

Bear Valley Franklin County PA
Joint Authority



Rules & Regulations

Rev – 12/14/2022

Section 1 – DEFINITIONS

- 1.1) **Act** - The Act of the Assembly of the Commonwealth of Pennsylvania, known as the "Municipal Authorities Act of 1945", approved May 2, 1945, P.L. 382, together with all supplements and amendments.
- 1.2) **Applicant** - A person who applies for water service at a property.
- 1.3) **Authority** – The word “Authority” as used herein, shall mean the Bear Valley Franklin County Pennsylvania Joint Authority (BVFCPJA) acting through its properly authorized officers, agents or employees when and only when acting within the scope of the duties entrusted to them.
- 1.4) **Authority's Service Line** - The water service pipe and appurtenances extending from the Authority's water main up to the point of connection with the customer's service line (curb stop or meter pit whichever is closest to water main).
- 1.5) **Backflow Preventer** – A device to prevent water or other substances contained in the water from flowing back into the Authorities system.
- 1.6) **Board** - The nine member governing body of the Authority.
- 1.7) **Commercial Water Hauler** - A person delivering the Authority's water supply to retail customers.
- 1.8) **Connection Fee** – The cost to activate or install a physical connection from the Authority water main to the curb stop/valve or water meter.
- 1.9) **Consumer** – The word “Consumer” as used herein, means the owner 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 source.

- e.) Any group of dwelling units commonly known as trailers or other types of dwelling units not intended to be permanently affixed to the land with a definable area wherein the legal title to all of the land is held by one owner.
 - f.) Any trailer.
 - g.) 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.
- 1.10) **Contractor** - A builder or other person who uses water on a temporary basis for construction purposes.
 - 1.11) **Cross-Connection** - Any connection, direct or indirect, that physically joins a customer's service line, or any piping extension thereof, to a non-potable source of water, or to a water system other than that of the Authority.
 - 1.12) **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.
 - 1.13) **Customer's Service Line** - That part of the water service pipe from the connection to the Authority's service line (curb stop or meter pit whichever is first) and extending to the premises.
 - 1.14) **Developer** - Any individual, group of individuals, partnership or corporation engaged in the subdivision and/or development of a property.
 - 1.15) **Meter** - A device for measuring the quantity of water used, which is a basis for determining charges for water service to a customer.
 - 1.16) **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.
 - 1.17) **Tapping Fee** – A fee charged to each new customer for capacity related facilities.
 - 1.18) **Tenant** – The word “Tenant” as used herein, means anyone, not an owner, occupying premises and obtaining water from the mains of the Authority.

- 1.19) **Township** - Any of the Townships Peters, Saint Thomas or Hamilton in Franklin County, Pennsylvania.

Section 2 – APPLICATIONS FOR WATER SERVICE

- 2.1) **Application Forms** – Any owner desiring installation of water service from the Authority's water main to his or her property must first make written application on a form provided by the Authority giving all information required at least twenty (20) days before service is required. The application must be signed by the owner which application shall, together with these Rates, Rules and Regulations, govern and control water service to the property. The application shall be binding upon the heirs and assigns of the owner. The application will not be approved by the Authority prior to payment of the applicable Capital Charge. A copy of the *“Application for Water Service”* form is exhibited in the Appendix.
- 2.2) **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 the said property shall have been paid or satisfactory arrangements made in regard thereto.
- 2.3) **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.
- 2.4) **Discontinuance of Service** – The owner is responsible to notify the Authority in writing at least ten (10) days in advance if discontinuance of service is desired and until receipt of such notice in writing, charges for water service shall continue. There will be a service charge (*see “Schedule of Fees”*) to turn water service off or on.
- 2.5) **Vacancies** – Any consumer desiring abatement from charges during a temporary vacancy shall report the same in writing to the Authority. Water must be turned off at the curb stop and/or the water meter be removed for abatement of charges. Charges for removal of meter and for replacement of the meter will be made to the customer (*see “Schedule of Fees”*). These charges must be paid prior to replacement of the meter.

Section 3 – LIABILITY FOR DAMAGE

- 3.1) **Damages** – The Authority shall not be liable in any way for any damage or damages caused by breakage 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 4 – CONNECTIONS

- 4.1) **Definition of a 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, install a service line to a curb stop/valve and/or a meter/meterbox.
- 4.2) **Rights-of-Way for Connections** – Service lines will not be installed or permitted when any portion of the service line passes over or through premises which at the time may be the property of persons other than that of 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.
- 4.3) **Service Lines** – Service lines beyond the curb stop or meter pit shall be installed and maintained by and at the expense of the customer and shall be of a size and quality approved by the Authority (*See Appendix A*). It shall be laid not less than forty (40) inches below the surface. All plumbing connections shall be able to withstand a pressure of at least 150 pounds per square inch (P.S.I.). Control of water supply by the consumer shall be by means of two (2) gate valves or ball valves and an A.S.S.E. approved backflow preventer, as described in Section 5.4 of these Regulations, located immediately inside the building wall in a basement or heated mechanical room and so located as to prevent freezing.
- (a) **Authority Responsibility** – The Authority is responsible for service and maintenance between the water main and the Curb Stop/Valve and/or the Meter if a Curb Stop/Valve was not utilized.
- (b) **Owners Responsibility** – The owner is responsible for all water lines, valves and appurtenances beyond the authority responsibility as described in (a) above.
- 4.4) **Size of Connection**- No new service connection for a single family 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.
- 4.5) **Private Connections** – The Authority will not make service connections on a “Private” water main. The customer must arrange for installation of these “Private” connections.

- 4.6) **Access to Curb Stops/Valves and/or Meters** – Authority personnel must have access to all Curb Stop/Valves and/or Meters for the purpose of controlling water service to any consumer. This includes any Curb Stop/Valve and/or Meter located in the public right-of-way or on Private property.
- 4.7) **Service Line Pressure** – Although service line pressure maybe undesirably low, the Authority shall be under no obligation to increase pressure by pumping or other means.
- 4.8) **Two or More Tenants on Same Service:**
- (a) Each property will be supplied through a separate metered service connection.
 - (b) Where one service connection has been used for two or more properties held in one ownership, and there be a division of such ownership whether by sale or otherwise, each property will thereafter have its own service connection. Installation of the service connections will be dependent upon proper “Application for Service” and payment of the Capital Charge to the Authority.
 - (c) In the event a property is subdivided, each lot will be supplied through its own separate metered service connection.
 - (d) Where two or more tenants on the same property are supplied from the same service line and the owner requests separate billing for each tenant, a separate and distinct meter shall be installed by the owner for each customer.
 - (e) When two or more tenants are supplied from the same service line, any violation of these Rules and Regulations by any said tenants shall be deemed a violation by all, and the Authority may take action against the group of customers as if they were a single customer. However, such action will not be taken without first giving ten (10) days written notice to the property owner.
- 4.9) **Written Permit for Customer to Supply Others** – No customer receiving water service shall be allowed to supply water to other persons or premises except by written permission of the Authority. Any customer who violates this rule will have their service disconnected. Water service that is turned off will remain off until these Rules and Regulations are satisfied. There will be a service charge (*see “Schedule of Fees”*) to turn water service off and/or on.

4.10) **Temporary Uses:**

- (a) Water service may be provided on a temporary basis for special conditions. Each case shall be reviewed on an individual basis and service shall be at the discretion of the Authority.
- (b) Applicants for temporary service shall submit a written request to the Authority for approval.
- (c) All costs for installation, use of and dismantling the temporary service connection shall be determined by the authority and paid by the applicant.
- (d) Temporary water service must be metered.

SECTION 5 – BACKFLOW PREVENTION

- 5.1) Section 109.709 of the Pennsylvania Department of Environmental Protection (DEP) Rules and Regulations (25 PA Code Chapter 109) requires that the “public water supplier shall develop and implement a comprehensive control program for the elimination of existing cross-connections, or the effective containment of sources of contamination, and prevention of future cross-connections”. The requirements for the cross-connection control program are defined in the DEP Public Water Supply Manual, Part VII and are supplemented herein for the Authority water system.
- (a) As a minimum, all permanent and temporary water service connections to the Authority water system, regardless of the size, shall be equipped with a single check valve. All single check valves and all other backflow prevention devices shall be the property of the owner of the premises, who shall remain responsible for their installation, inspection, testing and maintenance in accordance with Authority requirements.
 - (b) No water service shall be installed or maintained to any premises where actual or potential cross-connections may exist unless such actual or potential cross-connections are abated or controlled to the satisfaction of the Authority. When, in the opinion of the Authority or its authorized representative, an approved backflow prevention device is required, the customer shall install such approved backflow prevention device at each service connection to the premises. No connection shall be installed or maintained whereby water from an unapproved auxiliary source may enter the Authority’s water system.
 - (c) When an approved backflow prevention device is required, that device shall be installed at a location and in a manner approved by the Authority and shall be installed by a properly qualified person.
 - (d) The device shall be installed on the customer’s side of the water meter, prior to any other branch piping to the customer’s premises. However, a reduced pressure zone backflow prevention device (RPZD) shall not be permitted in the meter pit, but shall be installed in the premises or above the meter pit in a location where it will not be subject to flooding and will be maintained free from standing water.
 - (e) The type of backflow prevention device required for a particular customer shall be determined by the Authority based on the then-current regulatory requirements. An approved air gap separation shall be installed where there are substances that are dangerous to public health. An approved air gap separation or an approved RPZD shall be installed where the Authority’s system may be contaminated with a substance that could cause a water system or health hazard. An

approved air gap separation, or an approved RPZD, or an approved double-check valve assembly (DCVA) shall be installed where the Authority water system may be polluted with substances that would be objectionable but not dangerous to health. The requirements from Tables VII-2.1 and VII-3.1 of the June 18, 2001 Department of Environmental Protection Public Water Supply Manual, Part VII, are attached in the Appendix.

- (f) Costs of furnishing, installing, testing and maintaining the backflow prevention devices shall be borne by the customer, who also retains ownership of the device. Devices shall be inspected, tested, and overhauled at the customer's expense in accordance with the follow schedule:
 - i.) Air separation shall be inspected at time of installation and at least every twelve (12) months thereafter.
 - ii.) Double check valve assemblies shall be inspected and tested for tightness at the time of installation and at least every twelve (12) months thereafter. They shall be dismantled, inspected internally, cleaned and repaired whenever needed and at least every five (5) years.
 - iii.) Interchangeable connections shall be inspected at the time of installation and at least every twelve (12) months thereafter.
- (g) Inspections, testing and overhaul shall be performed by a person certified for that work, and repair or replacement shall be made without delay at the customer's expense. The customer shall maintain a complete record of each backflow prevention device and a record of inspections, tests, repairs and overhauls shall be submitted to the Authority upon request.
- (h) The customer shall be responsible for conducting periodic surveys of water use practices on the premises to determine whether there are actual or potential cross-connections through which contaminants or pollutants could enter the Authority's water system, and the customer shall supply information on water use to the Authority upon request. The customer's premises shall be open to the Authority on request to conduct surveys and investigations related to water use practices and actual or potential cross-connections.
- (i) The Authority reserves the right to require an approved backflow prevention device where the Authority determines that cross-connections are not correctable or that intricate plumbing arrangements make it impractical to determine whether cross-connections exist, where it is impossible or impractical to make a cross-connection survey, or where there is a history of cross-connections being established or reestablished.
- (j) Where a booster pump has been installed on the service line to, or within, any premises, such pump shall be equipped with a low pressure

cut-off device designed to shut-off the booster pump when the suction pressure drops to ten (10) pounds per square inch gauged or less for a period of thirty (30) seconds or longer. The customer shall maintain the low pressure cut-off device in proper working order and certify to the Authority, at least once a year, that the device is operating properly.

- (k) The Authority may deny or discontinue, after reasonable notice to the occupants thereof, water service to any premises wherein any backflow prevention device is not installed, tested and maintained as required; or if the backflow prevention device has been removed or bypassed; or if an unprotected cross-connection exists on the premises; or if access is denied to the Authority for the purpose of investigating water use practices and actual or potential cross-connections; or if a low pressure cut-off device is not installed or maintained in working order. Water service to such premises shall not be restored until the customer has corrected or eliminated such conditions or defects to the satisfaction of the Authority.

SECTION 6 – FORBIDDEN PRACTICES

- 6.1) **Control of Curb Stop/Valve and/or Meter** – 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 and/or Meter.
- 6.2) **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.
- 6.3) **Resale of Water**- No consumer shall resale water for use on premises other than those of the consumer.
- 6.4) **Back Flow** – No consumer shall permit any condition to exist upon premises served whereby there exists, or in the opinion of the Authority, could exist a back flow into the mains of the Authority of a non-potable matter, hot or other liquids or any leakage or seepage of such into said main.
For prevention of back flow causing loss to both the Authority and the consumer, all connections are required to have a gate valve or ball valve on the inlet side of the meter and a A.S.S.E. approved backflow preventer on the outlet side of the meter of a type approved by the Authority.
- 6.5) **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. All customers with heat pump, Geo-Thermal systems must install a testable backflow preventer at a location as outlined in Section 5 of these Rules and Regulations.
- 6.6) **Sewers** – Connection to sewers and sewer flushing chambers are prohibited.
- 6.7) **Application Misstatements** – Service may be discontinued for a violation in connection with the application, a misstatement of fact therein or a violation of any rule or regulation of the Authority now in effect or hereafter lawfully enacted.
- 6.8) **Waste** – Waste of water for any reason is forbidden. A consumer wasting water may have service terminated. See Section 8.2, paragraph c. 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.

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

SECTION 7 – METERS

- 7.1) **Determination of Metering** - The Authority will determine when and where meters shall be installed. One (1) meter will be provided per connection fee for billing purposes. Additional meters beyond the “Master Meter” owned by the Authority, will be maintained and read by the property owner.
- 7.2) **Size, Installation and Ownership** -The Authority will determine the meter size, based on water service requirements indicated by the applicant. All meters shall remain or become Authority property, and shall be maintained by the Authority at its expense, except as modified herein below.

The customer shall provide the Authority access to the meter at all reasonable times for reading, inspection, testing and repairs.

No customer shall remove or disconnect a meter. A property owner may request, in writing, that the Authority remove a meter from his or her property. A service charge shall apply for removal of the meter (*see “Schedule of Fee’s”*). The same fee shall apply for reinstallation of the meter, upon written request of the property owner (*see “Schedule of Fees”*).

A water meter will be installed upon written request from the property owner in an existing meter pit and setter if:

- (a.) A completed and approved Application for Water Service is in the possession of the Authority, or
- (b.) A valid receipt showing payment of a Capital Charge (Tap Fee) to this Authority, verifiable for the property in question, is in the possession of the property owner, and
- (c.) There is no record of the Authority having reimbursed the Capital Charge (Tap Fee) for the property in question.

There will be no charge for installation of the meter within one (1) year of the date of meter box and setter installation. Other-wise, a service charge shall apply (*see “Schedule of Fees”*).

Meter charges shall be applied to an account as long as a water meter is installed to provide service to a property.

- 7.3) **Location of Meters** - The Authority will determine the location of all meters, taking into consideration the request of the property owner. Meter pits and/or curb stops shall be built a maximum of five (5) feet inside the customer's property line unless otherwise approved by the Authority. No meter pits will be placed in driveways or sidewalks.

When a meter is installed within a building, the customer shall provide at his or her expense, an approved installation space, and approved piping connections complete with isolation valves and backflow prevention devices. Access to space must be readily accessible at all times, i.e.: not placed behind permanent walls or other obstacles.

When a meter is installed outside a building, it shall be placed in an area providing access to Authority personnel.

Each customer shall have a separate meter.

Each owner occupied unit of a multi-unit building shall have a separate service line and separate meter installed in a meter box and setter outside the building, even if converted to that type of occupancy from other prior use.

- 7.4) **Maintenance of Meters** - Meters, meter boxes and lids shall be maintained by the Authority as far as ordinary wear and tear is concerned but the customer shall be responsible to the Authority for any injury to, or loss of, any meter, meter box, lid or transmitting device arising out of or caused by the customer's negligence or carelessness, or that of his or her servants, employees, household members, or any other person upon the premises under or by the customer's consent (*see "Schedule of Fees"*).

The customer shall permit no one, except Authority personnel or their authorized representative, to remove, inspect or tamper with the Authority's meter box, meter or other property of the Authority on the premises.

The customer shall notify the Authority immediately upon learning of any injury to or cessation in registration of the meter.

- 7.5) **Meter Tests** - The Authority may test or replace a customer meter at any time after notification. The quantity of water recorded by the meter shall be conclusive on both the Authority and the customer, except when the meter has been found to be registering inaccurately or has ceased to register. In either case, the meter will be promptly repaired or replaced by the Authority and the quantity of water consumed shall be estimated based upon the average registration of the meter in previous corresponding quarters. Previous

corresponding quarters shall mean the same calendar quarters in the two (2) years immediately prior to the disputed quarter, and if the customer has not been metered for two (2) years, it shall mean the two (2) quarters immediately prior to the disputed quarter.

Upon written request of any customer, the Authority will test the accuracy of the water meter supplying their premises. The customer shall make a deposit with the Authority for the testing process (*see "Schedule of Fees"*). If on testing, the meter is found to be registering more than four (4%) percent against the customer on a flow as determined by the American Water Works Association Standard AWWA-M6 (Testing on Meters, Chapter 5), including the latest revisions thereof, the deposit will be refunded, otherwise it shall be forfeited to the Authority.

Accuracy tests on meters from outside agencies shall be performed as time allows for a fee (*see "Schedule of Fees"*).

Section 8 – LEAKS AND DEFECTIVE PLUMBING

- 8.1) The Authority is not liable for damage resulting from leaks, broken pipes, or any other causes, occurring at any premises. The customer shall have no claims against the Authority on account of bursting or break in of any main, service pipe or water system appurtenance.
- 8.2) The Authority will adjust the account of any customer who experiences leakage in his or her service line, based upon the following:
- (a) The leakage is between the meter and the residence, requiring excavation to repair.
 - (b) The leakage has been repaired.
 - (c) The customer requests an adjustment to his or her account, in writing.
 - (d) The adjustment will be for the most recent, complete quarter.
 - (e) Only one (1) adjustment allowed per twelve (12) month period per account.
 - (f) The adjustment will be in the form of a monetary credit based upon the following formula:

Let A = Charge for Actual Usage
B = Adjusted Charge for Gallons
C = Charge for Average Usage
X = Adjusted Charge to Customer
Y = Amount to be Credited

$$X = \left(\frac{B - C}{2} \right) + C$$

$$Y = (A - X)$$

Note: If the residential customer exceeded 31,000 gallons consumed for the quarter the adjusted charge to the customer shall be calculated using the formula as though they were a Commercial User.

- 8.3) The Manager is authorized to make the adjustment and report it to the Board at a regular meeting.

SECTION 9 – DISCONTINUANCE OF WATER SERVICES

- 9.1) **Authorized Shut-offs** – The Authority will use every 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 reconnection charge (*see “Schedule of Fees”*) must be paid before water service will be restored:
- (a) Any misrepresentation in an application.
 - (b) Any violation of any 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 authorized under the application.
 - (e) Non-payment of any sum due to the Authority, for water service or any other charge for more than thirty (30) days after the same becomes due.
 - (f) Molesting 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 any connection, or for failure to protect and properly maintain the service pipe or fixtures on the property of the customer.
 - (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 customers water supply.
 - (j) For failure to install the proper Backflow Prevention Device.

SECTION 10 – FIRE HYDRANTS AND SPRINKLER SYSTEMS

10.1) Public Hydrant Installation:

- (a) When an applicant desires the installation of a fire hydrant on the Authority system, the applicant shall make a written request to the Authority for the installation. The Authority reserves the right to request that a deposit, equal to the estimated cost of the hydrant installation, accompany the request. The request will be forwarded to the Authority engineer for review and comments and will subsequently be approved or disapproved by the Authority. If approved, the hydrant installation will be made and will become the property of the Authority. All costs of the hydrant installation, including connection, valve, piping and hydrant, shall be borne by the applicant. The actual cost of the installation of each hydrant shall be paid by the applicant before the water is turned on.
- (b) 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.
- (c) The Authority does not assume any liability as insurer of property or person. Any customer receiving fire service will not be entitled (in the event of fire) to any service, pressure, capacity, or facility other than that available at the time, in view of the circumstances of the Authority at that time. The Authority shall not be liable for any damage or injury to any person or property by reason of any fire, water, failure to supply water, or pressure, or capacity, or lack thereof, due to any cause beyond the reasonable control of the Authority.

10.2) Private Fire Service:

- (a) Each person desiring private fire service, such as for a sprinkler system, shall make application for that service to the Authority. Application shall be made on the Application for Water Service form contained in the Appendix.
- (b) If requested by the Authority, the applicant shall submit information on private fire service requirements including, but not limited to, flow, residual pressure, and flow duration. The Authority reserves the right to deny provision of fire service until

such time as all necessary information is provided for Authority review.

- (c) Each applicant shall be required to pay all charges associated with the provision of private fire service, in accordance with the Authority's duly adopted rules, regulations and charges, including those charges due and payable before service is provided as well as those due and payable in conjunction with the actual provision of the service.
- (d) The applicant shall be solely responsible for the design, installation, operation and maintenance of the fire service system to which the Authority is providing private fire service. It shall be the applicant's sole responsibility to insure the adequacy of his on-site fire protection system and to satisfy all applicable governmental regulations in regard to that system. The Authority reserves the right, both prior to and during the provision of private fire service, to require that the applicant submit complete detailed information on the make-up of his on-site fire service protection system, for the purposes of review to insure its compatibility with the Authority's water system.
- (e) Although the Authority may, from time to time, provide information to an applicant or customer in regard to the availability and/or provision of private fire service, any and all information presented by the Authority and/or its agents is provided solely as a matter of convenience. No warranty or guarantee of any sort is furnished or implied with respect to the actual flow, pressure, or other service capability that will be realized from the Authority's water system. The Authority and/or its agents assume no responsibility or liability whatsoever as insurers of property or person, nor in regard to any damage or injury to any person or property by reason of any fire, flooding, or water service failure of any type, or any other cause associated with the Authority's provision of water service. No customer is entitled to any service capability (flow, pressure, etc.) except that which is available at the time of service. The manner in which the Authority-furnished information is interpreted and/or used by the applicant is the sole responsibility of the applicant.
- (f) The applicant may request the Authority to provide a "determination of estimated fire service capability". Such a determination will be provided by the Authority's engineer and any costs incurred by the Authority for this determination shall be billed back to the applicant or customer.

- (g) All aspects of the design, installation, operation and maintenance of the applicant's private fire service protection system shall comply with all applicable requirements of the latest edition of the Authority's General Specifications for Water System Construction. The Authority reserves the right to require the applicant to provide it with detailed information on the fire service protection system and also reserves the right to inspect the installed system. The Authority further reserves the right to deny or terminate private fire service if the system is not in compliance with said specifications or is being used for purposes other than those for which it is intended.
- (h) When an applicant desires both private fire service and domestic water service to a certain premises, the Authority prefers that such service be provided by means of two independent service connections. However, the Authority will permit such dual service to be provided through a single service connection on condition that all aspects of the installation satisfy the latest edition of the Authority's General Specifications for Water System Construction.
- (i) In cases where an applicant requests private fire service to premises after domestic water service has already been installed, the Authority reserves the right to require that a new and separate service connection be installed for the provision of the private fire service.
- (j) All private fire service lines, as well as domestic service lines, shall be equipped with Authority approved backflow prevention devices, consistent with Pennsylvania Department of Environmental Resources regulations, and in accordance with the latest edition of the Authority's General Specifications for Water System Construction. All backflow prevention devices shall be the property of the customer who shall be fully responsible for all costs associated with their proper installation, operation and maintenance. The Authority reserves the right to require that customers appropriately test and maintain said backflow prevention devices. Failure to comply with Authority stipulations in this regard shall be grounds for termination of private fire service.
- (k) All watch meters (bypass meters) installed on private fire service lines shall become the property of the Authority. The Authority reserves the right to charge the customer for metered consumption through such watch meters in accordance with its duly adopted rules, regulations and charges.

- (l) With the exception of the watch meters (bypass meters), all fire service meters, including detector check assemblies, shall be the property of the customer, who shall be solely responsible for all costs associated with their installation, testing, repair, maintenance, etc. The Authority reserves the right to require customer actions in that regard, and failure to comply shall constitute grounds for termination of private fire service.
- (m) No cross connection of any type shall be permitted between any pipe served through a private fire service line and any pipe served through a domestic water service line. If determined to exist, all such cross connections shall be immediately disassembled. Failure to disassemble such cross connections shall constitute grounds for immediate termination of private fire service and/or domestic water service.
- (n) No cross connection shall be made between a pipe served from the Authority's private fire service connection and any other source of water supply, such as a customer well supply. If determined to exist, all such connections shall be immediately disassembled. If not disassembled, such cross connections shall constitute immediate grounds for termination of private fire service by the Authority.
- (o) Private fire service lines are not to be used for water service, except for actual fire service emergencies or for testing of fire protection service systems. Unauthorized use of fire service lines shall constitute grounds for the Authority's termination of private fire service and the customer shall be liable for estimated quantities of unauthorized use.
- (p) In addition to rendering charges for metered consumption through fire service line meters, the Authority reserves the right to impose flat rates (standing ready to serve) and other appropriate charges, if any, for the provision of private fire service, all in accordance with its duly adopted schedules of rates and charges.
- (q) No separate charge will be imposed by the Authority for fire hydrants installed on the customer's side of the fire service meter or detector check assembly. However, appropriate flat rate charges will be imposed by the Authority for all hydrants installed on the Authority's side of the fire service meter or detector check assembly at the level of rates and charges set forth in the Authority's duly adopted schedule of rates and charges.

10.3) **Use of Fire Service Facilities:**

- (a) No fire hydrant or private fire service line shall be used for any purpose other than extinguishing fires.
- (b) Any municipality, fire company, or customer desiring to test hydrants or fire service lines shall notify the Authority at least five (5) working days in advance of the scheduled test. The conduct of such tests shall be subject to Authority approval.

SECTION 11 – MAIN EXTENSIONS

11.1) MAIN EXTENSION REQUIREMENTS:

- (a) Any person desiring water service shall complete an application for water service and shall file the application with the Authority.
- (b) The Authority shall determine whether a main extension is required in order to provide water service.
- (c) A main extension shall consist of any new main, including mains lying wholly within a new development.
- (d) When a main extension is required, the policies stated herein below shall apply to the applicant.
- (e) A water Main Extension Agreement shall be executed between the applicant and the Authority for each main extension. The applicant shall be in accordance with the terms and conditions set forth in the Agreement. A standard main extension agreement is contained in the Appendix.
- (f) All main extensions shall be constructed in public rights-of-way or Authority-owned easements which such water main easement shall be a minimum of twenty (20) feet wide unless additional utilities are to be installed within the easement in which case the width shall be increased. The applicant shall grant to the Authority any easements across his property that are necessary for the main extension or future extensions thereof by execution of a satisfactory Right-of-Way Agreement between the applicant and Authority.
- (g) A Right-of-Way Agreement shall be executed between the applicant and the Authority prior to the execution of the Water Service Main Extension agreement. The applicant shall be in accordance with the terms and conditions set forth in the Agreement. A standard right-of-way agreement is contained in the Appendix.
- (h) The standard agreements described above and contained in the Appendix contain standard terms and conditions set forth by the

Authority. However, the Authority reserves the right to modify or change such terms and conditions as they pertain to specific circumstances and conditions of each water service main extension.

- (i) In the event the Authority requires any information from the applicant in order to prepare a Water Service Main Extension Agreement, the applicant shall submit same to the Authority within twenty (20) days of the Authority's letter of request.
- (j) The applicant shall return the fully executed water main extension agreement and related documents, including but not limited to any deeds of easement, to the Authority not more than one hundred twenty (120) days following mailing of same to the applicant; otherwise, the application for water service shall be null and void.
- (k) All main extensions shall extend the entire length of the property, from property line to property line, to be served in all directions, unless otherwise approved by the Authority.
- (l) The Authority may increase or decrease, at its discretion, the main sizes required under these Rules and Regulations and the General Specifications for Water System Construction.
- (m). If the Authority increases the size of a main extension beyond that normally required, as determined by the Authority, the Authority shall bear the increased cost based on the cost data furnished by the applicant and approved by the Authority.
- (n) No revenue or tapping fee refunds will be granted to an applicant by the Authority, except under circumstances as determined by the Authority.
- (o) The number and location of fire hydrants, which shall be installed at the applicant's expense, shall conform to Authority's requirements.
- (p) Until conveyed to another owner, the applicant and his assigns will be responsible for payment of all charges for water service to each service unit.

SECTION 12 – MISCELLANEOUS REGULATIONS

12.1) Access by Authority Personnel:

- (a) Any authorized Authority employee, upon presentation of credentials, shall be provided with access to any property 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. If the customer neglects or refuses to provide access, service may be discontinued and the Authority will not be liable for any damages or inconveniences suffered.

12.2) Temporary Interruption of Service;

- (a) During any emergency, and during the changing or testing of water meters, the Authority has the right to temporarily interrupt service to make repairs or connections. The Authority will notify customers of such service interruptions if possible. The Authority will not be liable for any damages or inconveniences suffered due to service interruptions.

12.3) Water Emergency:

- (a) The Authority has the right to declare a "water emergency", due to a water 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.
- (b) 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 five (5) days, or the water emergency declaration shall automatically terminate.
- (c) Notice of a "water emergency" declaration and water use restrictions will be published in a local newspaper in general circulation.

12.4) **Acquisition of Existing Facilities:**

- (a) The Authority may acquire or 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.

12.5) **Encroachments:**

- (a) No customer, person, owner, tenant, firm, agency or any other party shall be permitted to install facilities within or upon Authority-owned easements or rights-of-way, or at any other locations that may interfere with the Authority's need to construct, operate and maintain existing and new water service facilities.
- (b) The Authority reserves the right to remove or cause to be removed any facilities that interfere with its need to construct, operate all and maintain its existing or new water service facilities, all at the sole expense of the encroaching party. The Authority further assumes no responsibility for the restoration or replacement of such encroaching facilities. This includes but is not limited to: trees, shrubs, fences, storage sheds/buildings, sidewalks, driveways and swimming pools.

12.6) **Commercial Water Haulers:**

- (a) Any person who desires to be a commercial water hauler shall enter into an agreement with the Authority.

SECTION 13 – BILLING FOR SERVICE

13.1) Bills Rendered for Water Service:

- (a) Bills will be rendered on or about the first day of the month of each month. Water consumption for billing purposes is determined by usage since the previous monthly water meter reading.
 - i.) Bills are due, at the office, twenty(20) days following the date of mailing by the Authority as disclosed on the bill card.
 - ii.) Payments received at the Authority office prior to 11:00 A.M., prevailing time, of the next regular work day immediately following the due date will be deemed to be timely and will not be penalized.
 - iii.) After the “Due Date” on the bill (approximately twenty days) a penalty (*see “Schedule of Fee’s”*) is charged upon the bill as rendered.
A “late payment notice” is issued (except for bills covering service to the Commonwealth of Pennsylvania or any department of Institution thereof, or to Municipalities or School Districts) ten (10) days after the bill due date.
 - iv.) Twenty (20) days after the “late payment notice” is sent, a hanging notice is posted at the service address and water service may be discontinued at any time. When water service is discontinued a service charge is added to the bill (*see “Schedule of Fee’s”*) and a service discontinuation notice is posted at the service address.
Service will not be restored until payment has been made, service reinstatement will be made during regular working hours of the Authority’s Distribution Crew.
- (b) All bills for municipal fire hydrants or private fire protection are payable monthly.
- (c) Charges for connections, temporary uses, construction and special services shall be payable on demand.
- (d) Water use by the same customer in different premises will not be combined, and each installation will be billed separately.

- (e) The Authority reserves the right to take any legal action it deems necessary, including placing a municipal lien against the property, in order to recover amounts due and payable. Charges to be included in any lien amount are: all unpaid charges against the property, lien filing fees, direct hourly attorney fees relative to the filing and an administrative fee (*see "Schedule of Fee's"*) for the Authority. A fee (*see "Schedule of Fee's"*) will be charged to the account of any customer who is notified by certified mail of an impending municipal lien against the property.
- (f) The owner of any multi-unit premises served through a master meter shall be billed for all units within the building, whether occupied or vacant.

13.2) **Computation of Bills:**

- (a) "Base Rates" and "Usage Rates" will be established on the meter size and the user type along with the number of units served by the meter as shown on the "Schedule of Water Rates".
- (b) Bills for a partial monthly billing period or final bills will be determined according to the "Schedule of Water Rates", based on actual consumption.
- (c) 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.
- (d) When a single meter supplies more than one unit, regardless of the types of units served, bills will be determined using the minimum charge and gallonage allowance times the number of units. Bills will be sent to the property owner. Bills will not be sent to tenants.
- (e) For the purpose of computing bills to these multi-unit premises, the Authority will determine the number of units on the premises.
- (f) It shall be the responsibility of the owner of the premises to report any unit modifications to the Authority.
- (g) Owner-occupied units require separate service lines, meters and Capital Charges.

13.3 **Payment of Bills:**

- (a) Payment of water charges shall be either by cash, ACH Transition or one check for the total amount of the billing. Credit cards are accepted through an outside agent. Call the Authority Office for details.
- (b) Any check or Automated Clearing House (ACH) transition received in payment of any bill due the Authority is accepted subject to final payment of the check or ACH transition by the payer's bank. When any check or ACH transition is returned to the Authority and payment is refused for any reason, the Authority or its employees, may and without waiving any other rights which the Authority may have, attempt collection of said check and add a collection fee (*see "Schedule of Fee's"*) to the amount of the bill.
- (c) The Authority will not accept any post-dated checks.

13.4 **Service Charges:**

- (a) The Authority may, at its discretion, impose a "service charge" (*see "Schedule of Fee's"*) for calls during business hours or non-business hours of the Authority, which upon investigation, proves to be the customer's responsibility.

13.5) **Bills of Doubtful Accuracy:**

- (a) Any customer who doubts the accuracy of a bill shall bring or mail the bill, within ten (10) days of receipt, to the Authority office. The Authority will check the bill, and either confirm the original billing or issue a corrected bill.

13.6) **Failure to Receive a Bill:**

- (a) The presentation of a bill to the customer is only a matter of accommodation. Failure to receive a bill shall not exempt a customer from the obligation to pay the bill by its due date.

13.7) **Connection Charge**

- (a) Each applicant for a service connection shall pay a “Capital Charge” in accordance with the Capital Charges for Service Connections, exhibited in the Appendix.
- (b) The Capital Charge shall be calculated by the Authority based on the size of service line and meter and the anticipated maximum daily demand to the property.
- (c) The Capital Charge shall be applied each time a service connection is installed, even if the installation is a modification of a prior service connection, or involves the installation of individual services and meters to a premises previously served by a master meter.

SECTION 14 – RESPONSIBILITY OF THE PROPERTY OWNER

14.1) Responsibilities:

- (a) Payment of water service to any premises owned.
- (b) Proper maintenance of all water facilities from the curb stop/meter pit throughout the building.

SECTION 15 – GENERAL

15.1) General

- (a) The Rules and Regulations of the Bear Valley Franklin County Pennsylvania Joint 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.



BEAR VALLEY FRANKLIN COUNTY PENNSYLVANIA JOINT AUTHORITY

Serving Hamilton, St. Thomas and Peters Townships

SCHEDULE OF WATER RATES (effective January 1, 2023)

1. BASE RATE PER MONTH BY METER SIZE

<u>METER SIZE</u>	<u>ALLOWANCE</u>	<u>BASE RATE</u>	<u>ACH RATE</u>
5/8" x 3/4'	2,500 gallons	\$60.00	\$ 58.00
3/4"	2,500 gallons	\$60.00	\$ 58.00
1"	4,667 gallons	\$249.00	\$ 240.00
1-1/2"	13,333 gallons	\$516.00	\$ 499.00
2"	27,333 gallons	\$696.00	\$ 674.00
3"	55,333 gallons	\$1,035.00	\$ 999.00

2. MONTHLY USAGE RATES BY USER TYPE

a.) **DOMESTIC and COMMERCIAL(serving Residential Units)**

<u>GALLONS BILLED</u>	<u>CHARGES</u>
First 2,500 gallons	\$60.00
Remaining gallons *	\$9.50 / 1,000 gallons

b.) **COMMERCIAL / INDUSTRIAL / SCHOOLS**

<u>GALLONS BILLED*</u>	<u>CHARGES</u>
First (x) gallons [Referr to #1 for METER SIZE - ALLOWANCE - BASE RATE]	x
Next 8,000 gallons*	\$9.50 / 1,000 gallons
Remaining gallons*	\$3.30 / 1,000 gallons

c.) FIRE SERVICE

For each Private Fire Hydrant - \$60.00 per month.

2" Fire Service Line - \$25.00 per month.

3" Fire Service Line - \$50.00 per month.

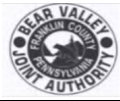
4" Fire Service Line - \$90.00 per month.

6" Fire Service Line - \$185.00 per month.



SCHEDULE OF FEE'S

Ref. pages	SERVICE	DESCRIPTION	COST
4,10	Discontinuance of Service	remove meter	\$80.00
		reinstall meter	\$80.00
4, 14	Vacancies	remove meter	\$80.00
		reinstall meter	\$80.00
14	Meter installation for new tap	meter install after 1 year	\$80.00
15	Meter pit / curb stop extensions	equipment costs	@ cost
15	Meter transmitting device	replace damaged MXU	\$200.00
16	Meter testing (customer request)	remove/test/replace meter	\$150.00
16	Meter testing for outside agencies	in-house test	\$40.00
18	Termination of Service	remove meter	\$80.00
		reinstall meter	\$80.00
28	Late payment fee	exceeding 20 days	10%
28	Service Discontinued	failure to make payment	\$80.00
29	Authority administrative fee	municipal liens	\$125.00
29	Certified mail notification		\$12.00
30	Collection fee		\$40.00
30	Service Charge - during working hours	meter reads, etc.	\$40.00
	-after hours		\$60.00
	Customer discontinuing BVFCPJA service (private water service, well, etc).	Remove BVFCPJA service line, meter pit, etc.	\$550.00
	Reconnection after discontinuance.		reg. tap fee



CAPITAL CHARGES FOR SERVICE CONNECTIONS AND CALCULATIONS FOR TAP COSTS

CAPITAL CHARGES TYPICAL CUSTOMER	METER SIZES			
	5/8" X 3/4"	3/4"	1"	> 1"
Connection Fee - Existing Water Main	\$2,130.00	\$2,130.00	\$2,250.00	ACTUAL COST
Customer Facilities Fee	\$136.00	\$191.00	\$261.00	ACTUAL COST
Tapping Fee				
a.) Capacity Part	\$2,350.00 per E.D.U. (166 gpd) →			
b.) Distribution Part	\$1,200.00 per E.D.U. (166 gpd) →			
c.) Special Purpose Part	N/A			
d.) Reimbursement Part	N/A			
TOTAL (1 E.D.U.)	\$5,816.00			
CAPITAL CHARGES DEVELOPER	METER SIZES			
	5/8" X 3/4"	3/4"	1"	> 1"
Connection Fee - Developer Installed Water Main	\$930.00	\$930.00	\$1,030.00	ACTUAL COST
Customer Facilities Fee	\$136.00	\$191.00	\$261.00	ACTUAL COST
Tapping Fee				
a.) Capacity Part	\$2,350.00 per E.D.U. (166 gpd) →			
b.) Distribution Part	\$1,200.00 per E.D.U. (166 gpd) →			
c.) Special Purpose Part	N/A			
d.) Reimbursement Part	N/A			
TOTAL (1 E.D.U.)	\$4,616.00			

Act 57 of 2003 - a tapping fee is comprised of four parts:

- 1.) the capacity part for existing facilities and planned facilities if they increase design capacity.
i.e.: water sources, treatment, pumping.
- 2.) the distribution part for existing facilities; mains, hydrants, pumps, tanks, etc.
- 3.) the special purpose part; special requirements required to service a specific area or development.
- 4.) the reimbursement part; for facilities paid for by developer, i.e.: mains.