charge and other water charges.

    The Authority also reserves the right, where water is used through a special connection for other than fire protection purposes, to cancel the contract and shut off the supply; or at its option, to replace the fire meter, if used, with a general service type meter of equal inch size, the customer to pay all costs in connection therewith and as set forth with respect to the fire meters.

    The customer shall pay under this arrangement, for all water used in accordance with the regular schedule of service and consumption charges for General Service, except as noted above.

84. GENERAL CONDITIONS – PRIVATE FIRE HYDRANTS: The private fire hydrant or fire hydrants installed on a separate fire service main subject to all the foregoing requirements will be subject to flat charges set forth under Flat Rates – Private Fire Service, subject to a special contract and to the rules and regulations controlling such service.

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

    When a hydrant is to be located within the yard of the customer's premises, the entire installation, from the street main to and including the hydrant, shall be installed at the expense of the customer.

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

    The listed rate for each private fire hydrant shall apply regardless of whether the installation is made by the Authority or at the expense of the customer.

85. COST OF FIRE SERVICE CONNECTION: All service connections for flat rate fire service, also those for metered fire service, which are specified to be at the expense of the customer, shall be installed by the Authority and the

customer will be charged with the exact cost of labor and materials used in the work, with an addition of 17 percent to cover the cost of supervision, use of tools, etc., plus such other applicable fees.

SECTION X – RESPONSIBILITY FOR FIRE SERVICE

86. RESPONSIBILITY FOR SERVICE: It is agreed by the parties receiving public fire service, private fire service, or any other service, that the Authority does not assume any liability for injury of persons or property and that the agreement does not guarantee any special service, pressure, capacity or facility other than can be supplied by the ordinary and changing operating conditions of the Authority, as the same exist from day to day. It is agreed by the parties receiving service that the Authority shall be free and exempt from any and all claims for injury to persons or property by reason of fire, water, failure to supply water pressure or capacity.

SECTION XI – BILLS AND PAYMENT

87. PLACE OF PAYMENT: All bills are payable at our Authority Administration Building, www.westviewwater.org, or by calling our Customer Service Department.

88. BASES FOR PREPARATION OF BILLS: All bills for services furnished by the Authority will be based on the published Rate Schedule of the Authority. All bills shall be rendered and are due and payable monthly.

    Each premise will be subjected to a fixed monthly Customer Charge for each meter, based on the size of each meter and in accordance with the Rate Schedule currently in effect. Such Customer Charge shall be nonabatable for a nonuser of water, and in the case of fractional bills, covering less than a month will be pro-rated. The charges for the use of water will be in accordance with the charges as listed under the Volumetric Charges in the Rate Schedule currently in effect.

    a. Should the owner desire that the Authority conduct business directly with the tenant of each premises, in a building of multi-unit occupancy, he must first provide means of controlling the supply and housing of the meter or meters for each premises, and/or provide a means of billing and collecting the water charges therefore.

       The charges for pubic fire service shall be paid monthly.

       The charges for private fire service shall be paid monthly, prorated from the per annual charges.

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

89. BILLS RENDERED AND DUE: The Authority will make regular meter readings monthly, and bills will be rendered as soon as practicable after the reading of the respective meters.

    All bills are due and payable within the number of days after the date of presentation as required by these Rules and Regulations. Acceptance or remittance of bills on the last day of this period shall be determined as evidenced by the postmark of the United States Post Office. Payment of the bills after the expiration of the allowable period will incur such penalty being added to the bill as is currently in effect.

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

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

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

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

AMENDMENTS TO THE RULES AND REGULATIONS

AMENDMENTS ADOPTED – March 21, 2018 EFFECTIVE – July 1, 2018

I. NOTIFICATION OF LATE FEE AND TERMINATION

A. 10% LATE FEE

If the customer has not paid the account balance 5 days after the original due date; on the sixth day at 8:00 a.m. there will be a 10% late fee added to the amount billed. This amount is shown on the customer's original bill.

B. TEN (10) DAY NOTICE OF TERMINATION

If the customer has not paid West View Water Authority in three (3) months or their account balance is delinquent of one hundred dollars or more; the Authority will notify the customer by mail 10 days prior to termination.

II. PAYMENT AGREEMENT IN LIEU OF TERMINATION ON HIGH BILLS

West View Water Authority payment agreements are available to customers with a high bill that occurs within one monthly billing due to unusual circumstances, such as a leak. A high bill is not considered unpaid accumulative monthly billings. While rigid standards, with respect to such things as initial minimum lump sum payment shall not be required. An agreement can last up to 6 months from the date of such agreement contingent on the size of the bill.

III. TERMINATION PROCEDURES FOR A DELINQUENT BILL LESS THAN $100.00

A. West View Water Authority will terminate water service to a residential customer for a delinquent bill which amounts to $100.00 or less, except as provided in Section III (B) of these procedures as hereinafter set forth.

B. In the event that an installment agreement was negotiated with a customer with a high billing due to unusual circumstances, such as a leak in accordance with Section III(A)above, and the customer subsequently fails to make one payment on the repayment agreement, then West View Water Authority is entitled to terminate service to such customer's premises after taking the following steps:

1. If the premises subject to termination are owner occupied, then West View Water Authority must send by regular mail the Service Termination Notice attached hereto as in accordance with Section IB above.

2. If the premises subject to termination are tenant-occupied, then West View Water Authority must send by regular mail the Service Termination Notice attached hereto as in accordance with Section IB above.

IV. TERMINATION PROCEDURES FOR TENANT-OCCUPIED UNITS DUE TO A DELINQUENT BILL OF A LANDLORD

In addition to the personal service of termination to the occupant/tenant as required in Sections IB and IIIB 2 above, West View Water Authority shall take the following action for premises wherein the owner/landlord has contracted with West View Water Authority for water service to tenant-occupied premises.

A. On all requests for service, after the effective date of these procedures, West View Water Authority shall require a security deposit from the landlord/owner in an amount equal to the estimated water usage for two quarterly billings but in no event to exceed a maximum security deposit of $1,000.00.

West View Water Authority can hold such security deposit for a maximum period of one year, but, upon good cause shown, can continue to hold said security deposit for a period in excess of one year.

B. Where termination is scheduled for tenant-occupied premises due to delinquent bill of the landlord, West View Water Authority must first take all reasonable actions, including legal process wherever possible, to collect the delinquent bill from the landlord in lieu of terminating the water service of the tenants.

C. If West View Water Authority has failed to collect the delinquent bill from the landlord after making good faith efforts to do so, then West View Water Authority must give the occupant/tenant the opportunity to become a customer of West View Water Authority, if possible. In this case, the tenant/customer would be responsible for all future bills but assume no liability for the past due bills of the landlord.

D. In the event that the procedures outlined in IV (A), (B) and (C) above fail to cure the delinquency and termination is scheduled West View Water Authority must make every effort to advise tenants to seek legal advice from the Neighborhood Legal Services Associates, Inc., or the Allegheny County Bar Association Lawyer Referral Service.

V. DISPUTE RESOLUTION PROCEDURES

If there is a dispute concerning the amount or accuracy of a customer's water bill, then the customer is entitled to the following Dispute Resolution Procedures:

A. An inspection of the premises and the water meter by West View Water Authority to determine the source of the problem.

B. An informal personal conference between a supervisory employee of West View Water Authority and the customer. The customer has a right to be represented by counsel or a lay person at this conference. During this conference each party can present any information regarding the bill which is in dispute.

C. West View Water Authority must provide the customer with a written notice of its decision on the bill in dispute. The notice of West View Water Authorities decision shall also inform the customer that he has ten (10) days from the date of such notice in which to appeal the decision of West View Water Authority to state court and all termination proceedings are stayed during this ten (10) day period.

VI. PUBLIC ACCESS TO TERMINATION PROCEDURES

West View Water Authority shall distribute to customers of West View Water Authority, upon request, information regarding West View Water's Termination Procedures and Dispute Resolution Procedure which is written in an understandable manner.

VII. NOTIFICATION TO PROPERTY OWNERS – DELINQUENT TENANT ACCOUNTS

Owners of rental properties within the Authority's service territory have the right to request notification of a tenant's delinquency. Owners must request this service in writing to the Authority.

Owners of rental properties, which are occupied by a tenant(s) and said tenant(s) have contracted with the Authority for water service and subsequently become past due, will receive a copy of the past due notice(s) and any information that may be provided to outside collection agencies.

All notices will be mailed by first class U.S. Mail.

WVWA
WEST VIEW WATER AUTHORITY

210 Perry Highway
Pittsburgh, Pennsylvania 15229

Administrative
(412) 931-3292

Customer Service
(412) 931-3500
(412) 364-1257

Customer Information
www.westviewwater.org

NOTICE OF WATER SERVICE TERMINATION

Month 0, 0000

Account Number
00000-0000000-000
Service#
00-00000

Past Due Amount
$0.00
Service at
000 Service Address

Name **Name**
Address **Mail Address**
City ST 00000-0000

RETURN THIS TOP STUB WITH CHECKS MADE PAYABLE TO: WEST VIEW WATER AUTHORITY

Dear Customer Name,

Under rules established by the West View Water Authority, we are notifying you that on **Month 00, 0000**, on or after 8:30am, the water service will be terminated to the premises located at **00 Service Address**. This action is being taken as the water service account is past due in the amount of **$00.00**.

To avoid termination and/or additional charges, past due payments must be made during office hours, excluding holidays, **prior to 8:30AM the day of termination**. Online payments must be verified by customer service prior to 8:30AM the day of termination.

Payments are accepted during office hours, excluding holidays, at 210 Perry Highway or by calling customer service at 412-931-3500. A payment can also be made online at www.westviewwater.org and must be verified by contacting customer service during office hours, excluding holidays, after your transaction has been completed.

The amount of $00.00 is only the past due amount and may not reflect the entire account balance. If additional information is needed please contact customer service. You have the right to meet with an authority representative to discuss the billing and/or any problems you may have with your account, however, this must be done prior to the termination date of Month 00, 0000.

Sincerely,

West View Water Authority

OFFICE HOURS: Monday – Friday, 8:00 am – 5:00 pm

DELINQUENT COLLECTION FEES:

- **Service Admin Charge $25.00 - Subject to any payment received after 8:30AM the day of termination or not verified by customer service**
- **Restoration Fee Charge $25.00 - Reconnection will occur during normal business hours within 72 hours**
- **Non-Sufficient Funds Charge $25.00 - Service subject to termination without further notice**

SAMPLE

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

SECTION XII – CROSS CONNECTIONS, INTERCONNECTIONS AND BACKFLOW PREVENTION DEVICES

91. PURPOSE AND INTENT

It is the purpose and intent of these regulations to protect the community potable water system of West View Water Authority from the possibility of contamination or pollution by isolating within its customers private water distribution system or systems, such contaminant or pollutants which could backflow into the water distribution system of West View Water Authority. It is the intent of this regulation to provide for the maintenance of a continuing program of cross connection control which will systematically and effectively prevent contamination or pollution of the water distribution system of West View Water Authority.

All customers where applicable within the water system of West View Water Authority shall as a condition precedent of receiving service, and where there exists cross-connection facilities in their plumbing fixtures, shall be required to have a program of backflow prevention which will systematically and effectively prevent the possibility of contamination or pollution of waters within the water system.

Any customer or rate payer of West View Water Authority whose plumbing system necessitates the need for elimination or control of cross-connections shall be required as a condition of receiving service to have backflow preventers installed, of such design, size and quantity so as to effectively meet the averments of Federal and State Clean Water Drinking Acts, their amendments as well as all county, municipal health codes and BOCA requirements.

Any customer or rate payer of West View Water Authority who fails to establish an expectable backflow prevention system shall have his/her or its service terminated until such time as these laws are complied with. In that regard, West View Water Authority hereby amends its rules and regulations to provide that as a condition of service and failure to install same will require and/or cause the Authority to terminate service until such time as the backflow preventer or some other acceptable system has been installed.

DEFINITIONS: When used in these rules and regulations the following words and phrases shall have the meaning herein provided:

a. Cross Connection – Cross connection is a physical arrangement whereby a public water system is connected with another water system, public or private, in such a manner that a flow of water into such public water supply system from other water systems is possible. Specifically it is the intent of these regulations to regulate any source or system containing water or substances the quality and quantity of which cannot be approved by the County, State, or Federal Regulatory Agencies.

b. Interconnection – An interconnection is a plumbing arrangement, other than a cross connection, by which contamination might be admitted or draws into the distribution system of the Authority, or into the lines connected therewith used for the conveyance of potable water. For the purposes of these rules and regulations, when the term cross connection is used for regulatory purpose, it shall be meant to include interconnection in all instances.

c. Acceptable Cross Connection – An acceptable cross connection is a cross connection having all of the following characteristics:

1. The source of the supply other than the lines of the Authority directly connected, is a source approved by the Pennsylvania Department of Environmental Resources and the Environmental Protection Agency as an acceptable, safe, and sanitary source of public water supply and which continues as such at all times when the cross connection is in existence.

2. 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.

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

d. West View Water Authority –shall mean the body corporate and politic existing by and under virtue of the laws of the Commonwealth of Pennsylvania, whose principal place of business is located at 210 Perry Highway, Borough of West View, County of Allegheny, Commonwealth of Pennsylvania, its duly authorized agents, assigns and employees.

e. Approved – Approved shall mean accepted by West View Water Authority as meeting an applicable specification stated or cited in the rules and regulations or as suitable for the proposed use. The term "Approved" used in reference to a backflow prevention device shall mean a backflow prevention device that meets the requirements of the American Water Works Association's standard C506-69 and the Foundation for Cross Connection Control and Hydraulic Research of the University of Southern California and 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.

f. Backflow – The flow of water or other liquids, mixtures, or substance into the distribution system of the Authority potable water system 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 and regulations.

g. Contamination – An impairment of water quality to a degree which creates 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 of such an extent that it is considered by said odor or composition to be not acceptable by the Authority for human consumption.

h. Pollution – 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 create an actual public health hazard but which does adversely or unreasonably affect such water for domestic use.

i. Potable Water – Water which is safe for human consumption according to recognized state and federal standards.

j. Non-Potable Water – Water which is not safe for human consumption or is of questionable potability.

k. Customer – Shall be as defined in these rules and regulations under Section 1, Definition 2.

l. Service Connection – Shall be as defined in these rules and regulations under Section 1, Definition 21.

m. 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.

n. Pollutional Hazard – An actual or potential impairment to the physical properties potability of the community water system which constitutes a nuisance or is esthetically objectionable or can cause physical damage to the community water system but would not be dangerous or threatening to the public health.

o. Air Gap – The unobstructed vertical distance through the free atmosphere between the lowest opens from any pipe or faucet supplying water to a tank, plumbing fixture, or to their devices and the flood level rim of said vessel. An approved air gap shall be at least double the diameter of the supply pipe, measured vertically, above the top of the rim of the vessel; and, in no case less than one inch. 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 reduce pressure principal device shall be installed in the by-pass system.

p. Backflow Prevention Device – Types, uses, advantages, limitation. Three types of devices, reduced pressure principal device (RPPD), double check valve assemble (DVCA), and air gap (AG) which are designed to prevent the occurrence of backflow.

a. In selecting for use the devices outline in this section, it is vital that the degree of protection provided be commensurate with the degree of hazard present. It is also important that the limitations of each device be understood since the degree of protection provided will depend on the type of backflow prevention device and the maintenance program employed.

Acceptable backflow prevention devices used for cross-connection control are as follows:

1. Air Gap

2. Reduced Pressure Principal Device*

3. Double Check Valve Assembly*

*RPPD'S and DCVA'S should conform to AWWA Standard C506-78

b. Air Gap

An air gap separation provides a complete physical separation between the free flowing discharge end of a potable water supply line, faucet, plumbing fixture, or other device and the flood level rim of an open or non-pressure receiving vessel. An acceptable air-gap separation shall be at least double the diameter of the supply line. In no case shall the air gap be less than 1-inch.

1. Advantages:

Properly designed and installed air gap installations provide the maximum degree of protection against backflow.

2. Limitations:

Air gap separations can be defeated by the thoughtless addition of a hose that in effect extends the discharge end of the pipe to a point below the possible high water level of the fixture.

Under some conditions the cost of an air gap separation may be high when compared to a mechanical backflow prevention device.

Air gap separation usually deprives the water consumer of the use of the water pressure in the main.

c. Reduced Pressure Principal Devices (RPPD)

These devices consist of two spring loaded check valves operating in series, and a spring loaded diaphragm activated differential pressure relief valve, located in the zone between the check valves. Two (2) tightly closing shut-off valves and four (4) test cocks complete the assembly. These devices will indicate leakage through one or both check valves or the relief valve by the discharge of water from the relief valve port. This factor is an important advantage over the double check valve assembly.

1. Advantages:

The RPPD'S when periodically tested and properly maintained, may be used for backflow protection in situations where it would be extremely difficult to provide an air gap separation between two systems.

Malfunctioning of the RPPD'S is indicated by discharge of water from the relief port. RPPD'S provide protection from backflow due to both back-pressure or back-siphonage.

2. Limitations:

RPPD'S are mechanical devices that require periodic testing and maintenance.

Pressure loss through RPPD'S may be expected to average between 10 and 30 psi, depending upon the size and flow rate of the device.

RPPD'S should not be installed below ground level, must be protected from freezing and provided with adequate space to facilitate maintenance and testing.

d. Double Check Valve Assembly (DCVA'S)

The DCVA consists of two independently acting check valves mounted in series with two tightly closing shut-off valves and four test cocks.

1. Advantages:

The primary advantage of a DCVA is that when its two check valves are in the wide open position, there is relatively little resistance to flow. The head loss through the device ranges between 3 and 11 psi, depending on the rate of flow and diameter of pipe.

DCVA'S provide protection against backflow due to both back siphonage or back pressure.

The DCVA may be less expensive to install than an air gap or RPPD.

2. Limitations:

DCVA's have the inherent weakness of possible failure without giving exterior indication that a failure has occurred.

DCVA'S are mechanical devices that require periodic inspection and maintenance.

e. The following tables outline the recommended type of backflow prevention devices which should be installed for the protection of a community water supply. This is a partial listing and is not intended to supplant any ordinances or standards developed by a water company. Water suppliers are encouraged to establish and enforce a program of cross-connection control and backflow prevention for their system.

PLANT or FACILITY

	TYPE OF DEVICE TO BE USED		
Description	**Air Gap**	**RPPD**	**DCVA**
Air Craft and Missle Plants	X	X	
Automatic Car Wash	X	X	
Automatic Plants	X	X	
Auxiliary Water Systems	X	X	
Beverage Bottle Plants			X
Breweries/Distillers	X	X	
Chemical Plants (Manufacturing, Processing, Compounding or Treatment)	X	X	
Daiies and Cold Storage Plants			X
Dye Works	X	X	
Film Processing	X	X	
Irrigation Systems (Green House, Park, Golf Course, Playgrounds, Estates, Cemeteries, etc.)	X	X	
Laboratories	X	X	
Laundries			X
Meat Packing and Reduction Plants	X	X	
Metal Plating Plants	X	X	
Paper and Paper Products	X	X	
Petroleum or Gas Processing or Storage Plants	X	X	
Plating Plants	X	X	
Power Plants (Heating/Ventilating/Refrigeration/or Commercial Power)	X	X	
Rubber Plant (Natural or Synthetic, Mfg. Rubber Goods or Tires)	X	X	
Sewage or Storm Water Treatment Processing/Ejector or Pumping or Handling Facilities	X		
Water Front Facilities and Industries	X	X	
Where a Cross Connection is to be Maintained	X	X	
Radioactive Materials or Substance, Processing Plants or Handling facilities	X		
Manufacturing, Processing, and Fabrication, Plants using Toxic Materials	X	X	
Manufacturing, Processing and Fabrication Plants Using Non-Toxic Materials		X	

BUILDINGS

	TYPE OF DEVICE TO BE USED		
Description	**Air Gap**	**RPPD**	**DCVA**
Convalescent Homes			X
Medical Clinic	X	X	
Medical/Dental Building	X	X	
Multipurpose Commercial Building			X
Office Building			X
Hospitals	X	X	
Home for the Aged			X
Mortuary	X	X	
Morgue	X	X	
Nursing Home			X
Elementary, High Schools,			X
Trade Schools and Colleges			
School with Laboratories	X	X	
Apartment and/or Hotel with			X
Restaurant			
Apartment and/or Hotel			X
Apartment and/or Hotel with Sewage Ejector	X	X	
Apartment and/or Hotel with House Pump and/or Waste Storage Tank			X
Public Building (Federal/State/City)			
A. Potential Health Threat	X	X	X
B. Potential Pollution Threat			X
C. Restricted/Classified or Closed Facilities	X	X	
Restaurant (any Food Handling Establishment)		X	X
Supermarket			X
Building with Sewage Ejectors (Applies to any building regardless of building purpose)	X	X	

3. MUNICIPAL WATER SYSTEMS

(1) Connection: Two Water Systems

4. FIRE PROTECTION SYSTEM

A. DOUBLE CHECK VALVE ASSEMBLY

1. Any system with a pumper connection.

2. Any system where an auxiliary water source is available and connected to the fire system

B. Reduced Pressure Device

1. Any system where anti-freeze or inhibitors are used.

2. Any system where an auxiliary water source is available and connected to the fire system.

q. Reduced Pressure Principle 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 potable water supply system side of the device. At cessation of the 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. When the inlet pressure is two pounds per square inch or less, the relief valve shall open and vent 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 the service connections which may be subject to backflow and where there is a possibility of contamination that constitutes an actual or potential health hazard.

r. Double Check Valve Assembly – A device composed of two independently operating approved check valves with tightly closing shut-off vales 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 that constitutes an actual or potential pollution hazard.

s. Air Gap – Definition – See Page 32, - o.

t. Community Water System or Distribution System – Shall mean the water distribution system that furnishes water for general use, is owned and operated by West Water Authority, County of Allegheny, Commonwealth of Pennsylvania and is recognized by regulatory agencies as a community potable water supply system

92. RESPONSIBILITY: The Authority shall exercise reasonable diligence to insure the customer takes proper precaution in order to protect the community water system from contamination or pollution due to backflow through the water system connection. The Authority or designated agent shall determine the degree of hazard to the community water system and require, at the customer's expense, installation of an approved backflow prevention device at the water service connection commensurate with the degree of hazard. The Authority or its designated agent also shall give notice in writing to said customer to install such an approved backflow prevention 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 result 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 safety 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 Authority.

93. PROHIBITION:

a. No water service connection to any customer shall be installed or maintained by the Authority water system unless said connection is protected as required by these rules and regulations. 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 and regulations is (a) improperly installed or (b) not installed or(c) not regularly tested and maintained, or (d) removed, by passed, or inaccessible to the Authority water systems' personnel or agents for the purpose of inspection or testing. Also, water service to any

customer shall be discontinued by the Authority, if adequate records of test results for approved backflow prevention devices are not kept and forwarded in writing to the Authority on forms provided by the Authority.

b. Delivery of water shall be discontinued immediately and without notice to the customer if a duly authorized regulatory agency determines that the Authority water distribution system is being or is in immediate danger of being contaminated or polluted.

c. Delivery of water shall not be discontinued in all other cases until written notice thereof has been given to the customer pursuant to Section 89 of these Rules and Regulations.

d. In the case of discontinuance of service for violation of this section of the rules and regulations, said notice 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 no more than ninety (90) days following the date of delivery of the mailing of the notice. The Authority or its agent may grant to the customer an extension of an additional period not to exceed ninety (90) days if in the Authority's opinion the customer had exercised due diligence but has been unable to comply with the notice within the time period originally given.

e. The customer's water system shall be opened for inspection at all reasonable times to authorized representatives of West View Water Authority or its agents, to determine the adequacy of backflow prevention device records, whether cross connections or violations of these rules and regulations exists, the degree of hazard to the Authority water distribution system or for the inspection and operational resting 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.

f. An approved backflow prevention device shall be installed at the expense of the customer on each service connection 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:

    1. 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 installation of an approved backflow prevention device in the customer's service line or lines.

    2. In the case of the customer having 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, the community water supply shall be protected by installing an approved backflow prevention device in the customer's service line or lines. This shall include handling of water originated from the community water supply system which has been subject to deterioration in quality.

    3. In case of the premises having one internal cross connection and cannot be permanently corrected; 2) controlled or intricate plumbing and piping arrangements or 3) entry to all portions of the premises not readily accessible for inspection purpose, making it impracticable or impossible to ascertain whether or not cross connections or the degree of hazard they impose exist, the community water system shall be protected by installing an approved backflow prevention device in the customer's service connection line or lines.

g. The type of backflow prevention device required under subsection F1, F2, and F3 shall depend upon the degree of hazard, as determined by the Authority or its designated agent, which exists as follows:

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

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

h. It shall be the responsibility of the customer at any premise where a backflow prevention device or devices are installed or already in place to have a thorough inspection of the 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.

i. 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 the these devices can adequately protect the community water system. If, however, the existing device is moved from its present location, required more than minimum maintenance, or maintenance will constitute a health hazard, the device must be replaced by an approved device.

j. No customer shall alter, bypass or render ineffective or inoperable any backflow prevention device approved covered by these rules and regulations.

k. Active accounts that wish to completely disconnect their irrigation system, thus eliminating the need for further annual backflow prevention device testing, must:

1. Remove the TEE connection in the plumbing system that is supplying the water to the irritations system and replace with a solid pipe connection, regardless of where the TEE is located in the plumbing system. The Tee cannot be left in place to supply a hose bib in the location of the removed backflow device.

2. Update the meter setting to meet current Authority plumbing specifications. Including a dual check or current acceptable backflow device, at the meter setting, if one does not already exist.

3. Have the disconnection inspected by the Authority.

4. Customer must sign paperwork stating that the Authority will be notified if the irrigation system is reconnected thus requiring the backflow device to be reinstalled and tested.

SECTION XIII – REGULATIONS FOR AIR CONDITIONING AND OTHER REFRIGERATION

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

95. DEFINITIONS: For the purpose of the regulations under this section, the following terms shall have, and shall be construed to have, the following meaning:

    a. The terms “Air Conditioning System” and “Refrigeration System” shall include any combination of equipment, whether compressor or other type, by which heat is removed from the air and from which the accumulated or effluent heat is wholly or partially removed by the use of water.

    b. “Air Conditioning System” shall mean in installation for maintenance, by heat removal of temperature which are not less than 60 degrees Fahrenheit.

    c. “Refrigeration System” will mean an installation for maintenance, by heat removal, of temperatures which are less than 60 degrees Fahrenheit.

    d. “System” shall mean any combination of apparatus, individual unit, group or collection of units supplied with water through any single customer service pipe connected to the public water system.

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

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

98. INFORMATION ON APPLICATION: Each application for said permit will be required to sign a form or forms provided by the Authority, as previously set forth, the following data to be included thereon and/or attached thereto:

    a. Name and address of the applicant.

    b. Location of the premises where installation is proposed.

    c. Name and address of the owners of the premises.

    d. Names of manufacturers of the units requiring water.

    e. Manufacturer’s identification and classification of the refrigeration units.

    f. Manufacturer’s rating of maximum refrigerative capacity of the unit or units under the conditions of the planned installation (rating may be stated in tons per 24 hours or in B.T.U. per hour).

    g. Horsepower of compressor prime mover, if unit is of compressor type.

    h. Where water conservation devices are required as set forth herein, the manufacture’s name, identification, classification and size of the conservation equipment.

    i. Elevation and plan showing general piping arrangements and details of all points of connection to building supply water piping (piping direct to condenser units, makeup supply into tower pan, and so forth).

j. Such additional information as shall be required by the Authority.

99. FEE FOR PERMIT: A fee shall be paid at the time of application for a permit, as set forth in the Tariffs of the Authority, or otherwise required, to cover an inspection of the installation. For each additional inspection required, an additional charge shall be made equal to seventy-five percent (75%) of the original fee.

100. WATER USE AND CONSERVATION: System with a capacity in excess of 2 ½ tons per 24 hours shall not use water directly (or indirectly, except when used with conservation equipment) from the public supply. All such systems shall be equipped with evaporative condensers, cooling towers, spray ponds, or other water conservation equipment, the piping the connection therewith to be arranged so as to prevent any back siphonage into the public water supply system. Systems with a total capacity net exceeding 2 ½ tons (per 24 hours) may use water directly from the public supply at a rate not exceeding 2.0 gpm per ton if the water temperature is 75 degrees Fahrenheit provided they are equipped with an automatic regulating valve which will (1) stop the flow of water when the refrigerating machine is shut down, and (2) throttle the flow of water down to the momentary requirements of the system. All systems having total capacities exceeding 2 ½ tons (per 24 hours) shall be equipped with evaporative condensers, cooling towers, spray ponds or other water-cooling equipment, unless otherwise approved. This equipment shall be of sufficient capacity to insure conformance with the requirements in the following table for make-up water when operating under full loading at maximum summer temperatures:

Maximum Allowable Water Use

Water Hardness p.p.m.	Maximum Use g.p.m./ton
0-139	0.1
140-199	0.15
200-254	0.2
255-339	0.3
340-424	0.4
425-and over	0.5

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

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

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

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

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

a. Failure of the holder of the permit to discontinue using water for the purpose covered by the permit, immediately upon notice to do so, issued by the Authority during the emergency or to forestall an impending emergency.

b. Alteration, changes of equipment or piping, improper operation or lack of maintenance which results in conditions that (1) are hazardous to the potable water supply either within the premises or in supply mains or (2) cause unnecessary waste of water.

c. The use of water to exceed quantities approved.

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

Applications shall be submitted and permits obtained for all modifications.

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

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

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

SECTION XIV – GENERAL

105. INSPECTION: Authorized employees of the Authority, identified by proper badge, 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 and removal of meters; and for all such justifiable purposes.

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

106. TURN-ON CHARGE: Where there is no unpaid bill, water will be turned off and on without charge for consumers who wish to discontinue or renew service. When water has been turned off because of an unpaid bill or violation of the terms of the application or rules of the Authority, a turn-on charge, currently in effect, must be paid in cash before water service is restored.

107. 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 cock or break the seals, disconnect or remove the meter, or otherwise interfere with the Authority's property.

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

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

109. SERVICE OF NOTICES: All notices and bills relating to the Authority or its business shall be deemed to have been properly served if left upon the premises of the customer or if mailed to the customer, directed to, or left at his address, as shown on the records of the Authority. Failure on the part of the customer to receive a notice or a bill following proper service by the Authority shall not excuse the customer for payment of all due, including penalties for late payment.

    The Authority will send all such notices and bills to the address given on the application for water supply until a notice of change, in writing, has been filed with the Authority by the applicant.

    All notices of a general character, affecting or likely to affect a large number of customers, shall be deemed to have been properly given or served, if advertised in the newspaper designated by the Authority.

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

111. SERVICE NOT GUARANTEED: Nothing in these Rules, nor any contract, nor representation verbal or written, of the Authority or any of its employees shall be taken or construed in any manner to be or constitute a guarantee to furnish a given quantity of water through any service connection, whether for domestic, commercial, industrial, manufacturing or other general uses, or for public or private fire protection purposes, or for any other special purposes; but the Authority will at all times and under all conditions endeavor to maintain the efficiency of its service.

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

112. 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.

113. COMMONWEALTH OF PENNSYLVANIA – BILLS FOR WATER SERVICE: The Commonwealth of Pennsylvania and any agency thereof is entitled to a 30-day period from the due date of any bill within which it may pay for water service without the imposition of a penalty or without the loss of discount.

114. GROUND WIRE ATTACHMENTS: All customers are forbidden to attach any ground wire or wires to any plumbing which is or may be connected to a service connection or main belonging to the Authority, and the Authority will hold the customer liable for any damage to its property occasioned by such ground wire attachments.

115. WATER HAMMER: No use of water will be permitted which may or does cause water hammer.

116. ACTS OF AUTHORITY EMPLOYEES AND/OR OTHERS: No agent or employee of the Authority shall have the power or right to bind the Authority by any promise, agreement, or representation contrary to these Rules and Regulations.

117. SWIMMING POOLS: The Authority exercises the right to require that the filling of swimming pools and other work relative thereto shall be subject to the approval of the Authority, notice thereof to be given by the applicant for such approval at least 72 hours in advance of such action.

    The filling of swimming pools shall, in general, be subject to the following:

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

    b. The lines extending to and around the swimming pool shall be thoroughly flushed to waste until the water is clear, and if necessary, the water shall be passed through the pool filters prior to discharge into the pool or pools. The pool shall be thoroughly flushed and cleaned before closing of the drain valves.

    c. No chlorine shall be applied to the pool water during the initial filling, except ahead of the filter, and the filter and recirculating systems shall be maintained in constant use during filling. If no filter system exists, the owner and/or operator must accept full responsibility for causing, through the use of chlorine, the precipitation of iron and manganese and such other constituents, and possibly causing discoloration of the water.

    d. No swimming pool shall be filled except through a metered connection unless otherwise approved.

118. MISCELLANEOUS WORK AND SERVICES FURNISHED BY THE AUTHORITY: The cost of repair and/or restoration of Authority facilities damaged due to the actions of others, including the cost of lost water, shall be paid for by those responsible therefore.

    The cost of the foregoing work and any miscellaneous services furnished by the Authority, except as otherwise set forth herein, shall be determined based on the charges and/or methods of computing charges as set forth in the schedule of fees and charges in the published Schedule of Rates and Schedule of Charges, or based on Authority policy.

    All bills for such work and services furnished by the Authority, based on the Schedule of Charges and methods of computing charges in accordance with the aforesaid schedules, shall be rendered by the Authority and be due and payable within twenty (20) days after the date of presentation. Acceptance or remittance of such bills on the last day of this 20-day period shall be determined as evidence by the postmark of the United States Post Office.

    The Authority, if necessary, will take appropriate legal action to recover all monies due if payment is not made to the Authority.

119. TAPPING FEES: The Authority has established schedules of tapping fees for all connections to main water lines, such fees to vary, subject to the conditions under which the main line or lines have been installed, the locations of the main lines to be subject to the size of the connection and such other factors, as set forth in the schedules of tapping fees.

The tapping fees may vary for each individual size connection, subject to whether the connection is on a line installed by the Authority and/or others, whether the main line is subject to an agreement with others involving reimbursement conditions as related to connections to the line or lines, whether the main line was installed under an assessment program, and to whether there are any other special conditions.

The tapping fees, as indicated, may vary throughout the various municipalities within the Authority's service territory.

SECTION XV – WATER MAIN EXTENSIONS

By Owner, Developer/Depositor

120. GENERAL: The extension of a water line from the utility system of West View Water Authority shall be in accordance with the following rules and regulations. All extensions shall be connected to main water lines owned by the Authority, unless otherwise approved.

121. WHEN EXTENSION IS REQUIRED: A water line extension shall be required by the Authority in all or any one of the following instances:

    a. For the furnishing of water service to an individual premise whose property line does not front on a main water line installed in a public or private right of way and owned by the Authority.

    b. For the furnishing of water service to a group of individual premises whose property line do not front on main water lines installed in a public right of way owned by the Authority.

    c. For the furnishing of water service to a group of premises located within the limits of a recorded plan of lots where the Developer of the plan is desirous of obtaining such service for the lots.

    d. Furnishing of public or private fire service to a municipality or a private individual, firm or corporation or others requesting such service where no Authority –owned lines are installed in public rights of way, or where existing Authority-owned lines are not capable of producing 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 existing Authority system in the area where service is required.

    f. Such other similar instances.

122. LIMIT OF EXTENSION: The extension of a water line shall include the entire quantity of pipeline and appurtenant facilities required to conduct the supply of water from the end of the existing distribution system of the Authority to and across the entire frontage of the last property for which the Owner has requested water service.

    Where an individual premise for which 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.

123. APPLICATION FOR EXTENSION: A written application on the form furnished by the Authority, unless otherwise indicated, must be submitted to the Authority for the purpose of requesting approval of a water line extension and water service therefrom, said application to be signed by the Owner or Owners, to be subject to the terms and conditions as are hereinafter set forth and included herein and to the execution of an agreement, which application, together with the Rules and Regulations of the Authority, shall regulate and control the installation of water line extensions and furnishing of water service therefrom.

    The application shall be accompanied by accurate plans showing the proposed location of the extension, the layout of the streets and roads, the layout of existing and proposed plans of lots, and other pertinent data, such plans to be in sufficient detail to permit the preparation by the Authority of detailed plans of the water line extension.

    Applicants for water line extensions shall be furnished a preliminary estimate of extension costs. At the time the estimate is furnished, the Applicant will also be requested to enter into an Engineering and Related Costs Agreement which will cover the conditions under which the extension will be executed. At the time the agreement is executed, the Applicant shall be required to deposit five percent (5%) of the preliminary estimate, $250.00 minimum, cost to cover all preliminary engineering studies, cost estimates, preparation of bid documents, plans, specifications, advertisement, legal fees incurred by the Authority in executing extensions.

124. EXTENSION PROCEDURE: All extensions of water lines will be executed by the Authority, the person or persons requesting the extension to be responsible for the payment of the total cost.

Water line extensions required to service residential, commercial, industrial, or lot plan developments shall be designed by the Authority and shall comply with the following conditions:

a. All extensions shall be located and dedicated streets or on right of ways dedicated for public use. Where required right of ways are not recorded, the Authority shall be provided with a written right of way suitable for recording.

b. All extensions shall be designed in such manner as will permit future extensions thereof with rights of way dedicated therefore whenever applicable.

c. All water lines shall be constructed in complete accordance with Authority's standards and specifications.

d. The owner shall post with the Authority under written agreement, an amount sufficient to pay for the water line extension. The Authority shall, pursuant to State statute, bid said work in the name of the Authority and award the contract for installation to the lowest possible bidder. The Authority reserves the right to require and request a predetermination as to qualifications of any Contractor requesting to bid for said work, and to require evidence by same of any prior experience in work of similar nature. Upon receipt of bids, the Owner/Depositor shall have the right to reject same; however, said rejection will result in re-advertising by the Authority. The Authority does not warrant nor guarantee its cost estimates as defined herein and the Owner is responsible for actual costs regarding said extensions as are defined herein.

e. The contractor shall be required to provide the Authority with performance and payment bonds in the full amount of the work construction cost.

f. The Contractor shall provide the Authority with certificates of insurance in the amounts specified by the Authority.

g. All work shall be inspected on a full-time basis by the Authority's representative, the Owner/Depositor to be responsible for the payment of all inspection costs.

h. The Owner/Depositor shall be responsible for all Authority costs incurred in connecting to the existing Authority facilities.

i. Prior to acceptance of completed facilities, the Contractor shall furnish the Authority with a two-year maintenance bond in the full amount of the completed work.

125. RESPONSIBILITY FOR COST: The entire cost of the water main extension, including the cost of the fire hydrants and other appurtenances and facilities, shall be payable in accordance with the agreement governing the installation.

The cost of a water main extension or installations shall include the following:

a. The cost of all design and/or plan review.

b. The cost of water lines of a size to be determined at the sole discretion of the Authority. In determining the sizing of the water lines, the Authority shall consider the area to be served, the topography, the pressure and volume of water required for service and for fire protection, and the future maintenance and expansion of the system.

c. The cost of connections to the existing main lines, including all costs incurred by the Authority.

d. The cost of all valves, valve boxes, fittings, fire hydrants and all related work, including the testing of the extension.

e. The cost of all hydrostatic tests of all facilities and elimination of leakage and loss of water, of disinfections of all facilities, all bacterial and other tests, and such other items.

f. The cost of all land and right of ways.

g. The cost of all permits and inspection.

h. The payment of the established percentage of total construction costs to defray all legal, engineering, administrative and overhead costs. All costs arising in excess of these percentages must be borne by the Developer. Such costs shall be no less than seventeen percent (17%) of the construction cost.

i. Service extensions and service connections, permits, road restoration fees are not included as a part of main extension costs. They shall be determined and paid as a separate charge.

j. All costs in connection with grading the entire width and length of the right of way, whether public or private, shall be at the expense of the Applicant and shall be completed prior to the start of construction.

The actual cost of items a, f, and h, as set forth above, shall be paid by the person or persons requesting the extension. These costs shall not be less than seventeen percent (17%) of the construction costs.

126. PAYMENT OF COST: The owner shall deposit with the Authority, prior to the execution of any work, a sum of money sufficient to pay the estimated costs of the water main extension, as determined in accordance with the procedures set forth herein, the deposit to be made upon the execution of any agreement between the Authority and the owner. However, the Authority will prepare plans and specifications and will receive bids for the work upon the deposit of five percent (5%) of the estimate of the total cost of the project as set forth earlier herein. No interest shall be paid on any deposit during the time of construction through and until the time the main is accepted into service by the Authority. After said acceptance into service, the Authority shall pay a reasonable rate of interest upon the remaining deposit, if any, until such time as the construction project is closed out by the Authority. At the time said project is closed out, the Authority shall refund the remaining balance together with the interest thereon to the Depositor. The Authority shall establish for each project the rate of interest to be paid on the remaining balance, after acceptance of the main into service as aforesaid.

127. AGREEMENT: The Owner/Depositor shall enter into an agreement with the Authority prior to the execution of any work, the agreement to contain such pertinent conditions as the following:

a. The cost of all work and tests to be borne by the Owner or Developer.

b. The materials and workmanship to be in accordance with the specifications of the Authority.

c. The highways, streets, alleys and lanes in which water main extensions are to be located must be dedicated to public use, the lines and grades thereof established and the rough grading completed. Where a line is located in a private right of way, said right of way shall be dedicated for utility use.

d. The Ownership title to all installations to be conveyed to and vested in the Authority.

e. The Authority to have the right to make further extensions beyond or laterally from the main extensions in said agreement, such extensions not to be considered as connections subject to any refund.

f. The payment of refunds to the Applicant for additional new customers connected to the extension to be subject to such conditions as set forth in the agreement, and to limiting number of years for the payment of refunds. No refunds are to be made unless monies are received from other consumers for the privilege of obtaining service from the extension.

g. Such other related requirements.

128. INSTALLATION SPECIFICATIONS: All water lines shall be installed in accordance with the detailed specifications of the Authority, titled “Installation of Water Lines and Appurtenances,” some of the pertinent requirements being as follows:

    a. The pipe fittings shall be cement-lined ductile iron class 52 minimum or its equivalent with push-on joint ends, all in accordance with the applicable Specifications of the American National Standards Institute and of the class required for the pressure conditions in the area and the installation conditions. The pipe shall not be less than 6-inch in size. Fittings shall be ductile iron and suitable for 250 pound working pressure.

       The service lines 2-inch in size and smaller shall be made of first quality, soft copper tubing, Type “K” in accordance with Federal Specification WWT-799; manufacturer as approved by the Authority.

    b. The valves shall be in accordance with the Specifications of the American Water Works Association and of the same manufacturer as the majority of the valves on the remainder of the comprehensive system, unless otherwise approved.

    c. The fire hydrants shall be in accordance with the Specifications of the American Water Works Association and of the same manufacture as the majority of fire hydrants on the remainder of the comprehensive system, unless otherwise approved.

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

       All service lines and service line connections shall be installed in accordance with the detailed Specifications of the Authority.

       All facilities shall be thoroughly disinfected with a solution of chlorine and thoroughly flushed. Samples of water shall be collected and bacteriological analysis made thereof. If tests are not satisfactory, disinfections and flushing shall be continued until the bacterial tests are satisfactory. The foregoing installation specifications are set forth to apply in case approval is granted to allow work by others than the Authority and/or its representative, such approval to be considered only under extenuating conditions.

SECTION XVI

WATER MAIN EXTENSION – By Authority

129. GENERAL: Water main extensions installed, owned, maintained, and paid for by the Authority, their agents or representatives shall be subject to such tap-in-fees, frontage charges, service connection fees and such other charges than or currently in effect. All other conditions governing water main extensions by the Authority shall be subject to all applicable Rules and Regulations as stated in Section XV.

SECTION XVII

WATER MAIN EXTENSION – By Developer

130. GENERAL: The Developer of the property shall have the right to construct any main extension and/or customer facility lines under the following terms and conditions.

131. DEFINITIONS:

a. Developer shall mean; the actual owner and/or Developer of the property for which the main extension is required.

b. Water service line connection shall mean; the pipe, the 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 premise and specifically included the corporation stop and extending to the point of connection to the curb stop, the curb box and other such facilities.

c. Water service line extension shall mean; the pipes, valves and other facilities by means of which water is conducted from the curb stop to a point on the outlet side of the meter to be located inside the walls of the building or meter pit, if approved, and specifically includes the service line extending from the point of connection at the curb stop to a point inside the walls of the premises or meter box, where approved, a stop cock or compression valve placed immediately ahead of the meter, a pressure reducing valve, connections for the inlet and outlet sides of the meter, a check valve or an Authority approved backflow prevention device, and a stop and waste cock on the outlet side of the meter.

132. INSTALLATION OF WATER LINES:

a. The Developer shall install the water line and all appurtenances (hereinafter sometimes referred to as the “installations”), including plastic marking tape for all mains and service water lines, as shown on the plans. All materials and workmanship shall be in accordance with the current Authority specifications for the construction of water lines. (The “Specifications”)

b. The Developer shall install all installations prior to repaving of the roads in the case of a development, and shall properly backfill all trenches to prevent settlement under all proposed paved roads, and shall comply with all municipal, county and state ordinances, rules and regulations, and other criteria relating to road paving and restoration. No water line shall be installed within the development until all streets and roads in the development have been rough graded to within three inches of finished grade and for the full right-of-way width.

c. The Developer shall apply for and obtain in the name of the Authority any and all necessary highway occupancy permits or similar permits required by any governmental agency and shall fully comply with all terms and conditions thereof.

d. All curb boxes, valve boxes, blow-off assemblies, fire hydrants and other appurtenances shall be accessible and in good working order and operating condition at the expiration of the maintenance period referred to in paragraph c in Section 137 hereof.

133. DEVELOPER’S RESPONSIBILITY FOR COSTS:

a. The developer shall be responsible for all costs in connection with the installation; the term costs shall include but shall not be limited to the following:

1. Cost of all water lines.

2. Cost of connections to existing systems. (The actual connection between the new water line and the existing water line of the Authority will be made by the Authority’s personnel with the Developer’s contractor assisting in the connection. The work consists of cutting into the existing lines, cutting and fitting pieces to the proper length and making all joints in pipe, valves and fittings incident to the

connections. The Developer's contractor shall furnish all power equipment necessary to assist the Authority's personnel.)

3. Cost of all valves, valve boxes, fittings, hydrants, appurtenances, and all other related work.

4. Cost of all rights of way and lands, including acquisition and condemnation costs if any.

5. All engineering, legal, overhead, administrative and other costs incurred by the Authority in connection with the installations, including the cost of the preparation and administration of this agreement.

6. Cost of resident engineering and inspection services required during construction and testing of installations and prior to the release of the financial security furnished for the maintenance of the installations pursuant to paragraph c of Section 137 hereof.

b. The Developer shall deposit with the Authority concurrent with the execution and delivery of this agreement an amount equal to 20% of the estimated cost of construction of the installations (the "deposit"), to secure the Authority for the payment of costs of inspection, engineering, legal, overhead, administrative and other such costs as may be incurred by the Authority in connection with the installations in this agreement. Following the completion of construction for the installations and the Authority's acceptance thereof, the Authority shall hold the balance of the deposit in an interest bearing time account. Interest earned on the investment of the deposit will be credited thereto. Upon the payment in full of all costs incurred by the Authority in connection with the installations and upon the release of the security furnished for the maintenance of the installations pursuant to paragraph c in Section 138 hereof, the Authority shall pay to the Developer the balance, if any, of the deposit or any other funds held by the Authority under the provisions of Section 131.

c. All bills submitted by the Authority to the Developer for costs incurred by the Authority under this Section 131 in excess of the deposit shall be due and payable upon presentation to the Developer, and thirty (30) days thereafter shall bear interest at the maximum rate permitted by law.

134. CONTRACTOR: MATERIALS INSPECTION:

a. The developer shall furnish evidence to the Authority a resume of the contractor's experience, the contract specifications and plans, a cost breakdown and evidence that such contractor carries adequate liability and property damage insurance in amounts of coverage acceptable to the Authority.

b. The Developer shall furnish to the Authority that all materials to be incorporated into the installation comply with the material specifications of the Authority.

c. The Developer shall notify the Authority, in written, forty-eight (48) hours in advance of any construction, to permit the Authority to inspect the work, which inspection may, at the discretion of the Authority, be performed on a full time basis. The Authority shall have the right to require all work to cease and to be discontinued if, in the opinion of the Authority, the work constitutes a danger to the Authority's customers or the work is not being performed in accordance with the specifications, plans, the Authority's rules and regulations, and the terms of the written agreement between the parties, or otherwise in a careful, good and workmanlike manner. Construction shall not start before 8:00 a.m. or continue after 4:30 p.m. shall only take place on weekdays when the Authority's personnel are scheduled for work and construction shall not take place on weekends or holidays.

135. COMPLETION OF THE INSTALLATIONS: RELEASES:

a. The Developer shall complete the acquisition and construction of the installation within 180 calendar days after the work had commences thereon. If the Developer discontinues work on the installations for 30 days or longer for any reason whatsoever, the Authority shall have the right to require an inspection of the installations at the expense of the Developer and to require the performance of additional work necessary to render the installations acceptable to the Authority before permission will be given by the Authority to the Developer to continue work on the installations.

b. Upon completion of construction of the installations, and as a condition to the Authority's acceptance thereof under Section 136 hereof, the Developer shall furnish to the Authority releases, in form and substance satisfactory to the Authority, from the owners of all properties upon which the installations were conducted, if any, releasing the Developer and the Authority from all claims, damages and liabilities arising out of or in connection with the construction for the installations.

136. TITLE TO THE INSTALLATIONS AND ACCEPTANCE BY THE AUTHORITY:

a. Title to the installations constructed pursuant to these rules and regulations including water service line connections and related facilities but excluding water service line connections and related facilities but excluding water service line extensions, shall vest in the Authority immediately upon the Authority's acceptance thereof as provided in Section 136 hereof. The developer shall execute and deliver, or cause to be executed and delivered, such bills of sale, assignments, deeds, conveyances and instruments, including easements, and right-of-way, and to take such other action as is deemed necessary by the Authority to vest title to the installations in the Authority. The Authority shall have the right to extend the installations owned by it and to make any other water line extensions beyond or laterally from the installations without any obligation to provide any refund or reimbursement to the Developer.

137. PLANS AND EASEMENTS:

a. Prior to commencement of the acquisition and construction of the installations, the Developer shall furnish to the Authority five (5) sets of blue-lined prints and one (1) set of reproducible Mylar plans of the approved installations. Upon completion of the installation, the Developer will provide to the Authority such information as the Authority may request concerning the installations. As built plans of all installations will be prepared by the Authority at the expense of the Developer.

b. The Developer shall grant and convey or dedicate to the Authority easements or rights-of-way having a width of a minimum of 20 feet in width for all water lines and appurtenances, title to which is to invest in the Authority under paragraph a of Section 134 hereof, giving the Authority, its successors and assigns, the free and uninterrupted use, liberty and privileges to construct, install and maintain water lines with all necessary connections, appurtenances and related facilities that may be required together with the right of free ingress, egress and regress to and for the Authority, its successors and assigns, at all times hereinafter to enter upon such easements for the purposes of constructing, installing, maintaining, repairing and replacing water lines, appurtenances and related facilities. Where practicable, the Developer shall cause all such easements to be shown on the recorded plan of the development, and if requested by the Authority, the Developer shall revise and re-record such plan in order that all such easements shall be shown thereon. All instruments of conveyance shall be as to form and substance satisfactory to the Authority.

138. ACCEPTANCE OF INSTALLATION, APPLICATIONS FOR SERVICE, ADDITIONAL WORK:

a. After the Developer has fully performed its obligations under these rules and regulations, the Authority shall accept ownership of those installations described in paragraph a of Section 136 hereof and shall so notify the Developer in writing.

b. Upon the acceptance of the installations by the Authority, the Developer, or its successors or assigns, shall submit written applications for water service on forms prescribed by the Authority, which application shall be accompanied by payment of any appropriate fees.

c. After acceptance of the installations and upon receipt of the application for service and payment of the appropriate fees, the Authority shall furnish water service under the terms of the Authority's Rules and Regulations and current tariffs.

d. Upon any written request of the Authority made within eighteen (18) months of the Authority's acceptance of the installations, the Developer will, at its expense, promptly adjust the installations to finish grade and perform such other work as may be requested by the Authority to permit it to properly operate and maintain the installations.

139. FINANCIAL SECURITY: MAINTENANCE:

a. The developer shall furnish to the Authority prior to or contemporaneously with the execution and delivery of the written agreement, the necessary surety bonds, letters of credit or any other type of financial security authorized by Section 4 (B) of the Municipalities Authority Act of 1945, as amended (the "Act"), in an amount equal to 100% of the estimated cost of the installations, all of which financial security shall be in form and substance satisfactory to the Authority and conditioned upon the performance of the installations and the prompt payment of all material furnished and all labor supplied or performed in the construction of the installations.

b. As a condition precedent to the release by the Authority of any security provided under paragraph a, Section 139 hereof, the Developer shall deliver to the Authority a certificate signed by an authorized Developer's representative (hereinafter referred to) setting forth the names of all contractors, subcontractors, material men and other persons who have supplied labor or materials in respect to the installations and stating that all such contractors, subcontractors, material men and other persons have been paid in full. Further the Developer shall provide a Labor and Material Payment Bond to the Authority prior to acceptance of said line.

c. The Developer shall maintain the installations and all other work performed under these rules and regulations in good condition and repair for a period of twenty-four (24) months from the date of the final acceptance of the installations by the Authority through formal action of the Board of the Authority at a regular or special meeting thereof. As security for the performance by the Developer of its obligations under paragraph c, Section 137 and as a condition precedent to the Authority's acceptance of the installations, the Developer shall furnish to the Authority a surety bond, letter of credit or any other type of financial security authority by Section 4 (B) of the Act in an amount equal to 15% of the actual cost of the installations and in form and substance satisfactory to the Authority.

   The Developer shall indemnify the Authority under the terms and conditions set forth in the written agreement therefore.

140. DESIGNATION OF AUTHORIZED REPRESENTATIVE:

a. The Developer, by written certificate filed with the Authority, shall designate a person or persons authorized to act on behalf of the Developer (the "Authorized Developer Representative"). Whenever under the provisions of this agreement or in construction of the installations, the approval of the Developer is required or the Authority is required to take some action at the request of the Developer, such approval or request shall be given for the Developer by the authorized person to rely upon such approval or request.

b. The Developer's right to water service from the installations constructed under the terms of the agreement, and rules and regulations of the Authority, shall at all times be subject to the rates, rules, and regulations of the Authority.

c. Prior to the acceptance of the installations by the Authority, the Developer shall provide to the Authority certified cost records supporting the actual cost of said installations. The purpose of these records will be to determine the value of said installations for Authority accounting purposes and/or to determine the basis for reimbursement to the Developer should the owner of another property not in the development for which the installation were constructed, connect a service line directly into the said facilities extension or installation within ten (10) years of the dedication and acceptance of the extension by the Authority. In that regard, prior to the acceptance of the Authority of the dedication, the Developer and the Authority shall agree in writing as to the method and amount of the reimbursement of the Developer if applicable.

141. REIMBURSEMENT:

Where a Developer constructs or causes to be constructed at its expense any extension of the water system of the Authority shall be made under the following terms and conditions. The Authority shall provide for the reimbursement to the Developer when the owner of another property not under the development for which the

extension or installation was constructed, connects a service line directly into the extension within ten (10) years from the date of the occasion of such extension to the Authority in accordance with the following provisions:

a. Such reimbursement shall be equal to the distribution of each tapping fee collected as a result of subsequent connection.

b. The Authority shall be entitled to deduct from each reimbursement payment an amount equal to 5% which shall be deemed to represent the appropriate charge for administrative expenses and service rendered in reimbursement payment to the Developer entitled thereto.

c. Reimbursement shall be limited to those lines which have not previously been paid for by the Authority.

d. The Authority shall, in the preparation of the necessary reimbursement agreement with the property owner or developer for whose benefit reimbursement will be provided, attach as an exhibit an itemized listing of all water facilities for which reimbursement shall be provided.

e. The total reimbursement to which a property owner or Developer shall be entitled shall not exceed the cost of all labor and material, engineering design charges, the cost of performance and maintenance bonds, Authority review and inspection charges, as well as flushing charges and any and all charges provided in the acceptance and dedication of such facilities by the Authority, less the amount which would be charged to such property owner or Developer based upon the Authority's distribution tapping fees which would be applicable to all lands of the property Owner or Developer served directly or indirectly by such extensions or installations that the property Owner or Developer did not fund.

f. The Authority shall notify by certified mail, to its last known address, Developer for whose benefit such reimbursement shall apply within thirty (30) days of the Authority's receipt of any such reimbursement payment. In the event that the Developer has not claimed reimbursement payment within one hundred twenty (120) days of the mailing of the notice, the payment shall revert to and become the sole property of the Authority with no further obligation on the part of the Authority to refund payment to the Developer.

SECTION XVIII
AVAILABILITY – RULES AND REGULATIONS

142. AVAILABILITY – RULES AND REGULATIONS:

Copies of these Rules and Regulations Governing Water Service may be obtained at the office of the Authority for $25.00 per copy. Copies are available for review at the office of the Authority at all times during regular working hours.

Single copies of Rules and Regulations – Water Main Extensions and Schedule of Rates and Charges are available at no cost. The conditions in the Rules and Regulations – Water Main Extensions are the same as those in Sections XV and XVI – Water Main Extensions of the Rules and Regulations Governing Water Service, the separate publications being prepared for the convenience of the public, relating to a phase of operation that is constantly of interest and being applicable to all new work as related to water main extensions.

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REVISIONS TO RULES AND REGULATIONS

1. Resolution #88-9 – enacted 9-21-88

   Changed Paragraph 125 item b to reflect that the Authority shall determine the size of all water line extensions.

2. Resolution #90-E – enacted 3-21-90

   Revised Paragraph 126 to reflect that the Authority will pay a reasonable rate of interest upon the remaining main extension deposit, if any, until the construction project is closed out by the Authority.

3. The following changes were approved at the December 1995 Board of Directors meeting.

   Paragraphs 22 and 41 – added “a pressure reducing valve as required, an Authority approved backflow prevention device.”

   Paragraphs 51 and 58 and 131 item c – removed the words “check valve” and added “Authority approved backflow prevention device”.

4. Resolution #021 – enacted 7-1-2002

   Added Section VII – Notification to Property Owners – Delinquent Tenant Accounts.

5. The following addition was approved at the August 2019 Board of Directors meeting.

   Paragraph 93 – added item k.