

NEWPORT BOROUGH WATER AUTHORITY  
RULES AND REGULATIONS

SECTION 1 - DEFINITIONS

- 1.1 Authority - The word "Authority" as used herein, shall mean the Newport Borough Water Authority acting through its properly authorized officers, agents or employees when and only when acting within the scope of the duties entrusted to them.
- 1.2 Owner - The word "Owner" as used herein, means the person, firm, partnership, corporation or association having an interest as Owner, whether legal or equitable, sole or partial, in any premises which is or is about to be supplied with water by the Authority.
- 1.3 Tenant - The word "Tenant" as used herein, means anyone, not an Owner, occupying premises and obtaining water from the mains of the Authority.
- 1.4 Consumer - The word "Consumer" wherever used herein, means the Owner or Tenant as above defined, contracting for the use of water service for premises as hereinafter limited and classified:
  - (a) A building under one roof owned or leased by one party and occupied for one residence or one business.
  - (b) A combination of buildings owned or leased by one party and occupied for one residence or one business.
  - (c) One side of a double house having a solid partition wall.
  - (d) Each side or part of a building where a building is occupied by more than one family or more than one business shall be a separate unit, even though water may be secured from a common supply pipe entering the building.
  - (e) Each apartment, office or suite of offices located in a building having several such apartments, offices or suites or suites of offices, except that the Owner of any apartment house or building for which NBWA may allow for individual billing for tenants, become responsible for all water used on the premises in which case such Owner shall be considered as the Consumer.
  - (f) Any group of dwelling units commonly known as trailers or other types of dwelling units not intended to be permanently affixed to the land within a definable area wherein the legal title to all of the land is held by one Owner and may be charged to the Owner with the consent of the Authority.
  - (g) Any trailer.
  - (h) Any person, group of persons, firm or corporation, private or public, who contracts for a supply of water for any use on any property or properties with the consent of the Authority and not hereinabove specifically classified.

- 1.5 Property – real property or premises which is or is about to be supplied with water by the Authority.
- 1.6 Connection Fee - The cost to activate or install a physical connection from the Authority water main to the curb stop/valve.
- 1.7 Tapping Fee - A fee charged to each new Consumer for capacity related facilities.
- 1.8 Backflow Preventer - A device to prevent water or other substances contained in the water from flowing back into the Authority’s system.
- 1.9 Curb Stop/Valve - A buried valve placed on a service line, usually located near the property line. A curb/valve box is used to access the Curb Stop/Valve. The Curb Stop is the responsibility of the Consumer. See Rules and Regulation 5.7.
- 1.10 Commercial Water Hauler: A person or entity delivering water to a retail Consumer not connected to an Authority Service Line.
- 1.11 Standards and Specifications – as defined in Appendix A.
- 1.12 Standby Water Service - Water service that is provided by the Authority as a backup to the customer's regular private water service or that is only intended for emergency use.
- 1.13 “Equivalent Dwelling Unit” (EDU) shall mean the unit of measure of the standard water consumption outlined in Act 57 of 2003 as amended of 65 gallons per capita multiplied by the number of people per dwelling unit based upon census. For purposes of these rules and regulations, an EDU shall be defined as 160 gallons per day. This number may change depending on current census data.

## SECTION 2 - APPLICATIONS FOR WATER SERVICE

- 2.1 Application Forms for New Water Service for New Water Service Connections
  - (a) Any property Owner desiring the connection of a service or lines to their premises must make a written application on the form furnished by the Authority giving all information required, at least thirty (30) days before service is required, which application must be approved by the Authority or its duly authorized agent before the water will be supplied.
  - (b) The applicant shall coordinate with Authority Employees regarding the time when the trench from the curb box or valve box to the property will be ready by Owner for making the connection. Only the Authority, its employees or designees may make the connection and tap any main.

(c) The application must be signed by the Owner, or his duly authorized agent, which application shall, together with these Rules and Regulations, regulate and control water service to the premises. The application shall be binding upon the heirs and assigns of the Owner.

(d) Any applicant desiring standby service shall so state on the application form.

(e) The application will not be approved until the Authority receives payment of the appropriate service connection fee, tapping fee, and other charges stipulated by the Authority in a duly adopted schedule of charges or herein unless other arrangements have been authorized by the Authority.

(f) Separate water service applications shall be made for:

- (1) Each Consumer as defined in Section 1.4;
- (2) Each fire service connection, whether public or private; or
- (3) Such other cases as the Authority shall deem proper and advisable.

## 2.2 Deposits

(a) The Authority may require a deposit from a Consumer for reasons set forth in these Rules & Regulations. This deposit will be kept for a period of twelve (12) months. All deposits shall be refunded with no accrued interest upon payment, without default, of any and all charges for this period.

(b) The Authority may require a deposit with the application of an amount equal to the minimum charge for the type of service proposed to be rendered for one year.

(c) The Authority may require a deposit before the resumption of service after termination for any violation of these Rules and Regulations. Such deposit shall be equal to the estimated water bill of twelve (12) consecutive billing periods.

(d) Any Consumer having a deposit shall pay bills for water service as rendered in accordance with these Rules and Regulations and the deposit shall not be considered as payment on account of a bill during the time the Consumer is receiving water service.

## 2.3 Past Due Charges

No application for service will be approved by the Authority or its agents until all arrearages and past due charges accrued on said property shall have been paid or satisfactory arrangements made in regard thereto.

2.4 Rules and Regulations

All water service shall be subject to all the lawful rules and regulations of the Authority at the time of application and as thereafter amended or added to.

2.5 Temporary Discontinuance of Service

The Owner is responsible to notify the Authority in writing at least fourteen (14) days in advance if discontinuance of service is desired and until receipt of such notice in writing. There will be a service charge to turn water service off and on as defined in the Schedule of Charges.

The Consumer/Owner shall still be responsible for and pay the minimum monthly usage fee regardless of the service being disconnected and there be no water consumption at the property.

2.6 Changes in Tenancy or Ownership

A new application for service shall be made to and approved by the Authority or its duly authorized agent upon any change in Ownership of the property or for any change in service from that described in the original application for the Property and the Authority shall have the right to discontinue service upon five (5) days notice until such new application has been made and approved.

2.7 A new application shall be submitted each time there is a change in Ownership or Consumer identity at a premises.

SECTION 3 - TEMPORARY AND STANDBY USES OTHER THAN FIRE SERVICE

3.1 Water service may be provided on a temporary basis for special conditions that do not fall under the classification of permanent or standby service. Each application received by the Authority shall be reviewed on an individual basis and service shall be at the discretion of the Authority.

3.2 Applicants for temporary use of water shall submit an application form provided by the Authority to the Authority. A temporary use fee in the amount specified by the Schedule of Charges shall be made in conjunction with the application.

3.3 The applicant shall pay for all costs of the installation and dismantling of the Authority's service connections.

3.4 Temporary water service will be metered, by the Authority. The Authority will provide installation and removal of the meter, the costs of which shall be paid by the applicant according to the Schedule of Charges.

3.5 If water is used where a meter is not installed, the Authority shall determine the charge for water service, from the date of initial use to the date of meter installation or termination of use.

## SECTION 4 - LIABILITY FOR DAMAGE

### 4.1 Damages

The Authority shall not be liable in any way for any damage or damages caused by breakage or leakage arising in any way in connection with the supply of water or for the failure of the supply or the freezing or deterioration of pipes and fixtures of the Authority.

## SECTION 5 - CONNECTIONS

### 5.1 Definition of Connection

Upon approval of the application by any property Owner and the payment of connection charges, the Authority will tap the main, insert a corporation valve, carry a service pipe to the curb and install a curb valve and curb box. The Authority may specify certain types of materials whose specifications may be given by the Authority from the curb stop to any building and in the event such specifications are not satisfactory to the Consumer a meter pit shall be supplied in accordance with the Standards and Specifications Section of these Regulations at the edge of the property where a water meter can be placed and read at reasonable times.

### 5.2 Rights-of-Way for Connections

Service lines will not be installed or allowed when any portion of the service line pass over or through premises which at the time may be the property of persons other than the Owner of the premises to be supplied unless the Owner of the premises furnishes to the Authority a copy of a satisfactory right-of-way agreement across said premises, suitable for recordation at the expense of the Owner. The Authority reserves the right to reject any and all right-of-way agreements.

### 5.3 Service Lines

Service lines beyond the Curb Stop/Valve shall be installed and maintained by and at the expense of the Consumer and shall be of a size and quality approved by the Authority. It shall be laid in accordance with the Standards and Specifications of these Rules and Regulations and shall not be covered until the connection on the main is made and service line tested. All plumbing connections shall be able to withstand a pressure of at least 150 pounds per square inch. Control of water supply by the Consumer shall be in accordance with the Standards and Specifications of these Regulations, located immediately inside the building wall in a location as to prevent freezing.

(a) Authority Responsibility - The Authority is responsible for service and maintenance between the water main and the Curb Stop/Valve.

(b) Owner's Responsibility - The Owner is responsible for all water lines, valves and appurtenances beyond the Authority Curb Stop/Valve to the meter, including the meter, or to the building, if a meter pit/vault is required. Owner shall notify the Authority immediately upon identification of any damage to Curb Stop or if the Curb Stop is missing.

5.4 Size of Connection

No new individual service connection for a single Consumer residence shall be made whereby any Consumer shall have a supply capacity exceeding that of a single one inch (1") nominal pipe size connection at the water main without special approval by the Authority.

5.5 Private Connections

The Authority will not make service connections on a "Private" water main. The Consumer or Owner must arrange for installation of these "Private" connections.

5.6 Access to Curb Stops and Valves

Authority personnel must have access to all Curb Stops/Valves for the purpose of controlling water service to any Consumer. This includes any Curb Stop/Valve located in the public right-of-way or on Private property. Owner or Consumer is responsible for providing this access and any costs associated with the Authority requiring or obtaining access.

5.7 Responsibility for Curb Stops or Valves

Owner or Consumer is responsible for maintaining and repairing the Curb Stop/Valve. Should the Authority be required to repair or replace the Curb Stop/Valve or clean out the Curb Stop/Valve, the Owner or Consumer shall pay for all costs associated with the Authority performing such work.

5.8 Consumer's Service Lines

(a) The Consumer's service line, beyond the Authority's service line, shall be installed and maintained by the Consumer at his expense.

(b) The Consumer's service line shall be installed as a continuous length of pipe, and shall meet Authority standards and specifications, as contained in Appendix A.

(c) The Consumer's service line shall be laid as per the Authority's Standards and Specifications.

(d) The service line trench shall not be backfilled until the Authority's service line is installed and both service lines are tested. If any defects are found in the

Consumer's service line, water service will not be furnished until such defects are remedied in accordance with the Authority's standards and specifications.

(e) A separate stop or valve shall be installed by the Consumer immediately inside the basement wall between the basement wall and the meter.

(f) The applicant shall also furnish and install a meter setting device at a location approved by the Authority. The applicant shall furnish and install a stop or valve immediately after the meter to prevent plumbing drainage when the meter is removed.

(g) If the Authority, Owner, or Consumer deems the service line pressure excessive by, it shall be the responsibility of the Consumer to install a pressure regulator at his expense.

(h) Although service line pressure at times may be lower than desired by Consumer, the Authority shall be under no obligation to increase pressure by pumping or other means unless required by state or federal laws.

(i) The Consumer shall keep their service line in good condition and free from leaks under penalty of service discontinuance.

(j) The Consumer shall pay all costs for relocating or changing their service line from the curb stop to the meter location.

(k) Installation of all new or replaced Consumer service lines shall comply with the Authority's standards and specifications and be subject to the Authority's inspection and approval. Consumer shall be responsible for costs associated with exposing pipe for inspection and compliance with Authority's standards and specifications.

(l) If the Authority is required to renew, replace, or improve its water service line, and the Consumer's service line does not meet the Authority's standards and specifications, the Authority may issue notice to the Consumer to renew his service line coincident with the Authority's service line renewal.

#### 5.9 Two Or More Consumers On Same Service

(a) A separate connection, service line and meter shall be provided for each Consumer, except that the Authority may by special action in the cases of apartment houses, trailer courts, commercial buildings and shopping centers, authorize a single connection to be connected to a yoke on which separate meters are provided for each Consumer as herein defined.

- (b) The Authority may, by special action, allow more than one Consumer or Tenant to consume water through a single meter. Where more than one Consumer or Tenant consumes water through a single meter, the application for the meter shall be made by the property Owner and billing shall be made to the property Owner on such rates as shall be currently authorized by the Authority.
- (c) No Consumer of any premises shall furnish Authority water to other persons or premises or Properties without written Authority approval.
- (d) Historically, some multiple Consumers have been supplied from the same service line. Any violation of these Rules and Regulations by any of said Consumers shall be deemed a violation by all, and the Authority may take action against the group of Consumers as if they were a single Consumer. However, such action will not be taken until an innocent Consumer is given the opportunity to install a separate service connection in compliance with Authority's standards and specifications.
- (e) Where the premises are used both as a place of business and as a residence, or multiple residences or multiple businesses or any combination, charges shall be imposed separately for each Consumer units. All charges shall apply even though no separate service valve or valve box is provided for each Consumer unit.

## SECTION 6 - COMMERCIAL WATER HAULERS

- 6.1 Any Commercial Water Hauler or Re-Seller desiring service as a commercial water hauler shall submit a written-application to the Authority.
- 6.2 The Commercial Water Hauler or Re-Seller shall use the Authority's approved and DEP approved loading station.

## SECTION 7 - FORBIDDEN PRACTICES

- 7.1 Control of Curb Stop/Valve  
No person other than the Authority, its agents, servants or employees shall open, close, operate or otherwise meddle or tamper with any Curb Stop/Valve.
- 7.2 Location of Service Line  
No water line shall be laid in the same ditch or trench with any gas pipe, sewer pipe, or any other facility of a public service company nor within three (3) feet of any open excavation, conduit or vault.

### 7.3 Back Flow

(a) No Consumer shall allow any condition to exist upon premises served whereby there exists, or in the opinion of the Authority, could exist a back flow into the water mains of the Authority of a non-potable material, hot or other liquids or any leakage or seepage of such into said main pipe.

(b) When, in the opinion of the Authority, commercial facilities operated within a Consumer's premises present a potential cross-connection of non-potable water with the Authority's water system, the Authority reserves the right to require the Consumer to install an A.S.S.E. approved backflow prevention device. The back-flow prevention device shall comply with the Authority's standards and specifications. Residential Consumers may install a non A.S.S.E. backflow prevention device required to comply with other sections of these regulations.

(c) The costs of furnishing and installing any backflow prevention device shall be borne by the Consumer, who shall also be responsible for testing and maintaining such devices. The A.S.S.E. backflow prevention devices must be tested at least once every 12 months and a certified test report must be furnished to the Authority at the Consumer's expense. Failure to comply with requirements may result in fines according to the Schedule of Charges or discontinuance of service.

(d) Examples of facilities that may require backflow preventers include but are not limited to funeral parlors, beauty salons, laundromats, , and premises located in the flood zone, etc.

### 7.4 Return of Water to Authority Mains

The return of water to the Authority's system from non-contact equipment (e.g., heat pumps) or any other type of equipment is prohibited.

### 7.5 Sewers

Connections to sewers and sewer flushing chambers are prohibited.

### 7.6 Application Misstatements

Service may be discontinued for any misstatement of fact or falsification by the Consumer or a violation of any rule or regulation of the Authority now in effect or hereafter lawfully enacted.

### 7.7 Waste

Waste of water for any reason is forbidden. A Consumer wasting water may have service terminated. Depending on the severity of the leak, a Consumer may be allowed a maximum of ten (10) days after receiving notification from the

Authority to have leaks repaired on service lines. The Authority reserves the right to turn any water off if it poses a risk to the public or property.

7.8 Water Cooled and Processing Equipment

It is recommended that the water be recycled when using, but not limited to, the following: Processing & Water Cooled Equipment, Commercial Car Washes and ornamental water uses such as Fountains or Artificial Water Falls.

7.9 Service to Third Parties

No Consumer or any premises receiving water service shall be allowed to supply water to other persons or other premises except by written permit of the Authority. Consumers who violate this rule will have water discontinuance procedures and fines initiated against them according to the Schedule of Charges. Water service, after being turned off, will remain off until the Rules and Regulations are satisfied and all fines paid.

7.10 NON-PERMISSIBLE CONNECTIONS. The following connections are prohibited:

- (a) Connection to any water source, other than the Authority water System, except as allowed as a standby service connection with backflow prevention.
- (b) Any device that may cause water hammer.
- (c) An unprotected connection to a booster pump, boiler plant, or boiler pump.
- (d) No direct connection of potable water to any other non-potable water piping is allowed, commonly referred to a "cross connection". Where a cross connection is possible, or necessary, appropriate protections shall be installed per the Standards and Specifications.

## SECTION 8 - METERS

8.1 Water Use

Water service shall be metered and the quantity of water supplied as recorded by the meter shall be conclusive on both the Consumer and the Authority except when the meter has been found by the Authority to be registering inaccurately or has ceased to register. In such case, the quantity may be determined by the average registration of the meter when last functioning.

## 8.2 Payment for Meters

The Consumer is responsible for the costs associated with the meter, connections and installation (if authority installed) according to the Schedule of Charges.

## 8.3 Meter Tampering

Despite the fact that the charge for connection to the system of the Authority shall include among other things the cost of the meter, all meters shall be furnished by and shall remain the property of the Authority and no person other than an authorized agent or employee of the Authority shall at any time repair, adjust, remove, replace, interface with or tamper in any way with any meter or do any act to limit or interfere with the regular operation thereof.

## 8.4 Location of Meter

- (a) The Consumer shall provide a location suitable to the Authority for the meter and shall provide adequate protection for the meter from the extremes of heat and cold, accidents and other contingencies. The Authority will make the final decision as to where the meter will be installed.
- (b) All Consumers are required to have an isolation ball valve on each side of the meter. Additionally, the Consumer shall locate meter(s) horizontally at places on or upon their property readily accessible to the personnel of the Authority during normal business hours of the day for the purpose of reading or repairs. If in the opinion of the personnel of the Authority, any Consumer shall have or may in the future locate a meter at a point or position not normally open during usual business hours or not accessible to the meter readers, the Authority may require the Consumer to install the meter/s in an outdoor pit. All such meter pit installations shall be in accordance with these Regulations and the Standards and Specifications, and shall be at the cost of the Consumer.
- (c) The installation of meters in a crawl space is prohibited. Meters are required to be installed within the dwelling in a heated area approved by the Authority or installed in a meter pit/vault.
- (d) For industrial or commercial Consumers, meter(s) must be installed within the building(s) in a heated mechanical room or in a meter pit/vault in accordance with these Rules and Regulations.

## 8.5 Damage to Meters

The Consumer shall pay for damage to meters caused by freezing, by hot water or any external action, including any costs of a replacement meter or repairs to the meter including costs of labor pursuant to the Schedule of Charges.

#### 8.6 Access to Meters

The Consumer shall provide access to the meter for the authorized agents, servants and employees of the Authority at all reasonable times to replace, inspect, test, repair and read the meter, and service may be discontinued to any Consumer who refuses or persistently neglects to arrange for such access.

#### 8.7 Meter Pits/Vaults

(a) In cases where it is not practical to place a meter within a building, a meter pit/vault shall be built a maximum of 5' inside the property lines by the Consumer unless a special exception is granted by the Authority. Meter pits/vault shall not be installed in driveways or sidewalks. The size and specifications of the pit/vault shall be approved by the Authority, and adequate access shall be given to the meter to allow its installation; reading; repairs or removal.

(b) To provide service to multiple buildings or units via a "Private" water main, a single meter located within a meter pit/vault must be built inside the property lines of the Consumer at their expense as set forth herein. The Authority shall approve the size and specifications of the pit/vault prior to its construction. The Authority reserves the right to require a meter pit/vault in other cases such as deemed in the Authority's best interest.

(c) Multiple meters will not be approved for multiple buildings or units that are connected to a water main that is not owned by the Authority.

#### 8.8 Meter Testing

(a) The Authority may test or replace a Consumer meter at any time after notification by Consumer.

(b) After a written request and deposit, according to the Schedule of Charges is received, the Authority will provide for the testing of the accuracy of a Consumer's meter according to industry standards. If the meter accuracy is considered accurate by AWWA Standards then the deposit will be retained. If the meter accuracy not considered accurate in accordance by AWWA Standards, the meter will be repaired or replaced at Authority expense, and the deposit will be returned.

(c) If a meter is found to be inaccurate, an adjustment will be made for the current billing period based on test results or on the recorded consumption for the same billing period during the prior year. If there is evidence to establish the date of inaccuracy, the adjustment will be made from that date, but not to exceed a period of 12 months from meter test date.

### SECTION 9 - DISCONTINUANCE OF WATER SERVICES

#### 9.1 Service Disruptions

The Authority will use reasonable means to provide the Consumer with an adequate supply of potable water. The Authority shall not be liable for a

deficiency in or failure of the supply when occasioned by an authorized shutting off of the water because of repairs, additions, betterments, an act of God, or from any other cause beyond the control of the Authority.

## 9.2 Termination of Service

Water service may be terminated after ten (10) days notice for any of the following reasons and a shut off and turn on charge by these regulations must be paid before water service will be restored:

- (a) Any misrepresentation in an application.
- (b) Any violation of the rules and regulations of the Authority.
- (c) Willful or indifferent waste of water due to any cause.
- (d) Using water for a purpose other than as authorized under the application.
- (e) Non-payment of any sum due to the Authority, for water service or any other charge for more than ten (10) days after the same becomes due, whether the sum due is for the premise having its water shut off or another premise owned by the Consumer.
- (f) Molesting, vandalizing, neglecting, or tampering with any service pipe, meter, curb stop, seal or any other appliance of the Authority controlling or regulating the water supply.
- (g) For making, or refusing to sever 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.
- (h) For failure to protect from injury or damage the meter and connection, or for failure to protect and properly maintain the service pipe or fixtures on the property of the Consumer.
- (i) For failure to provide the Authority's employees free and reasonable access to the premises supplied or for obstructing the way of ingress to the meter or other appliances controlling or regulating the Consumer's water supply.
- (j) For failure to install a required Backflow Preventer Device.
- (k) Vacancy of the premises.
- (l) Failure to maintain, in good order, connections, service lines, backflow preventers, or other fixtures for which the Consumer is responsible.
- (m) Refusal to conserve water during periods of advertised restricted supply.
- (n) For any other reason authorized by law.

## 9.3 Payment of Water Bill

(a) In the event that service could be or may be discontinued for any of the reasons set forth in these Rules and Regulations and the Consumer to whom service could or may be discontinued shall make application for water service at a new or different location, service may be refused by the Authority unless or until there shall be placed on deposit with the Authority a sum equal to the estimated billing by the Authority for 12 months of a year, which said sum

shall remain on deposit with the Authority as a guarantee of compliance with the Rules and Regulations of the Authority for a period of two years. If at the expiration of two years, the Consumer shall have committed no act which might cause discontinuance under the provisions of these Rules and Regulations, then said deposit shall be refunded to the depositor without interest. If any applicant for service shall become aggrieved by the requirement for a deposit insuring compliance with these Rules and Regulations, they may present their application for an immediate refund at the next succeeding meeting of the Authority when the matter will be reviewed by the Authority whose determination shall be final.

(b) If a Consumer shall become delinquent in the payment of water charges at a previous location subsequent to receiving services at a new location, they shall immediately be notified by mail.

#### 9.4 Turn On

When the service has been restored to a Property, the Consumer or Owner shall be present when the Authority personnel turns on water service to the Property.

#### 9.5 9.5 Requirements for Abandonment of Water Service

In the event of the destruction or removal of an improvement on a property, water service to a property may be abandoned to prevent further water charges from the Authority.

- (a) Permits: The Consumer shall make an application for water service indicating "removal" from the Authority's water system. The Consumer shall provide a copy of other approved permits such as demolition, highway occupancy, etc. to the Authority.
- (b) Abandonment: Existing water services extended to the property shall be abandoned according to the procedures below. In the event that conditions will not allow abandonment according to specified procedures, an alternate method of abandonment may be allowed on a case-by-case basis. No abandonment shall occur until the methods for water service abandonment shall be approved in writing by the Authority and the Building & Inspection office of the municipality and the appropriate fee has been paid to the Authority.
- (c) Insurance: The Consumer desiring to perform the abandonment shall have at least \$500,000 personal injury and property damage insurance, or require the same for the entity performing the service abandonment.
- (d) Preliminary Work: Prior to abandonment of the water service, the Authority will remove the water meter and shut-off the service at the curb box valve. The Consumer will contact the PA One Call (811) to have underground utilities marked at the location.
- (e) Abandonment: Prior to any demolition work, the water service shall be exposed on private property at a point near the curb/ edge of pavement property line, cut-off and sealed at the location defined below. Abandonment shall include all required compacted backfill

and restoration of grounds, sidewalk, pavement, or other features to match surrounding conditions.

- If the Consumer intends to have a structure at the location at a future date, the Authority will allow abandonment at the curb/ edge of pavement if the water service is constructed of Type K copper and determined to be structurally sound and non-leaking as determined by the Authority.
  - If no structure is intended for the property in the next two years or has a service pipe other than Type K copper, abandonment shall take place at the corp stop at the water main.
- (f) Inspection: The Consumer shall pay the Authority a fee for inspection for the proper performance of the abandonment work. Such fees are included in the Authority's schedule of fees.
- (g) Reuse: A Consumer may re-use previously abandoned water service, provided:
- The service pipe at the water main is Type K copper material for service sizes up to and including 2". All services of galvanized pipe or other materials shall be abandoned at the corp stop at the water main without reuse.
  - When required, installation of the new service shall be installed per the requirements of the Authority; material shall be Type K copper for service sizes up to and including 2" unless an alternative material is approved by the Authority.
- (h) If the Consumer wishes to reconnect the property to the Authority's system, the Consumer shall be responsible for paying a new connection, tapping, and any other fees that any new Consumer is required to pay pursuant to these Rules and Regulations.
- (i) Nothing in this section is to contradict Newport Borough's mandatory connection ordinance and all improved properties within the borough are required to maintain their connection and pay the monthly usage fee as set forth the Authority's Schedule of Rates.

## SECTION 10 - FIRE HYDRANTS AND SPRINKLER SYSTEMS

### 10.1 Types of Fire Service

(a) Public Fire Hydrant Service - Public fire hydrant service shall be construed to mean hydrant service in Public Rights-of-Ways in any municipality served by the Authority whether in the Borough of Newport or in designated areas of townships to which mains of the Authority have already been extended. However, the Authority shall have specially approved the extension of fire service and proper provisions shall have been made in the manner provided by law for

the payment of charges by the properly constituted governmental bodies.

(b) Private Fire Hydrant Service - Private fire hydrant service shall be construed to mean such fire hydrant service as shall be specially authorized by the Authority for a Consumer and intended solely for the protection of a designated premise from fire, and to be used only for fire protection.

(c) Sprinkler Service - Sprinkler service means any recognized system for the protection of buildings from fire and/or the safety of personnel by the use of water which shall have been approved by the Authority.

#### 10.2 Ownership of Fire Hydrants

All fire hydrants installed in the Authority's system shall be deemed to be owned by the Authority. The Authority shall specify the type of fire hydrant to be installed and shall inspect fire hydrants upon installation. Fire hydrants shall be installed at approved locations that have been selected by the various municipalities in the Authority's service area with due consideration being given to local firefighting authority(s) and requirements of insurance underwriters. Owners of "PRIVATE" fire hydrants are responsible to keep said hydrant(s) free from obstructions, debris and snow so they are accessible at all times.

#### 10.3 Operating of Fire Hydrants

(a) No person except regularly appointed and authorized firemen on duty or duly authorized agents, servants or employees of the Authority shall open, close, meddle or tamper with any fire hydrant unless specially authorized by the Authority.

(b) The Authority is not liable for inoperable Fire Hydrants. Landowner shall maintain access to the Fire Hydrant.

#### 10.4 Contractor's Use of Fire Hydrants

The Authority may install meters on fire hydrants for use by contractors; the use of which shall not in any way interfere with the use of the hydrants for fire protection. The hydrants shall be opened and closed only by Authority personnel and the contractor shall pay in advance for water and expenses to be incurred by the Authority and the contractor shall be responsible for all damage arising from said usage.

#### 10.5 Applications for Public Fire Hydrants

Public fire hydrant service will be furnished only upon application from the duly authorized municipal officers, and upon payment of the charges in the current fee schedule. The entire cost of fire hydrant installation shall be paid by the developer or applicant. Applications will only be approved by the Authority if and when in the opinion of the Authority, such service can be made available. The Authority may refuse with or without reason given, the granting of fire hydrant service. If in the opinion of the Authority its mains are insufficient to provide such service; there is not sufficient need for such service; if the proposed service is outside the

territory which the Authority is authorized to service; or, for any other valid reason.

#### 10.6 Use of Fire Service Facilities

(a) Other than for uses by the Authority and its employees and personnel, no fire hydrant or private fire service shall be used for any purpose other than extinguishing fires.

(b) Any municipality, fire company, or Consumer desiring to test hydrants, fire service lines or conduct training shall notify the Authority at least ten (10) working days in advance of the scheduled test. The conduct of such tests shall be subject to Authority approval. Requests to use hydrants for non-emergency uses shall be submitted in writing to Authority. Authority reserves the right to deny or reschedule the non-emergency use of hydrants based upon the available supply of water and other system delivery issues being experienced at time of request.

#### 10.7 Applications for Private Fire Hydrants

Private fire hydrant service will be furnished only upon application from the Consumer, and upon payment of the charges. The entire cost of fire hydrant installation shall be paid by the developer or applicant. Applications will only be approved by the Authority if and when in the opinion of the Authority, such service can be made available. The Authority may refuse with or without reason given, the granting of fire hydrant service as described in Section 10.4 for Public Fire Hydrants.

#### 10.8 Provision of Sprinkler System Service

Sprinkler service may be provided by the Authority only for the protection of buildings or the safety of persons from fire. Such service may be provided only upon application of a Consumer, duly approved by the Authority and upon entry into a separate contract or agreement between the Consumer and the Authority on terms and conditions acceptable to the Authority. An application for such service will only be approved by the Authority when it determines, in its sole discretion, that such service can be made available. The Authority reserves the right to specify, or limit water flow to such system

#### 10.9 Sprinkler System Service for Residential Buildings Up To and Including Four Stories in Height, One and Two Family Residences and Manufactured Homes.

Sprinkler system service may be provided by the Authority for residential buildings up to and including four stories in height, one and two family residences and manufactured homes, provided the sprinkler systems installed therein are in compliance with the applicable standards of the Pennsylvania Construction Code Act and any model codes, rules and regulations adopted thereto or incorporated therein, to include the International Building Code (IBC), to include the standards of the National Fire Protection Association (NFPA), set forth in NFPA 13, NFPA 13D

and NFPA 13R incorporated therein, as amended or revised, or other applicable standards adopted by the Commonwealth of Pennsylvania, the Borough of Newport and the Townships of Oliver and Howe, as amended or revised, and, further, the Consumer provides proof satisfactory to the Authority that the sprinkler systems have been inspected and approved by the applicable code enforcement agency.

10.10 Sprinkler System Service for Commercial and Residential Limited Area Sprinkler System

Sprinkler system service may be provided by the Authority for limited area sprinkler systems in commercial and residential buildings, provided the sprinkler systems installed therein are in compliance with the applicable standards of Pennsylvania Construction Code Act and any model codes, rules and regulations adopted thereto or incorporated therein, to include the International Building Code (IBC), to include the standards of the National Fire Protection Association (NFPA), set forth in NFPA 13, NFPA 13D and NFPA 13R incorporated therein, as amended or revised, or other applicable standards adopted by the Commonwealth of Pennsylvania, the Borough of Newport and the Townships of Oliver and Howe, as amended or revised, and, further, the Consumer provided proof satisfactory to the Authority that the sprinkler systems have been inspected and approved by the applicable code enforcement agency.

10.11 A backflow preventer, approved by the Authority shall be installed on each limited area sprinkler system in any one of the enclosed areas.

10.12 Other Sprinkler System Service

Except as set forth above, sprinkler system service shall be provided through a line dedicated only for fire service. This line is to be completely separate from the domestic service line, from the property line to the building, unless an exception is granted by the Authority or the building code provides for differently. It is required that where any service is rendered by the Authority for the protection against fire or for the safety of persons, the installation of service shall be in accordance with the Specifications and Standards of the Authority.

10.13 Use of Sprinklers

Fire protection is a standby service and charges made therefore are standby charges and do not represent charges for actual use of water. In addition to the standby charges, all water metered through a sprinkler service line meter or detector check by-pass meter will be billed at the current rates of the Authority for water consumed.

10.14 Liability of Authority

It is expressly understood that in authorizing and connecting any form of fire service, the Authority does not assume any liability as an insurer of persons or property and does not guarantee any particular service, pressure, capacity or

facility other than the ordinary and changing conditions as may exist from day to day. The Consumer by the application releases the Authority from any and all claims for injuries to persons or property by reason of fire, water, failure of supply, pressure or capacity, unless occasioned by the negligence of the Authority, its agents, servants or employees.

## SECTION 11 - MAIN EXTENSIONS

### 11.1 Extension Rules

For the purpose of this rule:

(a) The decisions and approvals required in this Article are administered solely by the Authority. The Borough and adjoining Townships have no responsibility for Extension of Service, except at the direction of the Authority.

(b) Any Consumer may elect, subject to the approval by the Authority, to construct any extension under the supervision of the Authority, its agents, servants, and employees and to the Specifications and Standards of the Authority. Such construction shall be, in whole or in part, at the cost and expense of said Consumer, provided that at the time of making application, the Consumer shall specify in writing, attached to the application that part or portion of the work so to be done by the Consumer.

(c) The Authority will establish costs relating to the inspection of all water main, service line and fire hydrant installations. These costs will be based on the hourly labor costs of the Authority. Further, a written estimate of the cost of any work to be done by the Authority, including the inspection costs, shall be given to the Consumer, and the Consumer shall place on deposit in escrow with the Authority an equivalent sum of money to guarantee payment thereof before any work shall be commenced on said extension by the Authority. These fees shall be paid by the Consumer prior to any work commencing on said installation. Escrow deposits will not earn interest for the Consumer.

(d) The Authority shall have the exclusive right to determine the type, size of mains to be installed and other facilities required to render adequate service per Authority specifications. Once the extension has been completed, the Authority shall prepare a statement of the actual costs provided and shall receive from escrow such sums sufficient to cover the statement of costs. Should the escrow deposit be insufficient to pay said costs computed as aforesaid, the Consumer shall, in addition to the funds from said escrow, immediately pay such sums as may be required to reimburse the Authority for said costs of construction.

(e) Before said construction shall be commenced, the Consumer requesting said extension shall cause to be prepared an accurate survey by a registered surveyor, which survey shall disclose the location and number of front feet of property which the Consumer avers will or may exist in said line, which draft shall be given to the appropriate officer of the Authority for approval and, no construction shall be commenced until such plan is approved.

(f) When construction has been completed and costs secured, the

Consumer shall be entitled to receive a reimbursement agreement which shall provide for pro rata reimbursement of the money advanced by the Consumer on a front foot basis which is determined by dividing the total front footage disclosed by the draft into the total money advanced by the Consumer giving a cost per front foot. No reimbursement agreement shall be written after a period of ninety (90) days from the date of formal acceptance of the main extension by the Authority and all reimbursement shall terminate after a period of two (2) years from the date of the reimbursement agreement.

(g) The Owner is to provide plans with all required municipal approvals, utility approvals, and any other local, state or federal approvals that may be required.

(h) Prior to the installation of any water main extension(s) or water service connection(s) for an approved water main extension, all property corners within the main extension limits shall be surveyed and staked by the developer/contractor. Each stake shall show lot number(s) and finished grades. In the instance where property corners are over seventy-five (75') feet apart, additional survey stakes shall be required at maximum intervals of fifty (50') feet. It will be the responsibility of the contractor to maintain the integrity of the survey stakes during construction. Should questions arise during construction, the Authority reserves the right to stop construction and require that the accuracy of the survey be confirmed at the developer's expense.

(i) If there is an error discovered after completion of the water main extension involving either the water main or curb box placement, including the depth of each, it shall be the responsibility of the developer/Owner to relocate the water main or curb stop to the location in accordance with the Authority specifications. This must be completed before any water permit can be issued for any lot fronting the water main extension.

#### 11.2 Length of Extension

In determining the length of and necessity for any extension requested pursuant hereto, the terminal point of such extension shall, in all cases, be at the furthest extremity of the most distant lot to be served.

In new developments, the main must be extended to the extremity of every lot, including both sides of all corner lots, in an approved plot plan, subdivision or phase. Such extensions shall in all cases be completed before water service will be granted.

#### 11.3 Recordation

All reimbursement agreements with the Authority shall be recorded in the office of the Recorder of Deeds of Perry County, and the cost or charge thereof included in the charges to the applicant for service.

#### 11.4 Extension in Townships

Extension of mains is approved only on written approval by the appropriate governing municipal bodies, the Pennsylvania Department of Environmental

Protection and/or the Pennsylvania Department of Transportation, when required.

#### 11.5 Rights-of-Ways

Extensions of any sort of the Authority's pipes, mains and equipment cannot be placed on private land without previous grant of rights-of-ways or other necessary property interests title thereof to be placed in the Newport Borough Water Authority. The Authority may secure written rights- of-ways within which to lay its mains, which shall be recorded at the expense of the applicant. The Authority is given the power in its discretion to allow other public utilities or utility companies to use and occupy such parts of rights-of-ways granted to the Authority which will not interfere with the Authority's operations and be sufficiently distant from the Authority's mains to comply with law regarding possible contamination of the water system by sewage or other means. Always provided, that the public utility or utilities so favored shall first guarantee in writing to the Authority by reasons of the occupancy or use of said rights-of-ways by such public utility or utilities, and further that in the event such utility or utilities shall cause damage or loss to the Authority by reason of its or their operations, it will promptly reimburse the Authority for such loss.

Further always provided that any utility or utilities so using a right-of-way of the Authority shall provide the Authority with a plan or drawing of proposed use, corrected after installation for any changes in use.

#### 11.6 New Service Connections on New Streets or Where Underground Utilities are Planned

In new street construction, and in all construction where underground installation of other utilities is planned, the Authority may authorize the immediate installation of all service connections to all lots owned by the Consumer and proposed to be serviced by the construction of a new water main. Approval of water main extensions by the Authority does not automatically approve "active" connections on the proposed new extension. All Consumers shall apply for such service but the connections can be installed by Authority employees at the expense of the applicant or the Consumer's contractor by Authority specifications and inspections.

#### 11.7 Plot Plans

Extensions will only be allowed where there has been a dedication of streets and rights-of-ways and where all plot plans have been previously approved by the appropriate governing bodies.

#### 11.8 Main Extensions by Authority

Where the Authority at its expense shall place, or have already placed water mains along any premises, no water service shall be rendered until the premises for which water service is requested shall have paid its pro- rata share of the cost

of construction of said line, or made an agreement satisfactory to the Authority arranging for such payment. Authority reserves the right to file municipal liens for water main extensions installed by the Authority.

11.9 Formal Acceptance by the Authority

Upon completion of the proposed main extension and approval by the Authority, the main extensions shall be offered to and formally accepted by the Authority Board as part of its system.

11.10 Reimbursement for Labor Costs

The Authority will reimburse developers for the additional labor costs required to install water mains larger than eight (8") inch diameter, if and only if the increased main size is requested by the Authority. The Authority will determine the amount to be reimbursed.

11.11 Connection and Tapping Fees

Connection and Tapping Fees will be assessed in accordance with the Authority's Schedule of Charges and in accordance with the other sections of these Rules and Regulations.

11.12 Fire Hydrants

Fire hydrants shall be required on new main extensions in accordance with National Fire Protection Code (NFPA) that requires maximum distance to a fire hydrant from the closet point on the building shall not exceed 600 feet and the maximum distance between fire hydrants shall not exceed 800 feet in locations having detached one and two family dwellings. In determining the number of fire hydrants and locations, the Authority shall also consider standards published by the American Water Works Association (AWWA) and the Insurance Service Organization (ISO) and the Fire Marshall for the municipality in which the main extension is proposed.

## SECTION 12 - HEAT TRANSFER EQUIPMENT

12.1 Heat transfer equipment includes air conditioning, refrigeration, heat pump, or other heating or cooling equipment, air compressor, atmospheric condenser, vacuum pan, or similar equipment or heat exchangers attached to any such equipment supplied with water from the Authority water system.

12.2 Where a Consumer desires to utilize water for heat transfer equipment, an application shall be submitted to the Authority for that use. The Authority reserves the right to reject approval of such application if projected water consumption is excessive.

12.3 Heat transfer equipment shall not exceed a total heat transfer rate (cooling rate) of 36,000 British Thermal Units (BTU) per hour, unless the water is used for

makeup purposes only and amounts to less than 10 percent of the total water flow requirements during full operation.

- 12.4 The Consumer shall install, at his expense, a separate water meter for any heat transfer equipment that exceeds the heat transfer rate limit above, subject to the same exceptions.
- 12.5 If the Authority determines that water consumption for heat transfer purposes is excessive, the Authority may discontinue service until the Consumer reduces consumption to an acceptable level.
- 12.6 Authority assumes that water connections to heat transfer equipment constitute a cross-connection. Consumer shall install and maintain a back-flow prevention device between Authority's water supply and Consumer equipment.
- 12.7 Boilers. Consumers who use the water supply for steam boilers or similar facilities do so at their own risk. The Authority, upon request, will furnish water system pressure data for Consumer convenience in setting relief valves, but in no way, guarantees the results. The Authority will also provide water recent quality data without warranty that chemistry results will be the same in the future.

#### SECTION 13 - MISCELLANEOUS REGULATIONS

- 13.1 Shut Offs for Repairs  
The Authority reserves the right to shut off water in its mains at any time without notice for making repairs, extensions, or alterations, or during emergencies, but will, so far as possible notify Consumers of the intention to shut off. It is expressly stipulated by the Authority that no claim shall be made against it by reasons of the breaking of any pipe or service pipe or by reason of any other interruption of the supply of water for any reason whatever.
- 13.2 Plumbing Leaks  
Consumers are urged to give careful attention to the plumbing and fixtures and to make immediate correction of all leaks. No billing allowance will be made by the Authority for water used, lost, stolen or wasted through leaks, carelessness, neglect or otherwise, after the water had passed through the meter. The Authority is not liable for damage from leaks, broken pipes, or any other causes, occurring at any premises. The Consumer shall have no claims against the Authority on account of the bursting or breaking of any main, service pipe, or water system appurtenance.
- 13.3 Acts of God  
The Authority shall not be liable for damage to property unless it appears that such damage resulted from the negligence of the Authority or its employees. The Authority shall not be liable for damage occasioned by freezing and thawing or any Act of God.

13.4 Condominium Construction

Water service to condominium projects shall be provided under such terms and conditions as the Authority shall determine in each individual application and shall be subject to an agreement to be executed between the developer and the Authority prior to service being granted. The agreement shall be recorded in the Perry County Recorder of Deeds Office at the expense of the applicant.

13.5 Bulk Water Sales to Other Water Utilities

Sales of bulk water to other water utilities may be authorized by the Board of the Authority pursuant to an appropriate interconnection agreement at rates to be determined by the Board of the Authority and, otherwise, in accordance with its Rules and Regulations then in effect.

13.6 Installation of Services

The Authority reserves the right to refuse the installation of any water service or main extension requiring the open cutting of a roadway. The Authority will schedule such street openings in accordance with the Penn Dot published paving dates. This is to limit the Authority's liability exposure for maintaining the trench over the winter season.

13.7 Entry onto Consumer Property

(a) By agreeing to have the Authority provide water service to a Consumer or Property, the Consumer and Owner agree to allow Authority personnel or authorized contractors access to Consumer's property for purposes of protecting and maintaining Authority's service.

(b) Access to Consumer's property shall be presumed to convey permissions to Authority to conduct its work. Nothing contained in these rules and regulations shall expressly or imply reimbursement to Consumer for restoration of property damage indirectly related to work performed by Authority.

(c) Any authorized Authority employee, upon presentation of credentials, shall be provided with access to any premises supplied with water, at all reasonable hours, for the purpose of reading meters, making inspections or repairs, and securing any other information the Authority deems necessary to protect and maintain the water system. If the Consumer neglects or refuses to provide access, service maybe discontinued, and the Authority will not be liable for any damages or inconveniences suffered.

(d) Additionally, the Authority, after having given 10 days written notice to the Owner, may petition for injunctive relief in order to obtain court approval to forcefully enter onto a property. All fees and costs including but not limited to inspector costs, attorney fees, filing fees, and sheriff costs incurred by the Authority in enforcing these requirements shall be paid by the Owner and may be entered as a municipal claim/lien against the Property or a judgment may be obtained against

the Owner at the District Magistrate.

### 13.8 Disputes & Grievances

(a) Any Consumer believing they have a dispute or grievance with the Authority as it relates to these rules and regulations shall submit their grievance in writing to the Authority Board chairperson within 30 days of said dispute or grievance action. To the extent that the dispute or grievance can be handled by staff to an acceptable conclusion, the matter will be resolved as quickly as possible. In the event that the Consumer and staff cannot resolve the dispute or grievance, the Board Chairperson will bring the matter before the Board at the next scheduled meeting for action by the Board. After deliberation by the Board, the matter will be settled by the Board and duly noted in the meeting minutes.

(b) The Authority maintains standards and specifications to protect its investment in the water system. Consumer challenges to the Authority's standards and specifications shall be reviewed by the Board with the Authority's Engineer and a decision rendered upon the challenge. The Authority maintains sole discretion and rights of approvals to any changes to its standards and specifications. The Board's decision will be deemed to be final on this matter.

### 13.9 Water Emergency and Droughts

(a) Drought -The Authority retains the right in times of extreme drought or other emergency to restrict in whole or in part the use of water as to any or all Consumers. This rule applies especially, though not exclusively, to water cooled air conditioners, irrigation systems and swimming pools whether public or private.

(b) The Authority has the right to declare a "water emergency", due to a water supply shortage or other emergency condition, and to impose any water use restrictions deemed necessary during such an emergency. Water emergency restrictions will continue in effect until terminated by the Authority.

(c) The water system Manager, or in his absence the Engineer, and the Authority Chairman, or in his absence the Vice Chairman, are authorized to act jointly for the Authority to declare a "water emergency" and to impose water use restrictions, but such actions shall be ratified by the Authority within 5 days or the water emergency declaration shall automatically terminate.

(d) Notice of a "water emergency" declaration and water use restrictions will be published on the Authority's website with appropriate details. Additionally, the Authority will publish a notice to be included with monthly invoices and in a newspaper of general circulation advising the public of action taken by the Authority and that details can be reviewed at the Authority's website. Notice of ending the "water emergency" will only be provided at the Authority's website and in the monthly invoice.

### 13.10 Acquisition of Existing Facilities

(a) The Authority may accept Ownership, at its discretion, of any existing water mains, distribution systems, or other water system facilities, if the facilities are properly assigned and transferred to the Authority by the previous Owner.

(b) Water mains, distribution systems, or other water system facilities will not be accepted by the Authority, unless the previous Owner furnishes all necessary rights-of-way or easements to the Authority.

### 13.11 Other Legal Remedies

Should a property Owner or Consumer be in violation of any of the Authority's rules and regulations, the Authority may:

- (a) seek an injunction allowing the Authority or its agents, to perform the work themselves needed to remedy the situation;
- (b) The Authority may place a surcharge on the water service bill for any Consumer violating these rules and regulations; or
- (c) The Authority may take any other additional action allowed by law.
- (d) Any costs, including legal fees, engineering fees, contractor fees, etc. shall be paid by the Owner and may be filed as a Municipal Claim/Lien against the Property or a judgment may be obtained for these costs against the Owner at the District Magistrate.

### 13.12 Precedents

The granting of a particular application or an exception to these rules and regulations shall not be construed as a precedent in any other case. The Authority may by special action of the Board, grant an exception or exceptions to any rule, regulation or charge.

## SECTION 14 - TERMS OF PAYMENT

### 14.1 Bills Rendered

(a) Bills for service will be rendered at stated intervals, at least quarterly, at the beginning of a specified billing period, except as modified herein.

(b) For special or estimated charges, bills will be satisfied upon application before service is granted.

### 14.2 Computation of Bills

(a) Bills for metered service will be determined according to the Schedule of Water Rates.

(b) Where a meter fails to register, or is found to be faulty, a bill will be determined based on average consumption for the same billing period of the previous year, or for the total period of service, whichever period is shorter.

(c) Bills for a partial billing period will be determined according to the Schedule of Water Rates, based on actual consumption or a prorated minimum, whichever is greater. Prorated minimum bills will be rounded to the next highest full month.

(d) As a convenience service to the Owner, and as may be approved by the Authority, the Authority may submit single bills to each tenants, when a single meter supplies more than one unit.

(e) Authority reserves the right to determine the frequency of meter readings to compute bills. In no event shall meter readings be less than quarterly. Invoices sent in between meter readings may be estimated based upon previous history of water use and reconciled at time of next meter reading.

#### 14.3 Bills Due and Payable

(a) Bills for water service supplied shall be rendered monthly during the first week of each month. The invoice for water service shall represent the amount due for water service rendered since the last bill and maybe estimated per these rules and regulations.

(b) All bills shall be paid on the 28<sup>th</sup> day of the month for which bills were issued, except as modified herein.

(c) Charges for connections, temporary uses, and special services shall be payable on demand.

(d) Payment mailed, as evidenced by the United States Postal Service mark, on or previous to the end of the 28<sup>th</sup> day of the month for which bills are due, will be considered timely payment. If the 28<sup>th</sup> day of the month shall fall on a legal holiday or a Sunday, payment made, mailed and postmarked on the next succeeding business day, which is not a legal holiday, will be considered timely payment.

(e) Water use by the same Consumer in different premises will not be combined, and each installation will be billed separately.

(f) Water bills that remain unpaid for a period of 60 days after the billing date are considered delinquent, which delinquency constitutes grounds

for discontinuance of service. Actions to discontinue service shall be taken or given in accordance with provisions of law then applicable under the circumstances.

(g) If discontinued, water service will not be restored until the gross bill, together with any turn-off and/or turn-on charge in effect at the time, shall have been paid, except as may be required by law.

14.4 Bills of Doubtful Accuracy

Any Consumer who doubts the accuracy of a bill shall bring or mail the bill, within 10 days of its date, to the Authority office. The Authority will check the bill, and either confirm the original billing or issue a corrected bill. The due date will be adjusted by the time required to check and reissue the bill.

14.5 Failure to Receive Bill

The presentation of a bill to the Consumer is only a matter of accommodation. Failure to receive a bill shall not exempt a Consumer from the obligation to pay the bill by the 28<sup>th</sup> day of the month during which the bill was sent.

14.6 Turn On Charge

When service has been discontinued for a failure to pay any bill when due or for any violation of the Rules and Regulations of the Authority, there shall be collected a turn on fee as per the Schedule of Fees, as amended.

14.7 Service Charges and Nonbusiness Hour Surcharge

The Authority may, at its discretion, impose a service charge for service calls during business hours of the Authority, and an additional charge or surcharge for service calls during non-business hours, which upon investigation, proves to be the Consumer's responsibility. Such service charge shall be in accordance with the Schedule of Fees as amended.

14.8 Connection Fees

In addition to the costs of construction herein provided, all Consumers requesting water service are required to pay a Connection Fee in accordance with the current Authority rates and charges.

(a) A double house shall pay two connection fees whether or not there is one connection to the main.

(b) Two or more buildings on one lot shall have separate service lines and shall each pay separate connection charges; that is, each Consumer as herein defined shall have a separate service line and a separate connection charge.

(c) Where any person shall erect or cause to be erected or contract for the erection of a building or structure which will require the use of more than one connection, all the connections shall be applied for, approved and paid for prior to commencement of construction. Minimum water rates shall begin on all connections during the period of construction.

(d) The Authority reserves the right to determine the time period within which an application for an active connection shall be valid. The Authority may void any application for failure to commence construction.

(e) The Authority will establish a fee for "standard" 3/4" connections. If in the opinion of the Authority, the cost of a proposed service connection exceeds the standard fee the Authority may require that money be put into escrow to cover the cost of the connection installation.

14.9 Tapping Fees

All Consumers requesting water service of any type shall pay to the Authority a Tapping Fee in accordance with the current rate schedule then in effect.

14.10 Charges or Lien on Property.

All charges imposed hereby, together with all penalties thereon, shall be a lien on the property serviced, and all delinquent bills for such charges shall, at the option of the Authority, be entered as a lien against the property serviced, and such lien shall be filed in the office of the Prothonotary of Perry County and collected in the manner provided by law for the filing and collection of municipal claims. Should the lien remain unsatisfied for 90 days after filing, the Authority may authorize its Solicitor or authorized agent to execute the lien upon the Consumers real or personal property located in Perry County.

14.11 The Authority establishes the following fees, as attorney's fees, for the collection of each and every past due sewer bill to be added to, and made part of the lien:

(a) For all collection efforts by the Authority solicitor up to and including filing of a municipal lien under the Municipal Lien Law 53 P.S. section 7101 et seq., a sum as set forth in the Authority's Schedule of Rates and Charges.

(b) For any collection activity by the Authority solicitor required beyond the filing of the municipal lien, including, and without limitation, execution on such municipal lien, the rate as set forth in the Authority's Schedule of Rates and Charges..

SECTION 15 - RESPONSIBILITY OF THE PROPERTY OWNER

15.1 Primary responsibility for the payment of water service to any premises rests with the property Owner. At the property Owner's request and for an additional fee, as per the Schedule of Fees, per bill, the Authority will send a bill, in addition to the bill send to the property Owner, to the Tenant. In the event that the Tenant shall leave the premises with a water bill remaining unpaid, service will be discontinued and will not be restored until all previous charges and a reconnection charge shall have been paid.

## SECTION 16 – GENERAL

- 16.1 The Rules and Regulations of the Newport Borough Water Authority are subject to change, modification, addition and/or deletion at the discretion of the Authority in the best interest of the Authority and the public welfare.
- 16.2 Every person who receives water service and every such person by receiving water agrees to be bound by these Rules and Regulations, as amended.
- 16.3 These Rules and Regulations are not intended to conflict with any local, state or federal legislation. Any provisions that are found to be in direct conflict with such legislation shall not be applicable.
- 16.4 These Rules and Regulations shall become effective on and after April 13, 2021 to all properties then and after connected to the water system. All prior Authority rules, regulations and resolutions not consistent herewith are hereby repealed, provided, however, that all rights accrued and monies due the Authority under any such rules, regulations and resolutions are preserved to the Authority. The Authority reserves the right to amend these Rules and Regulations in such manner and at such times as, in its opinion, may be advisable.
- 16.5 These Rules and Regulations shall be available for free on the Authority's website. The Rules and Regulations are available for inspection at no cost at the Authority's office during regular business hours. Copies may be purchased from the Authority for a fee in accordance with the Schedule of Fees.