

SECTION 9
MISCELLANEOUS REGULATIONS

A. Supply of Water.

The Authority shall not be liable for a deficiency or failure in the supply when occasioned by shutting off water to make repairs, or connections, or, further, from any cause beyond control.

The Authority reserves the right to restrict the supply of water in case of security, or whenever the public welfare may require it.

B. Vacating the Premises.

1. When the premises are vacated, the Consumer must give notice to the Authority so that water may be turned off, and he will be responsible for the water rent until such notice is given.

A new application must be made on any change in occupancy of property, as described in any application, and the Authority shall be at liberty to discontinue the water supply until such new applications have been made and approved.

2. Applications may be cancelled by the Authority's for proper cause of any time, upon giving five (5) days' notice of such cancellation.

C. Building Construction Water

Where an applicant desires to obtain water from the Water System during building construction, and where in the opinion of the Authority it is not convenient to install a meter, the applicant may be allowed to obtain water at the curb stop, installed by the Authority, and pay a flat rate during construction, as specified in the "Schedule of Rates" then in effect. A separate application and fee shall be paid for each separate unit under construction.

D. Cross Connections

No physical cross connection shall be made between the Water System and any private water system, except such system which is under the jurisdiction of the State Department of Environmental Resources.

E. Service

All contracts for water shall continue in force from month to month, but either party may cancel the contract by giving ten (10) days' written notice that the contract shall terminate on the first day of the month succeeding date of notice. For service beginning during a monthly period the minimum charge shall be pro rated to the first day of the following month. In cases where water is turned off at the curb at the end of any month, no further charge for water services will be made until service is again requested.

F. Wholesale Consumers

Any contract for wholesale purchase of water shall be acted upon by the Authority and shall contain such restrictions as the Authority may deem necessary to protect the supply to its regular retail Consumers. In regarding such contracts, the following items shall be considered:

1. Where feasible, a single master meter will be installed, of the compound recording type, with the cost of the meter together with installation charges billed to the wholesale Consumer.
2. Where the Authority waives the requirement for a master meter, the wholesale Consumer shall submit quarterly meter readings for all connections to the Consumer's system, to be totaled by the Authority. To the total water consumed, there shall be added ten percent (10%) to cover leakage, in obtaining the total amount of water for billing purposes.
3. Where the wholesale Consumer has fire hydrants, or private fire protection connection on its system, the Authority shall be paid a "Readiness

to Serve Charge" for each such connection, equal to the maintenance charge for Public Fire Service, in accordance with "Schedule of Rates", then in effect.

G. Discontinuation (Shut Off) Water Service

(Rev. 6/2/04 - Rev. 2/07/07)

1. General. The Authority reserves the right to discontinue water service to any customer, and to charge the applicable cut off charge (in accordance with the Schedule of Rates then in effect), in accordance with the terms of this Section G.
2. Discontinuance Without Notice. The Authority reserves the right to discontinue water service to a customer, without prior notice or on such notice as the Board shall determine appropriate, for any of the following reasons:
 - a. For waste of un-metered water through improper or leaking pipes, service lines or fixtures.
 - b. In cases of theft of services, or use of un-metered water without the express permission of the Authority.
 - c. For failure to maintain in good order, the House Connection or fixtures beyond the curb and owned by the applicant.
 - d. For disturbing, tampering with or interfering with any service pipe, meter, curb stop, or seal, or any of the components of the water system of the Authority.
 - e. In case of vacancy of the Property not previously reported to the Authority.
 - f. In cases where discontinuance of water service is necessary, in the reasonable judgment of the Board of the Authority, to insure and protect the public health and safety, or in order to prevent or repair water leakage through other components of the Authority's water system.

In the event of discontinuance of service without prior notice, the Authority shall provide notice of termination, by mail or hand delivery as soon as feasible, but in any event within five (5) days.

3. Discontinuance on Notice. The Authority reserves the right to discontinue water service, after fifteen (15) days notice to a customer, for any of the following reasons, provided that the issue raised by the Authority in such notice is not satisfactorily addressed in the time provided in the notice:

- a. For the use of water for any Property or purpose other than that described by a customer in an application for service to the Authority.
- b. For the refusal of a customer to allow the Authority access to Property for the purpose of inspection, or for the reading of, caring for, or removal of a meter or meters, or for any other purpose necessary for proper maintenance or repair of the water system.
- c. For violation of any of the rules and regulations of the Authority not otherwise specifically addressed in this section.

4. Discontinuance for Non-Payment. The Authority provides water service and is billing agent for the Caernarvon Township Municipal Sewer Authority. The Authority reserves the right to discontinue water service to any customer for nonpayment of water or sewer charges, tapping fees, or other sums due, consistent with the procedures set forth in these Rules.

- a. First Notice. If payment in full has not been received within thirty (30) days of the date of any billing for water and/or sewer charges, the Authority shall provide the customer with written notice, by first class mail, that such payment is delinquent. The Notice shall provide that payment in full must be made within fifteen (15) days to

avoid further collection action or termination of service.

b. Second Notice. If payment in full is not received by the Authority within the time provided on the First Notice, a Second Notice shall be delivered, both by regular mail and by posting on the main entrance or other prominent location on the premises served. That Second Notice shall provide that, in the event the Authority has not received payment in full within ten (10) days of the date of the Second Notice, the Authority may, at its discretion, discontinue water service to that customer any time thereafter.

5. No Liability. If the Authority shall deem it necessary to discontinue water service under the provisions of this section, in no event shall the Authority be liable for any damage or inconvenience suffered by the customer due to discontinuance of service.

Nothing herein shall prevent the Authority from providing additional notice to any delinquent customer, or from accepting any repayment proposal deemed to be in the best interest of the Authority in the reasonable discretion of the Board. No informal notice delivered to any customer, nor any payment arrangement agreed upon by the Board with any customer, shall impair or affect the Authority's right to strictly enforce these Rules concerning delinquent accounts.

The Authority reserves all of its rights to file municipal liens for delinquent water and sewer charges as well as for other charges due by any customer. Pursuant to resolution previously adopted, the Authority shall include, in the amount of any lien, attorney's fees and costs of filing.

H. H. Multiple Consumer Units

Where more than one Consumer Unit is located in one building, house or other structure owned by one Consumer and such building, house or other structure, at the discretion of the Authority, is served through one common water meter, multiple charges per quarter

annum shall be imposed upon such Consumer for each Consumer Unit located in such building, house or other structure. The multiple charge per quarter annum shall be computed in the following manner: (1) the total consumption of water through such common water meter shall be divided by the number of Consumer Units served thereby; (2) the Schedule of Rates as from time to time may be established by the Authority for computing water rates and other charges shall be applied to the resultant quotient; and (3) the resultant pro rata rental and charge for each Consumer Unit shall be multiplied by the number of such Consumer Units receiving water service through such common water meter to arrive at the total bill for all such Consumer Units served through the common meter; provided, however, that there shall be charged any minimum rate or charge as from time to time may be established by the Authority per quarter annum for each Consumer Unit, computed as if each Consumer Unit was served with a separate water meter of a size appropriate for that unit (3/4" meter, in the case of residential units.) (Rev. 7/11/2018)

- I. Backflow Prevention. Each new water service constructed shall be equipped with a backflow prevention device to prevent backflow of water supply due to induced differential in pressure. Backflow prevention devices shall be in accord with the Department of Environmental Protection Rules and Regulations, codified in the Pennsylvania Code at 25 Pa. Code Section 109.709, and shall be approved by the Authority (Rev. 3/01/06)

- J. Miscellaneous Escrow Requirements. An escrow deposit shall be required from any property owner, equitable owner, customer or any other person or entity which shall become involved in a proceeding which requires time and materials expenditure by the Authority staff and/or consulting engineers or legal counsel. Such proceedings may include, but not be limited to: zoning variances, petitions for zoning ordinance amendment or curative amendment, participation in land development or land subdivision activities. The initial deposit payable to the Authority for its costs shall be \$10,000.00, or such lesser amount as the Authority Board shall in its sole discretion determine, and this escrow fund shall be supplemented

as necessary during the course of the proceeding so that sufficient funds are continuously on hand to cover all Authority costs prior to incurring the cost(s). The Authority shall not be responsible or otherwise liable to pay interest on any funds deposited into the Developer's (or equivalent party) Escrow Account. (Rev. 3/01/06)