

RULES AND REGULATIONS  
GOVERNING WATER AND SEWAGE SERVICE  
BEAVER BOROUGH MUNICIPAL AUTHORITY  
Beaver County, Pennsylvania

JUNE 1994  
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SECTION 1 – DEFINITIONS

1.1 Authority: The word “Authority”, whenever the same appears herein, means the Beaver Borough Municipal Authority.

1.2 Owner: The word “Owner”, whenever the same appears herein, means the person, firm, corporation, or association having an interest as owner, or person, firm, or corporation representing itself to be the owner, whether legal or equitable, sole or only partial, in any premises which is, or is about to be, serviced with water and sewage by the Authority, and the “Owners” means all so interested.

1.3 Tenant: The word “Tenant”, as used herein, is anyone occupying the premises under lease from a lessor and being serviced with water and sewage by the Authority.

1.4 Customer: The word “Customer”, as used herein, means the owner as above defined, contracting for or using water and sewage on a single premise, and the word “Customers” means all those contracting for and using service.

1.5 Premises: The word “Premises”, as used herein, shall be the property or area including improvements thereon, to which water and sewage service is or will be provided, as used herein shall be taken to designate:

- a. A building under one roof owned or leased by one customer and occupied as one residence of one place of business.
- b. A group or combination of buildings owned by one customer in one common enclosure, occupied by one family, or one corporation.
- c. The one side of a double house having a solid vertical partition wall.
- d. One side part of a house occupied by one family even though the closet and/or other fixtures be used in common.
- e. A building owned or leased by one customer having a number of apartments, offices, or lofts which are rented to tenants, and using in common one hall and one or more means of entrance.
- f. A public building devoted entirely to public use, such as a town hall, school house, fire engine house.
- g. Each dwelling unit in a row of houses, a dwelling unit being defined as a building or portion thereof with exclusive culinary and sanitary facilities designed for occupancy and use by one person or one family (household).
- h. Each individual and separate place of business and/or occupancy located in one building or group of buildings commonly designated as shopping centers, super market areas, and by such other terms.
- i. Each individual apartment building located in a group of apartment buildings, even though such buildings are inter-connected by a tunnel, passageway, covered areaway, or patio, or by some similar means or structures.
- j. Each dwelling unit in a public housing development owned and operated by the United States of America, a municipal sub-division of the Commonwealth of Pennsylvania, a philanthropic foundation or organization, or some such similar body or organization; or operated under private ownership.

1.6 Date of Presentation: The date upon which a bill of notice is mailed as evidenced by the United States Post Office mark.

1.7 Domestic Service: Provision of water and/or sewage for household residential purposes.

1.8 Commercial Service: Provision of water and /or sewage to premises where the customer is engaged in trade and/or commerce.

1.9 Industrial Service: Provision of water and /or sewage to premises for use in manufacturing or processing activities.

1.10 Municipal or Public Service: Provision of water and /or sewage to a municipal subdivision or the Commonwealth of Pennsylvania or agency thereof, or to other similar public bodies.

1.11 Private Fire Protection Service: Provision of water to premises exclusively for fire protection.

1.12 Public Fire Protection Service: The furnishing of water service through public fire hydrants.

1.13 Temporary Service: A service for various uses, that because of their nature will not be used steadily or permanently.

1.14 Flat Rate Service: Provision of water and/or sewage to premises in unmeasured quantities.

1.15 Meter Rate Service: Provision of water and /or sewage to premises in measured quantities.

1.16 Mains: Distribution pipe lines which are located in streets, highways, public ways, or private right-of-ways, and which are used to serve the general public.

1.17 Tariff or Rate Schedule: The entire body of effective rates, charges, and regulations, as published and made a part thereof.

1.18 Tariff or Rate Schedule Sheet: An individual sheet of rate schedules and regulations.

1.19 Service Line Connection: The pipe, valves, and other facilities by means of which the Authority conducts water from its distribution mains and receives sewage into its main sanitary collection lines.

## SECTION 2 – CONDITIONS OF SERVICE

2.1 General: The Municipal Authority will furnish water and/or sewage service only in accordance with the currently prevailing, and as hereafter revised, rates, rules, and regulations of the Authority; which rates, rules, and regulations are made a part of every application, contract, agreement, or license entered into between the property owner and the Authority.

The Authority hereby reserves the right, so often as it may deem necessary to alter, amend, and/or repeal these rates, rules, and regulations or any part; and in whole or in part, to substitute new rates, rules and regulations which altered, amended, and/or new rates, rules, and regulations shall forthwith, without notice, become and thereafter be a part of every such contract or agreement.

The provisions of Chapters 18 and 26 of the Beaver Borough Code of Ordinances are

adopted by the Authority as part of the regulations governing the use of sanitary and water systems.

No persons shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water, or unpolluted water to any sanitary sewer.

The Authority reserves the right to prohibit connections to the system, or to enforce discontinuance of the use of the sewerage system of deleterious wastes, or to require pretreatment of such wastes in order to prevent damage to or adverse effect upon the system. The design, construction, and operation of such pretreatment facilities shall be subject to approval by the Authority.

### SECTION 3 – APPLICATION FOR SERVICE AND/OR CONTRACT

3.1 Application for Water and Sewage Service Connection and Service: A written application prepared on the form furnished by the Authority for the purpose of requesting approval of or the installation of a water service line and/or sewage connection to each premises, said application to be signed by the owner of the premises or his duly authorized agent, said application to be subject to such fees as are hereinafter set forth, which application, together with the Rules and Regulation of the Authority, shall regulate and control the service of water and/or sewage to such premises; and said application to be submitted at least one (1) month before the service line is required.

3.2 Approval of Application: Applications are merely written requests for service line connections and service, all applications being subject to approval of the Authority prior to commencement of the work or service requested therein.

3.3 Contracts with Delinquents: No agreement will be entered into by the Authority with any applicant for water and/or service until all arrearages for water and sewage rents, bills for meter repairs, and other charges, due by applicant at any premises now or theretofore owned or occupied by him shall have been paid.

3.4 Notification upon Change in Ownership: Notification must be submitted to the Authority upon any change in ownership of the property.

3.5 Renewal of Service: Water and/or sewage service will be renewed when the conditions under which such service was discontinued are corrected, and upon the payment of all charges provided in the schedule of rates or rules of the Authority due from the applicant.

3.6 Conditions of Plumbing System: The piping and fixtures on the property of the customer are assumed to be in satisfactory condition at the time service facilities are connected; therefore, the Authority will not be liable in any case for any accidents, breaks, leakage, freezing of piping and fixtures of the customer, nor for any damage to the property which may result from the usage or non-usage of water or sewage supplied to the premises.

3.7 Inspection: The Authority shall be notified when the installation is completed and prior to backfilling, so that a representative of the Authority can inspect both workmanship and materials.

Water and/or sewage will not be supplied through the service line extension or any related part thereof or through any service or supply line or sewer line which has not been inspected in the open trench and approved by the Authority. This regulation applies to both original installation and repairs.

3.8 Maintenance Service Line Connection and Service Line Extension: All service line connections and extensions, service lines, valves, meters, fixtures, etc., installed by the customer shall be maintained by him in satisfactory condition, and any facilities furnished

and owned by the Authority and on the property of the customer shall be protected properly and cared for by said customer. When repairs, renewals, replacements, or other necessary work are required on the aforesaid facilities of the customer, the customer shall employ without delay, competent tradesmen to do the work, all said work to be done at the expense of the customer. All leaks in the service or any pipe or fixture in or upon the premises supplied must be repaired immediately by the owner or occupant of the premises, under penalty of discontinuance of service by the Authority.

3.9 Prior to laying of new cement sidewalks, making changes in grade, or other changes in sidewalk construction, the customer shall notify the Authority in order to protect the curb box. If such notice is not given and the box or boxes are covered or cemented over, thereby necessitating additional expense to the Authority for finding same, the customer shall be billed for such additional expense and the Authority will, under no circumstances, be responsible for damages to the sidewalk.

In cases where services are frozen, the thawing out of the service pipe from the curb shall be done by the customer at his own expense.

The Authority shall, in no event, be responsible for maintaining any portion of the service lines or service facilities, or for damage done by water escaping therefrom, or for lines or fixtures on owner's property, and owner shall at all times comply with municipal regulations with reference thereto and make changes therein required on account of change of grade, relocations of main, or otherwise.

3.10 One Service Connection for Each Property: A service line will be used to supply a single customer only, and no premise shall have more than one service connection except where impossible or impracticable to furnish an adequate water supply or sewage service thereto through one service connection, in which event the Authority may agree to the installation and use of more than one connection.

3.11 Other Service Pipe Extension Requirements: The Authority reserves the right to require any owner to install on or in conjuncture with his service pipe, such valves, stop cocks, check valves, relief valves, pressure regulator, air chamber tank, float valve, or other apparatus of approved design, when and where, in its opinion, the conditions may require it for the safeguarding and protection of the Authority's property or the water supply or sewage system.

3.12 Change in Location of Service Line Connection: The customer shall pay for the cost of relocation of all service line connections made at his request or for his convenience. This includes from the residence to the street main.

3.13 Renewal of Service Line: There renewal of service line form the street main to the curb is found to be necessary, the customer will renew said service at his expense.

3.14 Use of Curb Stops: Curb stops at the curb line may be used by the customer for turning on or shutting off the water supply. The control of the water supply by the customer should be by means of a separate stop cock located, in general, just inside the building wall. Curb stop shut off keys can be borrowed from the Municipal Building at no charge.

## SECTION 4 – METERS

4.1 Purchased and Installed by Customer: All meters, unless otherwise indicated, shall be purchased from the Authority by the customer and shall be installed by the customer at his cost.

A meter will be required for each premises and for each separate service line supplying a premises.

4.2 Size of Meter: The Authority reserves the right in all cases to stipulate the size and type of the meter to be installed on each service line and to require the installation of a larger size meter in any case where the peak use of water places any meter under undue or unusual strain, and/or exceeds the recommended meter capacity.

The minimum size of a meter installed shall be the same size as the service line, except on a three quarter (3/4) inch line serving a domestic customer, the privilege of using a five eighth (5/8) inch meter may be allowed by the Authority.

4.3 Location: The location of the meter shall be subject to the approval of the Authority, shall be at a convenient and accessible point, shall permit control of the entire supply and shall allow proper protection of the meter from freezing or other harm. Owner will pay for expense if negligence is determined.

No fixture shall be attached to or any branch made in the service pipe between the meter and the street main.

4.4 Installation of Meter and Remote Readout: All meters, remote readouts, piping, fittings, valves, check valves, gauges, bolts, nuts, or other accessories or materials, and the labor for installing the same, used in connection with meter settings within the property line of the premises, shall be at the expense of the applicant. The customer shall employ for this work the services of a skilled tradesman, qualified and approved by the Authority. The piping shall be installed so that when the meter is installed it shall be level, rigidly supported, and shall not be placed under any strain. No red or white lead shall be used in the connection of the meter or fittings on the service side of the meter.

4.5 Maintenance, Care, and Responsibility for Damage: The meter is the property of the Authority and under no circumstances shall it be removed, adjusted, or tampered with by any person other than an authorized employee of the Authority.

The cost of maintenance and repairs to all meters shall be borne by the Authority. In the event of injury or non-working of the meter, the customer shall promptly notify the Authority.

4.6 Meter Tests: All meters are accurately tested before installation and thereafter are periodically tested. Should any customer of the Authority, at any time, doubt the accuracy or correctness of the meter measuring water delivered to the customer's premises, the Authority will, upon written request of the customer, make a test of the accuracy of the meter.

If a property owner requests that his meter be tested because he feels the meter is faulty, if the meter is found faulty the Authority will absorb the test cost; however, if the meter is found to be accurate the property owner will pay the test cost at the prevailing rate.

The Authority reserves the right to remove and test any meter at any time at its own expense, and if such meter is found to be inaccurate, to substitute another meter of the same size in its place, either permanently or temporarily.

4.7 Change in Location of Meters: The customer shall pay for the cost of relocation of all meters made at his request or for his convenience.

4.8 Seals: No seals placed by the Authority for the protection of any meter, valve, fitting, or other water connection shall be tampered with or defaced. It shall not be broken except upon authorization from the Authority, or in the presence of an Authority inspector.

Where the seal is broken, the Authority reserves the right to remove the meter for tests at the expense of the customer, even though said meter registers accurately.

4.9 Leaks: Customers are urged to give careful attention to their plumbing fixtures and make immediate correction of all leaks. No allowance will be made by the Authority for water used, lost, stolen, or otherwise wasted through leaks, carelessness, neglect, or otherwise after the same has passed through the water meter.

4.10 Reading and Registration of Meters: Readings of meters shall be taken monthly of quarterly, at the option of the Authority, and the quantity recorded by the meter shall be taken to be the amount of water passing through the meter, which amount will be conclusive on both the customer and the Authority, except when the meter has been found to be registering inaccurately, or has ceased to register.

In such cases, the quantity may be determined by the average registration of another meter for a period of at least twenty (20) days, or of the same meter for a period of at least twenty (20) days after it has been repaired, tested, and reset; or the quantity consumed during a previous corresponding period may be used as a basis for settlement. If none of these methods can be applied fairly, another method may be used that will be just and reasonable to the Authority and to the customer.

4.11 Notification Relative to Condition of Meter: The customer shall notify the Authority of damage to, or of the non-working of the meter, or of the breaking of the seal or seal wire, as soon as he is cognizant of such a condition.

## SECTION 5 – SERVICE

### 5.1 Discontinuance of Service:

a. By customer: Any customer may terminate his service contract with the Authority by reason of moving permanently away from the premises, and having his water service discontinued upon giving written notice thereof to the Authority, and upon the lapse of a reasonable time thereafter to permit the Authority to take final meter readings and attend to other details in connection with such discontinuance of service. The customer shall remain liable for water furnished to the premises described in his application until the Authority has received written notice from him and the termination of service has taken effect as stated above.

Where a customer temporarily suspends service, either for the purpose of using another source of water or for any other reasons, water shall not again be furnished to such a person until the minimum meter charge has been paid for the period of non-use, provided such period charged shall not exceed four quarters or one year. This charge shall be in addition to any other charges due from the customer.

Discontinuance of service by the Authority for non-payment of a bill or violation of these rules shall not cancel the application for service nor constitute a waiver of this rule.

b. By Authority: Service under application may be discontinued for any of the following reasons:

- (1) For misrepresentation in the application.
- (2) For the use of water for or in connection with, or for the benefit of, any other premises or purpose than those described in the application.
- (3) For willful waste of water through improper or imperfect pipes, fixtures, or otherwise.
- (4) For failure to maintain in good order, the service lines and fixtures owned by the applicant or leased by him.
- (5) For molesting or in any other way interfering with any service pipe, meter, meter box, curb stop, curb box, or with any seal on any meter or other fixtures and appliances of the Authority.
- (6) In case of continued vacancy of the premises.
- (7) For refusal of reasonable access to the premises for purposes of inspecting the pipes, fixtures, and other water system appliances therein, or for installing, reading, caring for, repairing, or removing meters.
- (8) For neglecting or refusing to make or renew advance payments where required or for non-payment of water service, or for any other charge accruing under the application.

(9) Where the contract has been in any way terminated by the customer.

(10) For making or refusing to sever, upon notice, any cross-connection between a pipe or fixture carrying water furnished by the Authority and a pipe or fixture carrying water from any other source.

(11) For resale of water except where subject to a special agreement.

(12) For premises where the demand for water is greatly in excess of past average or seasonal use, or where such excessive demands for water by the premises are or may be detrimental or injurious to, or make inadequate, or in any way impair water service furnished to other customers.

(13) For premises where apparatus, appliances, or equipment using water is dangerous, unsafe, and not in conformity with any laws or ordinances.

(14) For fraud or abuse.

(15) For violation of these Rules and Regulations or other requirements governing the supply of water furnished by the Authority.

5.2 Renewal of Service After Discontinuance: Service may be renewed under a proper application when the conditions under which such service was discontinued are corrected, and upon the payment of all proper charges or amounts provided in the schedule of rates or rules of the Authority due from the applicant.

5.3 Turn off Without Authorization: The customer shall not turn the water on or off at any corporation stop or curb stop, or disconnect or remove the meter, or permit its disconnection or removal without the consent of the Authority.

5.4 Suspension of Service Due to Emergency: The Authority shall have the right, as necessity may arise in case of breakdown, emergency, or for any other unavoidable cause, to cut off the water supply temporarily in order to make necessary repairs, connections, and to do such other work. The Authority will use all reasonable and practical measures to notify the customer of such discontinuance of service. In such cases, the Authority shall not be liable for any damage or inconvenience suffered by the customer or any claim.

5.5 Termination of Water Service:

a. Termination of water service shall be regulated by those Rules and Regulations.

b. In the event of non-payment of a bill for 30 days after payment is due, or the occurrence of any event set forth in Section 5.1.b, a Delinquency Notice, substantially in the form at Appendix A hereto, shall be mailed to the customer (and any other appropriate parties), specifying such violation of the Rules and Regulations as has occurred, and informing the customer that, unless the customer (or other appropriate party) remedies the violation within ten (10) days, water service termination procedures shall thereafter be initiated.

5.6 Termination of Water Service to Owner-Occupants:

a. Where the customer is an owner-occupant to whom has been mailed the Delinquency Notice and who has failed to remedy the violation, a Water Service Shut-Off Notice, substantially in the form at Appendix B hereto, shall be served upon the customer, which notice shall specify such violation of these Rules and Regulations as has occurred, shall specify the scheduled date for termination of service, and shall inform the customer that termination can be avoided by remedying the violation or by scheduling an Administrative Hearing at which the customer proves the absence of any violation.

b. The scheduled date for termination of service shall be twenty (20) days from the date the Water Service Shut-Off Notice is served.

5.7 Termination of Water Service to Rental Properties:

a. When the landlord voluntarily requests termination of service, service shall not be

terminated until:

(1) All tenants have vacated the premises or have consented in writing to a termination of service.

(2) The landlord completes and executes a Landlord's Request For Water Service Shut-Off, substantially in the form at Appendix C hereto.

b. When the violation of these Rules and Regulation is the landlord's non-payment of any bill due by the landlord to the Authority, water service shall not be terminated until the Authority complies with the Utility Service Tenants Rights Act, 68 P.S. Paragraph 399.1 et seq., as now or hereafter amended, and with any other State or Federal statute, now or hereafter adopted and amended. In complying with the Utility Service Tenants Rights Act, the Authority shall serve upon the landlord, tenant, and any required community agencies the notices, substantially in the form at Appendices D, E, F, and G, in the manner and to the extent required by said Act.

c. When the violation of these Rules and Regulations is the landlord's violation of any rule or regulation other than non-payment of any bill, water service shall be terminated only after the Authority serves upon the tenant the notice contemplated by Section 5.5.b. and affords the tenant a right to an Administrative Hearing.

#### 5.8 Administrative Hearing Prior to Termination of Water Service:

a. Whenever under these Rules and Regulations or under the Local Agency Law, 2 PA C.S.A. Paragraph 105 et seq., an Administrative Hearing is required to be offered a customer (or other appropriate party), and is, in fact, conducted, the hearing shall be:

(1) held at the Municipal Building, 469 Third Street, Beaver, Pennsylvania, during the hours of 9:00 a.m. to 4:30 p.m., week days;

(2) conducted by a Hearing Officer appointed by the Authority;

(3) governed by the Local Agency Law, 2 PA C.S.A. Paragraph 105 et seq.,

if applicable.

b. The Hearing Officer shall have authority to receive evidence, permit examination and cross-examination of witnesses, and to render a decision on all issues presented. The Hearing Officer may also cause an inspection of the premises and/or a meter testing to be made whenever pertinent. In cases involving delinquent bills, the sole issue shall be the customer's liability and the amount of said liability.

c. The Hearing Officer shall render a written decision as expeditiously as possible and shall cause same to be served upon the customer (or other appropriate party) at least thirty (30) days prior to any termination of service. The Hearing Officer's decision shall be substantially in the form at Appendix H hereto.

d. Water service will not be terminated for at least thirty (30) days following service of the Hearing Officer's decision upon the customer (or other appropriate party).

e. All costs associated with the Administrative Hearing, including compensation of the Hearing Officer and the stenographer, as well as a transcript of the proceeding if required, shall be shared equally between the Appellant and the Authority. The Appellant shall pay the sum of Three Hundred Fifty (\$350.00) Dollars in advance toward these costs within Thirty (30) days of requesting an Administrative Hearing. Failure to do so will result in a deemed denial of the appeal.

#### 5.9 Service of Notices Upon Parties in Water Service Terminations:

a. Service of any notices required by the Utility Service Tenants Rights Act shall be in the time and by the manner prescribed by said Act.

b. Service of the Delinquency Notice shall be by regular mail to the customer's address as shown on Authority records.

c. Service of the Water Service Shut-Off Notice and the Hearing Officer's decision shall be by:

(1) hand-delivery to the customer, if possible;

(2) if hand-delivery has been unsuccessfully attempted, then by regular mail

and, in addition, by hand-delivery to an adult person at the premises where water service is to be terminated, or by posting on said premises in a conspicuous place.

d. The effective date of service of any notice shall be the date of dispatch of by mail, and the date of delivery or posting in all other cases. Where notice is given by two (2) methods under section 5.9.c.(2), the effective date of service shall be the date of service by regular mail.

#### 5.10 Termination of Water Service at Request of Municipal Authority:

a. Pursuant to the Act of April 14, 1949, P.L. 482, 53 P.S. Section 2261 et seq., as now or hereafter amended, whenever an owner or occupant of premises served by the Authority has failed to pay for sewage service for a period of thirty (30) days from the due date thereof, the Authority shall terminate water service after the tenth day following the mailing or posting of notice of intention to shut off water, followed by the mailing and posting substantially in the form at Appendix I hereto.

b. Service shall not be terminated for any sewage bill delinquency except when the obligor on such bill is the current occupant or when the premises are vacant.

c. If during the period specified in the Sewage Bill Delinquency Notice, the obligor shall deliver to the Authority a written statement, under oath or affirmation, that the obligor has a just defense to all or part of the sewage bill, water service shall not be terminated unless and until the obligor's defense has been adjudicated in a judicial proceeding. Any such written statement shall also contain under oath or affirmation that it was not executed for purpose of delay.

d. If water service is terminated pursuant to this Section, it shall not be reconnected until all sewage bill delinquencies, interest, and penalties are paid in full.

## SECTION 6 – PUBLIC FIRE SERVICE

6.1 Hydrant Location: Upon written instructions from the duly authorized officials of any municipality served water through a system owned by the Authority, the Authority at its own cost and expense will install a standard fire hydrant or plug on the public highway, at line and grade to be given by the proper representative of the municipality, provided that the size of the existing street main and surrounding distribution system and the available pressure on said street main is, in the judgment of the Authority, sufficient to enable the giving of proper service at the fire hydrant or plug under normal and ordinary conditions.

6.2 Maintenance: All fire hydrants will be maintained by the Authority at its own cost and expense, provided that any expense for repairs caused by carelessness or negligence of the employees of the particular municipality or the members of the fire department thereof, shall be paid for by the municipality.

6.3 Allowable Use: Only persons authorized by the Authority shall take water from any public fire hydrant.

6.4 Change of Location: Whenever a property owner desires a change in the location of any fire hydrant, upon written request to do so and approval by the Authority, the Authority will make such change at the expense of the property owner.

6.5 Inspection: Upon request of the duly authorized officials of any municipality, the Authority will make inspections at convenient times and at reasonable intervals to determine the condition of fire hydrants, such inspections to be made by a representative of the Authority and a duly authorized representative of the municipality.

## SECTION 7 – PRIVATE FIRE SERVICE

7.1 Application for Private Fire Protection Service: A written request must be submitted to the Authority for the purpose of requesting a special fire connection for private fire protection service, and request to be signed by the owner of the premises or his duly authorized agent, said request to be subject to such fees and terms and conditions as are hereinafter set forth and included therein, and to the execution of a contract of requested, which application, together with the Rules and Regulations of the Authority shall regulate and control the furnishing of such services to such a premises. The request shall be accompanied by accurate plans showing the proposed fire protection system and appurtenances which may exist on the premises.

7.2 Information of Request: Each applicant for a special connection to be used for private fire protection will be required to furnish the following data to be included thereon and/or attached thereto:

- a. The date and place of the request.
- b. The name of the owner and tenant of the premises.
- c. The location of the premises to be served, including the name of the street, lot number, municipal sub-division, and the general location.
- d. The date on which the applicant will be ready for service.
- e. Whether the premises has ever before or is now being furnished water service or has ever before been given a special connection by the Authority.
- f. The number, type and location of the fixtures, sprinklers, devices, fire hydrants, and other openings that will be attached to the service line extending into and through the premises.
- g. The purpose for which service will be used and whether such service will be temporary.
- h. The size of the service.
- i. The address to which bills are to be mailed or delivered.
- j. Whether the applicant is an owner or tenant of, or agent for, the premises.
- k. An agreement to abide by all Rules and Regulations of the Authority.
- l. Such other information as the Authority may reasonably request.

7.3 Approval of Request: The Authority will make an engineering study of each proposed installation to determine whether such a connection is reasonable and practical, and whether such a connection will, in any way, endanger the general water service in the vicinity; the Authority reserving the right to refuse approval of a request relative thereto. The Authority further reserves the right to make an approval subject to the installation of adequate storage facilities and related appurtenances on the premises thereof, if found necessary in order to permit maintenance of adequate water service to other customers.

7.4 Terms and Conditions: The approval of a request and furnishing of private fire protection service will be subject to the execution of a contract between the responsible parties and the Authority, containing the following terms and conditions and containing such other terms and conditions as are found necessary:

- a. That the Authority, by its representatives, shall have the right to enter the premises of the applicant at any reasonable time for the purpose of making such inspections as it may deem necessary, and it shall have the right to attach any testing device or use any means which it may elect to ascertain the condition of the pipe and appurtenances and uses made of same.
- b. That all fixtures and openings shall be kept closed and sealed and not opened or used except during times of fire. Upon the extinguishments of each fire, the applicant shall immediately notify the Authority.
- c. That the applicant agrees the Authority shall not be considered in any manner an insurer of property or persons or to have undertaken to extinguish fire, or to protect any persons or property against loss or damage by fire or otherwise.
- d. That the applicant does not contemplate uses of fixtures other than herein stated.

If a supply of water for use other than extinguishments of fire is desired by the applicant, then same shall be taken only through a service pipe separately connected with the street main of the Authority and not connected directly or indirectly with the service contemplated by this application. Any waste of water or use of water for purposes other than the extinguishments of fire through this connection, shall be deemed a violation of the terms and conditions of this application and the Rules and Regulations of the Authority.

e. That the applicant shall furnish, attach, and make a part hereof an accurate sketch showing the pipes, valves, hydrants, tank openings, and appurtenances contemplated in this application. Such sketch must also show any other water supply system and pipe lines and appurtenances which may exist on the premises.

f. That the rights and obligations of the applicant hereunder shall be further subject at all times to the rates, Rules and Regulations of the Authority that now exist or which may hereafter be adopted.

g. That the applicant agrees to obtain in advance, the approval of the Authority for any change, alteration, addition, or deduction contemplated in the fixtures, openings, and uses herein specified.

h. That the acceptance by the Authority and the completion of the service connection herein contemplated, the application shall be in force as a contract and shall continue as such until cancelled by written notice fifteen (15) days in advance given by the applicant to the Authority.

i. That the Authority has the right to discontinue or disconnect said service pipe and terminate the application upon written notice given fifteen (15) days in advance by the Authority to the applicant for failure to pay any bill when due or for violation of any of the terms and conditions of this application, or for any violation of its rules, and in emergencies also has the right without notice to shut off all or any part of its facilities and discontinue the service when deemed necessary by the Authority for the purpose of making any repairs, alterations, additions, or to prevent possible contamination through cross-connected facilities of the applicant or to prevent negligent or willful waste of water through the facilities of the applicant.

7.5 Meter Requirements – Fire Service Connections: Meters will not be installed on connections providing service for fire protection, such connections to be used exclusively for fire service. The fire service shall be subject to the flat rates for fire service. If the customer is found in violation of the Rules and Regulations controlling such service, the Authority exercises the right to discontinue such service or at its option to install a fire meter and small by-pass meter, the cost of such meter, all piping, valves, fittings and appurtenances relative thereto, and the structure for housing the meter, to be paid for by the customer. The size of the meter not to exceed the diameter of the main supplying the service, shall be stipulated by the customer.

7.6 Responsibility for Service: It is agreed by the parties receiving public fire service, private fire service or any other service, that the Authority does not assume any liability as insurer of property or person and that the Authority does not guarantee any special service, pressure, capacity, or facility other than is permitted by the ordinary and changing operating conditions of the Authority, as the same exists from day to day. It is agreed by the parties receiving service, that the Authority shall be free and exempt from any and all claims for injury to any persons or property by reason of fire, water, failure to supply water pressure or capacity.

## SECTION 8 – BILLS AND PAYMENT

8.1 Meters shall be installed, at the cost of the owner or owners of the property benefited by water service, for each residential, mercantile, and commercial property in the area of service of the Authority, and each meter shall be read quarterly, during the year, or at

such other period as the Authority may hereafter fix.

As soon after the meter reading as is practicable, and continuing in the regular intervals, after reading, hereafter, a bill shall be prepared and sent to the owner or owners of each property, calculated upon the volume of water furnished at the current rates for the water service and the sewer service for the property benefited.

All bills are payable, in the amount shown, on the billing dates as set out on the bill.

8.2 Bills for service which are not paid on or before the expiration of period of one month following the billing date, shall become delinquent, and penalty of 10% shall be added thereto and made payable therewith.

8.3 All bills may be payable at the Authority Office, Beaver Municipal Building, or at designated locations.

8.4 If service is discontinued during the period of ownership of the delinquent owner/owners, service will not be restored unless payment in full has been made of the delinquent bill of a Municipal Lien has been filed at the direction of the Authority, or a suit in assumpsit has been filed and reduced to judgment against the owner/owners of the property benefited at the direction of the Authority.

If the property has been sold or is in the process of sale, service may be restored only on payment of the delinquency.

## SECTION 9 – GENERAL

9.1 Inspection: Authorized employees of the Authority, identified by the proper badges, shall have access to the customer's premises at all reasonable hours, for the purpose of turning the water on or off; inspection, repair, and/or replacement of service lines and service line extensions; inspections, setting, reading, repairing, and removing of meter; and for all such justifiable purposes.

The Authority shall have the power to make such excavation as required for proper execution of the work.

9.2 Turn on Charge: Where there is no unpaid bill, water will be turned off and on by the customer with the Authority's permission without charge for customers who wish to discontinue or renew service. A turn-on charge at the prevailing rate shall be paid when water has been turned off because of an unpaid bill or violation of the terms of the application or rules of the Authority. When any damage is sustained to the service line as a result of a turn-off or turn-on, whether by the customer or the Authority, it shall be the responsibility of the customer to promptly repair said damage at the customer's expense.

9.3 Interference with the Authority's Property: No workman, owner or tenant, or other unauthorized person shall disconnect or remove the meter, or otherwise interfere with the Authority's property.

9.4 Only Rules Binding: No agent or employee of the Authority shall have authority to bind it by any promise, agreement, or representation not provided for in these rules, without the approval of the Board of the Authority.

9.5 Service of Notices: All notices and bills relating to the Authority or its business shall be deemed to have been properly served if left upon the premises of the customers, or if mailed to the customer, directed to, or left at his address as shown on the records of the Authority.

The Authority will send all such notices and bills to the address given on the application for water supply until a notice of change, in writing, has been filed with the Authority by the applicant.

All notices of a general character, effecting or likely to effect a large number of

customers, shall be deemed to have been properly given or served of advertised at least once in the newspaper designed by the Authority.

9.6 Complaints: Complaints relative to the character of the service furnished, or the reading of meters, or of bills rendered must be made to the office of the Authority.

9.7 Service Not Guaranteed: Nothing in these rules, nor any contract, nor representation, verbal or written, of the Authority or any of its employees, shall be taken or construed in any manner to be or constitute a guarantee to furnish a proper quantity of water through a service connection, whether for domestic, commercial, industrial, manufacturing or other general uses, or for public or private fire protection purposes, or for any other special purposes, but the Authority will, at all times and under all conditions, endeavor to maintain the efficiency of its services.

9.8 Restriction of Supply: The Authority reserves the right to restrict the supply of water in case of scarcity or whenever the public welfare may require it, and to reserve a sufficient supply of water at all times in its reservoirs to provide for fire and other emergencies.

9.9 Ground Wire Attachments: All customers are forbidden to attach any ground wire or wires to any plumbing which is or may be connected to a service connection or main belonging to the utility, and the utility will hold the customer liable for any damage to its property occasioned by such ground-wire attachments.

## SECTION 10 – PROCEDURE FOR WATER SERVICE LINE

10.1 All water lines now existing, or to be repaired, replaced or newly constructed, leading from the water main trunk lines of this Authority, into and on the property served by said water line (to be known as the property owner service line and hereinafter referred to as service line(s)) shall be owned by, constructed by, operated and maintained by the owner(s) of the property.

10.2 In all cases where new service lines are to be installed or existing service lines replaced, said service lines shall be constructed and installed by the property owner(s) or by the property owner's contractor or agent at the expense of said property owner(s) or agent or contractor as the case may be, and said installation shall be subject to the following conditions:

a. The service line extending from the water main shall be Type K, soft copper, American made, or a plastic line rated for a minimum 250 psi.

b. The Beaver Borough Municipal Authority (BBMA) shall be given by the property owner(s) or their contractor or agent at least 24 hours' notice prior to the time of the proposed tapping or connecting to the water main. The tap or connection at the water main will be made by BBMA at the expense of the customer. The corporation stop, and the ground key stop, or curb shutoff, will be supplied by BBMA at the expense of the customer.

c. Private Fire Protection Service – Sprinkler Systems: Yearly charges at the prevailing rates will be made for each of the various service line sizes.

d. Irrigation Systems – Outside Sprinkler Systems and Hose Bibs: Property owners shall be permitted separate billing, for water use only, for outside sprinkler systems and hose bibs. The service line shall be intercepted with a tee which would feed the line to the irrigation system or hose bib, using a meter pit with separate meter, electronic readout, backflow prevention device, and cover. The Authority may adjust this requirement depending upon the installation. All installations require Authority instruction, inspection, and approval. The property owner will be billed at the prevailing rates for each separate meter.

e. The property owner(s) or the property owner's contractor, at their own expense, must perform all work involving excavation for said service line, laying of said line and back filling of the same, and must replace any portion of a public street involved in the operation in the manner set forth herein in Section 10.3 and in accordance with any other Borough of Beaver requirement to obtain a public street and alley opening permit.

f. Unless written permission is obtained from the BBMA, separate connections, tapping fees, and inspection fees will be required for each individually occupied building, whether constructed as a detached unit or as one of a pair or row, but a single connection will be permitted to serve a permanent multiple unit structure where individual apartments or units may not be subject to separate ownership.

g. If a leak develops in the line between the water main and the curb service box, repairs are permitted to be made on soft copper pipe or plastic pipe rated at a minimum of 250 psi, only. No lead, galvanized, steel, or other types of plastic pipe are permitted to be repaired, instead those types of lines must be replaced between the water main and the curb service box. The only type of pipe that can be installed is that which is approved by BBMA. BBMA may assist the property owner in the repair or replacement of the line from the water main line to the curb box only to the extent that it is or may be necessary to protect the integrity of the BBMA water system or public streets. Any such repairs or replacement undertaken by the BBMA will be charged to the customer property owner on a time and materials basis utilizing the authority's BBMA's labor cost and material expenses. In the event BBMA needs to hire a private contractor to perform the aforesaid work, the labor and materials expenses for same would be charged to the property owner.

The purpose of revising this subsection g regarding water service line breaks in public streets from the main water line to the curb box, is to protect the integrity of the public water system from contamination or unsustainable water loss, and the public street from actual or possible collapse. The intent of the revision does not change the fact that ownership of the service line from the main water line to the curb box remains with the property owner. Rather it permits the BBMA, and the Borough of Beaver, greater roles in protecting their respective facilities' interests.

The BBMA will assess each situation, whether it constitutes an emergency or not, to determine if immediate intervention by BBMA is required to repair or replace the aforesaid water service line. BBMA may consult the Beaver Borough Manager prior to making a decision. The repair or replacement will be made only to the section of the service line from the water main line to the curb service box, or to some other suitable location, after consultation with the BBMA engineer, in those cases where a curb service box is nonexistent or otherwise cannot be located. If a curb service box cannot be located the BBMA will install one at the property owner's expense.

h. If a leak develops in the line between the curb service box and the serviced building property, repairs are permitted on soft copper pipe, or 250 psi rated plastic pipe only. No lead, galvanized, steel, or plastic pipes may be repaired; the entire line must be replaced between the box and the building structure. However, if the connection is pulled apart at the curb service box, a "quick" repair may be permitted if the BBMA's personnel inspecting the leak so approves.

i. The property owner is required at all times to keep the curb service box, capped with a lid, clean, accessible to BBMA personnel and in good condition.

j. All water lines must have a minimum cover of 36 inches.

k. Only lead-free NSF certified materials may be used in construction or repair of any plumbing in a residential or non-residential facility connected to the water system. Solders and

flux are considered lead-free when they contain no more than 0.2 percent lead. Pipes and fittings are considered lead-free when they contain no more than 8 percent lead.

I. The Authority requires, as a condition of allowing a connection to its system, that the property owner requesting the connection certify that the materials used in the connection of the plumbing system to be connected are lead free and NSF certified. The certification shall be in substantially the following form:

I/We, the undersigned, being the owner/owners of the property listed below, hereby certify that the materials used in the construction of the plumbing system in said property are lead free.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Owner

Certification for property located at:

\_\_\_\_\_  
\_\_\_\_\_

10.3 Conditions that must be observed in performing said work include, but are not limited to, the following:

- a. No ditch may be left open for a period of more than twenty-four (24) hours.
- b. All back fillings must be properly and thoroughly tamped, compacted and graded with appropriate back fill.
- c. The contractor and all property owners are jointly and severally responsible for furnishing barricades and flares and the operation thereof for the protection of the public in and about the operation of the work.
- d. Where there is an opening on any paved street or alley, the surface thereof must be replaced in accordance with the Borough public street and alley opening permit details and specifications. Before commencement of any backfilling of the excavation for said service line, BBMA shall be notified of the completion of the work and be given the opportunity to inspect the work to determine that same complies with the requirements of this Section.
- e. The property owner must comply with Chapter 21 of the Beaver Borough Code of Ordinances and obtain a State Highway Permit when required.
- f. It will be the property owner's responsibility to notify all utility companies (gas, electric, telephone, etc.) utilizing the One Call System prior to excavation.

10.4 The application for a water permit shall be substantially in the following form:

I/We, the undersigned, after reviewing the procedure for water service lines set forth in the Rules and Regulations, hereby make an application to the Beaver Borough Municipal Authority for a water permit.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Owner

Received of \_\_\_\_\_ the sum of \_\_\_\_\_ for a water permit for property located at:

\_\_\_\_\_  
\_\_\_\_\_

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

Beaver Borough Municipal Authority

#### SECTION 11 – PROCEDURE FOR SEWER SERVICE LINE

11.1 All sanitary sewer service lines now existing, or to be constructed, leading from the truck line sewer of this Authority, into and on the property or the premises served by said sewer, shall be owned by, constructed by, operated and maintained by the respective owner.

11.2 In all cases where new service lines are to be installed, said service lines shall be constructed and installed by the property owner, the property owner's contractor or agent at the expense of said property owner or agent or contractor as the case may be; and said installation shall be under the following conditions:

a. The service line extending from the truck line shall be extra strength vitrified clay pipe conforming to ASTM Specification C-200, 4 inch in diameter (minimum); or plastic Schedule 40 or equivalent, 4 inch in diameter (minimum).

b. All pipe shall be installed with a minimum slope of  $\frac{1}{4}$  inch per foot and a minimum cover of 2-1/2 feet.

c. The designated inspector of the Authority shall be given at least 24 hours notice prior to the time of the proposed connection or tapping in order to inspect and approve the work of the connection. The inspector shall inspect the sewer from the main to the interior of the building. At the time of the inspection, the owner of the property shall permit the inspector full and complete access to all sanitary and drainage arrangements and facilities in each building and in and about all parts of the property.

d. The property owner or the property owner's contractor, at their own expense, must do all excavation for said service lines, laying of said line and back filling of the same, and must replace any portion of a public street involved in the operation in the manner set forth herein in Section 11.3.

e. Unless written permission is obtained from the Authority, separate connections, tapping fees, and inspection fees will be required for each individually occupied building, whether constructed as a detached unit or as one of a pair or row, but a single connection will be permitted to serve a permanent multiple unit structure where individual apartments or units may not be subject to separate ownership.

f. All water carried wastes will be connected to the sanitary sewer system. All roof drain water, storm water, foundation drain water, spring water or surface water shall not be connected to the sanitary sewer system.

11.3 Conditions that must be observed in performing said work include, but are not limited to, the following:

a. No ditch may be left open for a period of more than twenty four (24) hours.

b. All back fillings must be thoroughly tamped with the proper back fill.

c. The contractor and all property owners are jointly and severally responsible for furnishing barricades and flares and the operation thereof for the protection of the public in and about the operation of the work.

d. Where there is an opening on any paved street or alley, the surface thereof must be replaced on top of a minimum of eight (8) inches of concrete with 5/8" reinforcing rod, and said concrete must extend twenty four (24) inches over the original width of the ditch. The paved surface over the concrete shall correspond to the same materials as exists in the balance of the street. In all cases, the total depth of paving must equal or exceed the existing base and top. All of the above work must be completed as outlined within a ninety six (96) hour period from the time of the street opening.

e. The property owner must comply with Chapter 21 of the Beaver Borough Code of Ordinances and obtain a State Highway Permit when required.

f. It will be the property owner's responsibility to notify all utility companies (gas, electric, telephone, etc.) prior to excavation.

11.4 The application for a sewer permit shall be substantially in the following form:  
I/We, the undersigned, after reviewing the procedure for sewer service lines set forth in the Rules and Regulations, hereby make application to the Beaver Borough Municipal Authority for a sewer permit.

Date: Signature:

Owner

Received of the sum of for a water  
permit for property located at:

Approved By:

Beaver Borough Municipal Authority

## SECTION 12 – CONNECTION, TAPPING, AND REVIEW FEES

12.1 In accordance with the power granted to municipal authorities by Act 203 of 1990, the Authority shall charge and collect connection fees and tapping fees for connections and tap-ins to its water and sanitary sewer systems, which fees shall be in addition to any charges assessed and collected against the property serviced by said connection or tap, for any other charges permitted by law, including rental and service charges.

12.2 After initially establishing the fees provided for in Section 12, the Authority shall, prior to December 31 of each calendar year, review, and if necessary, recalculate and adopt by resolution all applicable fees required by Act 203 of 1990, to become effective during the

following calendar year; provided that the Authority may, as warranted during the calendar year, revise said fees.

12.3 The initial connection and tapping fee schedule adopted by the Authority is set forth in the Connection and Tapping Fee Study, dated February 1994, which is filed at the offices of the Authority, and is available for inspection by the public.

12.4 When a completed application for a water or sewer permit is received by the Authority, the Authority shall determine the applicable connection and tapping fees. A permit will not be issued until said fees have been paid by or on behalf of the applicant.

12.5 Where there is an existing service connection, which is repaired or replaced, no tapping fee shall be due. However, in the event that new service connections are made for additional premises, a tapping fee shall be due for each such connection.

12.6 All expense incurred by the Authority as a result of reviewing planning modules, plans and/or construction documents, inspection of construction, and administrative, legal, and engineering services, shall be paid by the property owner. Expense for legal and engineering fees shall be calculated at the same rate charged to the Authority for other projects. For the purpose of this section, administrative fees shall be calculated at ten percent (10%) of the combined legal and engineering expenses.

#### SECTION 13 – RATE STRUCTURE

13.1 All property owners will be billed at the prevailing rates on a quarterly basis for water and sewage service.

- a. Billing Area I: Fair Avenue to Wayne Street
- b. Billing Area II: Wayne Street to Market Street
- c. Billing Area III: Market Street to Sassafras Lane

13.2 Billing Area property owners will be billed on the following schedules:

- a. Billing Area I: November – January, February – April, May – July, August – October.
- b. Billing Area II: December – February, March – May, June – August, September – November.
- c. Billing Area III: January – March, April – June, July – September, October – December.

13.3 Single family residences will be billed on meter rate.

13.4 All commercial properties will be billed on meter rate. They will be billed on the same schedule as single family dwellings, according to their billing area.

13.5 Bills are payable at the Authority Office, Beaver Municipal Building, or at designated locations.

13.6 Accounts not paid within thirty (30) days of the billing month, will be charged a 10% penalty.

13.7 Questions may be answered by calling the Authority Office at (412) 773-6705.

#### SECTION 14 – PUBLIC PARTICIPATION IN AUTHORITY MEETINGS

14.1 Purpose: The Authority recognizes the value to local governance of public comment on water and sewage issues and the importance of involving members of the public in Authority meetings.

14.2 Authority: In order to permit fair and orderly expression of such comment, the Authority will provide a period for public participation according to the following procedures.

14.3 Delegation of Responsibility: The presiding officer at each public Authority meeting will follow the rules of the Authority for conduct of public meetings in accordance with this policy.

14.4 Guidelines:

a. The presiding officer shall be guided by the following rules:

(1) Whenever issues identified by the participant are relevant to the business of the Authority, receipt of comments thereon shall be considered in accordance with these policies and procedures. The Authority requires that public participants be residents of the area serviced by the Authority or anyone having registered a legitimate interest in a contemplated action of the Authority, anyone representing a group in the community, any representative of a firm eligible to bid on materials or services solicited by the Authority, or any employee of a business in the area serviced by the Authority.

(2) A time limit of three (3) minutes per person, organization, or group shall be imposed. At the discretion of the Authority, this three (3) minute limit may be waived.

(3) The portion of the meeting during which the participation of the public is invited shall be limited to thirty (30) minutes.

(4) In all cases, speakers must be recognized by the presiding officer and preface their comments by an announcement of their name, address, and group affiliation, if appropriate. No participant may address or question Authority members individually.

b. The presiding officer may:

(1) Interrupt or terminate a participant's statement when the statement is too lengthy, personally directed, abusive, obscene, irrelevant, or for other appropriate cause.

(2) Request any individual to leave the meeting when that person does not observe reasonable decorum.

(3) Request the assistance of law enforcement officers in the removal of a disorderly person when that person's conduct interferes with the orderly progress of the meeting.

c. In addition:

(1) Call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action.

(2) Subject to the previous time limits, no participant may speak more than once on any topic unless all others who wish to speak on that topic have been heard.

(3) No placards or banners will be permitted within the meeting room or on the grounds of the municipal building without approval of the Authority.

(4) Electronic recording devices and cameras other than used as official recording devices will not be permitted at meetings without the approval of the Authority.

(5) The meeting agenda shall be distributed to the press and public at the meetings.

(6) Questions for Authority members from the audience shall be directed through the presiding officer. It is the intent of the Authority to conduct meetings in an orderly and expeditious manner. The presiding officer may refer the comment to another official for response or may simply respond that the inquiry will be considered as appropriate by the Board in its future deliberations.

(7) The Authority retains the right at any and all meetings to amend or waive these rules upon majority vote of the Authority members present.

APPENDICES

APPENDIX A

DELINQUENCY NOTICE

BEAVER BOROUGH  
MUNICIPAL AUTHORITY  
469 Third Street  
Beaver, PA 15009  
Date:

TO:  
Account #

Dear Customer:

We are notifying you that you are in violation of the Rules and Regulations of the Beaver Borough Municipal Authority in the following respects:

PLEASE CONTACT THE AUTHORITY BY CALLING 773-6705 OR VISITING OUR OFFICE AT THE MUNICIPAL BUILDING, 469 THIRD STREET, BEAVER, PENNSYLVANIA, 15009 TO REMEDY THIS VIOLATION WITHIN TEN (10) DAYS OF RECEIVING THIS NOTICE. FAILURE TO REMEDY THIS VIOLATION WITHIN TEN (10) DAYS WILL RESULT IN TERMINATION OF WATER SERVICE.

BEAVER BOROUGH  
MUNICIPAL AUTHORITY

APPENDIX B

WATER SERVICE SHUT-OFF NOTICE

To: Customer's billing address:  
(Name of Customer)

Account #: \_\_\_\_\_

Premises at: \_\_\_\_\_

Date of this Notice:

WATER SERVICE to your premises WILL BE SHUT OFF 20 DAYS AFTER the DATE OF THIS NOTICE (see above) because of:

(A) your failure to pay your bill for water service for the periods to in the amount of \$ plus penalty and interest.

(B) [describe any other violation – if none, write “none”]

YOU CAN PREVENT A SHUT-OFF OF WATER SERVICE by selecting one (1) of the following REMEDIES:

(1) If your violation is failure to pay your bill, then by paying your bill (plus penalty and interest) before the scheduled shut-off date. Payment must be by cash, money or postal order or by certified or cashier’s check and must be made at Beaver Borough Municipal Authority, 469 Third Street, Beaver, PA 15009

(2) If your violation is failure to pay your bill, and if you dispute the accuracy of the bill or your liability for it, you may request and Administrative Hearing with a Hearing Officer of the

You must request the hearing before the scheduled shut-off date, and, following the Hearing Officer’s Decision, you must comply with the Decision within 30 days, or appeal within 30 days to the Beaver County Court of Common Pleas, in order to further postpone or prevent a shut-off of water service.

(A) You request your Administrative Hearing by contacting the Beaver Borough Municipal Authority at 773-6795.

(B) At the hearing you may present any evidence, including testimony of witnesses, on the issues of the bill’s accuracy in amount or your liability for it. You may be represented by an attorney, if you desire.

(C) Financial Hardship will not be an excuse for non-payment of a bill.

(3) If your violation is a violation other than a failure to pay your bill, and if you dispute the violation, you may postpone or prevent a water service shut-off by requesting an Administrative Hearing with a Hearing Officer in the same manner as set forth in the above paragraphs.

(A) Any evidence you present must relate to the violation with which you are charged.

(B) You must request the hearing before the scheduled shut-off date.

(C) Following the Hearing Officer’s Decision, in order to further postpone or prevent a shut-off, you must within 30 days either comply with the Decision or appeal it to the Beaver County Court of Common Pleas.

The Hearing Officer’s Decision will be in writing, will precede any shut-off of service by at least 30 days, and will be hand-delivered to you, if you are available when the effort is made – otherwise, it will be mailed to you and also delivered to or posted on your premises where service is to be shut off.

Beaver Borough Municipal Authority

By

OFFICIAL USE ONLY: this Notice served (check applicable method):

\_\_\_\_\_ by hand delivery to on at  
(customer/person) (date)

(address)  
\_\_\_\_\_ by regular mail to on at  
(customer/person) (date)  
(address)  
and hand delivery to on  
(person other than customer) (date)  
at  
(address)  
(or by posting on affected premises on .  
(Signature of employee making service)

## APPENDIX C

### LANDLORD'S REQUEST FOR WATER SERVICE SHUT-OFF

Beaver Borough Municipal Authority  
469 Third Street  
Beaver, PA 15009

Pursuant to the Utility Services Tenants Rights Act, 68 P.S. §399.3, the undersigned landlord requests that water service to the following described premises be shut-off:

All dwelling units at  
(Address)

except the following:

The undersigned certifies that all dwelling units are unoccupied except the following units occupied by the following tenants:

(1) Name of Tenants:

Address:

(2) Name of Tenants:

Address:

(3) Name of Tenants:

Address:

(4) Name of Tenants:

Address:

and that these above named tenants have consented in writing to the shut-off of water service.

The undersigned acknowledges that shut-off not occur unless and until the above named tenants have informed the Beaver Borough Municipal Authority in writing, of their consent to the shut-off.

The undersigned makes this request with full knowledge that FALSE STATEMENTS ARE PUNISHABLE CRIMINALLY.

Dated:

Sworn to and subscribed before me,

This day of

19

APPENDIX D

LANDLORD'S WATER SERVICE SHUT-OFF NOTICE

Date of this notice:

To:

(Landlord)

(Address)

1. Because of your non-payment of the following water bills due the Beaver Borough Municipal Authority

Name of Landlord:

Account Number:

Address of Leased Premises:

Amount due as of : \$

(date)

water service will be discontinued on or after .

(date)

2. Notice to your tenant(s) of the proposed shut-off, and of their rights under the Utility Service Tenants Rights Act, 68 P.S. §399.7, §399.9 and §399.10, will be given on or after the third day following the date of this Notice to you.

(A) You have the right to stay the giving of the above notice to your tenant(s) by filing a Petition with the Beaver County Court of Common Pleas disputing the right of the Beaver Borough Municipal Authority's to shut-off water service.

3. Unless you pay the amount due (or make arrangements to pay satisfactory to the Beaver Borough Municipal Authority within 7 days of your receipt of this Notice, you are hereby required under §399.4 of the above statute to furnish to the Beaver Borough Municipal Authority a list of the names and addresses of every tenant affected by the proposed water service shut-off. You must furnish this list within 7 days of receipt of this Notice or Failure to do so will result in a civil penalty of \$500, or less, for each and every day that you fail to comply and, in addition, the court may order you to pay reasonable attorney fees if the Beaver Borough Municipal Authority finds it necessary to commence legal action to force disclosure of the above list.

4. Any payment, any list of tenants names and addresses, and any inquires should be directed to the undersigned at:

Beaver Borough Municipal Authority

469 Third Street

Beaver, PA 15009

APPENDIX E

TENANT'S WATER SERVICE SHUT-OFF NOTICE

To: Mr./Mrs. or Occupant Date of this Notice:  
(tenants)  
(address)

1. This Notice is rendered on the above date.
2. Because of the non-payment by your landlord of the following water bills due the Beaver

Borough Municipal Authority.  
Name of Landlord:  
Account Number:  
Address of Leased Premises:  
Amount due as of : \$  
(date)  
water service will be discontinued on or after .  
(date)

3. The water bill for the 90 day period preceding this Notice is \$ .
4. Before or after water service is discontinued, you may apply for a continuation or resumption of service by:
  - (A) Making written application therefore (the last paragraph of this form will suffice as an application);
  - (B) Sending your check or money order to the amount at Paragraph 3 hereof payable to the Beaver Borough Municipal Authority.Thereafter, the Beaver Borough Municipal Authority for each 90 day period following the period described in Paragraph 3 hereof, will send you a bill for your payment. If, however, you fail to pay one of these bills within 30 days of delivery to you, the Beaver Borough Municipal Authority will resume water service shut-off proceedings by first giving you a "Tenant's Second Water Service Shut-Off Notice" required by §399.8 of the Utility Service Tenants Rights Act, 68 P.S. §299.8, and 30 days following your receipt of said Notice, discontinuing water service. If you fail to make the foregoing payments and if service is ultimately discontinued, the Beaver Borough Municipal Authority will refund

your payments upon the earlier of your request or the 60<sup>th</sup> consecutive day of discontinued service.

(A) Your landlord shall be notified of any payments you make.

(B) You shall also have the right to apply in writing for rendition of water service to you personally for which you rather than your landlord will be liable to pay.

5. Pursuant to the Utility Service Tenants Rights Act, you have additional rights as follows:

(A) You may deduct your payments of your landlord's bills from any payments then or thereafter due your landlord for rent, for real estate taxes, or operating expenses.

(B) You may obtain reimbursement from your landlord for any payments of your landlord's water bills.

(C) You may be protected against any actual or threatened retaliation by the landlord against you for your rental deductions or for the exercise of any of your rights to cause a continuation or resumption of water service. Any such retaliation (which may include rent increase, notice to vacate, changes in lease agreement) can subject the landlord to a loss of 2 months of rent or your actual damages, whichever is greater, plus your attorney fees and court costs.

6. Any payment or inquiries should be directed to the undersigned at:

Beaver Borough Municipal Authority

469 Third Street

Beaver, PA 15009

BEAVER BOROUGH MUNICIPAL AUTHORITY

By

APPLICATION BY TENANT FOR CONTINUATION OR RESUMPTION OF WATER SERVICE

Undersigned, being the tenant(s) at ,

(address)

hereby request a continuation or resumption of water service and hereby enclose herewith my/our personal check or money order drawn to the Beaver Borough Municipal Authority for \$ .

Dated:

## APPENDIX F

### COMMUNITY AGENCY WATER SERVICE SHUT-OFF NOTICE

Date of this Notice:

To:

and

To:

Attached hereto is Tenant's Water Service Shut-Off Notice delivered to:

(Tenant)

(Address)

BEAVER BOROUGH MUNICIPAL AUTHORITY

By

## APPENDIX G

### TENANT'S SECOND WATER SERVICE SHUT-OFF NOTICE

Date of this Notice:

To: Mr./Mrs. or Occupant

(Tenant)

(Address)

Because of your non-payment of the water bills of \$ for come or all of the periods of service following the date of the Tenant's Water Service Shut-Off Notice, previously delivered to you or your residence, water service will be disconnected on or after 31 days from the receipt by you or your residence of this Notice.

You have the right to file a Petition with the court to enforce any legal right you may have.

If you desire a fuller explanation of your rights, you may contact the undersigned at:  
Beaver Borough Municipal Authority  
469 Third Street  
Beaver, PA 15009  
BEAVER BOROUGH MUNICIPAL AUTHORITY

By

APPENDIX H

HEARING OFFICER'S DECISION

To: Customer's mailing address:

(name of customer)

(account number)

(premises at)

Date of this Decision

An Administrative Hearing was held with

(customer and other parties present)

on at the Beaver Borough Building, 469 Third

(date) (time)

Street, Beaver, Pennsylvania, concerning a water service shut-off at your above premises.

The reason or basis for the water service shut-off proceedings is:

As a result of the administrative bearing, it is found that:

Unless this violation is remedied within thirty (30) days following delivery of this Decision, or unless you Appeal within said thirty (30) days to the Beaver County Court of Common Pleas, water service will be shut off immediately on or after the thirty-first (31<sup>st</sup>) day. (If you decide to appeal, you should probably engage an attorney; if you cannot afford an attorney, you should contact the Beaver County Lawyer Referral Service, 788 Turnpike Street, Beaver, Pennsylvania, (412) 728-4888, and request help in obtaining an attorney.

BEAVER BOROUGH MUNICIPAL AUTHORITY

By

Hearing Officer

APPENDIX I

SEWAGE BILL DELINQUENCY NOTICE

To: Customer's Billing Address:

(name of customer)

Account #:

Premises at:

(Date of this Notice)

WATER SERVICE to your premises WILL BE SHUT OFF 30 DAYS AFTER THE DATE OF THIS NOTICE (see above) because of:

(a) Your failure to pay your bill for sewage service for the periods to in the amount of \$ , plus penalty and interest.

YOU CAN PREVENT A SHUT-OFF OF WATER SERVICE by selecting one (1) of the following remedies:

(1) Paying your bill plus interest ad penalty prior to the thirty (30) day deadline mentioned above.

(2) Delivering to the Beaver Borough Municipal Authority, Borough Building, 469 Third Street, Beaver, Pennsylvania, a written and signed statement, made under oath or affirmation, that you have a just defense tot the bill, or part thereof, and that you have not submitted the

written statement for purpose of delay. If such a written statement is so delivered, the matter will be referred to the courts for decision.

BEAVER BOROUGH MUNICIPAL AUTHORITY

By

OFFICIAL USE ONLY:

This Notice served by regular mail to

on at

and by hand delivery to

on at

and by posting on affected premises on .

OFFICIAL USE ONLY:

This Notice served: (check applicable method):

By hand delivery to

(customer/person)

on at .

(date) (address)

By regular mail to

(customer/person)

on at

(date) (address)

and by hand delivery to

(person other than customer)

on at

(date) (address)

(or by posting on affected premises on ).

Signature of employee making service

REVISIONS

REVISION 1.

SECTION 10 – PROCEDURE FOR WATER SERVICE LINE

10.2.g. If a leak develops in the line between the water main and the curb service box, repairs are permitted on soft copper pipe only. No lead, galvanized, steel, or plastic pipes may be repaired; the entire line must be replaced between the main and the box. *The Authority will assist the property owner in the repair or replacement of the line to protect the integrity of the public water system and public street.*

***Policy Statement Regarding Water Service Lines:*** *The purpose of changing the current policy regarding water service line breaks in public streets near the water main is to protect the integrity of the public water system from contamination and the public street from collapse.*

*The intent of the policy change is not to change the ownership of the water service lines, but to assign the Authority and Borough a greater role in protecting their respective facilities during emergencies created by breaks in service lines.*

*The Manager shall assess each emergency and determine if repair or replacement of the water service line is appropriate. The Authority and Borough personnel will then complete such repair or replacement of the service line, including street restoration. In either case, the repair or replacement shall only be made to the section of the service line from the main line to the curb service box, or a suitable location determined by the Manager in those cases where the curb service box is non-existent or cannot be located.*

*All other provisions of the Rules and Regulations regarding water service lines shall remain unchanged.*

Adopted: April 12, 2005.