

INDIANA COUNTY
MUNICIPAL SERVICES AUTHORITY
WATER SERVICE RULES AND REGULATIONS

TABLE OF CONTENTS
[TO BE ADDED ONCE FINAL]

ARTICLE I – GENERAL:

1. ICMSA will furnish Water Service only in accordance with the Rules and Regulations of the Authority. Every person, firm, corporation and political subdivision who takes Water Service from ICMSA agrees to be bound thereby.
2. The Authority shall have the power and authority to make all reasonable rules and regulations relating to the supplying of water by the Authority which it shall deem necessary and proper in the public interest, and such rules and regulations shall be binding on all Users.
3. The Authority hereby reserves the right so often as it may deem necessary to alter, amend, and/or repeal its Rate Schedule and/or these Rules and Regulations, or any part; and in whole or in part to substitute new Rates, Rules and Regulations.

ARTICLE II – DEFINITIONS:

Unless the context specifically and clearly indicates otherwise, the meaning of terms and phrases used in these Rates, Rules and Regulations for the Indiana County Municipal Services Authority (“ICMSA”) shall be as follows:

1. Authority: The Indiana County Municipal Services Authority (ICMSA), a Municipal Authority organized pursuant to the laws of the Commonwealth of Pennsylvania, or any designated agent, representative or employee acting on behalf of the Indiana County Municipal Services Authority.
2. Request for Water Service: The application required to gather the necessary information from an applicant in order to transform that person’s status to a Ratepayer or User receiving Water Service and bill said Ratepayer for Water Service provided by ICMSA.
3. Backflow Prevention Device: A device designed to prevent the occurrence of backflow and may consist of a reduced pressure principle device, double check valve assembly, or air gap.
4. Distribution Mains: Those water pipes that are part of a network of mains owned by the Authority that are located in streets or within easements to which service connections are made.
5. Dwelling Unit: Any room, group of rooms, apartment, house trailer, building or other enclosure occupied or intended for occupancy as separate living quarters by a person or group of persons.
6. Main Extensions: Extensions of Distribution Mains beyond existing facilities and exclusive of service connections.
7. Meters: Collectively, ICMSA Meters and Ratepayer Meters.
8. Owner: Any Person vested with ownership, legal or equitable, sole or partial, of any property.
9. Person: Any individual, partnership, company, association, society, corporation or other group or entity, including a municipal authority and any municipal subdivision.
10. Property: The property or area, including improvements thereto, to which Water Service is or will be provided and, as used herein, shall be taken to designate each of the following:

- A. A building under one roof owned or leased by one Ratepayer and occupied as one residence or one place of business; or
 - B. A group or combination of buildings owned by one Ratepayer, in one common enclosure, occupied by one family or one organization, corporation or firm as a residence or place of business or for manufacturing or industrial purposes, or as a hospital, church, public or private school or similar institution, except as otherwise noted herein; or
 - C. Each part of a house or building occupied by one Dwelling Unit; or
 - D. Each apartment, office or suite of offices, and/or place of business located in a building or group of buildings, even though such buildings in a group are interconnected by a tunnel or passageway, covered areaway, or patio or by some similar means or structure; or
 - E. A public building devoted entirely to public use, such as a town hall, schoolhouse, fire engine house; or
 - F. A single vacant lot or park or playground; or
 - G. Each Dwelling Unit; or
 - H. Each individual and separate place of business and/or occupancy located in one building or group of buildings commonly designated as shopping centers, strip malls and by such other terms; or
 - I. Each Dwelling Unit in a public housing development owned and operated by the United States of America, a municipal subdivision of the Commonwealth of Pennsylvania, or an agency or instrumentality of the United States or the Commonwealth of Pennsylvania; by a philanthropic foundation or organization or some such similar body or organization; or operated under private ownership; or
 - J. Each modular unit or mobile Dwelling Unit situated for steady occupancy, whether located on owned or leased land.
11. Ratepayer or User: A Person who is receiving Water Service from ICMSA or otherwise connected to the Water System or required to connect.
 12. Rate Schedule: The entire body of effective rates and other charges, as adopted and published from time to time by ICMSA.
 13. Request for Extension: A written form submitted to ICMSA for the purpose of requesting approval of a water Main Extension and Water Service therefrom.
 14. Service Line: The pipe that connects from the water main to the house, including appurtenant facilities (as the context allows) such as the curb stop, valves, and Backflow Prevention Devices, through which water is conducted from the Distribution Main to the Property being served.
 15. Service Line Connection: The corporation stop or other means of connection to the Distribution Mains, by means of which the Service Line is connected to the Distribution Mains.
 16. Water Service: The provision of Water Service by ICMSA.

17. Water System: The certain water supply, transmission, treatment and distribution system facilities used or useful for rendering potable Water Service in and for the service area, which ICMSA has acquired or constructed or hereafter shall acquire or construct in connection therewith, including all rights, title, and interest associated therewith.

ARTICLE III – REQUEST FOR WATER SERVICE OR WATER SERVICE CONNECTION:

1. Any property Owner desiring the introduction of a Service Line or lines from the Authority's water Distribution Main into his or her premises, must first make a written request on the form furnished by ICMSA, for the purpose of requesting Water Service, and, if necessary, the installation of a Meter and/or a Service Line Connection. The Request for Water Service form must be signed by the Owner of the premises or his duly authorized agent which, together with the rules and regulations of the Authority, regulate and control the service of water to such premises. Said request is subject to the requirements set forth herein relative to deposits, if required, Water Service connection fees, and charges then in effect.
2. The request must state the street and lot number of location, the name of the Owner and tenant, the purpose for which service will be used and the exact time when the trench from curb to property will be ready for making the connection, as applicable. The Authority may require additional information and data to support a Request for Water Service.
3. If an Owner requests new Water Service only, the request must be submitted to the Authority at least two weeks before service is to be provided.
4. The completed Request for Water Service form must be accompanied by a tap in fee for each service connection, the amount of which will be indicated on the form. Said amount to be governed by the current Rate Schedule; a copy of which is affixed to these rules and regulations.
5. The written Request for Water Service is merely a request for service submitted to the Authority. Water Service will be provided only subject to approval of the Authority and subject to payment of all required deposits or fees and compliance with all Rules and Regulations relative thereto prior to commencement of the work or service requested. The Authority has the right to refuse Water Service if it: (a) is unable to provide adequate Water Service, either in terms of water pressure or quality, or (b) is prohibited by any statute, law, ordinance, regulation, citation or order, whether local, state or federal, from providing Water Service, or for any other reason which, in the reasonable judgment of the Authority, prevents the provision of Water Service.
6. In the event the Owner wishes for service to be in a tenant's name, and contingent upon ICMSA's approval in its sole discretion, the tenant will be required to make a Request for Water Service and to pay the required security deposit.
7. ICMSA reserves the right to require that service be placed in the name of the Owner. Where an Owner is in arrears on other properties served by ICMSA, ICMSA will prohibit Water Service being supplied to a Ratepayer until all arrears are paid or for rates and other charges for Water Service due for the property at issue or any other property then owned or therefore owned or occupied by the Ratepayer.

8. A separate Request for Water Service form must be made in the following cases:
 - A. A building under one roof and occupied as one business or residence, OR
 - B. A combination of buildings in one common enclosure occupied by one family or business, OR
 - C. The one side of a double house having a solid vertical partition wall, OR
 - D. One side or part of a house occupied by one family even though the closets and/or other fixtures be used in common, OR
 - E. Each apartment in a building having one common hall and one entrance, OR
 - F. Each apartment and/or office and/or business in a building having one common hall or more means of entrance.
9. Security Deposits - A security deposit must accompany the Request for Water Service for Water Service, if the applicant has no previous credit rating in good reference. Deposits may be required for the estimated bill for a three (3) month period based on current rates.
 - A. Deposits shall be returned to the depositor when Owner or Ratepayer has paid bills for a service period of twelve (12) consecutive months on a timely basis or upon discontinuance of service by the Ratepayer and payment of all charges due.
 - B. No interest will be paid on deposits.
 - C. In the event Water Service is discontinued, the security deposit shall be used as payment credit to reduce any balance for service. If there is no balance, the security deposit will be returned to the depositor.
10. A new Request for Water Service must be made to and approved by the Authority upon any change in the identity of the Owner or tenant at a property, or any change in the use of service as described in the original application for service. The Authority, may, upon ten (10) days written notice and posting of said notice at the main entrance of the property terminate the service until such new Request for Water Service has been submitted and approved. Where an Owner elects to have a tenant receive the monthly bill, the Owner will be responsible for jointly filing with the Tenant a new Request for Water Service with the Authority.
11. In connection with a change in service, any Ratepayer making any material change in the size, character or extent of equipment or operations utilizing Water Service, or whose change in operations results in a substantial increase in the use of water, shall immediately give ICMSA written notice of the nature of the change and, if necessary, amend its Request for Water Service form. For purposes of this paragraph, "substantial increase" shall mean an increase of 25% or more of past average or seasonal use of water during a comparable period of time under comparable circumstances.
12. If a Ratepayer wishes that service be discontinued due to change in occupancy, the Ratepayer must give at least one (1) business day notice prior to the date of requested discontinuance.
13. If a Ratepayer requests that service be discontinued due to change in occupants or vacancy of an improved structure, the Ratepayer shall be responsible for all service charges and fees

up to the time that the service is discontinued as requested or a new customer assumes liability for the service charges. If a User request that service be discontinued due to a vacancy of an improved structure, the User shall be responsible for all active charges if the Water Service to the property cannot be discontinued. If the Water Service can be discontinued, the User shall be responsible for all inactive charges until the property becomes occupied and/or service is restored in accordance with ICMSA's Rules and Regulations, policies, and Rate Schedule.

14. Permits for User to Supply Persons or Families - No Ratepayer or Owner of any premises, supplied with water by the ICMSA, will be allowed to supply other persons or families or other premises except by written permit from the ICMSA. Any who violate this rule may have their water shut off after a notice of ten (10) days and it may remain so until the ICMSA is satisfied that the Rule and Regulations will be observed.
15. When Request for Water Service is made for temporary use of water, the cost of the entire installation shall be borne by the Owner.
16. The Service Line and any related pipes, corporation stops, valves, Meters or other related fixtures on the Property of the User are assumed to be in satisfactory condition at the time service facilities are connected and water furnished. ICMSA, therefore, will not be liable in any case for any accidents, breaks or leakage that in any way are due to the connection with the supply of water, or failure to supply the same, or for the freezing of the Service Line and any related pipes, corporation stops, valves, Meters or other related fixtures of the Ratepayer, nor for any damage to the Property which may result from the usage or non-usage of water supplied to the Property. If the Service Line and any related pipes, corporation stops, valves, Meters or other related fixtures are not suitable for a meter connection, the Ratepayer shall render them suitable, failing which ICMSA may so do at the expense of the Ratepayer. Any damage to the Water System or costs incurred by ICMSA in shutting off water supply which result from the condition of the Service Line and any related pipes, corporation stops, valves, Meters or other related fixtures on the Property of the Ratepayer shall be the responsibility of the Ratepayer.

ARTICLE IV - CONNECTIONS TO AND USE OF WATER SYSTEM:

1. SERVICE LINES TO CURB:

- A. Upon the approval of the Request for Water Service of any property Owner for a supply of water and payment of connection charges as outlined in the current Rate Schedule, ICMSA will tap the Distribution Main, insert a corporation cock, carry service pipe to curb and install a curb stop and service box.
- B. The installation of all Service Lines and Service Line Connections is subject to the submission of a Request for Water Service as provided for herein to ICMSA, to such requests being reasonable, to approval by ICMSA and to the payment of, inter alia, such charges for the Service Line and Service Line Connection installation as are in effect at the time of the Request for Water Service, said charges to be payable in advance. Where the governmental unit charges a fee for issuing a permit or permits for street or road openings, or for any other reason in connection therewith, the total fee will be charged to the Ratepayer in addition to the other charges.

- C. The location of the Service Line will be designated by ICMSA and no Service Line shall occupy the same trench with any facility of a public service company, or be within three feet of any open excavation or vault, unless such installation plan has been previously authorized and approved by the ICMSA as evidenced by its written permission. If authorized by ICMSA, water and sewer lines may be installed in the same ditch with a minimum of 18" of horizontal and vertical separation with the water line a minimum of 40" deep and above the sewer line.
- D. No service connection will be installed during the period that street openings are prohibited by municipal regulations, or at any time when in the judgment of the ICMSA working conditions are unfavorable for installation, either by reason of weather, temperature, and conditions of the soil or otherwise.
- E. When the Owner desires a change in location or size of an existing Service Line, the entire cost of the change shall be borne by the consumer.
- F. ICMSA will be responsible for the maintenance and repairs of the Service Line Connection and the Service Line between the Distribution Main and the curb line only.
- G. Service Lines will not be installed from the Distribution Main to the curb when the Service Line from the curb to the premises to be supplied passes over or through the premises which at the time may be the property of persons other than the Owner of the premises to be supplied, unless the Owner of the premises supplied assumes liability and secures written permission.

2. SERVICE LINES FROM CURBS TO PREMISES:

- A. The Service Line beyond the curb stop shall be installed and maintained by and at the expense of the property Owner in accordance with ICMSA's technical specifications manual.
- B. The Authority will be under no obligation to provide "Booster Pumps" to increase the pressure in the Owner's premises.
- C. The Ratepayer shall not utilize the curb stop for any purpose without the express written consent of the Authority. The control of the water supply by the Ratepayer shall be by means of a separate stop, located just inside the building wall. No Ratepayer shall place obstructions over, in, or around the curb stop in a manner which prevents the normal operation of the curb stop or results in damage to the curb box, curb stop, or Service Line. Any violation of these provisions shall be deemed a violation of these Rules and Regulations and shall be prosecuted as a summary offense in accordance with 53 Pa.C.S.A. §5607(d)(17). Additionally, the Authority reserves the right to discontinue service for any violation of these provisions by the Ratepayer. If the Authority chooses to discontinue service for any violation of these provisions by the Ratepayer, the Ratepayer shall be required to pay to the Authority any and all expenses incurred in disconnecting and restoring the water service prior to the Authority restoring service.
- D. The Service Line from the curb stop to the premises shall be kept in good condition by the property Owner under penalty of discontinuance of service by the ICMSA and the ICMSA shall not be responsible for damage done by water escaping therefrom. When repairs, renewals or replacements or other necessary work are required on the aforesaid facilities of the Ratepayer, the Ratepayer shall employ, without delay, competent tradesmen to do

the work. All work shall be done at the expense of the Ratepayer. All leaks in the Service Line or any other pipe or fixture or in or upon the premises supplied must be repaired immediately by the Ratepayer, under penalty of discontinuance of service by ICMSA.

- E. Under no circumstances shall any person not authorized by the ICMSA open or close the curb stops or street valves in any public or private line.
- F. In the event that the Ratepayer is unable or unwilling to make necessary repairs immediately, ICMSA may take any or all of the following steps to remedy the existing situation: (1) excavate and terminate service at the Distribution Main; (2) make the necessary repairs; or (3) employ a subcontractor to make the necessary repairs. Once any of the aforesaid actions is initiated, all costs incurred during said actions will be at the expense of the Ratepayer. Failure to reimburse ICMSA for said costs may result in (a) discontinuation of service and/or (b) the placement of a lien against real property of the Ratepayer for the collection of said cost or both.
- G. Where the replacement of a Service Line is found necessary, the Ratepayer will replace said Service Line in the same location as the old Service Line. If the Owner or Ratepayer, for his own convenience, desires the new Service Line at some other location and agrees to pay all expenses of such relocation, including the costs of cutting off and disconnecting the old Service Line and connecting the new Service Line to the Service Line Connection, the Ratepayer, with the written permission of ICMSA, will lay the new Service Line at the location desired.
- H. ICMSA is not responsible for maintaining any portion of the Service Line or Service Line facilities owned by the Ratepayer, or for damage done by water escaping therefrom, or from lines or fixtures on the Ratepayer's Property; and the Ratepayer shall at all times comply with all applicable regulations with reference thereto and make changes therein required on account of change of grade, relocation of mains or otherwise.

3. SEPARATE SERVICE LINES AND SERVICE LINE CONNECTIONS REQUIRED - VIOLATION OF RULES WHERE TWO OR MORE CONSUMERS ARE ON SAME SERVICE:

- A. Except upon approval by ICMSA and subject to such conditions established by ICMSA, every separate Property receiving Water Service shall have its own separate Service Line connected with the Authority's Distribution Main and no property shall have more than one Service Line Connection. This limitation shall not apply to multiple properties served by a single Service Line prior to January 1, 2018, unless or until such lines are replaced.
- B. Any mobile home court served by a single connection prior to January 1, 2018, shall be permitted to continue with such connection, provided, however, that such connection is in compliance with all currently applicable laws. Any new mobile home court shall have a master meter with one connection for the entire mobile home park.
- C. When two or more parties who jointly receive service shall be jointly and severally liable. Where two or more Ratepayers are supplied through a single Service Line, any violation of these Rules and Regulations by either or any of said Ratepayers shall be deemed to be a violation as to all. Unless said violation is corrected after reasonable notice, ICMSA may take such action as can be taken for a single Ratepayer, except that such action shall not be taken until the Ratepayer who has not violated the Authority's Rules and Regulations has

been given a reasonable opportunity to attach his Service Line to a separately controlled Service Line Connection

- D. In case two or more consumers are supplied with water from the same service pipe, a distinct and separate curb stop and curb box will be provided for each consumer.

4. TEMPORARY USES:

- A. Contractors, builders or others will be required to obtain a written permit from the ICMSA before using water for any of their several construction purposes. The ICMSA may require a guarantee deposit from contractors and builders.

ARTICLE V - METERS:

1. GENERALLY:

- A. A Meter will be required for each Property and for each separate Service Line Connection supplying the premises, except as otherwise provided herein. ICMSA reserves the exclusive right to determine the size and type of the Meter, and when and where Meters will be installed.

2. SIZE OF METER:

- A. ICMSA shall determine the size of Meter to be installed, but in no case shall the Meter be more than one commercial size below the size of the Service Line.
- B. A 5/8" Meter shall be the smallest size Meter to be installed on a Service Line for domestic use, but this size Meter shall only be considered as being adequate for one consumer's occupancy.
- C. Where two or three consumers receive their supply through a single Meter, the Meter size shall be at least 3/4" and when four or more consumers receive their supply through a single Meter, the size shall be at least 1".

3. OWNERSHIP OF METERS:

- A. ICMSA will furnish the Meter and connections as herein specified. The Meter and connections shall remain the property of ICMSA and access to the same for reading of the Meter, inspection testing, repairs, etc. must be permitted at all reasonable times by the Ratepayer. The Meter shall be installed by ICMSA

4. INSTALLATION OF METERS:

- A. ICMSA will determine the location of all Meters. If ICMSA decides that the Meter is to be placed within the building, the Ratepayer will provide, free of charge and expense to ICMSA, an easy accessible place in the cellar near the entrance of service pipes to cellar, with a stop and waste cock at the inlet side on the Meter. If ICMSA decides that the Meter is to be placed outside of the building, it must be placed in an approved Meter box, provided by ICMSA, at the expense of the Ratepayer, and must have suitable stop and waste valves approved by ICMSA

5. PROTECTION OF METER:

- A. The Ratepayer must, at all times, properly protect the Meter from injury by frost or any other cause and will be held responsible for repairs to Meters made necessary due to their

negligence. Damage due to freezing, hot water or external cause shall be paid by the Ratepayer.

- B. ICMSA will monitor Meter function, inspect the condition of Meters, and replace Meters or cause the Ratepayer to replace Ratepayer Meters, as required. If ICMSA determines (1) that the Meter has been damaged by freezing or negligence, other than negligence of ICMSA, (2) that the Meter has been stolen or removed without the written consent of ICMSA, or (3) that the Meter has been tampered with, ICMSA shall repair or replace such Meters or cause the Ratepayer to repair or replace such Ratepayer Meters, in each instance at the Ratepayer's cost and expense, and shall impose a penalty upon the Ratepayer so damaging, stealing, removing or tampering with the Meter, in the amount of Five Hundred Dollars (\$500.00) or such other amount as may be in effect from time to time. In addition to any such costs of repair or replacement and any such penalty, ICMSA shall bill the Ratepayer for the Water Service provided to the Ratepayer but not registered by the Meter so damaged, stolen, removed or tampered with, in an amount reasonably determined by ICMSA.

6. METER TEST:

- A. ICMSA reserves the right to remove and test any Meter at any time and, if such Meter is found to be inaccurate, to substitute, as applicable, another Meter in its place, or to require the Ratepayer, at the Ratepayer's expense, to substitute another Ratepayer Meter, in each case on either a permanent or temporary basis.
- B. Additionally, at the written request of a Ratepayer the ICMSA will make a test of the accuracy of the Meter supplying his premises, if so desired, in his presence or that of his authorized representative. Each request for the test of a Meter for accuracy shall be assessed a service fee, if any, as listed in the current Rate Schedule of ICMSA.
- C. If the Meter so tested shall be found to have an error in registration of less than four percent (4%), the ratepayer will be assessed a fee for the service call as listed in the current Rate Schedule of ICMSA; if the error in registration is found to be four percent (4%) or more, the ratepayer will not be assessed a fee for the service call.
- D. If a Meter is found to be in error at any test by more than 4%, an allowance or charge shall be made to the customer by the ICMSA, equal to the excess or deficiency in quantity charges to the customer, figured back from the date of test through the entire period of the current bill, unless it can be shown that the error is due to an accident or other cause, the exact date of which can be determined, in which case it shall be figured back to such date.

7. CONNECTION OR OUTLETS BETWEEN MAIN AND METER:

- A. No connection or outlet will be permitted on the service line or lines supplying any premises between the street Distribution Main and the Meter. All water used must pass through the Meter.

8. LEAKS AND DEFECTIVE PLUMBING:

- A. Ratepayers are urged to give careful attention to their plumbing and fixtures and make immediate correction of all leaks. All water passing through a meter shall be charged for at the regular rate. No allowance will be made by ICMSA for water used, lost, stolen, or

otherwise wasted through the Meter except in the discretion of the Authority as per the ICMSA Leak Credit Adjustment Policy.

- B. ICMSA 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. And, it is expressly stipulated by and between ICMSA and the Ratepayer that no claim shall be made against ICMSA on account of the bursting or breaking of any distribution main or service line or any attachment to the said Water System.

9. ACCESS TO METERS:

- A. ICMSA at all reasonable times shall have access to a Ratepayer's Property and to Meters, Service Line Connections and any other property owned by ICMSA on the Ratepayer's Property. Such access shall be for the purpose of (i) installing, maintaining, operating and reading Meters, and (ii) installing, if necessary, and reading Ratepayer Meters. The failure to permit reasonable access shall be sufficient cause for discontinuance of service.
- B. Should ICMSA be unable to obtain such access, as relates to services, the Ratepayer may be notified of his default by the leaving of a notice on the Property stating that the Ratepayer must arrange for access for ICMSA within thirty (30) calendar days or other special arrangements granted by ICMSA. Should the Ratepayer fail to make such arrangements within said thirty (30) day period, a notice shall be given, either by registered or certified mail or by delivery to an adult member of the Ratepayer's household on the Property. Said notice shall advise that Water Service will be discontinued in accordance with the provisions of these Rules and Regulations, unless the Ratepayer has ceased to be in default under the terms of these Rules and Regulations.

ARTICLE VI - USE OF HYDRANTS:

- 1. All persons are forbidden to open any fire hydrants or to use any water there from for sprinkling streets, for building or any purpose without permission in writing from the ICMSA, under the penalty prescribed by law, except in case of fire, and by fire companies to test the hydrants. Such test shall be made directly under the supervision of an authorized agent of ICMSA

ARTICLE VII - TERMINATION/DISCONTINUANCE OF SERVICE:

- 1. Any Ratepayer may terminate service with ICMSA by giving written notice to ICMSA and allowing ICMSA to take final Meter readings and attend to other details in connection with such discontinuance of service, including tenant notification requirements, if any. The Ratepayer requesting termination shall remain liable for water furnished to the Property described in their Request for Water Service until ICMSA has received written notice and the Ratepayer has made arrangements with ICMSA to shut the water off and the termination of service has taken effect as stated above. Termination of service shall not entitle the Ratepayer to any abatement of fees and rates that are due and owed, including applicable inactive charges.
- 2. ICMSA reserves the right to shut off water for nonpayment under the ICMSA collection policy for delinquent water bills or for neglect or refusal to comply with the rules and regulations of

the ICMSA, after first giving the consumer ten (10) days' notice. Service so discontinued or shut off temporarily at the request of the Ratepayer shall not be restored until scheduled by the Ratepayer.

3. Service under an application may be discontinued for any of the following reasons:
 - A. Neglecting or refusing to make or renew advance payments where required or for nonpayment of water service, or for any other charge accruing under the Request for Water Service, or if a Ratepayer's check, draft or similar order for payment of water service is not honored by the bank or other financial institution upon which it is drawn;
 - B. Fraud of Ratepayer's identity or misrepresentation in the Application for Water Service.
 - C. Theft or unauthorized use of the Service delivered on or about the affected Property; or
 - D. Tampering with Meters or interference with other ICMSA's equipment.
4. ICMSA further reserves the right to discontinue service to a Property where the Ratepayer makes or refuses to sever any cross-connection between a pipe or fixture carrying water furnished by ICMSA and a pipe or fixture carrying water from any other source. To the extent cross-connections are allowed, cross-connections are subject to the written approval of ICMSA and must be installed and maintained in accordance with all applicable ICMSA specifications and requirements.
5. Supply of Water - ICMSA shall not be liable for a deficiency or failure in the supply when occasioned by shutting off water to make repairs of connections or failure from any cause beyond its control. ICMSA reserves the right to restrict the supply of water in case of scarcity or whenever public welfare may require it.
6. A new Request for Water Service must be made on any change in occupancy of property, as described in any service form, and the ICMSA shall be at liberty to discontinue the water supply until such new Request for Water Service form has been made and approved.
7. A Request for Water Service may be cancelled by the ICMSA for proper cause, at any time, upon giving five (5) days' notice of such cancellation to the Ratepayer.
8. A request for restoration of service shall be made by a Ratepayer by submitting a new Request for Water Service. Service may be renewed when the conditions under which such service was discontinued are corrected and upon the payment of all proper charges or amounts provided in any ICMSA collections policy and associated Rate Schedule or these Rules and Regulations.
9. The Ratepayer shall not turn the water off at any corporation stop or curb stop, or disconnect or remove the Meter, or permit its disconnection or removal without the consent of ICMSA.

ARTICLE VIII - FIRE PROTECTION:

1. The water resources of the ICMSA shall be available for the fighting of fires and other emergencies by authorized agents or individuals only. Expense for the availability of water resources for emergency use shall be compensated by a fee as listed in the ICMSA current Rate

Schedule, and charged to the municipality. Failure to pay hydrant rental charges, rate and non-rated, would be subject to the ICMSA Delinquency Collection Policy.

2. ICMSA does not assume any liability as insurer of property or person and a consumer receiving fire protection will not be entitled, in the event of fire, to any service, pressure or capacity of facility other than that, available at the time in view of the circumstances of the ICMSA, at that time. The ICMSA shall not be liable for any damage or injury to any person or property by reason of any fire, water, failure to supply water, pressure or capacity or lack thereof due to any cause beyond the reasonable control of ICMSA.

ARTICLE IX - BOILERS:

1. Ratepayers using the water supply for steam boilers or any facilities and, depending upon the hydraulic or hydrostatic pressure in the pipe system of the ICMSA for supplying such boilers or facilities, will do so at their own risk, and the ICMSA will not be responsible for any accidents or damage resulting there from.

ARTICLE X - POWERS AND AUTHORITY OF INSPECTORS:

1. For the purpose of advancing and protecting the public health, employees and authorized agents of the Authority, bearing proper credentials and identification, shall be permitted to enter all properties for the purpose of inspection, observation, measurement, sampling, testing, or performing any other functions of the Authority pertinent to discharge to the public system in accordance with the provisions of these Rates, Rules and Regulations. Authorized agents of the Authority shall carry with them proper credentials denoting employment or authorization by the Authority. In the event that the Authority's employees or duly authorized representatives are denied access to any customer's premises for these purposes, the Authority reserves the right to discontinue Water Service to such premises until inspection is permitted and compliance with the requirements of the Authority has been determined.
2. While performing the necessary work on private properties as provided for in this Article, the Authority or its duly authorized employees of the Authority shall observe all safety rules applicable to the premises established by any company that may own said premises.
3. The Authority and duly authorized employees of the Authority bearing proper credentials and identification shall be permitted to enter all private properties through which the Authority holds a duly negotiated right-of-way for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, maintenance, and replacement of any portion of the water related facilities lying within said right-of-way, all of which shall be done in full accordance with the terms of the duly negotiated right-of-way agreement pertaining to the private property involved.

ARTICLE XI - BILLS, TIME AND METHOD OF PAYMENT, COMPLAINTS, AND ADJUSTMENTS:

1. Monthly user fees will be charged for service as outlined in the Authority's approved Rate Schedule. Any User beginning or discontinuing service during a month shall be required to pay the proper prorated portion of such month's bill.
2. For the purpose of billing, the quantity of water recorded by the meter shall be conclusive upon both the consumer and the ICMSA, except when the meter has been found, by test, to be registering inaccurately.
3. Billing and collections shall be performed in accordance with any duly adopted Rate Schedule and/or Billing and Collection Policy of the Authority, which shall be deemed to be incorporated into these Rules and Regulations by reference.
4. All bills for service and other charges shall be paid by the due date specified on the bill or be subject to a late charge of 1.5% monthly. If a bill remains unpaid for 30 days from the due date of the bill and a 10 day written notice, ICMSA shall have the right to proceed with debt collection procedures, which may include, but not limited to, forwarding the claim to a collection agency, a lien on the real property, and filing a civil suit. Furthermore, a writ of *scire facias* may be issued under the Municipal Claims and Tax Liens Act. 53 P.S. 7101, to enforce the lien to enforce the sale of the property.
5. All past due accounts are subject to all related collection costs, including but not limited to, reasonable interest, at rates adopted by ICMSA from time to time, court costs and reasonable collection fees. If a tenant does not pay, the property Owner shall remain liable for the payment of all utility services irrespective as to whom the bill is rendered. Additionally, the property Owner will need to collect any debt from the tenant himself/herself without further involvement from ICMSA. ICMSA encourages property Owners to actively know their tenants' utility status.
6. If service is terminated due to delinquency of the bill or any other payment due to the Authority under these Rules and Regulations, service shall not be restored until such delinquent bill is paid in full, and payment has been made of a reconnection fee in accordance with the most current Rate Schedule and of all other costs and expenses incurred by the Authority related to collection of such delinquent bill.
7. Every User shall provide the Authority with, and thereafter shall keep the Authority apprised of his or her correct current address. Failure of any User to receive appropriate bills for service rates and other charges shall not be considered an excuse for nonpayment nor shall such failure result in an extension of the period of time during which the net bill shall be payable.
8. In the event of non-payment by a tenant, a copy of the delinquent bill and/or notice shall be mailed to the Owner within thirty (30) days of the bill becoming delinquent. If a bill remains delinquent for thirty (30) days, the Authority shall notify the Owner of its intent to file a municipal lien against the Owner's property, and if payment is not received within thirty (30) days thereafter, the Authority shall file and enforce a municipal lien at its discretion and in accordance with its applicable policies and procedures. In accordance with applicable law and as set forth in the most current Schedule of Attorney's Fees, as adopted by the Authority, the Owner shall be responsible for all filing fees and other costs associated with filing and/or enforcing the municipal lien.
9. Bills shall only be rendered to the Owner of any property taking service from the Water System, or to his tenant if the Owner so directs and the Authority approves.

10. Should an Owner elect to have a tenant billed directly, the tenant may be required to make a security deposit to the Authority in an amount equal to three times the average monthly bill unless otherwise specified by the Authority in the Authority's latest Rate Schedule, before Water Service is provided. In the event a tenant leaves an unpaid bill larger than the security deposit, the Owner of the Building will be responsible for the unpaid balances. Otherwise, the security deposit shall be retained for a period of one year and shall be refunded thereafter without interest provided that: (a) no violation of these Rules and Regulations has occurred during the one year period; or (b) the applicant has not been delinquent during the one year period.

If the security deposit is not returned to the tenant for the reasons set forth above the Authority shall retain the security deposit until such time as the Applicant completes a one year period without violating the reasons for non-return above, or until the tenant vacates the premises and has paid in full all outstanding charges. If the tenant vacates the consumer unit and there are unpaid charges, those charges shall be debit from the security deposit, and the remaining amount, if any, shall be returned to the tenant.

The Authority reserves the right to place the account in the Owner's name even if a request is made that the account be in the name of a tenant.

11. Security Deposits for Existing Users: The Authority may require a security deposit from existing customer if: (a) A User has been delinquent in payment for two consecutive bills or delinquent in payment for two bills within a calendar year; (b) Service has been terminated in accordance with these Rules and Regulations; or (c) The User has failed to comply with a settlement or payment agreement.

Security Deposits that are required as a result of termination must be paid prior to the restoration of service. Security Deposits that are required as a result of delinquency or failure to comply with a settlement or payment agreement shall be due within ten (10) days of the issuance of the notice that a security deposit will be required. If the security deposit is not remitted with ten days service may be terminated in accordance with the Termination of Service Provisions of these Rules and Regulations

Users who are delinquent in payment shall be notified in the notice of delinquency that two consecutive delinquencies or two delinquencies within a calendar year may result in the imposition of a security deposit.

12. Whenever a tenant desires to have its service terminated, the Owner shall notify the Authority to that effect in writing. Owners shall be responsible for the payment of all services rendered by the Authority until such written notice is received and the service is discontinued.
13. Disputing Bills: If a User believes a bill to be in error and wishes to dispute the bill, the User shall present the claim in writing to the Authority's Executive Director by mail or in person at the Authority office located at 602 Kolter Dr, Indiana, PA 15701 within ten (10) business days of the issuance of the bill. The Authority shall render a decision as to whether the bill is correct or whether an adjustment is necessary.
14. A Request for Water Service may be denied if there is an unpaid delinquent amount associated with the property. Service shall not be provided until such time as any delinquent charges for the property are paid in full.

15. Service to a new User with an existing bill due may be denied should said bill be in any state other than a current *and* final bill. Service may be refused until such time as any outstanding charges or fees stemming from that User are paid in full.
16. Checks made payable to the Authority that are returned due to insufficient funds will be assessed a returned check fee, in accordance with the latest Rate Schedule.
17. Termination of Service: The Authority may terminate service for the reasons set forth in these Rules and Regulations and shall at all times comply with all laws applicable to the termination of service.

Prior to terminating service the Authority shall give notice, in the manner required by law, of its intention to request and direct the termination of water supply to the Property. Any such notice shall be mailed to the User and shall be posted at a main entrance to the Property.
18. Service may be terminated without notice for the reasons set forth in these Rules and Regulations or applicable Authority policy, or as otherwise allowed by applicable law.

ARTICLE XII - EXTENSIONS OF DISTRIBUTION MAINS:

1. When the Authority is requested by a developer to extend its Distribution Main to provide new service, the following shall apply. All extensions shall be connected to Distribution Mains owned by ICMSA unless otherwise approved.
2. The Developer shall provide ICMSA with such information concerning the Main Extension project as the Executive Director and/or appropriate Committee of the Board of Directors of ICMSA deems necessary.
3. A written Request for Extension must be submitted to ICMSA for the purpose of requesting approval of a water Main Extension and Water Service therefrom, said request to be accompanied by plans and specifications indicating the proposed location of said extension and other pertinent conditions, said request to be signed by the Owner or Owners, to be subject to the terms and conditions as are hereinafter set forth and included herein, and to the execution of an agreement. ICMSA's review of the Request for Extension, together with the Rules and Regulations of ICMSA, shall regulate and control the installation of water Main Extensions and the furnishing of Water Service therefrom.
4. The Request for Extension shall be accompanied by accurate plans, sealed by a registered professional engineer, indicating the size and diameter of the proposed water Main Extensions, the location, routing and configuration of the extension, the layout of the streets and roads, the layout of existing and proposed plans of lots, and other pertinent data, such plans to be in sufficient detail to permit ICMSA to review and approve the plans. ICMSA must give its written approval of the plans prior to commencement of any construction of the extension.
5. Persons requesting water Main Extensions shall be furnished a preliminary estimate of extension cost. The person requesting a water Main Extensions shall be required to deposit with ICMSA by certified or cashier's check fifteen (15) percent ICMSA in prosecuting the extension.
6. The Project shall be reviewed by the Authority's Engineer for purposes of determining its feasibility, preliminary cost and other engineering data. The cost of such review shall be paid

by the Developer. The ICMSA shall require the Developer to deposit funds with the Authority to cover cost of the engineering review prior to the commencement of such review.

7. If the Engineer and the ICMSA deem the Project feasible and in the best interest of the ICMSA, the Authority's Engineer shall prepare plans and specifications for the Project. The cost of such preparation of plans and specifications shall be paid by the Developer. The ICMSA may require the Developer to deposit funds with the Authority prior to the commencement of such preparation of plans and specifications to cover the cost of the Engineer's fees, the Authority's administrative and legal expenses and such other costs as may be reasonably necessary in the preparation of the plans and specifications.
8. If the Developer wishes to proceed with the Project, the ICMSA, at its discretion, may bid the Project, secure the Developer's consent prior to the award of any construction contract and construct the Project. The cost of the construction shall be borne by the Developer, who shall deposit with the Authority the full amount of such costs prior to commencement of construction. In the alternative, the ICMSA may enter into a written agreement with the Developer by which the Developer shall construct the Project, at its cost, pursuant to the plans and specifications of the Authority's Engineer and subject to the inspection by ICMSA during construction. In such event, ICMSA will own the line extension and right-of-way upon its acceptance of the completed Project.
9. All water Main Extensions shall be installed at a depth specified in accordance with ICMSA's standard specifications and all applicable regulations.
10. Connection by ICMSA of the water Main Extensions to existing Distribution Mains is subject to ICMSA's final approval of the completed water line extension.
11. Whenever a person constructs and connects an extension of water system Distribution Mains, such facilities shall, upon inspection and approval by the Authority or its authorized representative, be offered for dedication by the developer or person to the Authority in accordance with the Pennsylvania Municipality Authorities Act. The person constructing such facilities and the Authority shall execute a Facility Dedication and Acceptance Agreement in a form acceptable to the Authority at such time as the facilities to be dedicated are approved by the Authority.

ARTICLE XIII - TAPPING FEES:

ICMSA reserves the right to impose tapping fees and other similar charges as may be permitted by law and as specified in ICMSA's duly adopted Rate Schedule, as updated from time to time.

ARTICLE XIV - RESERVATIONS:

As necessity may arise in case of break, emergency or other unavoidable cause, ICMSA shall have the right, temporarily, to interrupt service in order to make necessary repairs or connections or to change or test water Meters, pursuant to these rules and regulations. In such an event, ICMSA will use all reasonable and practical measures to notify consumers of the proposed discontinuance of service, but will not be liable for any damage or inconvenience suffered by the consumer. ICMSA shall not at any time be liable for any damage or inconvenience suffered by reason of an interruption in service, a

lessening or decrease in supply or inadequate pressure due to any cause beyond the reasonable control of ICMSA.

ARTICLE XV - ADDITIONS TO AND CHANGES OF WATER RATES AND OTHER CHARGES; ADDITIONAL RULES AND REGULATIONS:

1. The Authority reserves the right to change or amend, from time to time, these Rates, Rules and Regulations in accordance with law.
2. No officer, employee, or representative of the Authority can vary these rules without action of the Authority and no agent or employee of the Authority can bind it by any agreement or representations except when authorized in writing to do so by an executive officer of the Authority.

ARTICLE XVI- CONSTRUCTION AND SEVERABILITY:

1. In the event any provision, section, sentence, clause or part of these Rules and Regulations shall be held by any Court or Administrative tribunal of competent jurisdiction 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.

Resolution No. MA – 0709 - 24 - 02

**A RESOLUTION OF INDIANA COUNTY MUNICIPAL SERVICES AUTHORITY,
INDIANA COUNTY, PENNSYLVANIA
ADOPTING WATER SERVICE RULES AND REGULATIONS**

WHEREAS, the Authority owns and operates an extensive public water system (the “Water System”) and wastewater system (the “Wastewater System”); and

WHEREAS, the Authority has from time-to-time adopted and amended rules and regulations applicable to the Water System and Wastewater System; and

WHEREAS, the Authority desires to adopt a comprehensive set of new Rules and Regulations applicable to the Water System and the Wastewater System, respectively, which are intended to supersede and replace all prior Rules and Regulations applicable to the Water and Wastewater Systems.

NOW, therefore, BE IT RESOLVED by the Indiana County Municipal Services Authority and it hereby is resolved as follows:

1. The Authority hereby adopts the Indiana County Municipal Services Authority Water Service Rules and Regulations in the form attached hereto as Exhibit “A”.
2. The Authority hereby adopts the Indiana County Municipal Services Authority Wastewater Rules and Regulations in the form attached hereto as Exhibit “B”.
3. All resolutions or parts of resolutions, insofar as such shall be inconsistent herewith shall be and the same hereby expressly are repealed.

APPROVED AND ADOPTED this 9th day of July, 2024.

Indiana County Municipal Services Authority

By: Maher P. Shawer
Maher Shawer, Chairman

By: M. Susan McLoughlin
M. Susan McLoughlin, Assistant Secretary/Treasurer