BLOOMFIELD BOROUGH WATER AUTHORITY

SCHEDULE OF CHARGES

Revised Rates February 25, 2025

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BLOOMFIELD BOROUGH WATER AUTHORITY RULES AND REGULATIONS

I. RULES AND REGULATIONS

These Rules and Regulations are a part of the Contract with every person who takes water service, and every such person by taking water agrees to be bound thereby.

These Rules and Regulations are not intended to conflict with any local, state, or federal legislation. Any provisions that are found to be in direct conflict with such legislation shall not be applicable.

II. ENFORCEMENT

These Rules and Regulations shall become effective on and after January 1, 2007, to all properties then and after connected to the water system. All prior Authority rules, regulations, and resolutions not consistent herewith are hereby repealed, provided, however, that all rights accrued and moneys due the Authority under any such rules, regulations, and resolutions are preserved to the Authority. The Authority reserves the right to amend these Rules and Regulations and Schedules of Charges in such manner and at such times as, in its opinion, may be advisable.

III. DEFINITIONS

A. Applicant: A person who applies for water service at a premises.
B. Authority: Bloomfield Borough Water Authority, a Pennsylvania municipality authority.
C. Authority's Service Line: The water service pipe and appurtenances extending from the Authority's main including: the tee or tap in the main, the lateral pipe to a point at or near the property line, the curb stop or service valve, and the curb box or valve box.
D. Borough: The Borough of New Bloomfield, Perry County, a Pennsylvania municipal corporation.
E. Commercial Water Hauler: A person delivering the Authority's water supply to retail customers.
F. Contractor: A builder or other person who uses water on a temporary basis for construction purposes.
G. Cross-Connection: Any connection, direct or indirect, that physically joins a customer's service line, or any piping extension thereof, to a non-potable source of water as defined by PA DEP or to a water system other than that of the Authority.
H. Customer: Any person who receives water service from the Authority.
I. Customer's Service Line: That part of the water service pipe extending from the Authority's service line to the premises, except the water meter, which remains the property of the Authority.
J. Main Extension: Water service requiring the construction of one or more additional water mains.
K. Meter: A device for measuring the quantity of water used, which is a basis for determining charges for water service to a customer.
L. Owner: The person in whose name the deed for a property is designated.
M. Person: An individual, partnership, company, corporation, association, corporate political

body, joint ownership, or any other entity capable of functioning in the context used herein.

N. Premises: The property, building, or other site to which water service is furnished, including;
   1. a building under one roof, owned or leased by one person, and occupied as one residence or business;
   2. each combination of buildings owned or leased by one person, and occupied as one service line, and occupied by one family or business;
   3. each side of a double house or each housing unit;
   4. each apartment, office, or suite of offices located in a building having several such apartments, offices, or suites of offices and using common one or more means of entrance; or
   5. such other situations as the Authority shall deem proper and advisable.

O. Service Connection Charges: Has the same meaning as "connection fee" in Act 57.

P. Standby Service: Water service intended to supplement service provided from a source of supply other than that of the Authority.

Q. Tapping fees: Has the same meaning as the same term in Act 57.

R. Tenant: A person who leases or rents premises from an owner.

S. Township: Any of the townships or boroughs (Pennsylvania municipal corporations) in which the Authority provides water service.

T. Water Service: Provision by the Authority of water as a commodity, of readiness to serve water for any purposes, and of any services related thereto.

U. Water System: The Authority's water supply and distribution facilities, taken as a whole, or as any portion thereof.

IV. APPLICATIONS

A. SERVICE CONNECTIONS

1. Any owner desiring the introduction or alteration of a customer's service line must first make written applications on the form furnished by the Authority, at least seven (7) days before service is desired. The application shall state the time when the trench from the curb or valve box to the property will be ready for making the connection.
2. The application must be signed by the owner, or his duly authorized agent, which application shall, together with these Rules and Regulations, regulate and control water service to the premises. The Owner shall guarantee continuous service for at least one year. The application shall be binding upon the heirs and assigns of the owner.
3. Any applicant desiring standby service shall so state on the application form.
4. The applicant will not be approved until the Authority receives full payment of all applicable service connection charges, tapping fees, and other charges as duly-adopted by the Authority. The applicant will also not be approved until the developer (if applicable) has dedicated to the Authority any new water mains necessary to serve the applicant.
5. A new application shall be submitted to the Authority for approval upon any change in property ownership.
6. A tenant may not make application for a water service connection.

7. The Authority may, at its option, waive the application requirement.

B. WATER

1. Every customer desiring water service shall submit a signed application for approval on the form furnished by the Authority at least five (5) working days before service is required.
2. When application is made by someone other than the owner, the owner shall co-sign the application and shall guarantee payment for water service.
3. The fact that an application may not exist, or may not be signed by the owner, shall not relieve the owner of his responsibility for ultimate payment of all water service bills related to a premises.
4. A new water service application shall be submitted whenever there is a change of tenant or owner.
5. All contracts for water service shall continue in force from month to month, but either party may cancel the contract by giving ten (10) days written notice.
6. When service is initiated or discontinued during a billing period, fixed charges will be pro-rated according to the number of months of service rendered during the billing period, any part of a month will constitute a full month.
7. Separate water service applications shall be made for:
   (a) each building under one roof, owned or leased by one party, and occupied as one residence or business;
   (b) each combination of buildings in one common enclosure, owned or leased by one party and occupied by one family or business;
   (c) each side of a double house having a solid vertical partition wall;
   (d) each side or part of a house occupied by one family or business, even though the kitchen, bath, or other fixtures are used in common;
   (e) each apartment, business establishment, office, or suite of offices located in a building having several such apartments, business establishments, offices, suites of offices, or combinations thereof;
   (f) each fire service connection, whether public or private; or
   (g) such other cases as the Authority shall deem proper and advisable.

C. DEPOSITS

1. Deposits may be required from customers taking service for a period of less than thirty (30) days in an amount equal to the estimated gross bill for the period. Deposits may be required from other customers as the Authority deems necessary.
2. Deposits will be returned only to the depositor when he has paid service bills for a period of twelve (12) consecutive months; or upon discontinuance of service by the customer and payment of all charges due. Any customer of good credit who has been returned a deposit will not be required to make a new deposit unless water service has been discontinued for violation of the Rules and Regulations.
3. No interest will be paid on deposits.
4. Any customer having a deposit shall pay bills for water service rendered in accordance with these Rules and Regulations. The deposit shall not be considered as payment for

normal water service.

V. CONDITIONS OF INSTALLATION AND USE

A. WRITTEN PERMIT FOR CUSTOMER TO SUPPLY PERSONS OR FAMILIES

1. No customer or any premises receiving water service shall be allowed to supply water to other persons or other premises except by written permit of the Authority. Customers who violate this rule will have water discontinuance procedures initiated against them. Water service that is turned off will remain off until the Rules and Regulations are satisfied.

B. AUTHORITY'S SERVICE LINES

1. Upon approval of the water service and water service connection applications, and payment of all applicable charges, the Authority will install its service line.
2. Separate service lines shall be installed for normal domestic water service and fire protection service.
3. The location of the service line will be designated by the Authority.
4. No other utility line shall be within four (4) feet of the service line trench, unless previous written approval is secured from the Authority.
5. If the Authority permits the water service line to be placed in the same trench with a building drain or building sewer, the following conditions shall be met:
   (a) The bottom of the water service line, shall be at least 18 inches above the top of the sewer line at all points.
   (b) The water service line shall be placed on a solid shelf excavated at one side of the common trench.
6. When a customer desires a change in location or size of an existing line, he shall bear the entire cost of the change.
7. The Authority will be responsible for the maintenance and repair of its service line.
8. The Authority's service lines will not be installed on private property, unless the customer provides a duly recorded written easement granting permission for the Authority to install and maintain the service line on said property.
9. The Authority reserves the right to construct its service line after the customer installs his service line to the Authority's satisfaction.

C. CUSTOMER'S SERVICE LINES

1. The customer's service line, beyond the Authority's service line, shall be installed and maintained by the customer at his expense.
2. The Authority will make all connections to its mains ("corporation stop") at the expense of the consumer. The consumer shall at its own expense, install and maintain all service lines from the curb stop and box, which shall be placed from one to two feet from the inside face of the curb and shall be of a pipe approved by the Authority. No consumer may install or repair a service line without first allowing the Authority or its authorized agents or representatives to inspect and approve such installations. Pipe and fitting to be approved by Authority.

3. The customer's service line shall be installed as a continuous length of pipe, and shall be soft copper tubing type K.
4. The customer's service line shall be laid not less than three and one-half (3.5) feet below finished grade.
5. The service line trench shall not be backfilled until the Authority's service line is installed and both service lines are tested. If any defects are found in the customer's service line, water service will not be furnished until such defects are remedied.
6. A separate stop or valve, with drain, shall be installed by the customer immediately inside the basement wall between the basement wall and the meter.
7. The applicant shall also furnish and install an approved meter setting device at a location approved by the Authority. The applicant shall furnish and install a stop or valve immediately after the meter to prevent plumbing drainage when the meter is removed. In addition, the applicant shall install a dual back-check valve on the applicant's side of the meter.
8. If service line pressure is deemed excessive by either the Authority, applicant, or customer, it shall be the customer's responsibility to install a pressure regulator at his expense.
9. Although service line pressure may be undesirably low, the Authority shall be under no obligation to increase pressure by pumping or other means.
10. The customer shall keep his service line in good condition under penalty of service discontinuance.
11. The customer shall pay all costs for relocating or changing his service line.
12. Installation of all new or replaced customer service lines shall be subject to Authority inspection and approval.
13. If the Authority is required to renew its water service line, and if the customer's service line does not meet the Authority specifications, the Authority may issue notice to the customer to renew his service line at the customer's expense.

D. OPENING AND CLOSING VALVES OR HYDRANTS

1. No unauthorized customer or person shall operate any curb stop, valve, or hydrant in any Authority line or main.

E. TWO OR MORE CUSTOMERS ON SAME SERVICE

1. Each customer will be supplied through a separate metered service connection unless the Authority grants an exception.
2. No owner of any premises shall furnish Authority water to other persons or premises without written Authority approval.
3. Where two or more customers are supplied from the same service line, a separate service valve and valve box shall be provided for each customer. See Definition III.C.
4. When two or more customers are supplied from the same service line, any violation of the Rule and Regulations by any of said customers shall be deemed a violation by all, and the Authority may take action against the group of customers as if they were a single customer. However, such action will not be taken until an innocent customer is given the opportunity to install a separate service connection.

5. Where the premises are used both as a place of business and as a residence, charges shall be imposed separately for both customer units. Both charges shall apply even though no separate service valve or valve box is provided for each customer unit.

F. TEMPORARY USES

1. Water service may be provided on a temporary basis for special conditions which do not fall under the classification of permanent or standby service. Each case shall be reviewed on an individual basis and service shall be at the discretion of the Authority.
2. Applicants for temporary use of water shall submit a written application to the Authority for approval. The application shall be accompanied by a deposit in the amount of the estimated quarterly charge, as determined by the Authority.
3. All costs for installation and dismantling Authority service connections shall be paid for by the applicant.
4. Temporary water service may be metered, at the option of the Authority. The Authority will install and remove the meter, and all costs shall be paid by the applicant.
5. If water is used where a meter is not installed, the Authority shall establish the charge for water service, from the date of initial use to the date of meter installation or termination of use.

G. NON-PERMISSIBLE CONNECTIONS

1. The following connections are prohibited:
   (a) Connection to any water system, other than the Authority water system.
   (b) Any device that may cause water hammer.
   (c) An unprotected connection to a booster pump, boiler plant, or boiler pump.

H. BACK FLOW PREVENTION DEVICES

1. All new water service installations will require a back flow prevention device, to prevent any potential cross-connection of non-potable water with the Authority's water system, in accordance with Authority specifications.
   (a) Residential installations: Dual check An assembly of two (2) spring loaded, independently operating check valves without tightly closing shut-off valve and test cocks. Generally employed immediately downstream of the water meter.
   (b) Commercial installation: Double check valve Specifications for proposed check valve assembly to be submitted to Authority for approval by authority engineer.
2. The costs of furnishing and installing any back flow prevention device shall be borne by the customer, who shall also retain ownership of it and be responsible for testing and maintaining it. The Authority reserves the right to require that back flow prevention devices be tested at least once every 12 months and that a certified test report be furnished to the Authority.

I. LEAD-FREE CERTIFICATION PROGRAM

1. Introduction The Plumbing System Lead Ban and Notification Act (the "ACT") took effect on January 6, 1991. The Pennsylvania Department of Environmental Protection (DEP) is responsible for implementation and enforcement of the ACT which prohibits the

sale and use of plumbing materials that are not lead-free within the state and requires public water suppliers to notify their customers of the health risks associated with lead in drinking water.

2. Scope and Applicability of the Program
   a. This program has been adopted by the Bloomfield Borough Water Authority (the "AUTHORITY") to ensure that lead-containing plumbing materials are not used in homes or buildings intended to be connected to public water systems. By definition of the ACT, Lead-Free Materials contain less than the following: 0.2 percent lead for solders and fluxes 8 percent lead for pipes and fittings
   b. In accordance with the ACT, the Authority requires any person requesting connection to the water system to certify that only lead-free plumbing materials were used after January 6, 1991 in the building or home intended to be connected to the water system. Plumbing systems constructed prior to January 6, 1991, are exempt from the connection certification requirements.

3. Connection Certification Requirements
   The Authority is required by the ACT to implement and maintain Certification Records of all potential customers requesting connection to the Authority's water system. Manufactured housing and mobile homes constructed to meet the requirements of the Federal Department of Housing and Urban Development (HUD) Code are exempt from certification. Verification of the compliance with HUD is required. The certification letter provided by the Authority must be completed by all potential customers for buildings or homes meeting the description in Section V.I.2.b. The letter must be signed by the person knowledgeable of the building's plumbing system and authorized to request its connection to the water system; it must also be notarized by a Notary Public. The building will not be allowed to be connected to the water system without an approved Connection Certification.

4. Inspection Program
   a. Methods of Inspection An inspection program established by the Authority to verify a connection certification will consist of solder testing within the building or home of the potential customer. Solder testing will be performed with the use of a lead solder test kit designed specifically for this type of application.
   b. Each and every building involved in a customer's request for connection shall be inspected. The testing location of the solder inside the building shall be determined by the Authority.

5. Penalties for Failure of Compliance
   a. Response to Use of Leaded Solder When the use of lead-containing solder is discovered prior to connection, the Authority will refuse connection to the building or home. If the use of lead-containing solder is discovered after the connection has been made, the Authority shall turn the matter over to the DEP (Department of Environmental Protection) for enforcement actions against the installer.

J. <u>STANDBY SERVICE</u>

1. Any customer desiring standby water service shall submit a written application to the

Authority.

2. The Authority will determine the size and location of service lines and the number and types of meters required for standby service based on information supplied by the applicant.
3. Facilities deemed necessary by the Authority to provide standby services and to protect the Authority's water system shall be installed at the customer's expense.
4. All normal water service charges shall apply unless waived by the Authority.
5. The term of the standby service shall be established by the Authority.

K. COMMERCIAL WATER HAULERS

1. Any customer desiring service as a commercial water hauler shall submit a written application to the Authority.
2. The customer shall provide a location for loading, which location shall be approved by the Authority.
3. The customer shall pay for costs of installing the customer's service connection, meter, meter pit, valves, riser pipe, and facilities to control spillage and surge conditions.

VI. METERS

A. DETERMINATION OF METERING

1. The Authority will determine when and where meters shall be installed and replaced.

B. SIZE, INSTALLATION, AND OWNERSHIP

1. Service Stop There shall be placed in the customer facility line, within the wall of the building supplied, and so located as to drain all of the pipes in the building as well as the meter, a brass, lever handle stop and waste valve, easily accessible to the occupants, for their protection in enabling them to turn off the water in the case of leaks and to drain the pipes to prevent freezing.
2. Meters All meters shall be furnished by and remain the property of the Authority except for those commercial customers who currently own their meters. The consumer is responsible for paying the cost of the meter before a meter can be hooked up. The cost of a meter for the minimum size meter is set out in Schedule B. Figures for more expensive meters will be furnished upon request. The size of all meters or any types of meters are to be determined by the Authority. All meters shall be accessible at all times to the Authority and subject to its control. They shall be conveniently located within the building supplied, at a point approved by the Authority or its agents, so as to control the entire supply; and a proper place and protection therefor shall be provided by the consumer. In any case where it is not convenient to place the meter within the building, a concrete or brick pit with suitable cover shall be installed, inside the property line, at the expense of the property owner or consumer. The Authority has the right to install remote meter reading equipment on the consumer's property at a location convenient to the Authority or its agents. All 2" meters or larger shall be equipped with a bypass.
3. No customer shall tamper with, remove or disconnect a meter.
4. Homeowners are responsible for ensuring that the Authority meter reader has access to

the meter. If the meter reader cannot access the meter due to overgrown shrubbery, a locked gate, dogs that bark or bite, or any other reason, the meter reader will alert the homeowner to the problem, but will estimate water usage instead of reading the meter. The estimate may be higher than the homeowner likes, but until the problem preventing meter reading is resolved, estimates will be used by the Authority for billing, and the homeowner will be obliged to pay for usage based on the estimates.

C. PAYMENT FOR METERS

Water Meters: The cost of a water meter shall be 110% of the invoiced charge to the Authority for the meter.

D. LOCATION OF METERS

1. The Authority will determine the location of all meters.
2. When a meter is installed within a building, the customer shall provide, at his expense, an approved installation space, and approved piping connections complete with stops or valves with drains.
3. When a meter is installed outside a building, it shall be placed in an approved meter box, complete with approved stops or valves, with drains, all provided at the customer's expense.
4. Each customer unit, whether single-house, double-house, or row house, and whether owner or tenant occupied, shall have a separate meter, except as permitted otherwise by the Authority.
5. Multi-unit buildings served through a single line, such as apartment buildings and office buildings, may have a single meter if approved by the Authority.
6. If a remote meter readout addition is desired by the customer, but deemed unnecessary by the Authority, the entire cost of the instrument and the installation shall be paid by the customer.

E. PROTECTION OF METERS

1. The customer shall protect the meter against damage due to freezing, hot water, negligence, and other causes. The Authority will repair any loss or damage at the customer's expense. If payment for loss or damage is not made within 10 days of the billing date, service will be discontinued until the bill is paid.
2. Where steam or hot water is used, the customer shall install a check valve on the customer side of the meter.

F. METER TESTS

1. The Authority may test or replace a customer meter at any time after notification.
2. After receipt of a written request and deposit, as listed below, the Authority will test the accuracy of a customer's meter in his presence. If the meter accuracy is within +4%, the meter is considered accurate and the deposit will be retained. If the meter accuracy is not within +4%, the meter will be repaired or replaced at Authority expense, and the deposit will be returned.
3. Required meter test deposits as follows:

4. If a meter is found to be inaccurate, an adjustment will be made for the current billing period only, based on test results or on the recorded consumption for the same billing period during the prior year. If there is evidence to establish the date of inaccuracy, the adjustment will be made from that date.

G. LEAKS AND DEFECTIVE PLUMBING

1. The Authority is not liable for damage resulting from leaks, broken pipes, or any other causes, occurring at any premises. The customer shall have no claims against the Authority on account of the bursting or breaking of any main, service pipe, or water system appurtenance.
2. All leaks in service lines and customer facility lines from the curb stop to and in and upon, the premises supplied shall be promptly repaired. On failure to make such repairs after seven (7) days from the date of notification, the Authority may turn off the water at the owner's expense and it will not be again turned on until all proper and necessary expense incurred in shutting off and turning on the water are paid in full. The Authority may estimate water usage in the event of leaks in customer facility lines. The Authority shall in no event be responsible for maintenance of, or for damage done by water escaping from, the service pipe or any other pipe or fixture on the outlet side of the curb stop; and the consumer shall, at all times, comply with State and Municipal regulations in reference thereto and shall make any changes thereon required on account of change of grade, relocation of mains or otherwise.
3. All metered consumption will be billed according to the Schedule of Water Rates, and no adjustments will be made for excessive consumption due to leakage or waste.

H. METER REPLACEMENT PROTOCOL.

1. The Authority reserves the right to replace any meter at any time.
2. When the Authority determines that it needs to replace a meter, it shall give written notice to the owner by regular mail. Said notice will give the reason for the proposed replacement and the proposed date of replacement. Said notice will afford the owner ten days to independently have the meter tested at the owner's expense. Normally the Authority will be wanting to replace the meter because it is under-reporting usage or to upgrade to touch-pad technology. The Authority finds that owners become upset at increased usage readings after the meter is replaced. If the owner's independent testing shows that the meter is accurate or is over-reporting usage, the Authority may elect to leave it in place for the time being.
3. If the owner does not respond to the offer to test independently or after testing agrees with the authority that the meter is inaccurate and should be replaced, the Authority shall proceed with the proposed replacement.
4. Owners must cooperate in meter replacement upon notice as described in Paragraph 2, even if they do not want the meter replaced. Any owner who does not cooperate shall be subject to having water service discontinued 45 days from the date of the letter.

VII. FIRE SERVICE AND OTHER SPECIAL USES

A. PUBLIC HYDRANT INSTALLATION

1. When a municipality desires the installation of a fire hydrant on the Authority system, the municipality shall make application to the Authority for the installation. The Authority reserves the right to request that a deposit, equal to the estimated cost of the hydrant installation, accompany the application. The hydrant installation will be made by and will become the property of the Authority. All costs of the hydrant installation, including connection, valve, piping, and hydrant, shall be borne by the municipality. The actual cost of the installation of each hydrant shall be paid by the municipality before the water is turned on.
2. Public fire protection service shall be paid by the municipality requesting the public fire hydrant at the rate stipulated in the Authority Schedule of Water Rates.
3. Whenever a municipality desires that the location of a fire hydrant be changed, it shall make application for the change, and the change will be made by the Authority at the expense of the municipality.
4. No fire hydrant shall be used without the Authority's permission for any purpose, except by persons authorized to use them in extinguishing fires.
5. The Authority does not assume any liability as insurer of property or person. Any consumer receiving fire service will not be entitled (in the event of fire) to any service, pressure, capacity, or facility other than that available at the time, in view of the circumstances of the Authority at that time. The Authority shall not be liable for any damage or injury to any person or property by reason of any fire, water, failure to supply water, or pressure, or capacity, or lack thereof, due to any cause beyond the reasonable control of the Authority.

B. PRIVATE FIRE SERVICE

1. A person desiring private fire service shall submit an application to the Authority and shall pay all necessary charges before service is rendered.
2. Authority approved compound meters or detector checks with bypass meters shall be installed on all new or replaced private fire service lines, at the customer's expense, and they shall become Authority property.
3. All fire service meters shall be maintained by the Authority at its expense, except for damage caused by the failure of the customer to protect the meter.
4. All water consumption through fire service lines will be billed at duly adopted Authority rates.
5. The size of each private fire service line shall be approved by the Authority prior to installation. Normally, a private fire service line shall be at least one size smaller than the Authority main to which it is connected.
6. No cross connection shall be made between a fire service line and a regular water service line.
7. The Authority does not assume liability as insurer of property or person. Any customer receiving fire service is not entitled to any service, pressure, capacity, or facility other than that available at the time of service. The Authority is not liable for any damage or injury to any person or property by reason of any fire, flooding, water supply failure, pressure failure, excess pressure, or any other cause.

8. Private fire protection service charges shall be determined according to the Schedule of Water Rates. These charges are compensation for "Standing Ready to Serve," and they are in addition to any charges for consumption through fire service lines. See Schedule B.
9. No charge will be made for fire hydrants installed on the customer's side of the meter in cases where the meter has been sized to measure the fire flow and the customer is paying that metered rate.

C. USE OF FIRE SERVICE FACILITIES

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

D. BOILERS

1. Customers who use the water supply for steam boilers or similar facilities do so at their own risk. The Authority, upon request, will, furnish water system pressure data for customer convenience in setting relief valves, but in no way guarantees the results.

E. HEAT TRANSFER EQUIPMENT

1. Heat transfer equipment includes air conditioning, refrigeration, heat pump, or other heating or cooling equipment, air compressor, atmosphere condenser, vacuum pan, or similar equipment or heat exchangers attached to any such equipment supplied with water from the Authority water system.
2. Where a customer desires to utilize water for heat transfer equipment, an application shall be submitted to the Authority for that use. The Authority reserves the right to reject approval of such application if projected water consumption is excessive.
3. If the Authority determines that water consumption for heat transfer purposes is excessive, the Authority may discontinue service until the customer reduces consumption to an acceptable level.

VIII. DISCONTINUANCE OF SERVICE

A. NOTICE AND CHARGES

1. The Authority reserves the right to shut off water for nonpayment of delinquent water bills, and for any of the other reasons listed herein below. The Authority will give the customer advance written notice of discontinuance and will follow procedures required by Pennsylvania law. Discontinued service will not be restored until a service restoration fee of $50.00 is paid to the Authority.
2. There will be a $50.00 fee for temporary shut-off and turn-on of water service if requested and performed, except when service discontinuance is involved.
3. There will be a charge of $50.00 each for shut-off and turn on of water service for services performed at customer's request. Exception for community non-profit organizations will be handled on a case by case basis.

4. The Authority reserves the right to shut-off water service without notice during emergencies, and the Authority shall not be liable for any damages or inconveniences suffered.

B. PROCEDURES FOR TERMINATION OF PUBLIC WATER SERVICE PURSUANT TO 66 Pa.C.S. § 1406 1.

The Bloomfield Borough Water Authority may pursue termination of service to any customer as a result of any of the following actions by the customer:

a. Violation of any Authority Rules and Regulations.
b. Misrepresentation in application as to property or fixtures to be supplied, or the use of the water supply.
c. Use of water for any property or purpose not described in the application.
d. Tampering with any service pipe, meter, curb stop or seal, or any appliance of the Authority.
e. Failure to maintain, in good order, connections, service lines, back flow preventers, or other fixtures for which the customer is responsible.
f. Waste of water through improper or imperfect pipes, fixtures, or other facilities.
g. Vacancy of the premises.
h. Failure to make payments of any water system charges against the premises.
i. Failure to permit access to meters, service connections, or other property of the Bloomfield Borough Water Authority for the purpose of replacement, maintenance, repair, or meter reading.
j. Refusal to conserve water during periods of advertised restricted supply.
k. Failure to pay Authority water bills or charges incurred at another premises.
l. Existence of any cross-connection at premises.
m. At request of sewerage utility.
n. Non-payment of an undisputed delinquent account.
o. Failure to comply with the material terms of a payment agreement.
p. Failure to complete payment of a deposit, if required.

2. Bloomfield Borough Water Authority shall follow the following procedure in providing written notice to customers prior to termination of service:

a. At least ten days prior to the proposed date of termination, the Bloomfield Borough Water Authority shall provide written notice of termination to the customer by Registered First Class Mail and posting of a Notice of Termination. The termination notice shall remain effective for sixty days.
b. At least three days prior to the scheduled termination, the Bloomfield Borough Water Authority shall contact or attempt to contact the customer or occupant, either in person or by telephone, to provide notice of the proposed termination date. In the event that the Authority is unable to contact an actual person, phone contact shall be deemed complete upon attempted calls on two separate days to the residence between the hours of 7 A.M. and 9 P.M. Such attempted calls shall be made at various times each day.
c. During the months of December through March, Bloomfield Borough Water Authority shall post a notice of the proposed termination date at the service

location within 48 hours of the scheduled date of termination. Such notice shall only be necessary if personal contact with the customer or responsible adult has been unsuccessful.

d. At the time of termination of service, the Bloomfield Borough Water Authority shall attempt to make personal contact with the customer or responsible adult. Termination of service shall not be delayed for failure to make personal contact.

e. Termination of services may occur during Monday through Friday as long as the Bloomfield Borough Water Authority is able to accept payments to restore service on the day following termination of service and can restore service consistent with the requirements of 66 Pa.C.S. § 1407.

f. Following termination, the Bloomfield Borough Water Authority shall make a good faith attempt to provide a post-termination notice to the customer or responsible person at the affected premises. Such notice shall include a conspicuous posting of the notice at the dwelling. In the case of multi-unit dwellings, said notice shall be posted in common areas when possible.

g. The Bloomfield Borough Water Authority shall not terminate service to premises when a licensed physician or nurse practitioner has certified that the customer or member of the customer's household is seriously ill or afflicted with a medical condition that will be aggravated by cessation of service. It shall be the responsibility of the customer to obtain such a letter from a licensed physician verifying the condition. It shall also be the responsibility of the customer to provide such letter to the Water Authority. The Water Authority may choose to reschedule the premises for termination of services after a reasonable period of time has elapsed.

3. The Bloomfield Borough Water Authority may immediately terminate services under the following conditions:
   a. Unauthorized use of the Water Authority's services delivered on or about the effected dwelling.
   b. Fraud or material misrepresentation of the customer's identity for the purpose of obtaining service.
   c. Tampering with meters or other Water Authority equipment.

4. The Bloomfield Borough Water Authority may immediately terminate services under the following conditions involving dishonorable tender of payment after receiving termination notice. Such notice will include both written termination notice and attempted telephone contact with the customer or affected building.
   a. A customer tenders payment which is subsequently dishonored.
   b. A customer tenders payment with an access device which is unauthorized, revoked, or cancelled.

5. The Bloomfield Borough Water Authority shall make a Good Faith attempt to reconnect service under the following conditions and time frames:
   a. Where service has been erroneously terminated or upon receipt by the Water Authority of a valid medical certification, the Water Authority shall reconnect service within 24 hours.
   b. For terminations occurring after November 30th and before April lst, the

Bloomfield Borough Water Authority shall reconnect service within 24 hours when all other conditions have been complied with.

c. In cases of erroneous termination requiring street or sidewalk digging, the Bloomfield Borough Water Authority shall reconnect service within 3 days.

d. Between the dates of April 1st through November 30th, where termination was proper, the Bloomfield Borough Water Authority shall reconnect service within 3 days.

e. In situations where termination was proper, and street or sidewalk digging is required to reconnect services, reconnection shall be conducted within 7 days.

6. The Bloomfield Borough Water Authority shall provide a location where customers may make payment to restore services.

7. The Bloomfield Borough Water Authority may choose to require additional conditions for reconnection of services under specific circumstances involving low income or medically ill customers.

C. SUPPLY OF WATER

1. The Authority shall not be liable for any water supply deficiency or its consequences.

2. The Authority reserves the right to restrict water service in case of scarcity or whenever the public welfare may require restriction.

D. VACATING THE PREMISES

1. When the premises are vacated, the customer shall give the Authority written notice to turn off water service. The customer shall pay for all water used until the service is turned off.

2. A new application shall be submitted each time there is a change in ownership or customer identity at a premises, and the Authority shall have the right to discontinue service until a new application is made and approved.

IX. EXTENSION OF SERVICE

A. MAIN EXTENSION REQUIREMENTS

1. Any person desiring water service shall complete an application for water service and shall file the application with the Authority.

2. The Authority shall determine whether a main extension is required in order to extend water service.

3. Main extensions shall consist of any new main, including mains lying wholly within a new development.

4. When a main extension is required, the policies stated herein below shall apply to the Applicant.

5. A main extension agreement shall be executed between the Applicant and the Authority for each main extension.

6. The Applicant shall submit complete plans of the proposed main extension to the Authority for approval. Plans shall be prepared in accordance with the Authority's General Specifications for Water System Construction.

7. The Developer shall bear all costs of the main extension including construction, administrative, engineering review, legal, and inspection costs, except as stated otherwise below.
8. With the submission of plans, the Applicant shall deposit with the Authority an amount to be used by the Authority for project expenses. The initial deposit amount shall normally be based on $50.00 per residential unit up to a maximum of $750.00. No project services will be rendered until sufficient deposit funds are provided. Additional deposits may be requested as necessary. Unspent deposit funds will be returned to the Applicant without interest after project completion. Authority expenses in excess of deposited funds will be invoiced to and must be paid by the Applicant prior to receipt of water service.
9. No construction of water facilities shall commence until the plans submitted by the Applicant are approved by the Authority, a main extension agreement is executed, and the Developer satisfies all municipal regulations.
10. All main extensions shall extend the entire length of the property to be served in all directions, unless otherwise approved by the Authority.
11. All main extensions shall be constructed in public rights-of-way or Authority-owned easements. The Applicant shall grant to the Authority any easements across his property that are necessary for the main extension or future extensions thereof.
12. All areas of the main extension, including rights-of-way or easements, shall be graded to the satisfaction of the Authority prior to construction of the main extension.
13. The Applicant shall guarantee the mains and appurtenances he furnishes and installs and he shall remedy, at no cost to the Authority, any defects that develop therein during a period of one (1) year from the date of final acceptance of the constructed facilities by the Authority.
14. The main extension and other water facilities shall become the absolute property of the Authority on the date of formal acceptance by the Authority.
15. All main extensions shall be constructed by the Applicant according to the requirements of the Authority's Rules and Regulations for Water Service and the General Specifications for Water System Construction.
16. The Authority may increase or decrease, at its discretion, the main sizes required under its Rules and Regulations for Water Service or its General Specifications for Water System Construction.
17. If the Authority increases the size of the main extension beyond that normally required, as determined by the Authority, the Authority shall bear the increased cost based on cost data furnished by the Applicant and approved by the Authority.
18. The Applicant shall deposit with the Authority, in advance, the Authority's estimate of the actual cost to provide the service connection and furnish and install a meter, and pay to the Authority, in advance, all tapping fees and other special charges applicable to new service connections in accordance with the Authority's Rules and Regulations for Water Service.
19. No revenue or tapping fee refunds will be granted to an Applicant by the Authority, except under extraordinary circumstances as determined by the Authority.
20. The number and location of fire hydrants, which shall be installed at the Applicant's expense, shall conform to municipality requirements, or to Authority's requirements if no

municipality requirements are applicable.

21. Normally, the Applicant shall furnish and install, at his own expense, the necessary service connection(s). Each service connection will include the connection to the main, corporation stop, service line, curb stop, curb box, and meter pit, if required, and is subject to Authority approval as to location and construction. When the Applicant furnishes and installs the service connection, the normal service connections will be waived. The Authority reserves the right; however, to furnish and install any service connection on its own.
22. The Authority will furnish and install a meter at each service connection. The Applicant will reimburse the Authority 110% of the actual cost for each standard residential meter installation or the actual costs incurred by the Authority for meter pits or business installations.
23. The Applicant shall dedicate and the Authority will accept by written notification the dedication of any water mains and appurtenances constructed under the main extension agreement, providing the same are installed and tested in compliance with Authority specifications.
24. Until conveyed to another owner, the Applicant and his assigns will be responsible for payment of all charges for water service to each service unit.
25. The Authority shall have the right to discontinue water service for any reasons specified in these Rules and Regulations.
26. The Authority accepts no responsibility or liability and shall be under no obligation to maintain, repair, or replace any water facilities from corporation to the meter, with the exception of the water meter.
27. The main extension agreement, together with all its terms and conditions, shall be binding upon and inure to the benefit of the respective successors or assigns or personal representatives of the parties thereto, as the case may be, but the agreement, other than the right to receive such payments as may be due thereunder, may not be assigned by the Applicant without the prior written consent of the Authority.
28. Unless waived by the Authority, upon completion of construction, the applicant shall furnish an as-constructed set of drawings on mylar in accordance with the size and scale specified by the Authority.

X. MISCELLANEOUS REGULATIONS

A. ACCESS BY AUTHORITY PERSONNEL

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

B. TEMPORARY INTERRUPTION OF SERVICE

1. During any emergency, and during the changing or testing of water meters, the Authority

has the right to temporarily interrupt service to make repairs or connections. The Authority will notify customers of such service interruptions if possible. The Authority will not be liable for any damages or inconveniences suffered due to service interruptions.

C. WATER EMERGENCY

1. The Authority has the right to declare a "water emergency", due to a water shortage or other emergency condition, and to impose any water use restrictions deemed necessary during such an emergency. Water emergency restrictions will continue in effect until terminated by the Authority.
2. The water system Manager, or in his absence the Engineer, and the Authority Chairman, or in his absence the Vice-Chairman, are authorized to act jointly for the Authority to declare a "water emergency" and to impose water use restrictions, in accordance with the Emergency Response Plan, but such actions shall be ratified by the Authority within 5 days, or the water emergency declaration shall automatically terminate.
3. Notice of a "water emergency" declaration and water use restrictions will be published in a newspaper of general circulation, in accordance with the Emergency Response Plan.
4. As necessity may arise in case of break, emergency or other unavoidable cause, the Authority shall have the right to temporarily cut off the water supply in order to make necessary repairs, connections, etc.; but the Authority will use all reasonable and practicable measures to notify the consumer, in advance, of such discontinuance of service. In such case, the Authority shall not be liable for any damage or inconvenience suffered by the consumer, 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 reservoirs to provide for fire or any other emergencies and may restrict or regulate the quantity of water used by consumers in case of scarcity, or whenever the public welfare may require it.

D. ACQUISITION OF EXISTING FACILITIES

1. The Authority may acquire or accept ownership, at its discretion, of any existing water mains, distribution systems, or other water system facilities, if the facilities are properly assigned and transferred to the Authority by the previous owner.
2. Water mains, distribution systems, or other water system facilities will not be accepted by the Authority, unless the previous owner furnishes all necessary rights-of-way or easements to the Authority.

XI. TERMS OF PAYMENT

A. BILLS RENDERED

1. Bills will be rendered at stated intervals, at least quarterly, for a specified service period preceding the billing date, except as modified herein.
2. For special or estimate charges, bills will be rendered, upon application, before service is granted.

B. COMPUTATION OF BILLS

1. Bills for metered and flat rate service will be determined according to the Schedule of Water Rates.
2. Where a meter fails to register, or is found to be faulty, a bill will be determined based on average consumption for the same billing period of the previous year, or for the total period of service, whichever period is shorter.
3. Bills for a partial billing period will be determined according to the Schedule of Water Rates, based on actual consumption or a prorated minimum, whichever is greater. Prorated minimum bills will be based on the number of days service is rendered in the billing period.
4. When a single meter supplies more than one unit, bills will be determined using the metered consumption per unit (total metered consumption divided by number of units). The total minimum charge will be determined from the per unit minimum charge based on the meter size required to serve each unit separately.

C. BILLS DUE AND PAYABLE

1. All bills shall be paid by the due date shown on the bill.
2. Charges for connections, temporary uses, and special services shall be payable on demand.
3. Payment delivered to the Authority or the collection agency, as evidenced by the date stamped on the bill, on or previous to the due date of the bill, will be considered timely payment.
4. Water use by the same customer in different premises will not be combined, and each installation will be billed separately.
5. Water bills that remain unpaid beyond the due date are considered delinquent, which delinquency constitutes grounds for discontinuance of service.
6. The Authority reserves the right to take any legal action it deems necessary, including the liening of property, in order to recover amounts due and payable.

D. BILLS OF DOUBTFUL ACCURACY

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

E. FAILURE TO RECEIVE A BILL

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

F. CHARGE FOR LATE PAYMENT

1. Bills remaining unpaid after the due date will be assessed a 10% penalty plus 1% for each additional thirty (30) days.

G. BAD CHECKS

1. When a customer's check is returned to the Authority by the bank for insufficient funds, the Authority will impose a service charge of $20.00 to the bill for each occurrence.

H. CONNECTION CHARGE

1. Each applicant for a service connection shall pay a connection charge equal to the actual cost incurred to make the service connection. The connection charge is in addition to all other charges, fees, and deposits required by the Authority. The connection charge may be waived by the Authority when the applicant finances the Authority's service line.

I. TAPPING FEES

1. Each Applicant for water service shall pay a tapping fee, prior to receipt of service, in accordance with the Schedule of Initial Fees, Schedule B.
2. When two or more customers are served through a single service line for convenience, the tapping fee will be determined based on the culmination of individual customer service requirements.

J. LATE FEE ON INVOICES

1. A 1.5% fee per month after 30 days will be charged for outstanding invoices.

SCHEDULE A

WATER USAGE RATES

Basic rate - residential

$117.42 per quarter for the first 4,000 gallons whether used or not

Additional rate - residential

$11.74 per each additional 1,000 gallons

Basic rate - commercial

$124.22 per quarter for the first 4,000 gallons whether used or not

Additional rate – commercial

$12.42 per each additional 1,000 gallons

Bulk rate

$13.42 per 1,000 gallons

SCHEDULE B
SCHEDULE OF INITIAL FEES
BLOOMFIELD BOROUGH WATER AUTHORITY

TAPPING FEE - $4,000.00 per EDU (Equivalent Dwelling Unit),
defined as any room, group of rooms, house, trailer or other structure or enclosure occupied or intended for occupancy as separate living quarters by a family or by persons living together or by persons living alone. For a non-residential use, the water flows for such use, divided by 147.55 gallons per day, shall be the number of EDUs for such non-residential use. Refer to Resolution No. 02-28-2023-01.

The tapping fee is in addition to the service connection charge and the charge for furnishing and installing a meter. The tapping fee applies to all service connections, including fire-service connections but not including individual fire hydrants. The service connection charge and charge for furnishing and installing a meter are equal to the actual costs incurred to perform these items of work.

COST OF METER – The cost will be 110% of the invoiced charge to the Authority for the meter.

Pursuant to VI.B.2 of above schedule of charges, the property owner has to pay the cost of the meter set out above for the minimum sized meter.

FIRE PROTECTION SERVICE CHARGE "Standing Ready to Serve"

Service size	Fee, billed quarterly
1"	$100.00
2"	200.00
3"	300.00
4"	400.00
6"	600.00
8"	800.00

HYDRANT FEE - $115.00 per quarter