

HONEY BROOK BOROUGH AUTHORITY
Chester County, Pennsylvania

WATER SYSTEM

A RESOLUTION

ADOPTING CERTAIN RULES AND REGULATIONS AND PROVIDING FOR ADOPTION OF ADDITIONAL RULES AND REGULATIONS FOR SERVICE FURNISHED TO CONSUMERS OF THE PUBLIC WATER SYSTEM OWNED AND OPERATED BY THIS AUTHORITY AND FOR SERVICES RENDERED BY THIS AUTHORITY IN CONNECTION THEREWITH.

Also see Resolution

BE IT RESOLVED by the Board of the Honey Brook Borough Authority, Chester County, Pennsylvania, and it is hereby RESOLVED by the Authority of the same as follows;

SECTION 1

DEFINITIONS

Unless the context of this resolution specifically and clearly indicates otherwise, the meaning of the terms and abbreviations in these Rules and Regulations shall be as follows:

1. Abbreviations:

ANSI – American National Standards Institute

ASSE – American Society of Sanitary Engineers

psi – pounds per square inch

AWWA – American Water Works Association

2. “Authority” means the Honey Brook Borough Authority, a municipal authority created under the provisions of the Pennsylvania Municipality Authorities Act.
3. “Air Gap Separation” means the unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying potable water to a tank, plumbing fixture, or other device and the flood level rim of the receptacle. The differential distance shall be at least double the diameter ($2 \times D$) of the supply pipe measured vertically, above the top of the rim of the vessel. In no case, shall the air gap be less than one (1) inch.
4. “Approved” means that a backflow prevention device or method that has been accepted by the Authority as suitable for the proposed use.
5. “Atmospheric Vacuum Breaker” (also known as the non-pressure type vacuum breaker) shall mean a device containing a shut-off valve followed by a valve body containing a float check, a

check seat and an air inlet port. When the shut off valve is open, the flow of water causes the float to close the air inlet port. When the shut-off valve is closed, the float falls and forms a check valve against back siphonage and at the same time opens the air inlet port.

6. "Auxiliary Water System" means any water source or system on the premises of or available to the Consumer except connections to the Authority Water System or other approved community water supply systems.
7. "Backflow" means a flow condition, induced by a differential in pressure, that causes the flow of water or mixtures of water and other liquids, gases or other substances into the distribution pipes of the Water System from a source other than its intended source.
8. "Backflow Preventer or Backflow Prevention Device" is a device or other means which will prevent the backflow of water or other liquids of questionable quality into the Water System.
9. "Backsiphonage" means the backflow of water or mixture of water and other liquids, gases or other substances from a plumbing fixture or other Consumer source, into a Water System main due to a temporary negative or sub-atmospheric pressure within the Water System.
10. "Borough" means the Borough of Honey Brook, a municipal corporation, existing under Pennsylvania laws and located in Chester County, acting through its Borough Council or any duly designated employee or representative.
11. "Connection Fee" means a fee charged by the Authority for each new or additional residential, business, retail or service, commercial, or industrial service pipe(s) or house connection(s).
12. "Consumer" shall mean the owner (or a Person in control) of any Premises who, prior to, upon or after the effective date hereof, has contracted or shall contract for water service to a Consumer Unit (and/or a Person who, upon or after the effective date hereof, is receiving or shall receive water service for a Consumer Unit). It shall mean and include, as applicable, each of the following: a residential or non-residential (commercial, industrial or institutional) establishment.
13. "Consumer Unit" or "Premises" shall mean:
 - 13.1 A building under one roof and occupied by one family or business; or
 - 13.2 A combination of buildings in one enclosure or group and occupied by one family or business; or
 - 13.3 One side of a double building or house having a solid vertical partition wall; or
 - 13.4 Each room or group of rooms in a building occupied or intended to for occupancy by a business or separate living quarters by a family and/or other group of persons living together or by a person living alone; or
 - 13.5 Any trailer, mobile home or modular home occupied by one family or business; or
 - 13.6 Any public building devoted entirely to public use, such as a school house, house of worship, firehouse; or

- 13.7 Each apartment, condominium, office or suite of offices in a building or house having several such apartments, condominiums, offices or suites of offices and using in common one or more hallways and one or more means of entrances.
- 13.8 Any Industrial Establishment
- 13.9 Any Institutional Establishment
14. “Consumer’s Water System” means any water system, located on the Consumer’s Premises, supplied by or in any manner connect to the Water System. A household plumbing system is considered to be a Consumer’s water system.
15. “Containment” means cross-connection control which isolates the Consumer’s entire facility from the Water System so as to provide the protection necessary to prevent contamination of the Water System in the even of backflow from the Consumer’s facility
16. “Contamination” means the degradation of the quality of the drinking water by wastewaters, processed fluids, or any water of a quality less than accepted drinking water quality to a degree which would create an actual hazard to the public health through poisoning or through the spread of disease.
17. “Cross Connection” is an arrangement allowing either a direct or indirect connection through which backflow including backsiphonage, can occur between the drinking water in the Water System and a system containing a source or potential source of contamination.
18. “Degree of Hazard” means an evaluation of the potential risk to health and the adverse effect upon the Water System.
19. “Double Check Valve Assembly” means an assembly composed of two single, independently acting, check valves including tightly closing shut-off valves located at each end of the assembly and suitable connections for testing the watertightness of each check valve.
20. “Health hazard” means any condition, device or practice in a water system or its operation that creates or may create a danger to the health and well being of its users. The word severe as used to qualify “health hazard” means a hazard to the health of the user that could reasonably be expected to result in significant morbidity or death.
21. “House Connection” means the pipe from the curb stop to a Consumer unit, and normally located on private property, and maintained by the Consumer.
22. “Industrial Establishment” means any room, group of rooms, building or other enclosure used or intended for use in the operation of one business for manufacturing, processing, cleaning, laundering or assembling any product, commodity or article pursuant to which water is required in the operation of such business.
23. “Interchangeable Connection” means an arrangement or device that will allow alternate but not simultaneous, use of two sources of water.
24. “Non-Potable Water” means water not safe for drinking, personal, or culinary use, and which fails to meet the requirements of the Pennsylvania Department of Environmental Protection.

25. "Owner" shall mean any Person vested with the ownership, legal or equitable, sole or partial, of any Premises.
26. "Permit Fee" shall mean fees payable by an applicant for water service from the Authority, prior to water service provided by the Authority. The amounts of such fees is outlined in the *Schedule of Water Rates and Charges*. In addition to the payment of this fee, the applicant shall be responsible to provide for the actual cost of installation of the service connection.
27. "Person" shall mean any individual , firm, partnership, company, association, society, corporation, trust, governmental body or any agency, department or political subdivision thereof, or any other group or entity.
28. "Pollution" means the presence in water of any foreign substance that tends to degrade its quality so as to constitute a hazard or impair the usefulness or quality of the water to a degree which does not create an actual hazard to the public health but which does adversely and unreasonably affect such waters for domestic use.
29. "Potable Water" means water which is satisfactory for drinking, culinary, and domestic purposes and meets the requirements of the Department of Environmental Protection.
30. "Premises" see Consumer Unit.
31. "Process Fluids" means any fluid or solution which may be chemically, biologically or otherwise contaminated or polluted in a form or concentration such as would constitute a health, pollution, or system hazard if introduced into the Water System or a Consumer's water system. This includes but is not limited to:
 - 31.1 polluted or contaminated waters;
 - 31.2 process waters;
 - 31.3 used water originating from the public water system which may have deteriorated in sanitary quality;
 - 31.4 cooling waters;
 - 31.5 contaminated natural waters taken from wells, lakes, streams, or irrigation systems;
 - 31.6 chemicals in solution or suspension;
 - 31.7 oils, gases, acids, alkalis, and other liquid and gaseous fluids used in industrial or other processes, or for fire fighting purposes;
 - 31.8 heating system, water heaters, boilers or heat pumps.
32. "Property" means any building, group of buildings or land upon which buildings are to be constructed which is or may be served by the Authority.
33. "Reduced Pressure Zone (RPZ) Device" means a minimum of two independently acting check valves, together with an automatically operated pressure differential relief valve located between the two check valves. During normal flow and at the cessation of normal flow, the pressure between these two checks shall be less than the supply pressure. In case of leakage of either

- check valve, the differential relief valve, by discharging to the atmosphere, shall operate to maintain the pressure between the checks at less than the supply pressure. The unit must include tightly closing shut-off valves located at each end of the device, and each device shall be fitted with properly located test stops.
- 34 “Schedule of Water Rates and Charges” shall mean the water rates, charges, or fees, adopted and amended or revised from time to time by resolution of the Authority.
- 35 “Service Pipe” or “Service Connection” means the pipe from the Authority’s water main to, and including, the curb stop and normally located within the public street or right of way, and maintained by the Authority.
- 36 “System Hazard” means a condition posing an actual or potential threat of damage to the physical properties of the Water System or a Consumer’s water system containing potable water.
- 37 “Tapping Fee” means the fee payable by an applicant for the privilege of service by the Authority’s Water System. The amount of the Tapping Fee is outlined in the *Schedule of Water Rates and Charges*.
- 38 “Tenant” means any person not an Owner occupying any property.
- 39 “Water Meter Assembly” shall mean the water meter with (or without) remote reader, and with (or without) the backflow prevention device.
- 40 “Water System” mean the water supply, storage, transmission, treatment, pumping and distribution facilities, including all related facilities constructed, installed or acquired by or for the Authority, including all property, real personal and mixed, rights, powers, licenses, easements, rights of way, privileges, franchises and other property or interest in property of whatsoever nature used or useful in connection with such facilities, and together with all additions, extensions, alterations, improvements and betterments thereof or thereto which may be made, installed or acquired from time to time by or for the Authority and which shall be owned and operated by the Authority.

SECTION 2

APPLICATION

2.1 Application for Service Connection and Water Service

Any Owner desiring the introduction of a Service Connection from the Water System into his or her premises (including, but not necessarily limited to connection to an existing building or premises to be developed whether or not requiring the extension of the existing mains of the Water System), must first make an application to the Authority for Water Service, in the name of the Owner on the application form required by the Authority. Such application shall state the purpose for which service is requested. All applicable information that is requested by the Authority must be supplied. The application shall be accompanied by the necessary fees and any other fees as set forth in the *Schedule of Water Rates and Charges*, including, but not limited to, escrow of funds for engineer review fees and attorneys fees as enacted by the Authority. The application shall constitute a grant of permission to the Authority to enter upon any premises for any purpose associated with providing or discontinuing water service to the Premises.

2.2 Water Service Permit

Upon approval of the application for Water Service, such service will be provided to the property owner on the following conditions:

2.2.1 Payment of required fee as set forth.

2.2.2 Compliance with Rules and Regulations and applicable revisions by the Authority

2.3 Deposits

The Authority may require a deposit :

2.3.1 with the application for water service, or

2.3.2 in the event a lien shall be filed pursuant to Section 3.4, or

2.3.3 prior to restoration of water service after water service has been discontinued.

The amount of the deposit shall be in an amount equal to the minimum charge for the type of service proposed to be rendered (or, in the event of Subsection 2.3.2.or 2.3.3, for the type of service to be continued or restored) for one year. The deposit, if required, shall be refunded (without interest) upon payment without default of all charges for four consecutive quarters. Any Owner or Tenant having a deposit shall pay bills for water service as rendered in accordance with the *Schedule of Water Rates and Charges* of the Authority, such deposit is not to be considered on account of a bill during the time the Owner or Tenant is receiving water service

2.4 Past Due Charges

No Application for service will be approved by the Authority until all arrearages and past due charges accrued on the premises for which service is being requested, or any arrearages and past due charges accrued by the Owner thereof on any other property of the Owner receiving water service from the Authority, shall have been paid in full, or arrangements satisfactory to the Authority for payment have been made.

SECTION 3

RATES AND BILLING

3.1 Schedule of Water Rates and Charges

All bills for water service shall be calculated according to the *Schedule of Water Rates and Charges* as enacted by the Authority, and as may be amended from time to time.

3.2 Responsibility of Owner

Sole responsibility for the payment of water service to any property rests with the Owner. Unless otherwise requested by the Owner and approved by the Authority, all bills for water service shall be forwarded to the Owner. Each bill shall be made out in the Name of the Owner of the premises. Each Owner shall provide the Authority with, and continuously shall keep the Authority advised of, his or her correct service and mailing address(es). The Authority will consider, at its sole discretion, billings to a Tenant, upon request from the Owner. In the even

billings to a Tenant are approved, the Owner shall nevertheless remain ultimately responsible for payment of the bill.

3.3 Billing Dates

Bills for Consumer Units for water service supplied shall be rendered on the first days of January, April, July, and October of each year, or as soon after the first day of each of said months as is possible, and shall represent the amount due for water service rendered since the last meter reading.

3.4 Delinquent Bills

3.4.1 Any bills for Consumer Units for water service and all bills for private fire protection service and building construction purposes shall be due and payable as of the date thereof. If payment is received within 30 days, a 5% discount to the bill will be applied. If any such Bill for water service shall not be paid within 60 calendar days after the same bill shall become due and payable, such bill shall be deemed delinquent and a penalty of 10% shall be added to such bill, which bill, plus such penalty, shall constitute the gross bill. Payment made or mailed and postmarked on or before the last day of such 30 or 60 day Periods, as above set forth, shall constitute payment within such period. If the end of such 30 or 60 day period shall fall on a legal holiday or on a Sunday, payment made or mailed and postmarked on the next succeeding business day which is not a legal holiday shall constitute payment within such 30 or 60 day periods.

3.4.2 In the event any bill is not paid within five (5) days after the date of assessment of the 10% penalty as hereinbefore set forth, a delinquent notice shall be sent to the Owner of the Premises. If any such bill shall not be paid within twenty-five (25) days after the date on which such delinquent notice has been mailed, a second delinquent notice shall be sent to the Owner, by certified mail, and the Authority may file a lien against the Premises concerned, in the manner provided by law, or discontinue water service to the Consumer Unit or both, regardless of whether or not the notice was actually received by the Owner. Such lien shall be entered in an amount equal to all arrearages due and owing together with interest at the rate of six (6%) percent per annum, beginning on the twenty-sixth (26th) day after the date on which the bill was due and payable, as hereinbefore set forth. Such lien shall be released only upon payment of all sums due and owing pursuant to the aforesaid lien, together with the making of a deposit by the Owner as required pursuant to Section 2.3.

3.4.3 In the event water service has been disconnected pursuant to other provisions of this Resolution, water service shall not be restored to the Premises until the entire outstanding balance due, together with penalty charges and interest as hereinbefore set forth, shall have been paid in full, together with the deposit by the Owner as required by Section 2.3 hereof and turn-on and/or turn-off charges in effect, except as may be otherwise required by law. After payment as aforesaid, water service shall be restored the next business day.

3.4.4 In the event that the Authority is holding any deposit from any Owner as set forth in Section 2.3 of this Resolution, the Authority shall have the right, but shall be under no obligation, to apply such deposit to the balance due for any delinquent bill for the premises.

3.4.5 Delinquent bills involving Tenants shall be treated in accordance with the provisions of the Pennsylvania Utility Service Tenants Rights Act, 68 P.S. Section 399.2 et seq. requiring, among other things, certain notices prior to discontinuance of service.

3.4.6 A delinquent notice delivered pursuant to Section 3.4.2 shall, at a minimum, contain the following provisions in the event a termination of service is intended: (1) a statement that the Owner's (or Tenant's in the event the Tenant is the ratepayer) water bill is delinquent and that for that reason the water service to the property shall be terminated upon the expiration of 25 days after the date of the mailing of the first delinquency notice if the bill is not paid in full; (2) the reason for the delinquency and resulting termination of the water service is because of the failure to pay for water service received within 90 days after it became due and payable; (4) the amount that must be paid to cure the delinquency; (5) that the Owner or Tenant may request a hearing before the Board of the Authority at which the Owner or Tenant may submit any evidence or documents disputing or contradicting the termination and thereafter be advised whether the termination is still intended. The Authority shall notify the Owner or Tenant of such decision in writing not less than ten (10) days prior to the date of termination of water service.

3.5 Partial Service Bills

Whenever water service to any Consumer Unit shall begin after the first day or shall terminate before the last day of any quarter annum period, the water rates and other charges for such period shall be due and payable, and no pro-rated bills will be considered.

3.6 Delivery of Bills

All bills for water service shall be mailed to the Owner, or at the Authority's sole option, to such other address as designated by the Owner, by regular mail. All such bills shall be considered delivered to the Owner upon delivery of the same by the Authority to the United States Postal Service. Failure to receive a bill for water service shall not be considered justification for non-payment of such bill, nor shall such failure result in any extension of the period of time during which such bills shall be payable without penalty.

3.7 Abatement

An Owner desiring temporary abatement of water service shall give notice to the Authority, requesting cessation of water service. A temporary vacancy, and therefore any abatement of water service, shall date from the day the required notice is received by the Authority, or from the date specified in such notice, whichever is later. In that such temporary abatement is dependent upon receipt of notification thereof by the Authority, it shall be the obligation of the Owner to insure receipt of such request by the Authority. The Authority shall have the right to disconnect the premises from the water system during the period of any requested abatement. No temporary abatement shall be permitted for a period of less than three (3) months. (For permitted vacancy of any premises, refer to Section 10.2.)

3.8 Multiple Consumer Units

Where more than one Consumer Unit is located in one building, house or other structure owned by one Consumer and such building, house or other structure, at the discretion of the Authority, is served through one common water meter, multiple charges per quarter annum shall be imposed upon such Consumer for each Consumer Unit located in such building, house or other structure. The multiple charge per quarter annum shall be computed in the following manner: (1) the total consumption of water through such common water meter shall be divided by the number of Consumer Units served thereby; (2) the *Schedule of Water Rates and Charges* as from time to time may be established by the Authority for computing water rates and other charges shall be

applied to the resultant quotient; and (3) the resultant prorated rental and charge for each Consumer Unit shall be multiplied by the number of such Consumer Units receiving water service through such common water meter to arrive at the total bill for all such Consumer Units served through the common meter; provided, however, that there shall be charged any minimum rate of charge as from time to time may be established by the Authority per quarter per quarter annum for each Consumer Unit, computed on the same basis as if each Consumer Unit was served by a separate water meter of the size the common water meter, or of another size as may be determined by the Authority.

SECTION 4

SERVICE CONNECTIONS

4.1 Water Service Connection

If there is an existing water main adjacent to an premises of Owner, upon approval of the application of such owner or duly authorized agent, for a supply of water to such premises, payment of the service Permit Fee and any other fees as outlined in the *Schedule of Water Rates and Charges*, and the issuance of a Water Service Permit, the Authority shall tap the main, insert a corporation stop, install a service pipe to the curb, or if there is no curb, to the property line of the Owner, and install a curb stop and box and water meter. The Authority will be responsible for the maintenance and repairs of the service pipe extending from the main to the curb stop. The cost of construction of the service pipe, including the corporation stop, service pipe and curb stop, and for installation of the water meter, shall be paid by the Applicant.

4.2 Period of Installation

No service connection will be installed during the period that street openings are prohibited nor at any time when in the judgment of the Authority, working conditions are unreasonable for such installation.

4.2.1 The Owner or consumer is responsible to obtain any and all permits that may be required by the Commonwealth or any municipality beyond those required by the Authority.

4.3 House Connection from Curb to Consumer Unit

The House Connection beyond the curb stop to the Consumer Unit shall be installed by and maintained by and at the expense of the Consumer. The house connection installed by the Consumer shall not be less in size, nor of different quality, material, composition, or construction than the Service Connection as provided by the Authority, unless an outside pit meter is provided. In that case, the foregoing sentence shall only apply for the pipe up to the pit meter. Such House Connection shall be constructed and maintained at least 3- ½ feet below finish grade. The House Connection shall terminate in a brass stop and waste cock of approved design, construction and pattern, within the premises, at a point easily assessable to the occupants thereof, for protection against leaks and freezing in piping of the premises, and to facilitate repairs thereto. The House Connection shall not be backfilled or covered until the House Connection is tested and inspected by a representative of the Authority. The cost for such inspection shall be paid for by the Applicant. If, in the sole opinion of the representative of the Authority, there exists any defects in materials or workmanship in the House Connection, water service will not be provided to the premises until all such defects are remedied to the satisfaction of the Authority. All plumbing

connections shall withstand a working pressure of at least 125 pounds per square inch so certified by the applicable inspecting authority.

4.4 Location Of Service Pipe

The location of the Service Pipe, and the House Connection, shall be specified by the Authority. No Service Pipe nor House Connection shall occupy the same trench with any pipeline conveying sewerage or wastewater, or any facilities of any other service or utility company, nor shall any such Service Pipe or House Connection be within 3 feet of any open excavation or underground vault, unless special precautions are maintained and the prior approval of the Authority is obtained.

4.5 Renewal of Services

In the event it is necessary to renew an existing Service Pipe from the street main to the curb, the Authority will renew said Service Pipe. The new Service Pipe shall be of the same size and construction and in essentially the same location, as the old Service Pipe. In the event the Owner desires a service pipe of greater size than the old Service Pipe being renewed, and in the event the House Connection is to be replaced with a pipe of size equal to that requested by the Owner, the Authority shall install a new Service Pipe of such size as requested by the Owner. Any and all costs associated with the installation of such increased Service Pipe, including any required new tapping of the water main new corporation stop, or new curb box and removal of the old pipe (if necessary), shall be payable by the Owner. In the event the Owner desires that the Service Pipe be relocated from its original location, any and all costs associated with such relocation, including servicing, removal (if necessary) and capping of the old Service Pipe, tapping of the main, and installation of a new corporation stop and curb stop, shall be at the expense of the Owner.

4.6 Repair of Leaks

All leaks in the House Connection and fixtures in and upon the Property of the Consumer supplied shall be repaired promptly by the Consumer at his own expense. Upon failure of such Consumer to make such repairs within a reasonable time, the Authority, upon appropriate notice, may discontinue water service to the Property and will not resume service until all necessary repairs have been made to the satisfaction of the Authority and the applicable turn-off and turn on charges have been paid. At a minimum the foregoing notice shall contain: (1) a statement that the discontinuance of water service is for the failure to repair leaks upon the Property of the Consumer; (2) such service shall be terminated within five (5) days after the date of mailing the notice unless such repairs are made to the satisfaction of the Authority, and (3) water service shall not be restored until all applicable turn-off and turn-on charges have been paid. In the event of an emergency the Authority shall have the right to shorten the time period for notice, or in an appropriate case, to dispense with the necessity for prior notice, provided that notice as aforesaid, to the extent applicable, is given as soon as practically possible after discontinuance of service.

4.7 Auxiliary or Private Water Supply

No person obtaining water from an auxiliary or private water supply, under any circumstances, shall construct or maintain, or cause or permit to be constructed or maintained, and connection, directly or indirectly, between such private water supply and the Water System being operated by the Authority. No private wells shall be used for domestic water requirements.

4.8 Control of Curb Stop and Valves

Under no circumstances shall any person not authorized by the Authority open or close fire hydrants or the stops or valves in any pipe or service connection of the Water System.

4.9 Separate Connections

A separate service connection and curb box shall be installed for each Consumer Unit, provided, however, that if a building or house or other structure contains two or more Consumer Units, and the Owner or Owners thereof shall request and / or the Authority deem it advisable, the Authority, at its discretion, may authorize the installation of a single service connection and curb box for such building, house or other structure, and a single house connection and water meter assembly. All such installations shall be paid for by the Owner / Applicant.

4.10 Violation of Rules

When two or more Consumers are supplied through a single Service Connection, any violation of the rules or the Authority by either or by any of said Consumers shall be deemed a violation as to all and the Authority may take such action as could be taken against a single Consumer, except that such action shall not be taken until the innocent Consumer who is not in violation of the Authority's rules has been given reasonable opportunity to install a separate service line in compliance with these rules and regulations, and the appropriate legal requirements have been met.

Section 5

METERS

5.1 Metered Service

The Authority shall furnish and either: (1) install, or cause to be installed, for the fee set forth in the *Schedule of Water Rates and Charges* which includes the cost of the meter assembly, or (2) the Consumer, at the Consumer's cost (designated as the Customer Facilities Fee), shall install a water meter assembly for each service connection. All meters shall be accessible to and under control of the Authority and shall be and remain the property of the Authority. The cost of the meter assembly is borne by the owner as part of the Customer Facilities Fee. Prior to commencement of water service, a water meter assembly installed by the Consumer shall be inspected and shall be subject to the approval of the Authority.

5.2 Size of Meter

5.2.1 The Authority shall decide the size and type of the meter to be installed.

5.2.2 A 5/8" meter shall be the smallest meter to be installed on House Connections for domestic use, but this size meter shall only be considered as being adequate for one (1) Consumer. When more Consumers receive their supply through a single meter, the meter minimum size may be a larger meter.

5.3 Installation of Meters

5.3.1 Location: All water meters shall be installed as near as practical to the point of entry of the House connection within the house, in a clean, protected and accessible location, safe from freezing and mechanical damage. No plumbing connection(s) to the House Connection are permissible between the main and the meter. No meter shall be installed in a crawl space, coal bin or other inaccessible area.

5.3.2 Height: Meter shall be from 30 inches to 54 inches above the floor, set level with the dial up.

5.3.3 Adaptation: Meters shall be installed in a yoke or horn, so designed that the inlet and outlet piping are permanently connected physically and bonded electrically and that meter changes do not disrupt such piping. When the House Connection lies in a vertical position, in a corner or other inaccessible location, the proper adaptor such as a yoke or horn shall be used to place the meter to a horizontal position for convenient reading.

5.3.4 Shut-Off: All meters shall have a stop and waste cock on the inlet side of the meter, sized to conform with the inlet line.

5.3.5 Outside Remote Register: Each meter shall be provided with an outside touch pad register, to be mounted as close to the meter as practical, in an accessible location on the outside wall of the house. Any landscaping or plantings by the Consumer shall not hinder access to the outside touch pad register. The signal cable between the meter and remote register shall be protected and accessible.

5.3.6 Outside Meters: If the Authority decides that the meter is to be placed outside the building, it must be placed in a meter box approved by the Authority, at the Consumer's expense. The meter shall be installed in accordance with the foregoing paragraphs. Generally, outside meters are required where the Premises are of slab-on-grade construction or are located more than 60 feet from the Curb Stop. The owner shall cause the meter to have sufficient protection against freezing.

5.4 Inaccurate Meters

The quantity of water recorded by the meter shall be conclusive on both the Consumer and the Authority except when the meter has been found by the Authority to be registering inaccurately or has ceased to register. In either case, the meter will be repaired or replaced 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 billings periods, or by the percentage of inaccuracy as determined by the meter test. If the owner does not promptly facilitate the meter repair or replacement by the Authority after a request has been made by the Authority, the owner will be billed the flat rate water charge as set forth in the Schedule of Rates and Charges.

5.4.1 Meter Tests In the event an Owner wishes to dispute a meter reading for accuracy, any such dispute must be made in writing to the Authority within forty-five (45) days after the date of the disputed reading. After receipt of notice of such disputed meter reading the following shall occur: (1) The Authority will verify the meter reading or re-read the meter a maximum of one time in any twelve month period, (2) if the reading was inaccurate a prompt adjustment

will be made by the Authority to correct the error. (3) if no reading error is discovered the original reading will remain in effect.

5.4.2 Reading Resolution If the Owner wishes to continue to proceed beyond the second (verification) reading, after written notice from the Owner the following steps will be available: (1) The Authority will remove the meter in question and perform an in house verification of the meter for which the Authority will charge the Owner as noted in the Schedule of Rates and Charges, (3) if the Owner wishes to continue to dispute the reading, a temporary water meter will be installed by the Authority and the meter in question will be sent to an outside vendor for accuracy testing (3) the Owner will be responsible to pay fees associated with the second test as stated in the Schedule of Rates and Charges, (4) if during any of the previous steps a meter is found to be inaccurate the Authority will bear all of the costs associated with test procedures and the Owner's bill will be adjusted. However in no case will any billing adjustment take place for more than two quarters preceding the finding of inaccuracy including the quarter in question, unless additional water charges were incurred by the Owner due to an unreasonable delay due to the scheduling of the Authority or any vendor of the Authority in which case the Authority shall adjust the water bill to account for such delay (5) the Owner shall be responsible to arrange for the Authority to have access to the meter during regular business hours throughout the test process. (6) The Owner may at any time request in writing, to be placed on the Agenda for a regular Authority Meeting to request relief from the test procedure or billing amounts

5.4.3 A meters will only be determined to be faulty if the accuracy is registering is found to be greater than 4% of the tested volume amount.

5.4.4 Deposit Required Any Owner that requests that a meter test be performed by the Authority shall deposit \$275.00 with the Authority at the time of such request. The deposit will be applied to the costs related to the meter test, labor charges and any other charges related to the meter test. In the event a meter is found to be faulty the deposit will be returned to the Owner, provided there is no outstanding balance due on any account for which the Owner is responsible.

5.5 Protection of the Meter Assembly

5.5.1 The Owner must at all times, properly protect the meter assembly; including the signal line to and from the outside touch pad register from injury or frost or any other cause and will be held responsible for repairs to the meter made necessary due to his negligence. Damage due to freezing, hot water, or external cause shall be paid for by the Consumer. Meters will be maintained by the Authority so far as ordinary wear is concerned. The Authority has established a charge for labor if its employees do any work and bill parts at its cost, as provided for in the *Schedule of Water Rates and Charges*.

5.5.2 The charge for the reinstallation or changing of a meter when removed because of damage due in any way to the negligence of the Consumer shall be the cost of the new meter and the cost of installing the meter. The charge shall also include testing of the repaired meters.

5.6 Liability of Authority

The Authority shall not be liable for any damage resulting from leaks, broken pipes, or from any other cause occurring to or within any house or building, between the curb stop and the meter, 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 water main or service pipe or any attachment to said water works.

5.8 Leaks or Waste

All water passing through a meter shall be charged for at the regular rate, and no allowance will be made for excessive consumption due to leaks or waste.

5.9 Access to Meter

The Authority shall have the right of free access at all reasonable times to the Property in or on which a meter is installed for the purposes of setting, reading, testing, replacing, inspecting, or repairing the meter assembly. In the event the Authority shall be denied access to the Property so that it is unable to read the meter or in the event the Owner or Tenant shall not respond to the Authority's request for access to the meter on the Property within ten (10) days after written notice of such request to the Owner or Tenant, the Authority shall have the right to terminate the water service to the Property after notice of its intention to do so shall be sent to the Owner or Tenant of the Property. At a minimum the foregoing notice shall contain: (1) a statement that the discontinuance of water service is for the failure to permit the Authority access to the meter upon the Property ; (2) such service shall be terminated within five (5) days after the date of mailing the notice unless the Authority is permitted access to the meter, and (3) water service shall not be restored until all applicable turn-off and turn-on charges have been paid. In the event of an emergency the Authority shall have the right to shorten the time period for notice, or in an appropriate case, to dispense with the necessity for prior notice, provided that notice as aforesaid, to the extent applicable, is given as soon as practically possible after discontinuance of service.

5.10 Meter Reading

The Authority will read meters on a quarterly basis, or at any other frequency deemed necessary by the Authority. Typically, readings will be made on the outside (remote) touch pad register, and such reading may, at the discretion of the Authority, be made at the meter itself. Unless found to be defective, the reading of the meter itself will be deemed conclusive.

*You should also consult the Schedule of Rates and Charges for the Honey Brook Borough Authority. The Schedule of Rates & Charges is available at the Authority Office or at the Authority's web site **hbbawater.com***

Section 6

FIRE PROTECTION

6.1 Use of Fire Hydrants

6.1.1 All persons are forbidden to open any fire hydrant or to use any water there from for sprinkling streets, for building or any other purpose without permission in writing from the Authority, under the penalty prescribed by law, except in case of fire, and by the Fire Companies to test hydrants (with prior permission of the Authority).

6.1.2 The Consumer will understand that fire protection charges are mainly a compensation for "Standing Ready to Serve" and that for said charge the use of water is not contemplated except for the actual extinguishing of fire or for testing fire hydrants, systems, and apparatus which shall not be done without first notifying the Authority. If used otherwise, a consumption charge, in accordance with the *Schedule of Water Rates and Charges* will be imposed, as well as a penalty as provided for in these Rules or by law.

6.2 Installation of Fire Hydrants

The Authority shall approve the installation of fire hydrants with input from the local fire chief or fire marshal(s). All fire hydrants shall be located by the Authority, due consideration being given to local fire fighting authorities and requirements of insurance underwriters. Subdividers shall be responsible for all costs of purchase and installation of fire hydrants. The hydrants will be installed by the Authority or by the Subdivider's / developer's contractor, as the case may be, and shall be the property or become the property (upon satisfactory completion) of the Authority.

6.3 Private Fire Service

6.3.1 Where private fire service connections are made to the Authority system, the Authority shall approve the plans for such installations, prior to the approval of the application. The Authority shall make any connection to the distribution system that is required, and the Owner shall pay to the Authority the actual cost for making such connections.

6.3.2 The Authority shall have the right to require a compound type meter for installation in the private fire line, if deemed necessary. Waiver of the requirement for installation of a meter at the time the connection is made shall not prohibit the Authority from requiring a meter installation at a future date, or a different type of meter if such installation or meter type is warranted in the opinion of the Authority. Any meter required will be supplied and installed by the Authority with the cost for the meter, together with labor and materials for installation, to be borne by the Owner or applicant.

6.3.3 Where a private fire connection is approved by the Authority, NO other connection, for domestic, commercial or industrial use, shall be made to the fire connection line, unless a compound type meter is installed between the Authority main and the connection for such line.

6.4 Liability of Authority

Any authorization or approval of installation of any fire service connections by the Authority, or the providing of any form of fire service by the Authority, shall not constitute any assumption of liability by the Authority as an insurer of persons or property, nor does such approval for providing of such service constitute any guaranty or warranty whatsoever that any particular service, pressure, capacity, or facility will be adequate for fire protection purposes.

Any application by any owner for private fire services shall constitute a release of the Authority of any and all claims, actions or causes of actions for injuries to person, or damage to any property, by reason of fire, failure of water supply, pressure or capacity, or damage resulting from leakage of any private fire protection system.

The approval of any such private fire service connection shall constitute administrative approval only for connection to the water system by the Authority.

SECTION 7

MAIN EXTENSIONS

7.1 Extension of Mains

The existing mains constituting the Authority water distribution system in and adjacent to the Borough of Honey Brook shall be extended by the Owner of any property being sub-divided for development purposes. Such mains shall be extended so as to be able to provide water service to all dwellings or other structures to be constructed within the development. The Authority may require the extension of water mains from two directions to enhance system reliability ("looping").

In addition, in the event the Owner of any property desires water service, and there is not an existing water distribution main extending along the property line in any public street, then the providing of water service to such Owner shall require an extension of the water distribution main to the premises of the Owner to be serviced. Any water main extension shall run to the far property line of the last lot served, or to such other terminal point deemed appropriate by the Authority.

7.2 Cost of Extensions

7.2.1 When an application has been received for water service requiring an extension of a main to provide such service, or where an application has been received for an extension of mains into a newly developed tract of land, the applicant must pay to the Authority, prior to commencement of work: (i) a deposit sufficient to cover the estimated cost of plan review by the Authority's engineer in the amount stated in the *Schedule of Water Rates and Charges*, and (ii) a sum equal to and covering the entire estimated cost of installing the necessary pipe lines and appurtenances other than service connections, including, but not limited to, engineering, legal and full-time construction observation fees as determined by the Authority

As an alternative, the applicant shall post a bond or escrow account, the amount of which shall be as required under the provisions of the Municipality Authorities Act, 53 Pa.C.S.A. Sec. 5601, et seq, as amended and any successor provisions thereto. Where this option is used, the applicant shall directly employ the contractor to install the water main extension, appurtenances, corporation stops, service connections, and curb stops. A copy of the contract shall be furnished to the Authority. The Contract between the applicant, and the contractor shall:

- (1) include a clause, acceptable to the Authority Solicitor, which states that the contract may be assigned to the Authority in the event of a default on the part of the developer. The assignability clause shall indicate that the Authority will not incur any obligations or liabilities of the contractor, other than to tender payment for work satisfactorily completed;
- (2) contain a not to exceed total contract price;
- (3) include an estimated rock excavation quantity, if applicable, or use an estimate based on non-classified excavation;
- (4) include the cost and provision of a performance bond and a maintenance bond;
- (5) include a requirement that the contractor provide and maintain an acceptable level of comprehensive liability insurance.

The applicant shall deposit, in accordance with the *Schedule of Water Rates and Charges* funds in an escrow account with the Authority for payment of plan review fees, legal, engineering, inspection and administrative fees associated with water supply to the subdivision or land development. The escrow account shall be adequately funded as determined by the Authority to cover costs prior to incurring of such costs. The applicant shall, nevertheless, remain responsible for payment of all review fees, installation costs, engineering, legal and construction observation fees. In addition, prior to any construction or issuance of a permit, the applicant shall enter into an Extension Agreement and a Financial Security Agreement in the forms customarily used by the Authority and as approved by the Solicitor.

7.2.2 Connection Fee. The standards for construction and materials shall be established by the Authority and its Engineer.

7.2.3 If the Authority performs the work and if the actual cost of installing the necessary pipe lines and appurtenances, other than House Connections, is greater than the estimated cost, this difference shall be paid by the applicant before service shall be rendered.

Should the estimated cost of said pipe lines and appurtenances, other than House Connections, and including, but not limited to engineering and legal fees, be greater than the actual cost, the difference shall be returned to the Consumer.

7.2.4 No interest shall be paid on any deposit held by the Authority, nor on any unused and refunded portion of such deposit.

7.3 Extension Rules

The location of all water main extensions shall be as determined by the Authority.

A water main, to the greatest extent possible, shall be located within a public street. The extension of any water main across private property shall be approved only upon the granting to the Authority of a right-of-way in and across said premises for the purpose of repair, maintenance, reconstruction, or replacement of such water main.

Water mains shall be constructed across private property only in the event the Authority deems any other location to be impractical.

Any easement in and across any private property shall not be less than twenty 20 feet in width, being ten (10) feet to either side of the water main.

7.4 Size of Mains; Installation Cost

All water main extensions shall be of such size as specified by the Authority. The costs of installation of any water main of eight inches in diameter, or smaller, shall be paid by the developer, as hereinbefore set forth.

In the event the Authority requires the installation of a main greater than eight inches in diameter, the Authority shall be responsible for payment of the incremental difference in cost between the installation of an eight inch in diameter water main and appurtenances, and the installation of the water main of such size as required by the Authority.

In the event the installation of the larger water main is deemed to be required by the Authority in order to adequately provide water service to the area being developed by the developer, then the Authority shall not be responsible for any portion of such installation costs, all such costs being payable by the developer.

7.5 Design and Materials

The design of any water main extension shall be subject to approval by the Authority. Any water main extension shall conform to any and all requirements imposed by the Authority regarding materials to be used, manner of excavation and back filling, design of all valves, location of other utility services and proximity to such water main extension, and all other rules, regulations, specifications and requirements as may from time to time be adopted by Resolution by the Authority.

7.6 Length of Extension

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

7.7 Availability of Funds

Extensions of water mains by the Authority, at the Authority's sole discretion, shall be subject to the availability of funds.

7.8 Precedents

The granting of a particular application or an exception to these Rules and Regulations shall not operate as a precedent in any other case. The Authority may by special action grant an exception or exceptions to any rules, regulations or charge.

7.9 Extenders Agreement

Where applicable, the developer or subdivider shall enter into an “ Extender’s Agreement “ with the Authority, regulating all aspects of the proposed water main extension, on a standard format to be furnished by the Authority.

SECTION 8

CROSS-CONNECTION CONTROL

8.1 The purpose of this section of the Resolution is as follows:

8.1.1 To protect the water system from contamination or pollution by isolating within the Consumer’s water system contaminants or pollutants which could backflow through the Service Connection into the Authority’s Water System.

8.1.2 To promote the elimination or control existing Cross-Connections, actual or potential, between the Water System or a Consumer’s water system containing Potable water and non-potable water systems, plumbing fixtures and sources or systems containing Process fluids.

8.1.3 To provide for the maintenance of a continuing program of Cross-Connection control which will systematically and effectively prevent the Consumer’s water system and a Consumer’s water system containing Potable Water from cross connecting.

8.2 The Authority and Consumer have the joint responsibility for protection of the Water System from Contamination due to Backflow of contaminants through the Service Connections.

It is the responsibility of the Consumer to have this Backflow Prevention device installed in accordance with requirements of the Authority by a Master Plumber, and to arrange for the inspection of same by a representative of the Authority upon installation.

For all residential and non-residential Consumers as determined by the Authority, it is the Consumer’s obligation to furnish and install, at his cost, an approved Backflow Preventer.

The Authority will decide what type of Backflow Preventer is needed, where it is to be placed in the Service Connection (either within the structure served or in a suitable outside structure), and on the deadline for compliance.

Failure, refusal, or inability on the part of the Consumer to comply with this section shall constitute grounds for discontinuing water service to the Premises.

8.3 Cross-Connections Prohibited

8.3.1 No Service Connection shall be installed or maintained to any Premises where actual or potential Cross-Connections to the Water System or Consumer's water system may exist unless such actual or potential Cross-Connections are abated or controlled to the satisfaction of the Authority.

8.3.2 No Service Connection shall be installed or maintained whereby water from an auxiliary water system may enter the Water System or a Consumer's water system unless such auxiliary water system and the method of connection and use of such supply have been approved by the Authority.

8.4 Survey and Investigations

8.4.1 The Consumer's Premises shall be open at all reasonable times to the Authority for the purposes of conducting surveys and investigations of water use practices within the Consumer's Premises to determine whether there are actual or potential Cross-Connections to the Consumer's water system, or for any other purposes deemed appropriate by the Authority.

8.4.2 The Authority shall determine the size and type of Backflow Preventer required based upon the above survey and investigation.

8.4.3 It shall be the responsibility of the Consumer to conduct periodic surveys on water use practices on his Premises to determine whether there are actual or potential Cross-Connections to his water system.

8.5 Where Protection Is Required

8.5.1 An approved Backflow Preventer shall be installed on each Service Connection to a Consumer's water system.

8.5.2 The approved Backflow Preventer shall be installed prior to the first branch line leading off each Service Connection to a Consumer's water system.

8.6 Type of Protection Required

8.6.1 The type of protection required by this Resolution shall depend on the Degree of Hazard which exists.

The following types of protection, as determined by the Authority, shall be required;

a) An approved Air Gap Separation shall be installed where the Water System may be contaminated with substances that are dangerous to the public health and could cause a severe Health Hazard.

b) An approved Air Gap Separation or an approved Reduced Pressure Zone Device shall be installed where the Water System may be contaminated with a substance that could cause a system or Health Hazard.

c) An approved Air Gap Separation or an approved Reduced Pressure Zone Device or an approved Double Check Valve Assembly shall be installed where the Water System may be polluted with substances that would be objectionable but not dangerous to health.

d) A Backflow Preventer or vacuum breaker shall be installed on any water outlet to which a hose could be connected, at the Consumer's cost and expense.

8.6.2 Backflow

Each fixture supply pipe shall be protected from Backflow by having all outlets from which Potable water flows spaced a sufficient distance above the flood level rim of the receptacle into which the water flows to provide a " minimum " air gap.

The fixture shall be equipped with an accessibly located Backflow Preventer installed beyond the manual control valve. Vacuum breakers on aspirators shall be at least twelve (12") inches above waste materials; in funeral homes eighteen (18") inches above top of table. The distance on the vacuum breaker on a bed pan sterilizer shall be twenty-four (24") inches above overflow rim of the fixture. A vacuum breaker shall be installed on all yard and wall hydrants.

On certain installations such as hospitals, clinics, plating shops, chemical plants, embalming establishments and multi-storied buildings, Backflow Preventors of a type approved by the Authority, shall be installed on the building side of the meter.

8.7 Backflow Prevention Devices

8.7.1 Any backflow prevention device required by this Resolution shall be a model or construction approved by the Authority and shall comply with the following:

a) Air Gap Separation to be approved by the Authority shall be at least twice the diameter of the supply pipe, measured vertically above the top rim on the vessel, but in no case less than one (1") inch.

b) A double check valve assembly or a reduced pressure zone backflow prevention device shall be approved by the Authority and shall be a device that has been manufactured in full conformance with standards established by the American Water Works Association, entitled:

AWWA C506 Standards for Reduced Pressure Principle and Double Check Valve Backflow Prevention Devices.

Said AWWA standards are herein adopted by the Authority. Final approval, however, of the "Reduced Pressure Principle Backflow Preventer" and the "Double Check Valve Assembly" shall be evidenced by a "Certificate of Full Approval" issued by an approved testing laboratory certifying full compliance with the said AWWA standards.

c) An interchangeable connection, to be approved by the Authority, shall be either a swing type connector or a four-way valve of the lubricated plug type that operates through a mechanism which unseats the plug, turns it ninety degrees and resets the

plug. Four-way valves shall not be used as stop valves but must have separate stop valves on each pipe connected to the valve. The telltale port on the four-way valve shall have no piping connected and the threads or flange on this port shall be destroyed so that a connection cannot be made.

8.7.2 Existing backflow prevention devices approved by the Authority at the time of installation and properly maintained shall, except for inspection and maintenance requirements, be excluded from the requirement of subsection 8.7.1 of this Resolution provided that the Authority is satisfied that said devices will satisfactorily protect the Water System. Whenever any such existing backflow prevention device needs to be moved from the present location or requires more than minimum maintenance or whenever the Authority finds that the maintenance of the device constitutes a hazard to health, the device shall be replaced by a backflow prevention device meeting the requirements of this Resolution.

8.8 Installation

8.8.1 Backflow prevention devices required by this Resolution shall be installed at a location and in a manner approved by the Authority and shall be installed by a person who is, in the opinion of the Authority, properly qualified to perform such installations.

8.8.2 Backflow prevention devices installed on the Service Connection to a Consumer's water system shall be located on the Consumer's side of the water meter, as close to the meter as is reasonably practical, and prior to any other connection. In the case of multi-family dwellings and multi-use buildings, such device shall be installed on each individual service to each dwelling unit and use.

8.8.3 Pits or vaults shall be of water tight construction approved by the Authority, be so located and constructed as to prevent flooding and shall be maintained by the Consumer free from standing water by means of either a sump pump or suitable drain. Such sump pump or drain shall not connect to a sanitary sewer nor permit flooding of the pit or vault by reverse flow from its point of discharge. An access ladder and adequate natural or artificial lighting shall be provided to permit maintenance, inspections and testing of the backflow prevention device.

8.9 Inspection and Maintenance of Non-Residential Device

8.9.1 It shall be the duty of the non-residential Consumer to have inspections, tests and overhaul made as directed by the Authority in accordance with the following schedule (or more often where inspections indicate a need) :

- a) Air Gap Separation shall be inspected at time of installation and at least every twelve (12) months thereafter.
- b) Double Check Valve Assemblies shall be inspected and tested for tightness at the time of installation and at least every twelve (12) months thereafter. They shall be dismantled, inspected internally, cleaned and repaired whenever needed and at least every thirty (30) months.
- c) Reduced pressure zone backflow prevention devices shall be inspected and tested for tightness at the time of installation and at least every twelve (12) months

thereafter. They shall be dismantled, inspected internally, cleaned and repaired whenever needed and at least every five (5) years.

d) Interchangeable Connections shall be inspected at the time of installation and at least every twelve months thereafter.

8.9.2 Inspections, tests, and overhaul of non-residential backflow prevention devices shall be made at the expense of the Consumer and shall be performed by the Authority or a person certified by the Authority to inspect, test and overhaul backflow prevention devices.

8.9.3 Whenever backflow prevention devices required by the regulations are found to be defective, they shall be repaired, or replaced at the expense of the Consumer without delay.

8.9.4 The Consumer must maintain a complete record of each backflow prevention device from purchase to retirement. This shall include a comprehensive listing that includes a record of all tests, inspections and repairs. Records of inspections, tests, repairs and overhaul should be submitted to the Authority.

8.9.5 Backflow prevention devices shall not be bypassed, made inoperative, removed or otherwise made ineffective without specific authorization by the Authority.

8.10 Inspection and Maintenance of Residential Devices

Inspections, tests and maintenance of residential backflow prevention devices shall be conducted by the Authority. The Consumer shall provide access to Authority personnel for this purpose.

8.11 Booster Pumps and Storage Tanks

8.11.1 Where a booster pump has been installed on the Service Connection to or within any Premises, such pump shall be equipped with a low pressure cut-off device designed to shut-off the booster pump when the pressure in the Service Connection on the suction side of the pump drops to ten (10) pounds per square inch gauge or less for a period of thirty (30) seconds or longer.

8.11.2 It shall be the duty of the Consumer to maintain the low pressure cut-off device in proper working order and to certify annually to the Authority that the device is in such condition.

8.12 Consumer's storage tanks supplied with Authority water shall be approved by the Authority, and shall be inspected periodically by the Authority to assure compliance with this Resolution and applicable regulations.

8.13 Color Coding

In building or industrial plants where multiple piping systems are used for water, extreme care shall be taken not to interconnect the systems. Where water from the Water System is used to service systems of lesser quality, such as fire protection, plumbing, fixtures, vats, tanks, boilers, sewer ejectors, pumps and numerous other hazardous items, the Potable water system must be separated or protected from such Cross-Connection by Air-Gap Separation, vacuum breakers, reduced pressure backflow preventers, or double check valves, as may be determined by the Authority.

Each outlet on the non-potable water line which may be inadvertently used for drinking water shall be posted “Danger Unsafe Water”. Other pipes shall be painted or banded in appropriate intervals and stenciled to identify their contents and direction of flow. The following system shall be used.

| | |
|-------------------|---|
| Potable Water | Green Color – Stenciled – “Potable Water” |
| Non Potable Water | Brown Color – Stenciled – “Non-Potable Water” |
| Fire Protection | Red Color – Stenciled – “Fire” |
| Chemical | Orange Color – Stenciled – “Chemical” |
| Gas | Black Color – Stenciled – “Gas” |

Colored plastic bands may be used instead of paint, I.E., Dymo tape with legends, so long as labels or bands are permanently fastened to pipes.

SECTION 9

WATER CONSERVATION

9.1 No water shall be provided for use to any structure of any kind which is hereafter constructed or remodeled, and in which plumbing, water piping or water fixtures are to be installed, extended or altered in any way, and for which construction a permit is required to be obtained from the applicable municipality unless the new, extended or altered plumbing, water piping and other water using fixtures therein conform to the requirements and standards of this Resolution.

The provisions of this Resolution shall apply to any such building, or structure for which a permit is issued on or after the effective date of this Resolution

9.2 The following specifications for fixtures in new or remodeled buildings or structures shall apply, unless more strict standards are promulgated by government agencies having jurisdiction (including the Borough of Honey Brook and Honey Brook Township) .

9.2.1 Water Closets Operated by Flush Tanks

The water consumption of water closets operated by flush tanks shall not exceed an average of 1.6 gallons per flush cycle over a range of test pressures from 20 to 80 psig. The fixture shall perform in accordance with the flushing test requirements cited in ANSI 112.19.2 Vitreous China Plumbing Fixtures standard.

9.2.2 Water Closets and Urinals Operated by Flushometers

a) The water consumption of water closets operated by flushometers shall not exceed an average of 1.6 gallons per flush cycle over a range of test pressures from 20 to 80 psig. The flushometer shall be adjusted according to the manufacturer’s specifications. The fixture shall perform in accordance the flushing test requirements cited in the ANSI 112.19.2 Vitreous China Plumbing Fixtures standard.

b) Urinal water consumption shall not exceed an average of 1 gallon per flush cycle over a range of test pressures from 20 to 80 psig or a maximum of 1.5 gallons per flush cycle at any one test pressure. The flushometer shall be adjusted according to the manufacturer's specifications. The fixture shall perform with the flushing test requirements cited in the ANSI 112.19.2 Vitreous Plumbing Fixtures standard.

9.2.3 Showerheads

Showerhead discharge rates shall not exceed 2.75 gallons of water per minute over a range of test pressures from 20 to 80 psig. The fixture shall perform in accordance with the test requirements cited in ANSI 112.18.1 Finished Rough Brass Plumbing Fixture Fitting standard.

9.2.4 Sink Faucets

a) Kitchen sink faucet discharge rates shall not exceed 2.75 gallons of water per minute over a range of test pressures from 20 to 80 psig. The fixture shall perform in accordance with the test requirements cited in the ANSI 112.18.1 Finished Rough Brass Plumbing Fixtures Fittings standard.

b) Residential lavatory sink faucet discharge rates shall not exceed 2.75 gallons of water per minute over a range of test pressures from 20 to 80 psig. The fixture shall perform in accordance with the test requirements cited in the ANSI 112.18.1 Finished Rough Brass Plumbing Fixture Fittings standard.

c) Non-residential lavatory faucets shall be either self-closing or metering faucets as described below:

- i. Self-closing faucets shall not exceed an average discharge rate of 0.5 gallon per minute between the pressures of 20 and 80 psig when tested in accordance with the discharge test procedure cited in ANSI A112.18.1, Finished and Rough Brass Plumbing Fixture Fittings.
- ii. Metering faucets shall be field adjustable and set so that the discharge quantity shall not exceed 0.5 gallons of water per cycle.

9.2.5 Blowout Toilets and Urinals

Replacement of blowout toilet and urinal fixtures with like type fixtures may be permitted by the Authority upon request where adequate justification of special need is provided.

9.2.6 Pressure Reducing Valve

Where the service water pressure to a structure is expected to exceed 80 psi, a water pressure reducing valve with strainer shall be installed downstream of the structure's main valve, so as to be accessible.

The valve shall provide for pressure adjustment within the range of 50 to 90 psi.

The valve shall conform to the requirements of product standard ASSE 1003.

Exemptions to this paragraph are service lines to sill valves, outside hydrants, and main supply risers to structures where pressure from mains does not exceed 80 psi at the fixture branches or at individual fixtures.

9.2.7 Alternative Devices

Any Person(s) may apply to the Authority for an exception to the specifications and requirements of this section 9, which exception may be granted in the discretion of the Authority, upon proof that some other device, system or procedure will save as much or more water as those set forth herein, or that those set forth herein cannot be complied with, without undue hardship.

SECTION 10

MISCELLANEOUS REGULATIONS

10.1 Supply of Water

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

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

10.2 Vacating the Premises

10.2.1 If the Premises is being permanently vacated by the Owner, and will remain unoccupied, pending conveyance of title to the Premises, the Owner may give the Authority notice of such vacancy, requesting that water service to the Premises be turned off. Until such notice is received by the Authority, the Owner will be responsible for water rent for the premises.

10.2.2 The Authority must be advised of any change in occupancy of property, and the Authority shall be at liberty to discontinue the water supply until new service applications have been made and approved.

10.3 Building Construction Water

Where an applicant desires to obtain water from the Water System during building construction, and where in the opinion of the Authority it is not convenient to install a suitable water meter, the applicant may be allowed to obtain water from a fire hydrant or at the curb stop, installed by the Authority, and pay a flat rate during the construction, as specified in the *Schedule of Water Rates and Charges* then in effect.

10.4 Turning Off Water

10.4.1 The Authority reserves the right at all times, after due notice to cut off the water for non-payment of water bills per the notice requirements of Section 3.4.6 hereof, or for

neglect or refusal to comply with the Rules and Regulations of the Authority per the notice requirements of Section 10.4.3, below, and to charge the applicable cut off charge in accordance with the *Schedule of Water Rates and Charges* then in effect.

10.4.2 Service to any Consumer may be discontinued for any of the following reasons:

- a) For violation of any Rules and Regulations of the Authority.
- b) For the use of any water for any other property or purpose than that described in the application.
- c) For waste of water through improper or imperfect pipes, fixtures or otherwise.
- d) For failure to maintain in good order, or repair when needed, House Connections or fixtures beyond the curb stop and owned by the Consumer.
- e) For tampering with or failure to protect adequately any service pipe, meter, curb stop or seal, or any appliance of the Authority.
- f) In case of vacancy of the Property.
- g) For misrepresentation in the application as to Property or fixtures to be supplied or the use to be made of the water supply.
- h) For neglecting to make payments of any charges against the Property.
- i) For refusal of access to Property for the purpose of inspecting meters or backflow preventers, or for reading, caring for, or removing meters, or for shut-off service.

10.4.3 Notice of Termination

Prior to discontinuance of water service for any of the reasons contained in Section 10.4.2, above, a written notice shall be delivered to the Consumer containing at a minimum the following provisions: (1) a statement of the reason that termination of service is intended; (2) the conduct that must occur to cure the violation causing discontinuance of service; (3) the period of time within which the cure must occur to prevent termination of service; (4) that the Consumer may request a hearing before the Board of the Authority and submit any evidence or documents disputing or contradicting the termination and thereafter be advised whether termination is still intended. The Authority shall advise the Consumer of such decision in writing not less than ten (10) days prior to the date of termination of water service.

10.5 Emergency Repairs

The Authority shall have the right to cut off the water without prior notice in case of breakdowns, or for other unfavorable causes, or for the purpose of making repairs, connections, etc. Reasonable notice will be given when practicable. In no case shall the Authority be liable to give adequate notice or for cutting off the water supply.

10.6 Waivers

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The Board of the Authority may waive any of the provisions contained in these Rules and Regulations provided that such waiver is deemed to be in the best interest of the Authority.

SECTION 11

ENFORCEMENT

Proper officers or representatives of the Authority are authorized 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 and other charges established and imposed hereby and otherwise to carry out provisions hereof.

SECTION 12

ADDITIONAL RULES AND REGULATIONS

12.1 The Authority reserves the right, in accordance with law, by appropriate resolution, from time to time to change or amend these Rules and Regulations or to adopt additional rules and regulations, including Schedules of rates and Charges and Connection Fees, as in the opinion of the Authority, may be desirable beneficial or necessary for or in connection with use and operation of the Water System and which shall govern and control the distribution and supply of water by the Authority to Consumers.

12.2 All such rules and regulations shall be construed in conjunction with provisions hereof and shall become effective upon the date fixed by the Authority upon adoption thereof.

SECTION 13

EFFECTIVE DATE AND APPLICABILITY

This Resolution shall become effective on _____, 2006

SECTION 14

CONSTRUCTION AND SERVERABILITY

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

SECTION 15

REPEALER

All Resolutions or part of Resolution expressly inconsistent herewith expressly are repealed.

Approved as a Resolution this ____ day of _____, 2006, by the Board of the Honey Brook Borough Authority, in lawful session duly assembled.

HONEY BROOK BOROUGH AUTHORITY
CHESTER COUNTY PENNSYLVANIA

By: _____
Chairman or Vice Chairman

Attest:

Secretary or Assistant Secretary

(SEAL)