

# **BEDFORD BOROUGH WATER AUTHORITY**

**Serving  
Bedford Borough and portions of Bedford Township  
Bedford County  
Bedford, Pennsylvania**

## **WATER SYSTEM RULES AND REGULATIONS**

**APRIL 17, 2006**

**WITH SUBSEQUENT AMENDMENTS**

**BEDFORD BOROUGH WATER AUTHORITY**

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**RESOLUTION 3 - 2008**  
**BEDFORD BOROUGH WATER AUTHORITY**

**A RESOLUTION OF THE BOARD OF BEDFORD BOROUGH WATER AUTHORITY  
AMENDING THE RULES AND REGULATIONS, PREVIOUSLY ADOPTED ON APRIL 17,  
2006, RELEVANT TO THE WATER SYSTEM OWNED AND OPERATED BY THIS  
AUTHORITY; PROVIDING FOR ENFORCEMENT AND APPLICABILITY OF SUCH  
RULES AND REGULATIONS; AND FIXING THE EFFECTIVE DATE OF SUCH RULES  
AND REGULATIONS.**

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The Board of Bedford Borough Water Authority resolves as follows:

### **ARTICLE I – DEFINITIONS**

Unless the context specifically indicates otherwise, the meaning of terms used in this Resolution shall be as follows:

- 1.01 APPLICANT FOR AN AUTHORITY FACILITY CONNECTION: Any Person who owns a Premises and applies to the Authority for the installation of an Authority Facility Connection.
- 1.02 APPLICANT FOR WATER SERVICE: Any Consumer who applies to the Authority for Water Service via an existing or proposed Authority Facility Connection.
- 1.03 APPLICATION FOR AN AUTHORITY FACILITY CONNECTION: The document/form provided by the Authority to any Person desiring to connect a Premises to an Authority Water Main.
- 1.04 APPLICATION FOR WATER SERVICE: The document/form provided by the Authority to any Person desiring to obtain Water Service from the Authority.

- 1.05 AUTHORITY: The Bedford Borough Water Authority, a municipality authority incorporated, organized and existing under provisions of the Pennsylvania Municipality Authorities Act of 1945, approved May 2, 1945, P.L.382, as amended and supplemented, or any person authorized to act as its agent.
- 1.06 AUTHORITY FACILITY CONNECTION: The water pipe, valves, and other facilities installed by the Authority or by the Developer and officially dedicated to the Authority, all of which shall subsequently be owned by the Authority and may be maintained by the Authority and shall be used by it to convey water from its Water Main to its curb stop which is installed between the main and the property line of a Premises.
- 1.07 BACKFLOW: Pressure created by any means in the Customer Facilities, which by being in excess of the pressure in the Water Main causes a potential reversal of flow condition.
- 1.08 BOARD: The governing body of the Authority.
- 1.09 BOROUGH: The Borough of Bedford, Bedford County, Pennsylvania.
- 1.10 COMMERCIAL SERVICE: Water Service provided to a Premises in which any type of trade or commerce is conducted.
- 1.11 CONNECTION FEE: The fee charged by the Authority to recover its cost of the installation of the Authority Facility Connection. The amount of this fee is set forth in Article II, Schedule of Connection Fees.
- 1.12 CONSTRUCTION WATER SERVICE: A supply of water provided for use in construction. It shall be for a period not to exceed ninety (90) days and it shall not include water used in landscaping activities.
- 1.13 CONSUMER: A Person occupying a Consumer Unit who, prior to, upon or after the effective date hereof, is receiving or shall receive Water Service for said Consumer Unit.
- 1.14 CONSUMER UNIT:
- .01 A building under one (1) roof and occupied by one (1) Consumer; or
  - .02 A combination of buildings in one (1) enclosure or group and occupied by one (1) Consumer; or
  - .03 One (1) side of a double building or house having a solid vertical partition wall; or
  - .04 A building, house or other structure, or any room, group of rooms or part thereof, occupied by more than one (1) Consumer, the water fixtures of which are used in common; or
  - .05 A building, house or other structure, or any room, group of rooms or part thereof, occupied by more than one (1) Consumer, the water fixtures of which are not used in common; or

- .06 Each room or group of rooms in a building, house or other structure occupied or intended for occupancy as a separate business or as separate living quarters by a family or other group of Consumers living together or by a Consumer living alone, the water fixtures of which are not used in common; or
  - .07 Each apartment, office or suite of offices in a building or house having several such apartments, offices or suites of offices and using in common one (1) or more hallways and one (1) or more means of entrance; or
  - .08 Each mobile home or trailer occupied by one family or business; or
  - .09 Each public school or municipal building; or
  - .10 Any combination of the foregoing which, subject to appropriate ordinances enacted by the Municipalities, shall receive Water Service through an Authority Facility Connection.
- 1.15 CROSS CONNECTION: Any physical connection or arrangement between two (2) otherwise separate piping systems, one (1) of which contains potable water and the other either water of unknown or questionable safety or steam, gas or chemical, whereby there exists the possibility for flow from one system to the other, with direction of flow depending upon the pressure differential between the two (2) systems (see “BACKFLOW”).
- 1.16 CUSTOMER: The Owner of a Premises that is connected to a Water Main via an Authority Facility Connection.
- 1.17 CUSTOMER FACILITIES: The water pipes, valves, and other facilities installed and/or owned and maintained by the Customer and used to convey water from the curb stop of the Authority to and within the Premises.
- 1.18 DEVELOPER: a person, partnership, corporation, association, governmental body or any other type of entity which enters into a contractual agreement with the Authority to accomplish an extension of the Water System of the Authority so that Water Service may be provided to a Premises owned by the Developer.
- 1.19 ENGINEER: The individual or firm which is duly appointed by and is serving as the Consulting Engineer of the Authority.
- 1.20 EQUIVALENT DWELLING UNIT:
- .01 Residential: A lot, tract, piece or parcel of land on which there is or will be constructed a single family dwelling unit which is occupied or intended for occupancy as separate living quarters, either for a person living alone or a family or other group of persons living together.
    - .001 Single Family House.
    - .002 Manufactured House.
    - .003 Apartment with kitchen.

- .02 Commercial or Industrial: Any building, either standing alone or as part of a complex of buildings which are situate on a lot, tract, piece or parcel of land in which the selling of a product, the rendering of a service or the manufacturing of any product, either for a consideration or gratuitously, takes place. It shall also include housing complexes for the elderly, motels or hotels, and fraternal establishments.
- .03 Institutional: Any building, either standing alone or as part of a complex of buildings which are situate on a lot, tract, piece or parcel of land used for religious, educational or governmental purposes.
- 1.21 FIRE METER ASSEMBLY: A device used to measure and record the number of gallons of water consumed/used by a Private Fire Service (fire sprinklers, hydrants, and hoses) or a combination of a Private Fire Service and a Water Service at a Premises.
- 1.22 INDUSTRIAL SERVICE: Water Service provided to a Premises in which any type manufacturing is conducted.
- 1.23 INSPECTOR: Any Person appointed by the Authority to inspect water pipes and appurtenances, both public and private, including Customer Facilities.
- 1.24 INSTITUTIONAL SERVICE: Water Service provided to a Premises in which religious, educational, or governmental activities are conducted.
- 1.25 May: As it is used in this document is permissive.
- 1.26 MUNICIPALITIES: The Borough of Bedford, Bedford County, Pennsylvania and the Township of Bedford, Bedford County, Pennsylvania.
- 1.27 OWNER: Any Person vested with ownership, legal or equitable, sole or partial of any real estate.
- 1.28 PERSON: Any individual, group of individuals, family, business, firm, partnership, company, joint stock company, association, unincorporated association, society, institution, corporation, trust, governmental body or an agency, department or political subdivision thereof or any other group or entity.
- 1.29 PREMISES: A lot, tract, piece or parcel of land including any type of building or structure thereon erected or to be erected and to which the Authority either provides an Authority Facility Connection or, if requested, is willing to provide an Authority Facility Connection. In order to receive an Authority Facility Connection, a Premises must be owned, in fee simple, by the Applicant who requests the Authority Facility Connection.
- 1.30 PRIVATE FIRE SERVICE: Water Service which is provided to a Premises only to provide fire protection for that particular Premises.
- 1.31 PUBLIC FIRE SERVICE: Water Service which is provided to the public for fire protection through a fire hydrant of the Authority installed within the right-of-way of a public street or other publicly owned property.

- 1.32 RESIDENTIAL SERVICE: Water Service provided to a Premises which is used only for domestic or dwelling purposes.
- 1.33 SERVICE AREA: Inter alia, the portions of Borough of Bedford and Township of Bedford which this Authority shall be authorized and/or permitted to serve.
- 1.34 Shall: As it is used in this document is mandatory.
- 1.35 TAPPING FEE: A fee charged by the Authority to any Applicant requesting an Authority Facility Connection to a Premises. This fee shall consist of capacity and distribution components which are calculated in accordance with the provisions of Act 57 of 2003 and any subsequent amendments thereto and as are established in the Schedule of Rates and Charges.
- 1.36 TEMPORARY WATER SERVICE: Water Service provided to a Customer for a period not to exceed twenty-four (24) hours.
- 1.37 TENANT: Any Person who receives Water Service at a Premises and who is not the Owner of the said Premises.
- 1.38 TOWNSHIP: The Township of Bedford, Bedford County, Pennsylvania.
- 1.39 WATER MAIN: A water pipe owned by the Authority that is installed in a public street, avenue, roadway, or right-of-way, which is used to provide Water Service to a Customer or Customers.
- 1.40 WATER METER: A device used to measure and record the number of gallons of water consumed/used by persons, animals, plants or equipment (excluding fire sprinklers, hydrants and hoses) in a Consumer Unit or Consumer Units.
- 1.41 WATER SERVICE: The process whereby water is supplied to a Premises by the Authority.
- 1.42 WATER SYSTEM: The water works, water supply works and water distribution system facilities, together with all appurtenant facilities and properties, including all property, real, personal and mixed, which this Authority has acquired or constructed, together with all appurtenant facilities which this Authority hereafter shall acquire or construct, including all property, real, personal and mixed, rights, powers, licenses, easements, rights-of-way, privileges, franchises and all other property or interests in property of any nature, for use in connection with constructing, operating and maintaining said water facilities, and all additions, extensions, alterations and improvements which hereafter, from time to time, may be made thereto, located in the Municipalities.

## **ARTICLE II – WATER MAIN EXTENSIONS**

- 2.01 The Authority shall not be obligated to make any extension to its Water System. The Authority may permit an extension at the sole cost of the Developer who requests such extension on those terms and conditions which are satisfactory to the Authority.
- 2.02 The Authority reserves the right to accomplish extensions of its Water System, at its own cost, beyond an extension which is installed at the cost of a Developer.



- 2.03 If an extension of the Water System is requested by a Developer in order that one (1) or more Premises in a recorded plan receive service, he/she/it shall be required to pay the cost of extending the Water Main along the street or roadway to the farthest most dividing line of the most distant lot in the plan which will receive service from the extension.
- 2.04 If an extension of the Water System is requested by a Developer in order that a Premises which is not part of a recorded plan can receive service, the Developer shall be required to extend the Water Main along the street or roadway to a point which is either perpendicular to the farthest side of the structure on the Premises which is to be served or to a point at which the extension shall have been extended, by lineal feet, across at least fifty (50%) percent of the total frontage of the Premises on said street or roadway, whichever distance is longer.
- 2.05 The size of a Water Main extension to be installed at the cost of a Developer shall be determined solely by the Authority; however, if the Authority requests that a size pipe be installed which is larger than that necessary for a usual installation, it may require the Developer to install that larger size, the increased cost of the pipe to be paid by the Authority.
- 2.06 If an extension can be installed in more than one (1) street or roadway in order to provide service to a Premises, the Authority retains the exclusive right to choose the particular street or roadway to be used for the extension in order that there be an orderly expansion of its Water System.
- 2.07 Water Mains shall be of ductile iron pipe or C-900 or equivalent PVC pipe as approved by the Authority and shall be laid at least four (4') feet below the surface of the ground. No Water Main shall be covered up in the process of installation until inspected, pressure tested, disinfected, and approved in writing by an employee of the Authority.
- 2.08 Installation of Water Mains, separation distances from other utilities.
- .01 Parallel Installation – Sanitary and Storm Sewers
- .001 Water Mains shall be laid at least ten (10') feet horizontally from any existing or proposed sewer. The distance shall be measured edge-to-edge. In cases where it is not practical to maintain a ten (10') foot separation, the Authority may allow deviation on a case-by-case basis (see Section 2.08.03), if supported by data from the design engineer. Such deviation may allow installation of the Water Main closer to a sewer, provided that the Water Main is laid in a separate trench or on an undisturbed earth shelf located on one side of the sewer at such an elevation that the bottom of the Water Main is at least one and one-half (1.5') feet above the top of the sewer.
- .02 Crossings – Sanitary and Storm Sewers
- .001 Whenever a Water Main must cross building drains, storm sewers, or sanitary sewers, the Water Main shall be laid at such an elevation that the bottom of the Water Main is at least one and one-half (1.5') feet above the top of the sewer. This vertical separation shall be maintained for the portion of the Water Main located within ten (10') feet horizontally of any sewer or drain it crosses. The

ten (10') feet is to be measured as a perpendicular distance from the drain or sewer line to the Water Main.

.03 Exception

.001 The Developer must obtain written approval from the Authority prior to constructing/installing any Water Main when it is impossible to obtain the proper horizontal and vertical separations as stipulated in Sections 2.08.01 and 2.08.02.

.04 No Water Main shall pass through or come in contact with any part of a sewer manhole.

.05 No Water Main shall be laid parallel in the same trench with a gas pipe, oil pipe, electrical line, telephone line, television line, or computer line. An undisturbed earthen barrier, being at least three (3') feet in width, shall be maintained between any gas pipe, oil pipe, electrical line, telephone line, television line, or computer line and the Water Main.

.06 A vertical separation of at least one and one-half (1.5') feet shall be maintained between any gas pipe, oil pipe, electrical line, telephone line, television line, or computer line when said utility crosses a Water Main.

.07 No Water Main shall be laid within four (4') feet of any open excavation or vault.

2.09 The following general procedure shall be followed when a Developer requests an extension of the Water System:

.01 The Developer shall provide the Authority with a copy of his/her/its recorded plan, survey, and deed of the property which will be served.

.02 The Authority shall provide the Developer with a copy of its current standard specifications for the Water System.

.03 The Developer shall then advise the Authority as to whether he/she/it desires the Authority's Engineer to prepare the detailed plans and specifications for the installation of the extension or whether he desires his/her/its engineer to prepare same in accordance with the Authority's requirements.

.001 If the Developer elects to have the Authority's Engineer perform this work, he/she/it shall then deposit a sum of money with the Authority equal to the Authority's Engineer's estimated cost of its work.

.002 If the Developer elects to have his/her/its engineer prepare the detailed plans and specifications, he/she/it shall provide the Authority with a complete set of such documents in order that they be reviewed by the Authority's Engineer to insure that they conform to the requirements of the Authority.

.003 The Developer shall, when he/she/it delivers the documents, deposit such sum of money with the Authority as it estimates to be necessary to cover the preliminary fees of the Authority's Solicitor and Engineer and its administrative costs, all such fees and costs being those required in order for the Authority to

review the plans and specifications.

- .04 Following the Authority's review, it will advise the Developer of any changes which may be required in his/her/its plans and specifications in order that they be approved. The Developer shall make these required changes and provide the Authority with three (3) complete sets of the revised plans and specifications, together with a copy of his/her/its estimate of the cost and time for completion of the extension if the extension is installed by him/her/it using his/her/its own labor and material. This estimate of cost shall also be used to determine the maximum reimbursement to which the Developer may be entitled under the provisions of Sub-Section .08.003 below.
- .05 Following the approval of the Authority, the Developer shall secure approval of his /her/its plans and specifications by all those governmental entities which have jurisdiction over the same, proof of such approval to be provided to the Authority.
- .06 When the Developer has secured all necessary approvals of his/her/its plans and specifications for the extension, the Authority shall notify the Developer as to whether it elects to install the extension, at the sole cost of the Developer. This decision is to be based on the fact that the Authority's estimate of its cost to make the installation is less than the Developer's and that its estimated time for completion of the installation is no greater than that of the Developer.
- .07 If the extension is to be installed by the Developer using the services of an independent contractor, the Authority reserves the right to approve such contractor, in advance. The Developer is to provide the Authority with the following information as to such contractor:
  - .001 Proof of the contractual arrangement which will exist between the Developer and the contractor, this is to include evidence of a valid, no lien agreement between the Developer and the contractor. The Developer shall also provide the Authority with all such certificates of insurance covering the activities of the contractor as shall be required by the Authority.
  - .002 An Experience, Equipment and Financial Statement shall be completed on a form to be supplied by the Authority.
  - .003 The Authority reserves the right to reject any contractor who, in its opinion, is not qualified to install the extension.
- .08 When all the requirements, set forth above, have been complied with by the Developer, to the satisfaction of the Authority, a Developers Agreement shall be prepared by the Authority Solicitor and executed by the Developer and the Authority. This Agreement is to provide among other things, for the following:
  - .001 The deposit, by the Developer with the Authority, of the additional funds which the Authority estimates to be necessary to cover its legal and engineering fees, administration and inspection costs and, in addition, if the Authority is to install the extension, the estimated cost of all its labor and material.
  - .002 The timely delivery to the Authority by the Developer and/or his/her/its contractor, of copies of all performance, labor and material bonds and the original of a two (2) year maintenance bond, all with corporate sureties and in a

form satisfactory to the Authority.

.003 Appropriate provisions relative to the payment of the Connection Fee to the Authority and reimbursement, if any, of construction costs to the Developer, as same, are provided for in these Rules and Regulations.

.004 The furnishing to the Authority by the Developer, following completion of the extension, of a final release of liens whereby both the contractor and the Developer verify that the cost of all labor and material used in the extension have been fully paid.

.09 After final completion of the extension, the Authority shall provide the Developer with an accounting of all those funds previously deposited with it. Any funds which are not expended shall be returned to the Developer or, if the funds deposited were not sufficient to pay all the costs and fees of the Authority, demand will be made on the Developer for payment of the balance. Payment must be made prior to final acceptance of the extension by the Authority.

2.10 When a Water Main extension has been completed and accepted by the Authority, it shall become the property of the Authority, at no cost to it, and the Authority shall then be responsible for its maintenance, subject, nevertheless, to its right to proceed under any outstanding maintenance bond.

2.11 If the Developer installs the extension, he/she/it shall provide the Authority with a breakdown of his/her/its final cost for the extension so that it becomes a part of its Capital Improvement record.

2.12 Notwithstanding the provisions of Sections 2.02 and 2.03, when, by using due diligence, the Authority has determined that the land which lies adjacent to and beyond the Premises for which the service is being requested, appears unlikely to be capable of and subject to development, it may then establish other requirements for the extension of a Water Main.

### **ARTICLE III – AUTHORITY FACILITY CONNECTION – CONNECTION FEES**

3.01 No Person shall uncover, connect with, make any opening into or use in any manner any part of the Water System of this Authority without first filing an Application for an Authority Facility Connection and securing a permit, in writing, from this Authority.

3.02 The Applicant for an Authority Facility Connection shall state the purpose or purposes for which water will be used and such other appropriate information as shall be required by the Authority. The Authority may, if there are unusual conditions relative to its providing an Authority Facility Connection, require an Applicant for an Authority Facility Connection to enter into a supplemental contract in addition to the Application for an Authority Facility Connection.

3.03 The size of the Authority Facility Connection necessary to adequately serve a Customer and the location of such Authority Facility Connection shall be determined by the Authority. If any Applicant for an Authority Facility Connection shall request an Authority Facility Connection of a greater capacity than that determined by the Authority, the Authority, at its discretion, may install such Authority Facility Connection in accordance with the request of such Applicant

provided that the applicable fees are paid by the Applicant for the larger Authority Facility Connection.

- 3.04 The Application for an Authority Facility Connection shall be submitted to the Authority at least two (2) weeks, ten (10) working days, in advance of the date that installation of the Authority Facility Connection is desired for three-quarter ( $\frac{3}{4}$ " ) inch or one (1") inch diameter taps when the Authority's Water Main is located within a Borough street, avenue or roadway or an Authority right-of-way.
- 3.05 The Application for an Authority Facility Connection shall be submitted to the Authority at least six (6) weeks, thirty (30) working days, in advance of the date that installation of the Authority Facility Connection is desired for any size tap when the Authority's Water Main is located within a Pennsylvania Department of Transportation right-of-way or the tap size is greater than one (1") inch in diameter when the Authority's Water Main is located within a Borough street, avenue or roadway or an Authority right-of-way.
- 3.06 After approval by the Authority of the Application for an Authority Facility Connection and receipt by the Authority of the required fees, the Application for an Authority Facility Connection shall form a binding contract between the Applicant, who becomes the Customer, and the Authority.
- 3.07 The Authority Facility Connection shall be installed by the Authority only after the prospective Customer has completed installation of the Customer Facilities or has given assurance, satisfactory to the Authority, of the Customer's intention so to do.
- 3.08 No Authority Facility Connection shall be installed when the air temperature is below forty (40°) degrees Fahrenheit or when the ground is frozen to a depth of greater than two (2") inches. This rule may be waived by the Authority in case of emergency or necessity. The determination of an emergency or necessity shall rest with the Authority.
- 3.09 The Authority Facility Connection shall be of "K" copper tubing, ductile iron pipe, C-900 or equivalent PVC pipe or polyethylene tubing as approved by the Authority; shall be laid at least four (4') feet below the surface of the ground; and shall be kept in good repair and free of leaks at the expense of the Authority. No Authority Facility Connection shall be covered up in the process of installation until inspected, pressure tested, disinfected, and approved in writing by an employee of the Authority.
- 3.10 Installation of an Authority Facility Connection, separation distances from other utilities.
  - .01 Parallel Installation – Sanitary and Storm Sewers
    - .001 An Authority Facility Connection shall be laid at least ten (10') feet horizontally from any existing or proposed sewer. The distance shall be measured edge-to-edge. In cases where it is not practical to maintain a ten (10') foot separation, the Authority may allow deviation on a case-by-case basis (see Section 3.10.03), if supported by data from the design engineer. Such deviation may allow installation of the Authority Facility Connection closer to a sewer, provided that the Authority Facility Connection is laid in a separate trench or on an undisturbed earth shelf located on one side of the sewer at such an elevation that

the bottom of the Authority Facility Connection is at least one and one-half (1.5') feet above the top of the sewer.

.02 Crossings – Sanitary and Storm Sewers

.001 Whenever an Authority Facility Connection must cross building drains, storm sewers, or sanitary sewers, the Authority Facility Connection shall be laid at such an elevation that the bottom of the Authority Facility Connection is at least one and one-half (1.5') feet above the top of the sewer. This vertical separation shall be maintained for the portion of the Authority Facility Connection located within ten (10') feet horizontally of any sewer or drain it crosses. The ten (10') feet is to be measured as a perpendicular distance from the drain or sewer line to the Authority Facility Connection.

.03 Exception

.001 The Developer must obtain written approval from the Authority prior to constructing/installing any Authority Facility Connection when it is impossible to obtain the proper horizontal and vertical separations as stipulated in Sections 3.10.01 and 3.10.02.

.04 No Authority Facility Connection shall pass through or come in contact with any part of a sewer manhole.

.05 No Authority Facility Connection shall be laid parallel in the same trench with a gas pipe, oil pipe, electrical line, telephone line, television line, or computer line. An undisturbed earthen barrier, being at least three (3') feet in width, shall be maintained between any gas pipe, oil pipe, electrical line, telephone line, television line, or computer line and the Authority Facility Connection.

.06 A vertical separation of at least one and one-half (1.5') feet shall be maintained between any gas pipe, oil pipe, electrical line, telephone line, television line, or computer line when said utility crosses an Authority Facility Connection.

.07 No Authority Facility Connection shall be laid within four (4') feet of any open excavation or vault.

3.11 No Authority Facility Connection shall be installed when street or high way openings are prohibited by the Pennsylvania Department of Transportation or the Borough or the Township, as applicable, or when, in the judgment of the Authority, working conditions are unreasonable for such installation.

3.12 When it is necessary to replace an existing Authority Facility Connection, the Authority shall replace said Authority Facility Connection in the same location as the old Authority Facility Connection; provided, however, that if the Customer, for his/her/its own convenience, desires the new Authority Facility Connection at some other location and agrees to pay to the Authority all expenses of cutting off the old Authority Facility Connection at the main and any other additional expenses incurred by the Authority in complying with said request. Then the

Authority shall install the new Authority Facility Connection at the location desired, if said location is approved by the Authority.

- 3.13 Only Persons authorized by the Authority shall be permitted to make an Authority Facility Connection.
- 3.14 A separate Authority Facility Connection shall be installed for each Consumer Unit; provided, however, that if the Authority shall deem it advisable, the Authority, at its own discretion, may install or allow to be installed a single Authority Facility Connection with multiple curb stops/valves and curb/valve boxes, for two (2) or more buildings, houses or other structures. Approval for the installation of a single Authority Facility Connection with multiple curb stops/valves boxes shall be requested in advance for consideration by the Authority.
- 3.15 When title to a Consumer Unit or Premises, which is now receiving Water Service from an Authority Facility Connection that is situated on another separately deeded lot, tract, piece or parcel of land, is being transferred to a new owner; the Authority may, at its discretion, require the current owner or the new owner of the said Consumer Unit or Premises to submit an Application for an Authority Facility Connection and pay such Connection Fees, as may be then in effect, for the installation of a new Authority Facility Connection.
- 3.16 When more than one (1) Consumer Unit is now supplied or hereafter is supplied through one (1) Authority Facility Connection under control of one (1) curb stop/valve and one (1) curb/valve box, any violation of these Rules and Regulations by a Customer or a Consumer so supplied may be deemed a violation as to the Customer and all Consumers and the Authority may take such action as could be taken against a single Customer or Consumer, including the requirement that the Customer make application to and pay the Authority for the installation of separate Authority Facility Connections for each Consumer Unit. The Customer shall then individually connect the Consumer Units to the Authority Facility Connections.
- 3.17 The curb box or the valve box, which is linked with the valve that is situated at the point separating the Authority Facility Connection and the Customer Facilities, shall be maintained by the Authority as far as ordinary wear and tear or damage by the Borough of Bedford is concerned, but the Customer shall be responsible to the Authority for any damage to or loss any of part(s) of the curb box or the valve box arising out of or caused by the Customer's negligence or carelessness or the negligence or carelessness of any Person living upon or being upon the Customer's Premises under the Customer's employment or by Customer's consent or sufferance. The Customer shall permit no one, except an agent of the Authority or others lawfully authorized so to do, to remove, inspect or tamper with the curb box or the valve box.
- 3.18 This Authority does charge a Connection Fee for the installation of an Authority Facility Connection against the Customer whenever such Customer hereafter shall desire to connect any Premises to the Water System. The same Connection Fees shall be charged to a Customer desiring to install a Private Fire Service. The amount of the Connection Fee shall be paid according to the schedule described in ATTACHMENT "A" as listed here-in.
- 3.19 All applications, contracts and agreements entered into between the Customer and the Authority are subject to changes or modifications as may be required in order that the Authority can continue to render its service in compliance with all laws, statutes, ordinances, and regulations of any governmental agency and such changes or modifications shall be considered

as made between the Customer and the Authority as of the date the Authority is obligated to comply with same.

- 3.20 All existing Customers, upon the effective date of these Rules and Regulations, shall be bound by these Rules and Regulations and the water rates, fees, and charges of the Authority in effect, from time to time, pursuant to proper action of the Board of the Authority. With respect to future Customers, these Rules and Regulations and the water rates, fees, and charges of the Authority in effect, from time to time, pursuant to proper action of the Board of the Authority, shall constitute a part of the contract between the Customer and the Authority. Each Customer, by connecting his/her/its Premises to an Authority Facility Connection agrees to be bound by these Rules and Regulations and the prevailing water rates, fees, and charges of the Authority in effect, from time to time, pursuant to proper action of the Board of the Authority, whether the connection is based upon contract, agreement, signed and approved application or otherwise.
- 3.21 Any modification, repeal, supplement or amendment of these Rules and Regulations shall be applicable to and shall govern all Customers upon the effective date of such modification, repeal, supplement or amendment, as well as future Customers of the Water System.

#### **ARTICLE IV – CUSTOMER FACILITIES**

- 4.01 The Customer Facilities to the structure (and through the wall of the structure and housing facility for the meter, if any) to be served shall be installed by the prospective Customer, at the Customer's expense; shall be of "K" copper tubing, ductile iron pipe, C-900 or equivalent PVC pipe or polyethylene tubing as approved by the Authority; shall be laid at least four (4') feet below the surface of the ground; and shall be kept in good repair and free of leaks at the expense of the Customer. No Customer Facilities shall be covered up in the process of installation until inspected, pressure tested, disinfected, and approved in writing by an employee of the Authority.
- 4.02 Installation of Customer Facilities, separation distances from other utilities.
- .01 Parallel Installation – Sanitary and Storm Sewers
- .001 Customer Facilities shall be laid at least ten (10') feet horizontally from any existing or proposed sewer. The distance shall be measured edge-to-edge. In cases where it is not practical to maintain a ten (10') foot separation, the Authority may allow deviation on a case-by-case basis (see Section 4.02.03), if supported by data from the design engineer. Such deviation may allow installation of the Customer Facilities closer to a sewer, provided that the Customer Facilities are laid in a separate trench or on an undisturbed earth shelf located on one side of the sewer at such an elevation that the bottom of the Customer Facilities are at least one and one-half (1.5') feet above the top of the sewer.



.02 Crossings – Sanitary and Storm Sewers

.001 Whenever Customer Facilities must cross building drains, storm sewers, or sanitary sewers, the Customer Facilities shall be laid at such an elevation that the bottom of the Customer Facilities are at least one and one-half (1.5') feet above the top of the sewer. This vertical separation shall be maintained for the portion of the Customer Facilities located within ten (10') feet horizontally of any sewer or drain it crosses. The ten (10') feet is to be measured as a perpendicular distance from the drain or sewer line to the Customer Facilities.

.03 Exception

.001 The Developer must obtain written approval from the Authority prior to constructing/installing any Customer Facilities when it is impossible to obtain the proper horizontal and vertical separations as stipulated in Sections 4.02.01 and 4.02.02.

.04 No Customer Facilities shall pass through or come in contact with any part of a sewer manhole.

.05 No Customer Facilities shall be laid parallel in the same trench with a gas pipe, oil pipe, electrical line, telephone line, television line, or computer line. An undisturbed earthen barrier, being at least three (3') feet in width, shall be maintained between any gas pipe, oil pipe, electrical line, telephone line, television line, or computer line and the Customer Facilities.

.06 A vertical separation of at least one and one-half (1.5') feet shall be maintained between any gas pipe, oil pipe, electrical line, telephone line, television line, or computer line when said utility crosses the Customer Facilities.

.07 No Customer Facilities shall be laid within four (4') feet of any open excavation or vault.

4.03 For pipes two (2") inches and less in diameter, one (1) ball type valve shall be placed on the Customer Facilities immediately within the wall of the structure to be served on the street side of the Water Meter and another ball type valve shall be placed immediately down stream of the Water Meter. For pipes greater than two (2") inches in diameter, one (1) gate type valve shall be placed on the Customer Facilities immediately within the wall of the structure to be served on the street side of the Water Meter and another gate type valve shall be placed immediately down stream of the Water Meter. These valves should be easily accessible to the occupants of the structure so as to enable them to turn off water in case of leaks and to also facilitate maintenance of the Water Meter. See Standard Details, ARTICLE XIV.

4.04 Customers shall keep and maintain their Customer Facilities in good repair and condition, shall protect the same from freezing, and shall prevent all waste of water.

4.05 All leaks in the Customer Facilities shall be repaired promptly by the Customer, at the Customer's own expense. Upon failure of such Customer to make such repairs within a reasonable time, as specified by the Authority, the Authority may at its discretion, terminate

Water Service to such Premises, after which such Water Service shall not be restored until and after the Customer shall have repaired the leak to the satisfaction of the Authority and shall have paid to the Authority the full amount of all proper and necessary expenses incurred by the Authority in terminating and again restoring Water Service, which shall include the fees outlined in ARTICLE II of ATTACHMENT “D”.

- 4.06 The Authority shall not be responsible for maintenance of any Customer Facilities or any other pipe or fixture on the outlet side of the curb box, nor shall the Authority be responsible for any damage resulting from escape of water from any Customer Facilities or any pipe or fixture on the outlet side of the curb box. The Customer at all times shall comply with all state and municipal regulations relating to Customer Facilities and any pipes and fixtures on the outlet side of the curb box and the Authority shall not be required to deliver Water Service thereto unless so approved. The Customer, at his/her/its own expense, shall make any and all changes to such Customer Facilities, pipes, and fixtures which shall be required or made necessary as a result of any change of grade or relocation of mains or Authority Facility Connections or otherwise.
- 4.07 No Customer shall divert, in any manner whatsoever, water being furnished to such Customer to any other Person, except with written permission of the Authority first having been requested and granted.
- 4.08 No cross-connection shall be constructed or maintained, either directly or indirectly with the Water System, without first having obtained written permission from the Authority. No fixture, device or fitting shall be installed which may permit or provide a backflow connection between the Water System and any well, drainage system, soil pipe or waste pipe which would permit or make possible the backflow of sewage or water into the Water System.
- 4.09 All new plumbing construction of Customer Facilities shall have, as a minimum, a dual-check-valve type backflow preventer installed immediately down stream of the Water Meter and before the first tee of connection to a water using fixture. An expansion tank shall be installed downstream of the dual-check-valve type backflow preventer, at the Customer’s expense, to prevent over-pressurization. The Authority shall not be responsible for any damage to Customer’s Facilities or property due to the failure to provide pressure relief.
- 4.10 All Customer Facilities that pre-date the adoption of these Rules and Regulations shall be fitted with backflow prevention and expansion tank devices, at the Customer’s expense, upon receipt of written notice from the Authority.
- 4.11 All new plumbing construction of Customer Facilities shall be in conformance with the Authority’s Rules and Regulations and, when applicable, with the provisions of the Uniform Construction Code or any other plumbing code as may be in effect at the time of construction.

#### **ARTICLE V – WATER METERS**

- 5.01 No Customer shall withdraw any water from the Water System of this Authority without first making application to and purchasing a Water Meter from this Authority.

- 5.02 Every Consumer Unit shall have a separate Water Meter; provided, however, that if the Owner or Owners of a Premises containing more than one (1) Consumer Unit so shall request, the Authority, at its discretion, may allow the installation of only one (1) Water Meter to record consumption for the entire Premises.
- 5.03 All Water Meters shall be furnished by the Authority and shall be accessible to and under the control of the Authority. The first Water Meter(s) to be placed in a building or structure as well as subsequent Water Meters needed because of expansions or alterations of a building or structure shall be purchased and installed by the Customer. Thereafter, the Authority shall, at its own expense, replace the Water Meter(s) which is/are found to be malfunctioning because of normal wear. The Customer may, however, be required to alter the plumbing within the building or structure and assume the costs thereof, should the replacement Water Meter(s) not fit in the area occupied by the malfunctioning Water Meter(s).
- 5.04 The Authority reserves the right to determine the size of each Water Meter installed.
- 5.05 This Authority does charge a Water Meter fee against the Customer whenever such Customer hereafter shall desire to connect a Premises to the Water System. The amount of the Water Meter fee shall be paid according to the schedule described in ATTACHMENT "B" as listed here-in.
- 5.06 The Water Meter shall be conveniently located within the building or structure supplied or to be supplied with Water Service or in another type of facility for the housing thereof satisfactory to the Authority, at a point approved by the Authority, so as to control the entire water supply; and a proper place and protection therefore shall be provided by the Customer at his/her/its expense. In any case where it is not convenient to place the Water Meter within the building or structure, or where the distance between the termination point of the Authority Facility Connection and the building or structure to be served is more than one hundred (100') feet in length, the Authority shall require the Water Meter to be placed outside the building or structure in a concrete, brick, metal, PVC plastic, polyethylene plastic or reinforced fiberglass vault provided with a suitable cover. Said vault shall be built within the property line of the Premises to be served, at the expense of the Customer and shall be located as close to the property line or easement line as possible.
- 5.07 Water Meters 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 damage to or loss of any Water Meter arising out of or caused by the Customer's negligence or carelessness or the negligence or carelessness of any Person living upon or being upon the Customer's Premises under the Customer's employment or by Customer's consent or sufferance, whether such damage or loss shall be caused by freezing, hot water or other cause whatsoever. The Customer shall permit no one, except an agent of the Authority or others lawfully authorized so to do, to remove, inspect or tamper with the Water Meter or other property of the Authority on the Customer's Premises.
- 5.08 The charge for re-installation of Water Meters when removed because of damage in any way for which the Customer is responsible under Section 5.07 of this ARTICLE shall be in accordance with the schedule of charges as set forth the Section 5.11 of this ARTICLE with respect to meter tests.

- 5.09 The quantity of water recorded by the Water Meter shall be conclusive on both the Consumer and the Authority, except when the Water Meter has been found to be registering inaccurately or has ceased to register. In either case, excepted above, the Water Meter shall be repaired promptly by the Authority and the quantity of water consumed for the billing period when the meter was out of service or registering inaccurately shall be estimated by the average registration of the meter on the three (3) previous corresponding billing periods. That is, for example, should the Water Meter have ceased to operate or have been found to be registering inaccurately during the third (3<sup>rd</sup>) billing period of the year, the current third (3<sup>rd</sup>) billing period shall be calculated by averaging the third (3<sup>rd</sup>) billing period consumptions of the three (3) previous years; unless the operation or use within the Consumer Unit shall have changed drastically within the previous three (3) year period, in which case the current third (3<sup>rd</sup>) billing period shall be calculated by averaging the consumptions of the three (3) previous billing periods; or unless some other method would more accurately provide an estimated usage.
- 5.10 In case of a disputed account involving accuracy of a Water Meter, such Water Meter shall be tested upon the request of the Consumer. In the event the Water Meter so tested is found to have an error beyond AWWA Specifications of the accurate amount, as prescribed by general practice, the bill will be increased or decreased accordingly by an estimate based upon the average registration of the Water Meter on the three (3) previous corresponding billing periods. That is, for example, should the Water Meter have ceased to operate or have been found to be registering inaccurately during the third (3<sup>rd</sup>) billing period of the year, the current third (3<sup>rd</sup>) billing period shall be calculated by averaging the third (3<sup>rd</sup>) billing period consumptions of the three (3) previous years; unless the operation or use within the Consumer Unit shall have changed drastically within the previous three (3) year period, in which case the current third (3<sup>rd</sup>) billing period shall be calculated by averaging the consumptions of the three (3) previous billing periods; or unless some other method would more accurately provide an estimated usage.
- 5.11 Each request for test of a Water Meter for accuracy shall be accompanied by the deposit fee outlined in ARTICLE V of ATTACHMENT "D". If the Water Meter so tested shall be found to be correct within AWWA Specifications, as prescribed by general practice, the Authority shall charge the Consumer requesting the test for the labor of its employees and for the actual expenses incurred for the meter testing, minus the deposit fee. A minimum of two (2) hours labor shall be charged. If the error in registration is found to be beyond AWWA Specifications of the accurate amount, as prescribed by general practice, then the costs of the employee's labor and the testing of the meter shall be borne by the Authority and the amount of the deposit shall be returned to the Consumer.
- 5.12 The Consumer at once shall notify the Authority of inquiry to or cessation in registration of the Water Meter, as soon as it comes to the Consumer's knowledge.
- 5.13 The Authority shall have the right of free access at all reasonable times to the Premises in or on which a Water Meter is installed for purposes of setting, reading, testing, inspecting and/or repairing.

## **ARTICLE VI – PRIVATE FIRE SERVICE – FIRE METER ASSEMBLY**

- 6.01 The provisions of ARTICLE III shall apply to all Customers desiring an Authority Facility Connection for Private Fire Service.
- 6.02 No Customer shall install a Private Fire Service in/on his/her/its Premises and use water from the Water System of this Authority without first making application to and purchasing a Fire Meter Assembly from this Authority.
- 6.03 All Fire Meter Assemblies shall be furnished by the Authority and shall be accessible to and under the control of the Authority. The first Fire Meter Assembly to be placed in a building or structure as well as any subsequent Fire Meter Assemblies needed because of expansions or alterations of a building or structure shall be purchased by and installed by the Customer.
- 6.04 The Authority reserves the right to determine the size of the Authority Facility Connection and the Customer Facilities, including the size and design of the Fire Meter Assembly.
- 6.05 This Authority does charge a Fire Meter Assembly fee against the Customer whenever such Customer hereafter shall desire to install a Private Fire Service in/on his/her/its Premises. The amount of the Fire Meter Assembly fee shall be paid according to the schedule described in ATTACHMENT “C” as listed here-in.
- 6.06 The Fire Meter Assembly shall be conveniently located and properly protected, at the Customer’s expense, within the building or structure supplied or to be supplied with Water Service for a Private Fire Service or in another type of facility for the housing thereof, satisfactory to the Authority and at a point approved by the Authority, so as to control the entire water supply for the Private Fire Service. In any case where it is not convenient to place the Fire Meter Assembly within the building or structure, or where the distance between the termination point of the Authority Facility Connection and the building or structure to be served is more than one hundred (100’) feet in length, the Authority shall require the Fire Meter Assembly to be placed outside the building or structure in a concrete, brick, metal, PVC plastic, polyethylene plastic or reinforced fiberglass vault provided with a suitable cover. Said vault shall be built within the property line of the Premises to be served, at the expense of the Customer, and shall be located as close to the property line or easement line as possible. The Customer, at his/her/its own expense, shall be responsible for the proper maintenance of any vault.
- 6.07 No Person shall make any unmetered connections to that portion of pipe situated between the Authority Facility Connection and the Fire Meter Assembly.
- 6.08 The Customer shall permit no one, except an agent of the Authority or others lawfully authorized so to do, to remove, inspect or tamper with the Fire Meter Assembly or other property of the Authority on the Customer’s Premises.
- 6.09 The Customer, at his/her/its own expense, shall be responsible for the proper construction and maintenance of any vault containing a Fire Meter Assembly. The Authority shall, at its own expense, be responsible for cleaning and maintaining the strainer portion of the Fire Meter Assembly. The Authority shall, at its own expense, repair or replace any part of the Fire Meter Assembly which is found to be malfunctioning because of normal wear. The Customer may,

however, be required to alter the plumbing within the building, structure or vault and assume the costs thereof, should the replacement of the Fire Meter Assembly not fit in the area occupied by the malfunctioning assembly. Additionally, the Customer shall be responsible to the Authority for any damage to or loss of any Fire Meter Assembly arising out of or caused by the Customer's negligence or carelessness or the negligence or carelessness of any Person living upon or being upon the Customer's Premises, under the Customer's employment or by Customer's consent or sufferance, whether such damage or loss shall be caused by freezing or other cause whatsoever.

- 6.10 The charge for removal and re-installation of any portion of a Fire Meter Assembly, when removed because of damage in any way for which the Customer is responsible under Section 6.09 of this ARTICLE, shall be in accordance with the schedule of deposits required with respect to meter tests as set forth the Section 6.13 of this ARTICLE.
- 6.11 The quantity of water recorded by the Fire Meter Assembly shall be conclusive on both the Consumer and the Authority, except when the Fire Meter Assembly has been found to be registering inaccurately or has ceased to register. In either case, excepted above, the Fire Meter Assembly shall be repaired promptly by the Authority and the quantity of water consumed for the billing period when the Fire Meter Assembly was out of service or registering inaccurately shall be estimated by the average registration of the Fire Meter Assembly on the three (3) previous corresponding billing periods. That is, for example, should the Fire Meter Assembly have ceased to operate or have been found to be registering inaccurately during the third (3<sup>rd</sup>) billing period of the year, the current third (3<sup>rd</sup>) billing period shall be calculated by averaging the third (3<sup>rd</sup>) billing period consumptions of the three (3) previous years; unless the operation, use or circumstances within the Consumer Unit shall have changed drastically within the previous three (3) year period, in which case the current third (3<sup>rd</sup>) billing period shall be calculated by averaging the consumptions of the three (3) previous billing periods; or unless some other method would more accurately provide an estimated usage.
- 6.12 In case of a disputed account involving accuracy of a Fire Meter Assembly, such Fire Meter Assembly shall be tested upon the request of the Consumer. In the event the Fire Meter Assembly so tested is found to have an error beyond AWWA Specifications of the accurate amount, as prescribed by general practice, the bill will be increased or decreased accordingly by an estimate based upon the average registration of the Fire Meter Assembly on the three (3) previous corresponding billing periods. That is, for example, should the Fire Meter Assembly have ceased to operate or have been found to be registering inaccurately during the third (3<sup>rd</sup>) billing period of the year, the current third (3<sup>rd</sup>) billing period shall be calculated by averaging the third (3<sup>rd</sup>) billing period consumptions of the three (3) previous years; unless the operation, use or circumstances within the Consumer Unit shall have changed drastically within the previous three (3) year period, in which case the current third (3<sup>rd</sup>) billing period shall be calculated by averaging the consumptions of the three (3) previous billing periods; or unless some other method would more accurately provide an estimated usage.
- 6.13 Each request for test of a Fire Meter Assembly for accuracy shall be accompanied by the deposit fee outlined in ARTICLE VI of ATTACHMENT "D". If the Fire Meter Assembly so tested shall be found to be correct within AWWA Specifications, as prescribed by general practice, the Authority shall charge the Consumer requesting the test for the labor of its employees and for the actual expenses incurred for the meter testing minus the deposit fee. A minimum of four (4) hours labor shall be charged. If the error in registration is found to be

beyond AWWA Specifications of the accurate amount, as prescribed by general practice, then the costs of the employee's labor and the testing of the meter shall be borne by the Authority and the amount of the deposit shall be returned to the Consumer.

- 6.14 The Consumer at once shall notify the Authority of inquiry to or cessation in registration of the Fire Meter Assembly, as soon as it comes to the Consumer's knowledge.
- 6.15 The Authority shall have the right of free access at all reasonable times to the Premises in /on which a Fire Meter Assembly is installed for purposes of setting, reading, testing, inspecting, and/or repairing the Fire Meter Assembly.
- 6.16 Water supplied by the Authority to a Private Fire Service shall be used only in case of fires. The Authority, however, may allow water so supplied to also be used for the periodic or routine flushing of the Private Fire Service or for the periodic testing of the Private Fire Service such as hydrants and/or booster fire pumps connected to a sprinkler or standpipe system via the following procedure(s) and with the following condition(s):
  - .01 The owner of the Private Fire Service shall make written application to the Authority requesting permission to flush and/or test its Private Fire Service and shall provide to the Authority the date(s) and time(s) of the proposed flushing(s) and/or testing(s).
  - .02 The Authority shall provide to the person making the application a written response either approving or denying the request to flush and/or test the Private Fire Service. If approved by the Authority, the response letter shall confirm the date(s) and time(s) of the proposed flushing(s) and/or testing(s).
  - .03 In the case(s) of testing(s) of the Private Fire Service, the owner of the Private Fire Service or the entity conducting the testing(s) of the Private Fire Service shall provide to the Authority a copy of the results of the said test(s).
- 6.17 Every Customer, by the taking of water, understands and agrees that the Authority assumes no liability as an insurer of property or Persons and that the Authority, by providing water for a Private Fire Service, does not contemplate any special service, pressure, capacity or facility other than that ordinarily provided in normal operation. The Authority declares and each and every Customer agrees that the Authority shall be free and exempt from any and all claims for injuries or damage to Persons and/or property by reason of fire or water or failure to supply water, pressure or capacity.
- 6.18 Every Customer, having an un-metered Private Fire Service, shall install a Fire Meter Assembly and associated appurtenances thereon within thirty-six (36) months of the date of adoption of this Resolution. The materials used, design of, and installation of the Fire Meter Assembly and associated appurtenances shall all be approved by the Authority. The cost related to the installation of these devices shall be borne by the Customer. Existing Rules, Regulations, and Rates relating to an un-metered Private Fire Service shall continue to be in effect until such time as the Fire Meter Assembly is installed and subsequently certified to be operational by the Authority.

## **ARTICLE VII – WATER SERVICE – CONSUMER – DEPOSITS**

- 7.01 An Applicant for Water Service shall be required to post a security deposit equal to an estimated gross quarterly bill (monthly bill for customers using more than 25,000 gallons per month); provided, however, that the minimum deposit shall be equal to the applicable rate(s) per thousand gallons as outlined in ARTICLE I of ATTACHMENT “D” multiplied by five (5) for customers billed on a quarterly basis or by twenty-five (25) for customers billed on a monthly basis. This deposit shall be held by the Authority until the Applicant for Water Service requests the service to be terminated and, after all billings for the service have been paid, any balance remaining shall be refunded to the Applicant for Water Service. No deposit shall bear interest and it shall only be applied to the payment of the final billing. Should an Applicant for Water Service fail to pay any billing when due, he/she/it may be required, in order to have his/hers/its service continued, to post an additional deposit with the Authority to guarantee payment of future billings.
- 7.02 Deposits may be required from Consumers taking Temporary Water Service for a period not to exceed twenty-four (24) hours, in an amount equal to the estimated gross bill for such temporary service; provided, however, that the minimum deposit shall be equal to a minimal quarterly or monthly billing. The deposit shall be returned when the undisputed bill for Water Service has been paid.
- 7.03 When two (2) or more parties, including husband and wife, apply for Water Service, each shall be held jointly and severally liable for the payment of all billings rendered for such service even though only one of them actually signed as the Applicant for Water Service, the person signing the application being considered as agent for all others.
- 7.04 No application for Water Service shall be accepted by the Authority nor shall any Water Service be supplied to any Applicant for Water Service if he/she/it has a delinquent account with the Authority for service to a Premises which is currently or was previously owned and/or occupied by the Applicant for Water Service.
- 7.05 The Authority may, if there are unusual conditions relative to its providing Water Service, require an Applicant for Water Service to enter into a supplemental contract in addition to the Application for Water Service.
- 7.06 After its acceptance by the Authority, the Application for Water Service shall form a binding contract between the Applicant, who becomes the Consumer, and the Authority.
- 7.07 All applications, contracts, and agreements entered into between the Consumer and the Authority are subject to changes or modifications as may be required in order that the Authority can continue to render its service in compliance with all laws, statutes, ordinances, and regulations of any governmental agency and such changes or modifications shall be considered as made between the Consumer and the Authority as of the date the Authority is obligated to comply with same.
- 7.08 Any existing Consumer, upon the effective date of these Rules and Regulations, shall be bound by these Rules and Regulations and the water rates, fees, and charges of the Authority in effect, from time to time, pursuant to proper action of the Board of the Authority. With respect to future Consumers, these Rules and Regulations and the water rates, fees, and charges of the



Authority in effect, from time to time, pursuant to proper action of the Board of the Authority, shall constitute a part of the contract between the Consumer and the Authority. Each Consumer, by the receiving of Water Service, agrees to be bound by these Rules and Regulations and the prevailing water rates, fees, and charges of the Authority in effect, from time to time, pursuant to proper action of the Board of the Authority, whether the Water Service is based upon contract, agreement, signed and approved application or otherwise.

- 7.09 Any modification, repeal, supplement or amendment of these Rules and Regulations shall be applicable to and shall govern all Consumers upon the effective date of such modification, repeal, supplement or amendment, as well as future Consumers of the Water System.

#### **ARTICLE VIII – TEMPORARILY UNOCCUPIED PREMISES; VACATION OF PREMISES; CHANGE OF OCCUPANT; REFUSAL OF APPLICATION; CANCELLATION OF CONTRACT**

- 8.01 When a Premises will be temporarily unoccupied, the Customer shall notify the Authority in writing. Upon receipt of a written request for voluntary termination of Water Service from the Customer by the Authority, Water Service shall, where possible, be terminated. The Customer shall be responsible for all water rates, fees, and charges until the voluntary termination of Water Service request is received by the Authority. Allowance shall be made for the period of unoccupancy in computing the bill of the Customer; provided, however, that no abatement shall be made for a period of less than one (1) month. When the Premises is again occupied, the Customer shall notify the Authority in writing and Water Service shall be restored. Additionally, no refund or allowance shall be made for an unoccupied property when written notices, both at time of unoccupancy and at time of resumed occupancy, have not been given as above provided. The Authority shall charge voluntary termination – restoration of Water Service fees as outlined in ARTICLE III of ATTACHMENT “D”.
- 8.02 When a Premises is vacated, the Customer shall notify the Authority in writing. Upon receipt of a written request for voluntary termination of Water Service from the Customer by the Authority, Water Service shall, where possible, be terminated. The Customer shall be responsible for all water rates, fees, and charges until the voluntary termination of Water Service request is received by the Authority. Allowance shall be made for the period of vacancy in computing the bill of the Customer; provided, however, that no abatement shall be made for a period of less than one (1) month. When the Premises is again in use, the Customer shall notify the Authority in writing and Water Service shall be restored. Additionally, no refund or allowance shall be made for a vacated property when written notices, both at time of vacancy and at time of resumed use, have not been given as above provided. The Authority shall charge voluntary termination – restoration of Water Service fees as outlined in ARTICLE III of ATTACHMENT “D”.
- 8.03 In order to prevent any interruption in Water Service to a Premises which is in the process of being sold, the proposed Owner shall submit an Application for Water Service to the Authority and have it approved before the change in record of ownership actually takes place. If such approval is not secured at that time, the Authority reserves the right to terminate the Water Service to the Premises, after five (5) days notice to the new Owner, and the Water Service shall not be restored until the new Owner has the new Application for Water Service approved by the Authority.

- .01 Applications for Water Service may be refused by the Authority for proper cause.
- .02 Contracts for Water Service may be canceled by the Authority for proper cause, upon giving five (5) days written notice.

#### **ARTICLE IX – WATER RATES**

- 9.01 The water rates for Water Service are fixed, adopted, established, and imposed upon each Consumer served or to be served by the Water System, for use thereof, and shall be paid according to the schedules outlined in ARTICLE I of ATTACHMENT “D”.
- 9.02 Contractors, builders or others shall be required to obtain a written permit from the Authority before using water for building or construction purposes. The Authority may require a deposit upon application for use of water for building or construction purposes as provided in ARTICLE VII of these Rules and Regulations.
- 9.03 Building contractors applying for and receiving Construction Water Service shall provide backflow prevention and prohibit cross-connections. See ARTICLE IV, ARTICLE XIII, and ARTICLE XIV of these Rule and Regulations.

#### **ARTICLE X – BILLING AND PAYMENT**

- 10.01 The Customer is responsible for the payment of all billings for and related to the Water Service provided to a Premises by the Authority.
  - .01 The Customer may allow a Tenant to become a Consumer and be the Applicant for Water Service, however, the Customer is ultimately responsible for making restitution to the Authority for any and all unpaid billings and other related costs.
- 10.02 All water measured and recorded by a Water Meter shall be billed to the Consumer in accordance with the schedule of rates and charges in effect at the time per Section 9.01 of ARTICLE IX and no allowance will be made for excessive consumption due to leaks or waste.
- 10.03 Consumers having Private Fire Service shall be billed monthly in accordance with the schedule of rates in effect at the time per Section 9.01 of ARTICLE IX, excepting that no minimum bill shall be charged.
- 10.04 Bills for Water Service supplied to Consumer Units consuming an average of 25,000 gallons of water or more per month shall be rendered on a monthly basis on the fifteenth (15<sup>th</sup>) day of the succeeding month or as soon after the fifteenth (15<sup>th</sup>) day of the said month as is possible, and shall represent the amount due for Water Service rendered during the preceding month plus any other outstanding rates, fees, and charges.
- 10.05 Bills for Water Service supplied to Consumer Units consuming an average of less than 25,000 gallons of water per month shall be rendered on the fifteenth (15<sup>th</sup>) day of January, April, July, and October of each year or as soon after the fifteenth (15<sup>th</sup>) day of the said months as is possible, and shall represent the amount due for Water Service rendered during the preceding three (3) months plus any other outstanding rates, fees, and charges.

- 10.06 Whenever Water Service to any Consumer Unit shall begin after the first (1<sup>st</sup>) day or shall terminate before the last day of any billing period, the water rates, fees, and charges for such period shall be pro-rated equitable for that portion of the billing period during which service was provided. The pro-ration shall be to the nearest whole month.
- 10.07 A final bill for a Consumer Unit shall be rendered as soon as possible after the Authority has been notified that a Consumer or Customer wishes to have Water Service terminated.
- 10.08 All monthly/quarterly and final bills for Consumer Units for Water Service shall constitute the face net bill and shall be due and payable upon receipt. If any such face net bill for Water Service shall remain unpaid by the posted due date (thirty [30] days from the posted date of mailing), such face net bill shall be deemed in arrears and a penalty of five (5.0%) percent shall be added to such face net bill, which face net bill, plus such penalty, shall constitute the penalty bill. Payment of the face net bill made at the Authority Office or if mailed received at the Authority Office on or before the due date shall constitute payment within such period.
- 10.09 Penalty bills for Consumer Units for Water Service shall be due and payable upon receipt. If a penalty bill for a Consumer Unit shall remain unpaid by the posted due date (fifteen [15] days from the posted date of mailing), an interest charge of two (2.0%) percent per each thirty (30) day time period or portion thereof shall thereafter be added to such penalty bill, which penalty bill plus such interest, shall constitute the delinquent bill. Payment of the penalty bill made at the Authority Office or if mailed received at the Authority Office on or before the due date shall constitute payment within such period.
- 10.10 All delinquent bills for Consumer Units for Water Service shall be due and payable upon receipt. If a delinquent bill for a Consumer Unit shall remain unpaid by the posted due date (seven [7] days from the posted date of mailing), Water Service may be terminated by the Authority. Interest on delinquent bills shall continue to accrue at a rate of two (2.0%) percent per each thirty (30) day time period or portion thereof, regardless as to whether or not Water Service has been terminated, until such time as all delinquent rates, fees, and charges are paid in full. Payment of the delinquent bill made at the Authority Office or if mailed received at the Authority Office on or before the due date shall constitute payment within such period.
- 10.11 The following “Payment Plans” have been established by the Authority for Consumers who, so as to initially avoid having their Water Service being terminated for nonpayment, specifically request an extended period of time to pay for abnormally high and/or outstanding bills:
- .01 Abnormally high or outstanding bills - - \$250.00 and under.
    - .001 Monthly payments - MINIMUM of \$50.00.
    - .002 Penalty and interest, based on the guidelines established in Sections 10.08 and 10.09 of this ARTICLE shall be added to the outstanding balances in existence when bills are rendered.
    - .003 The current portion of subsequent bills shall be paid in full by the initial due date.
    - .004 Failure to abide by the “Payment Plan” shall result in the immediate termination of Water Service and the imposition of the termination/restoration fees outlined in ARTICLE II of ATTACHMENT “D”.

- .005 Water Service shall not be activated until all outstanding debts, including the termination/restoration fees, are paid in full.
- .02 Abnormally high or outstanding bills - - \$250.01 to \$500.00.
  - .001 Monthly payments - MINIMUM of \$75.00.
  - .002 Penalty and interest, based on the guidelines established in Sections 10.08 and 10.09 of this ARTICLE shall be added to the outstanding balances in existence when bills are rendered.
  - .003 The current portion of subsequent bills shall be paid in full by the initial due date.
  - .004 Failure to abide by the "Payment Plan" shall result in the immediate termination of Water Service and the imposition of the termination/restoration fees outlined in ARTICLE II of ATTACHMENT "D".
  - .005 Water Service shall not be activated until all outstanding debts, including the termination/restoration fees, are paid in full.
- .03 Abnormally high or outstanding bills - - \$500.01 to \$750.00.
  - .001 Monthly payments - MINIMUM of \$100.00.
  - .002 Penalty and interest, based on the guidelines established in Sections 10.08 and 10.09 of this ARTICLE shall be added to the outstanding balances in existence when bills are rendered.
  - .003 The current portion of subsequent bills shall be paid in full by the initial due date.
  - .004 Failure to abide by the "Payment Plan" shall result in the immediate termination of Water Service and the imposition of the termination/restoration fees outlined in ARTICLE II of ATTACHMENT "D".
  - .005 Water Service shall not be activated until all outstanding debts, including the termination/restoration fees, are paid in full.
- .04 Abnormally high or outstanding bills - - Over \$750.00.
  - .001 Monthly payments - MINIMUM equal to one-twelfth (1/12) of the ` outstanding debt.
  - .002 Penalty and interest, based on the guidelines established in Sections 10.08 and 10.09 of this ARTICLE shall be added to the outstanding balances in existence when bills are rendered.
  - .003 The current portion of subsequent bills shall be paid in full by the initial due date.
  - .004 Failure to abide by the "Payment Plan" shall result in the immediate termination of Water Service and the imposition of the termination/restoration fees outlined in ARTICLE II of ATTACHMENT "D".
  - .005 Water Service shall not be activated until all outstanding debts, including the termination/restoration fees, are paid in full.

By agreeing to a "Payment Plan", the Authority shall not waive the right to collect outstanding bills by any other method provided by law or equity.

- 10.12 Should Water Service be involuntarily terminated by the Authority because of nonpayment of delinquent rates, fees, and charges, the fees outlined in ARTICLE II OF ATTACHMENT "D" shall also be assessed to the Consumer. Water Service shall not be restored to the Consumer Unit until the delinquent rates, charges, and the termination/restoration fees shall have been paid in full.
- 10.13 Failure to receive a bill for Water Service shall not be considered an excuse for non payment, nor shall such failure result in an extension of the period of time during which such bill shall be payable without penalty.
- 10.14 Where more than one (1) Consumer Unit is located in one (1) building, house or other structure possessed by a Customer and such building, house or other structure, at the discretion of this Authority, is served by one (1) Authority Facility Connection and one (1) Water Meter, multiple minimum charges per quarter shall be imposed upon such Customer equal to the number of Consumer Units located in the said building, house or other structure. Such multiple charges shall include an amount of consumption equal to 5,000 gallons per quarter times the number of Consumer Units located in the said building, house or other structure. Any water consumed in excess of such adjusted minimum, so computed, shall be billed in accordance with the schedule of water rates, fees, and charges established under Section 9.01 of ARTICLE IX of these Rules and Regulations or any future amendments thereto.
  - .01 The provisions of Section 10.14 shall not apply to Consumers being billed on a monthly basis.
- 10.15 Each bill for a Consumer Unit for Water Service shall be made out in the name of and shall be the responsibility of the Customer when the Customer is the occupant of the Premises. Where more than one (1) Consumer Unit is located in one building, house or other structure, this Authority shall bill the Customer and the Customer shall be responsible for payment of all water rates, fees, and charges for Water Service rendered by this Authority to all such Consumer Units. When requested in writing by the Customer, Application for Water Service may be received by the Authority from a Tenant under the condition that the Customer acts as guarantor for the payment of all bills rendered. If the Tenant neglects to make payments within the time specified, it shall be the responsibility of the Customer to make such payments.
- 10.16 Each Customer shall initially provide this Authority with, and there after shall keep this Authority advised of, his/her/its correct mailing address as well as the name(s) and address(es) of all current Tenants, if any, who receive billings for water rates, fees, and charges from this Authority.
- 10.17 The Authority does charge a fee when a Consumer's or Customer's check is returned by a financial institution as a result of insufficient funds in the Consumer's or Customer's account. The amount of the fee to be charged to the Consumer or Customer is outlined in ARTICLE IV of ATTACHMENT "D".

## **ARTICLE XI – PUBLIC FIRE SERVICE**

- 11.01 Fire hydrants for Public Fire Service shall have their location determined by the Authority, will be installed by either the Authority or the Developer of the Premises, will be owned by the Authority, and will be maintained and/or replaced as needed by the Authority. Costs incurred by the Authority for maintenance or replacement of these fire hydrants will be invoiced to the municipality in which the said hydrants are located.
- 11.02 No cross connection shall be made between any Authority Facility Connection installed for Public Fire Service.
- 11.03 Water from a Public Fire Service shall be used only in case of fires, except that water from Public Fire Service may be used, in a reasonable amount, for the purpose of testing the hydrants and fire fighting apparatus, such tests to be conducted only by the properly authorized agents or employees of the municipality or the Bedford Volunteer Fire Department, under supervision of the Authority. Water from a Public Fire Service shall not be used for the sprinkling of streets, roads or alleys, for the flushing of sewers or gutters or for any purpose other than fire protection, unless specifically permitted in writing by the Authority for the particular time and occasion.
- 11.04 Every Customer, by the taking of water, understands and agrees that the Authority assumes no liability as an insurer of property or Persons and that the Authority, by providing water for Public Fire Service, does not contemplate any special service, pressure, capacity or facility other than that ordinarily provided in normal operation. The Authority declares and each and every Customer agrees that the Authority shall be free and exempt from any and all claims for injuries or damage to Persons and/or property by reason of fire or water or failure to supply water, pressure or capacity.

## **ARTICLE XII – INVOLUNTARY TERMINATION WATER SERVICE**

- 12.01 After five (5) days notice, in writing, Water Service to any Consumer may be terminated for any of the following reasons:
- .01 Theft of Water Service.
  - .02 Misrepresentation, of a substantial nature, in the Application for Water Service, including, but not limited to, misrepresentation as to property or fixtures to be supplied or the use to be made of water supplied.
  - .03 Failure to make full payment of a bill within the time limits outlined in these Rules and Regulations.
  - .04 Failure to properly maintain the Customer Facilities and other fixtures of the Customer or to protect the meter or Customer Facilities and other fixtures of the Customer from freezing and other damage.
  - .05 Use of water for any property or purpose other than as stated in the Application for Water Service.

- .06 Willful waste of water through improper or imperfect pipes, fixtures or otherwise.
- .07 Tampering with or molesting any Authority Facility Connection, Water Meter, Fire Meter Assembly or any other appliance operated by the Authority in the supply of water and/or controlling or regulating the supply of water to a Premises.
- .08 Maintaining a connection to the Authority Facility Connection and/or Customer Facilities prior to the Water Meter or Fire Meter Assembly.
- .09 Failure to make or renew deposits.
- .10 Failure to pay any bill properly due the Authority, without regard to the manner incurred, relative to operation and maintenance of the Water System by the Authority.
- .11 Vacancy of Premises not reported to the Authority as required by these Rules and Regulations.
- .12 Violation of any of these Rules and Regulations.
- .13 Violation of any Resolution of the Authority pertaining to the Water System.
- .14 Refusal to permit access for inspection of water facilities on the Premises served or for setting, reading, testing and/or repairing the Water Meter or Fire Meter Assembly.

12.02 Water Service to any Consumer shall be immediately terminated for the following reasons:

- .01 The introduction or attempted introduction of any toxic, poisonous, hazardous, odorous or color-containing substance into the Water System with the intent to kill, sicken, disable or inconvenience the users of the Water System.

12.03 After termination of Water Service for any of the reasons set forth in Section 12.01 or Section 12.02 of this ARTICLE, said Water Service shall not be restored until the violation has been cured, all damage and loss to the Authority occasioned by such violation has been paid and proper assurance, satisfactory to the Authority, has been given that the violation shall not occur again. All proper and necessary expenses incurred by the Authority in discontinuing and restoring Water Service shall be paid by the Consumer in advance of the reestablishment of Water Service, which shall include the fees outlined in ARTICLE II of ATTACHMENT "D". Additionally, the Authority shall be paid for all water used/consumed prior to the date of discontinuance of Water Service.

- .01 Persons determined to be violating any provision contained in Sections 12.01.01 through 12.01.14 of this ARTICLE may also be subject to charges being brought against them by the Authority.

- .02 Persons determined to be violating Section 12.02.01 of this ARTICLE shall also be subject to charges being brought against them by the Authority.

12.04 Water Service may be voluntarily terminated to any Premises upon written order of the Customer without in any way affecting the existing contract.

### **ARTICLE XIII – GENERAL**

- 13.01 No Person shall introduce or attempt to introduce any toxic, poisonous, hazardous, odorous or color-containing substance into the Water System with the intent to kill, sicken, disable or inconvenience the users of the Water System.
- 13.02 Customers shall keep Customer Facilities and all associated interior and exterior plumbing in good working order and condition at the Customers' own expense.
- 13.03 All waste of water is prohibited. No Consumer shall allow water to run to waste or to run merely to prevent freezing, unless with the written consent of the Authority or its authorized representative.
- 13.04 With regard to allowing water to run to prevent freezing, if done so with the consent of the Authority or its authorized representative and during no period of conservation of water, the bill for the billing period in which the water is allowed to run will be averaged with the prior two (2) billing periods and the Consumer may pay the lesser of the average of the three (3) billing periods, or the actual bill. When conservation practices are in effect, the Consumer shall pay the bill for that correct billing period.
- 13.05 In the event that a Customer has frozen water Customer Facilities, the Customer shall be responsible for all costs associated with thawing the said Customer Facilities.
- 13.06 In the event that it is unable to be determined whether it is the Authority Facility Connection or the Customer Facilities that is frozen, the Authority shall reimburse the Customer fifty (50%) percent of the cost of thawing the piping or one-hundred (\$100.00) dollars, whichever is less. The Person selected by the Customer to utilize a welder to thaw the pipes must be approved by the Authority if such reimbursement is to be made to the Customer.
- 13.07 In the event that the Authority Facility Connection to a Consumer Unit is found to be frozen, it shall be the responsibility of the Authority to cause the frozen pipe to be thawed at the Authority's own expense.
- 13.08 As necessity may arise in case of break, emergency or other unavoidable cause, the Authority shall have the right to temporarily cut off or limit water supplied in order to make necessary repairs, connections and for other necessary purposes. The Authority will use all reasonable and practicable measures to notify the Consumer(s) in advance of such discontinuance of limitation of service. The Authority shall not be liable for any damage or inconvenience suffered by the Customer(s) or Consumer(s), nor in any case for any claim against it at any time, for interruption in service, lessening of supply, inadequate pressure, poor quality of water or any cause beyond its control. The Authority shall have the right to reserve a sufficient supply of water at all times in its storage tanks and reservoirs to provide for fire or any other emergencies and may restrict or regulate the quality of water used by Consumers in case of scarcity or whenever the public welfare may require such control.
- 13.09 The Authority shall not be liable for any claim or damage arising from a shortage of water, the breaking of machinery or other facilities or any other cause beyond its control.



- 13.10 No Person, other than an employee of the Authority, shall open or close any curb stop/valve or any other valve or any fire hydrant in the Water System.
- .01 A plumber, specifically authorized to do so by the Authority, may temporarily open a curb stop/valve to a Premises to test his/her/their work, provided it shall be turned off again immediately after the test is made.
  - .02 A contractor, completing work on the Water System that has been authorized by the Authority, may open or close any curb stop/valve or any other valve or fire hydrant in the Water System as may be deemed necessary to complete the said work, when specifically authorized so to do by the Authority.
  - .03 Members of the Bedford Fire Department No. 1 or any other fire department operating under the direction of an Officer of the Bedford Fire Department No. 1 may open fire hydrants as deemed necessary to fight a fire or to mitigate a hazardous situation. Provided, however, that the Bedford Borough Manager or Authority Water Superintendent shall be notified, as soon as possible, of the need to open or of the opening of any fire hydrant(s).
- 13.11 No Person, other than an employee of the Authority, shall withdraw or cause the withdrawal of any water from the Water System, without first having obtained the written approval of the Authority.
- 13.12 Any duly authorized representative of the Authority, whose identification as such duly authorized representative has been duly established in a reasonable manner, upon reasonable cause shown, shall be authorized, upon reasonable notice and at reasonable hours, to enter in and upon and to have free access to a Premises then being supplied with water from the Water System for the purpose of inspecting the facilities employed in connection with the use of water from the Water System and for the purpose of setting, reading, repairing or removing meters and inspection of adjacent piping.
- 13.13 Customers and/or Consumers using the water supply for steam boilers and depending upon hydraulic or hydrostatic pressure in the pipe system of the Water System for supplying such boilers will do so at their own risk. The Authority shall not be responsible for any accidents or damage to which such devices may be subjected.
- 13.14 House boilers for domestic use must be provided with vacuum valves in all cases in order to prevent collapsing when water is shut off from the distributing pipes. The Authority shall not be responsible for accidents or damage resulting from imperfect installation or operation of such valves.
- 13.15 No water shall be furnished to any Premises where any possibility exists of the mingling of the water furnished by the Authority with water from any other source; nor will the Authority permit its Water System to be connected in any way to any piping, tank, vat or other apparatus containing liquids, chemical or any other matter which may flow back into the Authority's Water System and consequently endanger the water supply. An exception may be made to this Rule, at the option of the Authority, providing proper safeguards are installed which shall be inspected and have the approval of the Authority, appropriate insurance underwriters, the

Pennsylvania Department of Environmental Protection and/or any other agency of the Commonwealth of Pennsylvania or the United States having jurisdiction in such matters.

- 13.16 The Authority shall not be liable for any damage resulting from leaks, broken pipes or any other cause, occurring to or within any house or building; and it is expressly stipulated by and between the Authority and the Consumer that no claims shall be made against the Authority on account of the bursting or breaking of any main or Lateral or any attachment to the Water System.
- 13.17 No officer, agent or employee of the Authority shall have the right or authority to vary these Rules and Regulations or to bind the Authority by any promise, agreement or representation contrary to the letter or intent of these Rules and Regulations.

#### **ARTICLE XIV – STANDARD DETAILS**

- 14.01 See ATTACHMENT “E” for Specifications and Designs.

#### **ARTICLE XV – ENFORCEMENT**

- 15.01 The Officers and Employees of this Authority and those Persons sanctioned by the Officers of this Authority are authorized, empowered, and directed to do all things and to take all action necessary and proper to enforce provisions hereof in the manner permitted by law.
- 15.02 The Officers and Employees of this Authority and those Persons sanctioned by the Officers of this Authority are authorized, empowered, and directed to do all things and to take all legal action necessary, including the filing of municipal claims in accordance with law, to enforce collection of water rates, fees, and charges established and imposed hereby and otherwise to carry out provisions hereof.
- 15.03 Outstanding water rates, fees, and charges imposed by this Resolution, to the extent permitted by law, shall be a lien on the Premises connected to and served by the Water System and any such water rates, fees, and charges which shall be delinquent, to the extent permitted by law, shall be filed as a lien against the Premises so connected to and served by the Water System which lien shall be filed in the office of the Prothonotary of Bedford County, Pennsylvania, and shall be collected in the manner provided by law for the filing and collecting of municipal claims.

#### **ARTICLE XVI – RIGHTS RESERVED BY AUTHORITY**

This Authority reserves the right to repeal, amend or modify this Resolution or any part hereof in such manner and at such times as, in the opinion of this Authority, shall be necessary and/or desirable, all after due legal procedure. Additionally, the Authority reserves the right to grant variances from any part of this Resolution on the basis of extraordinary circumstances. Such a variance shall not be effective, unless specifically designated in writing as being a variance and signed by the authorized representative of the Authority.

**ARTICLE XVII – SEVERABILITY**

In the event any provision, section, sentence, clause or part hereof, or the application of any provision, section, sentence, clause or part hereof, shall be held to be invalid, such invalidity shall not affect or impair any remaining provision section, sentence, clause or part hereof, it being the intent of this Authority that such remainder shall be and shall remain in full force and effect.

**ARTICLE XVIII – REPEALER**

All resolutions or parts of resolutions inconsistent with this Resolution shall be and the same expressly are repealed.

**ARTICLE XIX – EFFECTIVE DATE AND APPLICABILITY**

This Resolution shall become effective on the 15<sup>th</sup> day of December, 2008, and shall be applicable to all Consumers then connected or thereafter to be connected with and served by the Water System.

**ARTICLE XX – ADOPTION**

DULY ADOPTED this 15<sup>th</sup> day of December, 2008, by the Board of the Bedford Borough Water Authority, in lawful session duly assembled.

BEDFORD BOROUGH WATER AUTHORITY

Attest: \_\_\_\_\_  
Secretary  
Chairman

By: \_\_\_\_\_

(SEAL)

## ATTACHMENT "A"

### CONNECTION FEES

<u>CONNECTION DIAMETER</u>	<u>CONNECTION FEE</u>	<u>CONNECTION DESCRIPTION</u>
3/4"	\$ 200.00	[INSPECTION FEE CHARGES] - An Authority Facility Connection installed by the Developer in a residential, commercial or industrial development at the same time the Developer installs the Water Main(s). Materials provided by Developer.
3/4"	\$ 475.00	[INSPECTION FEE AND MATERIAL CHARGES] - An Authority Facility Connection installed by the Developer in a residential, commercial or industrial development at the same time the Developer installs the Water Main(s). Materials to install the Authority Facility Connection supplied by the Authority. Additional material charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
3/4"	\$2,400.00	[NO BORING OR CONCRETE EXCAVATION/REPLACEMENT REQUIRED] - Labor, equipment, and materials to install the Authority Facility Connection supplied by the Authority and/or its contractor(s). Additional charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
3/4"	\$2,400.00	[BORING REQUIRED BUT NO CONCRETE EXCAVATION/REPLACEMENT REQUIRED] - Customer is required to privately retain and pay for the services of a contractor, approved by the Authority, to do the boring and install the casing. Other labor, equipment, and materials to install the Authority Facility Connection supplied by the Authority and/or its contractor(s). Additional charges will be levied for Authority Facility Connections in excess of twenty (20') feet.

3/4"	\$4,300.00	[BORING NOT REQUIRED - CONCRETE EXCAVATION/REPLACEMENT REQUIRED] - Labor, equipment, and materials to install the Authority Facility Connection supplied by the Authority and/or its contractor(s). Additional charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
1"	\$ 200.00	[INSPECTION FEE CHARGES] - An Authority Facility Connection installed by the Developer in a residential, commercial or industrial development at the same time the Developer installs the Water Main(s). Materials provided by Developer.
1"	\$ 675.00	[INSPECTION FEE AND MATERIAL CHARGES] - An Authority Facility Connection installed by the Developer in a residential, commercial or industrial development at the same time the Developer installs the Water Main(s). Materials to install the Authority Facility Connection supplied by the Authority. Additional material charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
1"	\$2,800.00	[NO BORING OR CONCRETE EXCAVATION/REPLACEMENT REQUIRED] - Labor, equipment, and materials to install the Authority Facility Connection supplied by the Authority and/or its contractor(s). Additional charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
1"	\$2,800.00	[BORING REQUIRED BUT NO CONCRETE EXCAVATION/REPLACEMENT REQUIRED] - Customer is required to privately retain and pay for the services of a contractor, approved by the Authority, to do the boring and install the casing. Other labor, equipment, and materials to install the Authority Facility Connection supplied by the Authority and/or its contractor(s). Additional charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
1"	\$4,600.00	[BORING NOT REQUIRED - CONCRETE EXCAVATION/REPLACEMENT REQUIRED] - Labor, equipment, and materials to install the Authority Facility Connection supplied by the

		Authority and/or its contractor(s). Additional charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
1.5"	\$ 200.00	[INSPECTION FEE CHARGES] - An Authority Facility Connection installed by the Developer in a residential, commercial or industrial development at the same time the Developer installs the Water Main(s). Materials provided by Developer.
1.5"	\$ 880.00	[INSPECTION FEE AND MATERIAL CHARGES] - An Authority Facility Connection installed by the Developer in a residential, commercial or industrial development at the same time the Developer installs the Water Main(s). Materials to install the Authority Facility Connection supplied by the Authority. Additional material charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
1.5"	\$2,900.00	[NO BORING OR CONCRETE EXCAVATION/REPLACEMENT REQUIRED] - Labor, equipment, and materials to install the Authority Facility Connection supplied by the Authority and/or its contractor(s). Additional charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
1.5"	\$2,900.00	[BORING REQUIRED BUT NO CONCRETE EXCAVATION/REPLACEMENT REQUIRED] - Customer is required to privately retain and pay for the services of a contractor, approved by the Authority, to do the boring and install the casing. Other labor, equipment, and materials to install the Authority Facility Connection supplied by the Authority and/or its contractor(s). Additional charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
1.5"	\$4,700.00	[BORING NOT REQUIRED - CONCRETE EXCAVATION/REPLACEMENT REQUIRED] - Labor, equipment, and materials to install the Authority Facility Connection supplied by the Authority and/or its contractor(s). Additional charges will be levied for Authority Facility Connections in excess of twenty (20') feet.

2"	\$ 250.00	[INSPECTION FEE CHARGES] - An Authority Facility Connection installed by the Developer in a residential, commercial or industrial development at the same time the Developer installs the Water Main(s). Materials provided by Developer.
2"	\$ 1,150.00	[INSPECTION FEE AND MATERIAL CHARGES] - An Authority Facility Connection installed by the Developer in a residential, commercial or industrial development at the same time the Developer installs the Water Main(s). Materials to install the Authority Facility Connection supplied by the Authority. Additional material charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
2"	\$3,100.00	[NO BORING OR CONCRETE EXCAVATION/REPLACEMENT REQUIRED] - Labor, equipment, and materials to install the Authority Facility Connection supplied by the Authority and/or its contractor(s). Additional charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
2"	\$3,100.00	[BORING REQUIRED BUT NO CONCRETE EXCAVATION/REPLACEMENT REQUIRED] - Customer is required to privately retain and pay for the services of a contractor, approved by the Authority, to do the boring and install the casing. Other labor, equipment, and materials to install the Authority Facility Connection supplied by the Authority and/or its contractor(s). Additional charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
2"	\$4,900.00	[BORING NOT REQUIRED - CONCRETE EXCAVATION/REPLACEMENT REQUIRED] - Labor, equipment, and materials to install the Authority Facility Connection supplied by the Authority and/or its contractor(s). Additional charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
4"	\$ 350.00	[INSPECTION FEE CHARGES] - An Authority Facility Connection installed by the Developer in a residential, commercial or industrial development at the same time the

		Developer installs the Water Main(s). Materials provided by Developer.
4"	\$1,930.00	[INSPECTION FEE AND MATERIAL CHARGES] - An Authority Facility Connection installed by the Developer in a residential, commercial or industrial development at the same time the Developer installs the Water Main(s). Materials to install the Authority Facility Connection supplied by the Authority. Additional material charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
4"	\$3,800.00	[NO BORING OR CONCRETE EXCAVATION/REPLACEMENT REQUIRED] - Labor, equipment, and materials to install the Authority Facility Connection supplied by the Authority and/or its contractor(s). Additional charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
4"	\$3,800.00	[BORING REQUIRED BUT NO CONCRETE EXCAVATION/REPLACEMENT REQUIRED] - Customer is required to privately retain and pay for the services of a contractor, approved by the Authority, to do the boring and install the casing. Other labor, equipment, and materials to install the Authority Facility Connection supplied by the Authority and/or its contractor(s). Additional charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
4"	\$5,600.00	[BORING NOT REQUIRED - CONCRETE EXCAVATION/REPLACEMENT REQUIRED] - Labor, equipment, and materials to install the Authority Facility Connection supplied by the Authority and/or its contractor(s). Additional charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
6"	\$ 350.00	[INSPECTION FEE CHARGES] - An Authority Facility Connection installed by the Developer in a residential, commercial or industrial development at the same time the Developer installs the Water Main(s). Materials provided by Developer.



6"	\$2,300.00	[INSPECTION FEE AND MATERIAL CHARGES] - An Authority Facility Connection installed by the Developer in a residential, commercial or industrial development at the same time the Developer installs the Water Main(s). Materials to install the Authority Facility Connection supplied by the Authority. Additional material charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
6"	\$4,100.00	[NO BORING OR CONCRETE EXCAVATION/REPLACEMENT REQUIRED] - Labor, equipment, and materials to install the Authority Facility Connection supplied by the Authority and/or its contractor(s). Additional charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
6"	\$4,100.00	[BORING REQUIRED BUT NO CONCRETE EXCAVATION/REPLACEMENT REQUIRED] - Customer is required to privately retain and pay for the services of a contractor, approved by the Authority, to do the boring and install the casing. Other labor, equipment, and materials to install the Authority Facility Connection supplied by the Authority and/or its contractor(s). Additional charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
6"	\$5,900.00	[BORING NOT REQUIRED - CONCRETE EXCAVATION/REPLACEMENT REQUIRED] - Labor, equipment, and materials to install the Authority Facility Connection supplied by the Authority and/or its contractor(s). Additional charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
8"	\$ 400.00	[INSPECTION FEE CHARGES] - An Authority Facility Connection installed by the Developer in a residential, commercial or industrial development at the same time the Developer installs the Water Main(s). Materials provided by Developer.
8"	\$2,900.00	[INSPECTION FEE AND MATERIAL CHARGES] - An Authority Facility Connection installed by the Developer in a residential, commercial or

		industrial development at the same time the Developer installs the Water Main(s). Materials to install the Authority Facility Connection supplied by the Authority. Additional material charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
8"	\$4,700.00	[NO BORING OR CONCRETE EXCAVATION/REPLACEMENT REQUIRED] - Labor, equipment, and materials to install the Authority Facility Connection supplied by the Authority and/or its contractor(s). Additional charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
8"	\$4,700.00	[BORING REQUIRED BUT NO CONCRETE EXCAVATION/REPLACEMENT REQUIRED] - Customer is required to privately retain and pay for the services of a contractor, approved by the Authority, to do the boring and install the casing. Other labor, equipment, and materials to install the Authority Facility Connection supplied by the Authority and/or its contractor(s). Additional charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
8"	\$6,500.00	[BORING NOT REQUIRED - CONCRETE EXCAVATION/REPLACEMENT REQUIRED] - Labor, equipment, and materials to install the Authority Facility Connection supplied by the Authority and/or its contractor(s). Additional charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
10"	\$ 400.00	[INSPECTION FEE CHARGES] - An Authority Facility Connection installed by the Developer in a residential, commercial or industrial development at the same time the Developer installs the Water Main(s). Materials provided by Developer.
10"	\$3,850.00	[INSPECTION FEE AND MATERIAL CHARGES] - An Authority Facility Connection installed by the Developer in a residential, commercial or industrial development at the same time the Developer installs the Water Main(s). Materials to install the Authority Facility Connection supplied by the Authority. Additional material charges will

be levied for Authority Facility Connections in excess of twenty (20') feet.

10"	\$5,600.00	[NO BORING OR CONCRETE EXCAVATION/REPLACEMENT REQUIRED] - Labor, equipment, and materials to install the Authority Facility Connection supplied by the Authority and/or its contractor(s). Additional charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
10"	\$5,600.00	[BORING REQUIRED BUT NO CONCRETE EXCAVATION/REPLACEMENT REQUIRED] - Customer is required to privately retain and pay for the services of a contractor, approved by the Authority, to do the boring and install the casing. Other labor, equipment, and materials to install the Authority Facility Connection supplied by the Authority and/or its contractor(s). Additional charges will be levied for Authority Facility Connections in excess of twenty (20') feet.
10"	\$7,400.00	[BORING NOT REQUIRED - CONCRETE EXCAVATION/REPLACEMENT REQUIRED] - Labor, equipment, and materials to install the Authority Facility Connection supplied by the Authority and/or its contractor(s). Additional charges will be levied for Authority Facility Connections in excess of twenty (20') feet.

DULY ADOPTED this 17<sup>th</sup> day of April, 2006, by the Board of the Bedford Borough Water Authority, in lawful session duly assembled.

BEDFORD BOROUGH WATER AUTHORITY

Attest: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman

**ATTACHMENT "B"**

**WATER METER FEES**

WATER METER SIZE/STYLE	WATER METER FEE
5/8" by 3/4" SR II STYLE	\$ 130.00
1" SR II STYLE	\$ 210.00
1.5" SR STYLE	\$ 480.00
2" COMPOUND STYLE	\$1,780.00
4" COMPOUND STYLE	\$3,380.00
6" COMPOUND STYLE	\$5,920.00

For waterproof Water Meter head, add fifteen (\$15.00) dollars to the above Water Meter prices.

DULY ADOPTED this 17<sup>th</sup> day of April, 2006, by the Board of the Bedford Borough Water Authority, in lawful session duly assembled.

BEDFORD BOROUGH WATER AUTHORITY

Attest: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman

**ATTACHMENT "C"**

**FIRE METER ASSEMBLY FEES**

FIRE METER ASSEMBLY SIZE/STYLE	FIRE METER ASSEMBLY FEE
4" BY 1.5" FIRE METER ASSEMBLY W/WATERPROOF HEAD.	\$ 7,650.00
6" BY 2" FIRE METER ASSEMBLY W/WATERPROOF HEAD.	\$ 8,980.00
8" BY 2" FIRE METER ASSEMBLY W/WATERPROOF HEAD.	\$11,840.00
10" BY 2" FIRE METER ASSEMBLY W/WATERPROOF HEAD.	\$16,450.00

DULY ADOPTED this 17<sup>th</sup> day of April, 2006, by the Board of the Bedford Borough Water Authority, in lawful session duly assembled.

BEDFORD BOROUGH WATER AUTHORITY

Attest: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman

**RESOLUTION 1 - 2013**  
**BEDFORD BOROUGH WATER AUTHORITY**

**A RESOLUTION OF THE BOARD OF BEDFORD BOROUGH WATER AUTHORITY  
AMENDING THE RULES AND REGULATIONS, ADOPTED ON APRIL 17, 2006 AND  
AMENDED ON SUBSEQUENT DATES, RELEVANT TO THE SCHEDULE OF RATES AND  
FEES; AND FIXING THE EFFECTIVE DATE OF SUCH RULES AND REGULATIONS.**

**ATTACHMENT "D"**

**SCHEDULE OF RATES AND FEES**

**ARTICLE I – SCHEDULE OF WATER RATES PER 1000 GALLONS**

1.01	USAGE IN THOUSANDS OF GALLONS	RATES PER 1000 GALLONS
	0.00 – 5,000	\$11.10
	5,001 – 10,000	\$11.10
	10,001 – 50,000	\$11.10
	50,001 – 200,000	\$11.10
	200,001 – END	\$11.10

1.02 The minimum quarterly billing shall be for 5,000 gallons.

**ARTICLE II – SCHEDULE OF SHUT-OFF AND TURN-ON FEES  
RELATED TO AN INVOLUNTARY TERMINATION OF WATER SERVICE**

2.01 A shut-off fee of \$50.00 shall be charged by the Authority to a Consumer when the Authority terminates Water Service for any reason, except at the voluntary request of the Consumer.

2.02 A separate turn-on fee of \$50.00 shall be charged by the Authority to a Consumer when the Consumer requests that Water Service be restored following the involuntary termination of Water Service by the Authority.

2.03 Both the shut-off fee and the turn-on fee, as well as all fees and bills related to the Water Service, shall be paid to the Authority prior to Water Service being reinstated.

.01 If the Consumer fails to pay the outstanding debt(s) owed to the Authority; such debts shall be the responsibility of the Customer and shall be paid to the Authority prior to the restoration of the Water Service.

**ARTICLE III – SCHEDULE OF SHUT-OFF AND TURN-ON FEES RELATED TO A  
VOLUNTARY TERMINATION-RESTORATION OF WATER SERVICE  
AT THE CUSTOMER’S REQUEST**

- 3.01 A shut-off fee of \$25.00 shall be charged by the Authority to a Consumer when the Consumer voluntarily requests that Water Service be terminated.
- 3.02 A separate turn-on fee of \$25.00 shall be charged by the Authority to a Consumer when the Consumer requests that Water Service be restored following the Consumer’s voluntary request for termination of Water Service.
- 3.03 These fees shall be due and payable to the Authority immediately upon the receipt of the invoice for said fees.
  - .01 If the Consumer fails to pay the outstanding debt(s) owed to the Authority; such debts shall be the responsibility of the Customer and shall be immediately paid to the Authority upon receipt of an invoice.

**ARTICLE IV – SCHEDULE OF FEES FOR CHECKS RETURNED  
FOR INSUFFICIENT FUNDS**

- 4.01 A fee of \$25.00 shall be charged by the Authority to a Consumer or Customer when a check is returned by a financial institution as a result of insufficient funds in the Consumer’s or Customer’s account.

**ARTICLE V – SCHEDULE OF WATER METER TESTING DEPOSIT FEES**

- 5.01 A deposit fee of \$50.00 shall be charged by the Authority to a Consumer when a Consumer requests that a Water Meter be tested for accuracy.

**ARTICLE VI – SCHEDULE OF FIRE METER TESTING DEPOSIT FEES**

- 6.01 A deposit fee of \$200.00 shall be charged by the Authority to a Consumer when a Consumer requests that a Fire Meter be tested for accuracy.

**ARTICLE VII – EFFECTIVE DATE AND APPLICABILITY**

The Schedule of Water Rates contained in ARTICLE I of this ATTACHMENT “D” shall become effective for all water consumed/used beginning with the first (1<sup>st</sup>) quarter of 2014, and shall be applicable to all Consumers then connected or thereafter to be connected with and served by the Water System.

**ARTICLE VIII – ADOPTION**

DULY ADOPTED this 16<sup>th</sup> day of December, 2013, by the Board of the Bedford Borough Water Authority, in lawful session duly assembled.

BEDFORD BOROUGH WATER AUTHORITY

Attest: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman



**ATTACHMENT "E"**

**SPECIFICATIONS AND DESIGNS**

**ARTICLE I – WATER LINE PIPING**

**1.01 POLYVINYL CHLORIDE (PVC) PIPE:**

- .01 4" - 12" PVC Pressure Pipe: AWWA C900 DR 18 for Class 150 and DR 14 for Class 200 with push on joints. The bell shall consist of an integral wall section with a lock-in, solid cross section elastomeric ring that meets the requirements of ASTM F-477.
- .02 2" PVC Pressure Pipe for Trenchless Installation: PVC pipe and couplings / fittings shall be Class 250 restrained joint meeting the performance requirements of ASTM D2241. Products shall be made from unplasticized PVC compounds having a minimum cell classification of 12454-B per ASTM D1784. All compounds shall qualify for a Hydrostatic Design Basis rating of 2,000 psi for water at 73.4 deg. F per ASTM D2837. Pipe diameter, roundness, wall thickness, and length shall be in accordance with ASTM D2122. Pipe shall be NSF Standard 61 certified. Pipe shall be joined using non-metallic restrained joint couplings. Pipe and couplings shall be designed as an integral system and shall be provided by the same manufacturer. Pipe and couplings / fittings shall be joined using high-strength flexible plastic splines inserted into mating precision-machined grooves. Couplings / fittings shall incorporate twin elastomeric sealing gaskets meeting requirements of ASTM F477. Assembled joints shall meet the leakage test requirements of ASTM D3139. Couplings / fittings shall be for Permanent Use designed for direct burial. Coupling edges shall be beveled to reduce drag during trenchless installation operations. Restrained joint PVC piping system shall be the Certa-Lok Yelomine system manufactured by Certainteed Corporation or approved equal.

**1.02 DUCTILE IRON PIPE**

- .01 ANSI/AWWA C151/A21.51, thickness Class 52 designed in accordance with ANSI/AWWA C150/A21.50 with ANSI/AWWA C104/A21.4 cement mortar lining and ANSI/AWWA C111/A21.11 push on joints. Ductile iron pipe with mechanical, restrained, or flanged joints shall be provided if required by the Authority.

**ARTICLE II – FITTINGS**

**(SOLID SLEEVES, TEES, SWIVEL TEES, BENDS, REDUCERS, CAPS, PLUGS)**

- 2.01 Size as required, ductile iron, class 350 double cement lined in accordance with ANSI/AWWA C153/A21.53, ANSI/AWWA C111/A21.11 (mechanical joints), and ANSI/AWWA C104/A21.4 (lining).

**ARTICLE III – COUPLINGS FOR PLAIN ENDS AND DISSIMILAR PIPES**

- 3.01 Sleeve and transition type couplings shall be factory manufactured to ensure tight fit and smooth flow transition at the joint with a diameter to properly fit the pipe.
- 3.02 Couplings shall be manufactured by Dresser Industries, Inc., or approved equal.

#### **ARTICLE IV – MECHANICAL JOINT ADAPTER**

- 4.01 Mechanical joint valves and fittings may be connected using a bolt-through positive restraint mechanism manufactured of ductile iron conforming to ASTM A 80-55-06. The positive restraint device shall connect the valves and/or fittings at a linear distance not to exceed one (1) inch and without attachment of pipe. The bolt-through positive restraining device shall be supplied with asphaltic coatings in accordance with ANSI/AWWA C153/A21.53 and ANSI/AWWA C104/A21.4 and sized to be used with standard mechanical joint fittings (AWWA C153 or C110) and valves. The device shall have a working pressure rating of 350 psi minimum. The mechanical joint adapter shall be the FOSTER ADAPTER as manufactured by Infact Corporation or approved equal.

#### **ARTICLE V – MECHANICAL JOINT RESTRAINT**

- 5.01 Mechanical joint restraint for use with C900 PVC water line and mechanical joint fittings shall be incorporated into the design of the follower gland. The restraint mechanism shall consist of individually-actuated gripping surfaces to maximize restraint capability. Glands shall be manufactured of ductile iron conforming to ASTM A536-80. The gland shall replace the standard mechanical joint gland and can be used with the standard mechanical joint bell conforming to ANSI/AWWA C111/A21.11 and ANSI/AWWA C153/A21.53. Twist off nuts, sized same as tee-head bolts, shall be used to insure proper actuating of restraining devices. The restraining glands shall have a pressure rating equal to that of the pipe on which it is used and shall have been tested to ASTM F1674-96, be UL listed and approved by Factory Mutual. The restraint shall be EBAA Iron Series 2000PV or approved equal.
- 5.02 Mechanical joint restraint devices for Ductile Iron Pipe shall be incorporated into the design of the follower gland and shall consist of individually actuated wedges that increase their resistance to pull out as pressure or external forces increase. The device shall be capable of full mechanical joint deflection during assembly and the flexibility of the joint shall be maintained after burial. The joint restraint ring and its wedging components shall be made of grade 60-42-10 ductile iron conforming to ASTM A536.84. The wedges shall be ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell conforming to ANSI/AWWA C111/A21.11 and ANSI/AWWA C153/A21.53 of the latest revision.
- 5.03 Torque limiting twist-off nuts shall be used to insure proper actuation of the restraining wedges. The device shall have a rated working pressure of 350 psi and shall be listed by Underwriters Laboratories and approved by Factory Mutual. The mechanical joint restraint device shall be the Series 1100 MEGALUG restraint as produced by EBAA Iron, Inc. or approve equal.

#### **ARTICLE VI – CONCRETE**

- 6.01 Concrete shall be Class A in accordance with PennDOT Publication 408 Section 704.

## ARTICLE VII – FIRE HYDRANTS

- 7.01 Fire hydrants shall meet or exceed AWWA C502, latest revision. Rated working pressure shall be 200 psi, test pressure shall be 400 psi and hydrants shall include the following specific design criteria:
- .01 Hydrants shall be American Flow Control's American Darling B-62-B fire hydrant.
  - .02 Depth of bury shall be 4' minimum. Inlet shall be 6" Mechanical Joint. Operating nut shall open left (counter clockwise) and shall be 1 ½" pentagon shaped. Hydrant shall be equipped with two (2) GA-NS 2 ½" hose nozzles and one (1) GA-NS 4 ½" steamer nozzle. Hydrant shall be painted red.
  - .03 The main valve closure shall be of the compression type, opening against the pressure and closing with the pressure. Nozzle section to be designed for easy 360 degree rotation of nozzle section during field installation.
  - .04 There shall be a sealed lubrication chamber with triple O-rings to seal operating threads from the waterway and accommodate an anti-friction thrust washer.
  - .05 The main valve opening shall not be less than 5-1/4" and be designed so that removal of all working parts can be accomplished without excavating.
  - .06 The bronze seat shall be threaded into mating threads of bronze for easy field repair.
  - .07 The draining system of the hydrant shall be bronze and be positively activated by the main operating rod.
  - .08 Hydrant drains shall close completely after no more than three turns of the operating nut. There shall be a minimum of (3) internal ports and (4) drain port outlets to the exterior of the hydrant. Drain shutoff to be by direct compression closure. Friction loss not to exceed 3.5 psi at 1000 gpm through 4-1/2" pump nozzle.

## ARTICLE VIII – GATE VALVES

- 8.01 Valves shall be resilient wedge type in compliance with AWWA C509 latest revisions. Wedge shall be constructed of ductile iron. The exterior of the ductile iron wedge shall be encapsulated with nitrile rubber. The wedge shall be symmetrical and seal equally well with flow in either direction. There shall be no exposed metal seams, edges or screws within the waterway when the valve is in the fully closed position.
- 8.02 The stem shall be bronze in full compliance with Section 4.7 of AWWA C509.
- 8.03 Wrench nut shall be constructed of ductile iron. Wrench nut shall have four flats (2" square) at stem connection to assure even distribution of operating input torque to the stem.
- 8.04 All body-to-bonnet and bonnet-to-cover seals shall be O-rings. Flat gaskets shall not be allowed. Stem shall be sealed by three O-rings. The top two O-rings shall be replaceable with valve fully open and while subject to full rated working pressure. O-rings set in a cartridge shall not be allowed.
- 8.05 Valve shall have thrust washers located above and below thrust collar to assure easy operation of the valve.

- 8.06 All internal and external ferrous surfaces of the valve body and bonnet shall have a fusion bonded epoxy coating, complying with ANSI/AWWA C550, applied electrostatically prior to assembly.
- 8.07 Valves shall be equipped with non-rising stems (NRS) and shall open left (counter clockwise). End connections shall be mechanical joint.
- 8.08 Valves shall be American Flow Control's Series 500 Resilient Wedge Gate Valve.

#### **ARTICLE IX – VALVE BOXES**

- 9.01 Valve boxes shall be cast iron, 3 piece screw type with 5 ¼” shaft to fit 3”-20” valves. Length as required to accommodate depth from finished surface to valve. Valve boxes shall be the 6860 series as manufactured by Tyler Pipe / Union Foundry Company or approved equal.

#### **ARTICLE X – 2” BLOW OFF HYDRANTS**

- 10.01 Blow off hydrants shall be non-freezing self draining type suitable for underground installation in a valve (roadway) box. Hydrants shall be furnished with a 2” FIP inlet, a non-turning operating rod, and shall open to the left. All of these working parts shall be of bronze-to-bronze design, and be serviceable from above grade with no digging. The outlet shall be a 2” FIP coupling with plug.
- 10.02 The 2” blow off hydrant shall be the Mainguard No. 79 as manufactured by Kupferle Foundry Co., St. Louis, MO, or approved equal.

#### **ARTICLE XI – LOCATING AND MARKING DEVICES**

##### 11.01 LOCATING WIRE

- .01 Required for all installations utilizing PVC Pipe, Polyethylene Pipe or other types of Non-metallic Pipe.
- .02 Construction: 12 Gage coated Copper Wire. Insulation shall be blue in color.
- .03 Attached to the exterior of the Pipe every five (5') feet with Duct Tape.
- .04 Also run to and then extended on the inside of all Road Boxes and Curb Boxes to the ground surface to facilitate locating the Pipe.
- .05 Also run to and then extended on the outside of all Fire Hydrants and Blow-offs to the ground surface to facilitate locating the Pipe.

##### 11.02 MARKING TAPE

- .01 Required for all installations.
- .02 Placed two (2') feet above the pipe and centered on pipe.
- .03 Capable of being inductively detected electronically.
- .04 Construction: Metallic foil laminated between two layers of impervious plastic film not less than 2 inches wide. The adhesive shall be compatible with the foil and film. Total thickness of tape shall not be less than 0.005 inch (5 mil).

- .05 Film: Inert plastic. Each film layer shall be not less than 0.0005 inch thick (0.5 mil).
- .06 Foil: Not less than 0.0005 inch thick (0.5 mil).
- .07 Imprint: ¾-inch or larger bold black letters.
- .08 Legend: The buried utility line tape shall be identified with imprint such as “Caution: Water Line Below” and the identification repeated on approximately 24-inch intervals.
- .09 Background Color: APWA color code and as specified below:

<u>Color</u>	<u>Utility</u>
Safety Red	Electric
<u>Color</u>	<u>Utility</u>
High Visibility Safety Yellow	Gas, Oil, Steam, Dangerous Materials
Safety Alert Orange	Telephone, Communications, Cable Television
Safety Precaution Blue	Water System, Irrigation
Safety Green	Sanitary Sewer, Storm Sewer
Safety Brown	Force Mains, Reclaimed Water and Effluent Lines

- .10 Detectable marking and warning tape shall be as manufactured by Lineguard, Inc., Wheaton, Illinois; Reef Industries, Inc., Houston, Texas; Thor Enterprises, Inc., Waterloo, Wisconsin; or other approved equal.

**ARTICLE XII – WATER SERVICE LINES**

- 12.01 Copper Pressure Pipe: Type K water tube, ASTM B88, annealed temper (soft copper). For ¾” - 2” services.
- 12.02 Polyethylene Flexible Pipe (3/4” – 2” Services): 200 psi, copper tube size (CTS), ASTM D-2737, SDR – 9 in accordance with AWWA C-901. Pipe shall be produced from HD PE 3408 material. Pipe shall be NSF approved for potable water use. Polyethylene flexible pipe shall be CE Blue Flexible Pipe by Cresline Plastic Pipe Co., Inc. or equal.
- 12.03 Fittings – Copper Pipe
  - .01 Size and type as indicated on contract drawings, or as required.
  - .02 Service Line Couplings: Compression (grip joint type) coupling conforming to ASTM B75 and ASTM B25 for copper or plastic tubing. Straight, elbow, Y, tee, or 1/8 bend as required.
  - .03 Compression (grip joint type) couplings size and type as required for connections between new copper service line and existing service line (galvanized, plastic, copper, etc.)
  - .04 Couplings and service line fittings shall be Ford Grip Joint Couplings by Ford Meter Box Company or approved equal.

- 12.04 Fittings – Polyethylene Pipe
- .01 Use same fittings as specified above for Copper Pipe.
  - .02 Provide appropriate size stainless steel pipe insert stiffener on ends of polyethylene flexible pipe before installing fittings. Insert stiffeners shall be by Ford Meter Box Company or approved equal.
- 12.05 Corporation Stop: 3/4" - 2" Corporation Stop: AWWA/CC taper thread inlet with flared copper outlet for connection to a female copper thread by grip joint compression coupling swivel bend (elbow or 1/8 as required, replaces flare nut on Corp. stop). Corporation stops shall be type FB600 Ballcorp as manufactured by Ford Meter Box Company or approved equal. Swivel bends shall be type LA04 or L04 as required.
- 12.06 Service Saddle
- .01 4" - 12" Diameter PVC: Service Saddle shall be double band, brass saddle with built-in flexibility to cover pipe. The body and nuts shall be sized to fit Class 150 and 200 C900 PVC pipe in diameter as shown on construction drawings. The body shall be cast from certified 85-5-5 water works brass conforming to AWWA C800. The band and bolts shall be stainless steel. The Buna-N gasket shall be grooved to conform to pipe surface. The Boss shall be tapped for AWWA threads. The tapping saddle shall be Style 202BS, as manufactured by Ford Meter Box Company or approved equal.
  - .02 2" Diameter PVC: Tapping Saddles for use on 2" PVC water line shall consist of 85-5-5-5 brass alloy body and strap conforming to AWWA C800. The body and strap shall be permanently joined together with a silicon bronze pin and the silicon bronze bolt shall have a retainer on it to prevent loss during shipment and installation. The lower casting shall be tapped to accept the bolt so that nuts are not required. The gasket shall be EPDM rubber, ASTM D2000, O ring design. The Tapping Saddle shall be the Style S70 as manufactured by Ford Meter Box Company or approved equal.
- 12.07 Curb Stop: Curb Stop: AWWA C800, ASTM B62, ball valve type curb stop style B44, with compression (grip type) joints as manufactured by Ford Meter Box Company or approved equal.
- 12.08 Curb Box: Curb Box shall be 4' arch pattern base, extension type as manufactured by Ford Meter Box Co. Lid and base shall be cast iron with 1" steel pipe upper section. All components shall be coated with an asphalt base paint. The lid shall be type HS-2 hole Erie pattern for lawn, mulch, gravel or similar type site surfaces. The lid shall be type PS-brass pentagon plug for concrete, asphalt or similar type site surfaces. Provide regular base for up to 1" curb stops and curb box base for up to 2" curb stops.

### **ARTICLE XIII – TAPPING SLEEVE AND VALVE**

- 13.01 Tapping sleeve shall be all 18-8 stainless steel with an ASTM A36 carbon steel flange conforming to AWWA C207 Class D ANSI 150 lb. drilling. Bolts and nuts shall be 18-8 stainless steel with fluorocarbon coating. Lifter bar and armors shall be 18-8 stainless steel. The tapping sleeve shall feature a full 360 degree circumferential gasket SBR compounded for water service (ASTM D2000-80M 4AA607). The outlet gasket shall be Buna-N. The tapping sleeve shall be the Ford Style FAST as manufactured by The Ford Meter Box Company, Inc.
- 13.02 Tapping valve shall be the resilient seat type with body and bonnet made of ductile iron. Cutters used shall be at least 1/4" smaller than valve size. The mating valve flange to the tapping sleeve outlet must have a raised male face to insure true alignment of valve and tapping machine. The outlet end of the valve shall have a mechanical joint. The interior and exterior of the valve shall be protected with a fusion bonded epoxy coating. Valves shall be equipped with non-rising stems (NRS) and shall open left (counter clockwise). Tapping valves shall be American Flow Control's Series 500.

## ARTICLE XIV – ROADWAY BORINGS

- 14.01 Casing Pipe - Casing pipe shall be of steel construction conforming to ASTM A53 Grade B with a minimum yield strength of 35,000 psi and a minimum tensile strength of 60,000 psi. Minimum wall thickness shall be 0.375 inches. Casing pipe joints shall be assembled using full penetration continuous welds. Casing pipe inside diameter shall be adequate to accommodate the carrier pipe with spacers.
- 14.02 Spacers: Shall be stainless steel and nylon construction polyethylene casing type spacers. The maximum spacing between spacers is 8'-0". Spacers shall be provided at this spacing for the entire length of the encasement. End seals shall be seamless, heat shrink type with stainless steel band clamps on each end.

## ARTICLE XV – DETAILS

<u>DETAIL</u>	<u>PLATE NO.</u>
PIPE BEDDING / TRENCH DETAIL	I
VALVE BLOCKING	II
NEW WATER SERVICE CONNECTION (w/ NEW CURB STOP)	III - A
NEW WATER SERVICE CONNECTION (W/OUT NEW CURB STOP)	III – B
FIRE HYDRANT ASSEMBLY	IV
4” BLOW-OFF INSTALLATION	V – A
2” BLOW-OFF INSTALLATION	V – B
THRUST BLOCKING	VI – A
THRUST BLOCK BEARING AREA	VI – B
CAP AND PLUG DETAIL	VI – C
THRUST BLOCK ANCHOR DETAIL	VI – D
MECHANICAL JOINT RESTRAINT CONNECTION	VII
CONCRETE ENCASEMENT	VIII
WATER LINE UNDER UTILITY	IX
BORING CASING DETAIL	X
TIE ROD JOINT RESTRAINT SYSTEM	XI – A
ALTERNATE VALVE RESTRAINT SYSTEM	XI – B
SERVICE METER INSTALLATION	XII

**ARTICLE XVI – ADOPTION**

DULY ADOPTED this 17<sup>th</sup> day of April, 2006, by the Board of the Bedford Borough Water Authority, in lawful session duly assembled.

BEDFORD BOROUGH WATER AUTHORITY

Attest: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman