

Rules and Regulations

DRINKING WATER SYSTEM



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- C. Drinking Water Service Line and Wastewater Lateral Assistance Program Request
- D. Water Meter Calibration Request
- E. Fire Hydrant Installation Request
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- G. Fire Protection Service Request
- H. Credit Assistance Program Request
- I. Air Conditioning/Refrigeration Request
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- K. Leak Adjustment Policy
- L. Collections Policy

1.0 Definitions

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

- 1.1 “Backflow Prevention Device” means a device designed to prevent the occurrence of backflow and may consist of a reduced pressure principal device, double check valve assembly, or air gap.
- 1.2 “Bulk Water Service” means provision for water service that is conveyed and dispensed to a contracted hauler at the Bulk Water Station, located at 100 Pine Drive, Harrisburg, Pennsylvania, 17103 or other authorized location.
- 1.3 “Capital Region Water” means Capital Region Water, a Pennsylvania municipal authority.
- 1.4 “Capital Region Water Meter” means the water meter, meter interface units, and related appurtenances, that are provided by and installed by Capital Region Water. Meters are property of Capital Region Water, and not of the Ratepayer.
- 1.5 “City” means the City of Harrisburg, Dauphin County, Pennsylvania.
- 1.6 “Commercial Service” means provision of water service to a Property where the Ratepayer is engaged in trade and/or commerce.
- 1.7 “Customer Service Center” means 3003 North Front Street, Harrisburg, Pennsylvania, 17110 or other authorized location.
- 1.8 “Date of Presentation” means the date upon which a bill or notice is mailed, as evidenced by the United States Post Office mark.
- 1.9 “Distribution Mains” mean those water pipes that are part of a network of mains owned by Capital Region Water that are located in streets or within easements to which service connections are made.
- 1.10 “Dwelling Unit” means 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.
- 1.11 “Industrial Service” means provision for water service to a Property for use in manufacturing or processing activities.
- 1.12 “Institutional Service” means provision for service to public facilities dedicated to public service, municipal and government establishments such as schools, post offices, libraries,

public swimming pools, parks, hospitals, and other municipal, county, state, and federal establishments.

- 1.13 “Main Extensions” means extensions of Distribution Mains beyond existing facilities and exclusive of service connections.
- 1.14 “Meters” means, collectively, Capital Region Water Meters and Ratepayer Meters.
- 1.15 “Metered Service” means provision for water service to a Property in measured quantities.
- 1.16 “Multiple Dwelling” means any building containing more than one Dwelling Unit.
- 1.17 “Owner” means any Person having an interest, whether legal or equitable, sole, or partial, in any Property.
- 1.18 “Person” means an individual, partnership, corporation, company, firm, association, society, trust, governmental body or any agency, department, or political subdivision thereof or any other group or entity.
- 1.19 “Private Fire Protection Service” means provision for water service to a Property exclusively for fire protection.
- 1.20 “Property” means 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.
- 1.21 “Public Fire Protection Service” means the furnishing of water service through public fire hydrants.
- 1.22 “Public or Municipal Service” means provision for water service to the Commonwealth of Pennsylvania, any political subdivision or instrumentality thereof, or agency of any thereof, or to other similar public bodies.
- 1.23 “Ratepayer” means a Person receiving water service from Capital Region Water or otherwise connected to the Water System or required to connect.
- 1.24 “Ratepayer Meters” means meters purchased by and owned by the Ratepayer, including without limitation, (i) water meters provided for special Service Lines, as described in Section 5.16 hereof, (ii) meters and/or detector check valves for private fire protection, as described in Section 9.6 hereof, and (iii) sewer deduction meters, as described in Section 13.4 hereof.
- 1.25 “Rate Schedule” means the entire body of effective rates and other charges, as adopted and published from time to time by Capital Region Water.
- 1.26 “Rate Schedule Sheet” means an individual sheet of rate schedules.
- 1.27 “Request for Extension” means a written form submitted to Capital Region Water for the purpose of requesting approval of a water main extension and water service therefrom.
- 1.28 “Request for Water Service” shall mean the form attached hereto as Appendix A. Such a form is required to gather the necessary information from a Requester in order to transform that Person’s status to a Ratepayer receiving Water Service and bill said Ratepayer for Water Service provided by Capital Region Water.

- 1.29 “Requester” means a person who submits a Request for Water Service or other request for a service connection with Capital Region Water.
- 1.30 “Residential or Domestic Service” means provision for water service to any individual or single-family Dwelling Unit, including water for sprinkling lawns and non-commercial gardens and shrubbery and other similar and customary purposes.
- 1.31 “Service Area” means the geographical region where Capital Region Water is providing Water Service and additional areas where the Capital Region Water is authorized and able to provide Water Service.
- 1.32 “Service Line” means 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.
- 1.33 “Service Line Connection” means 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.
- 1.34 “Service Tap” means the opening made in the Distribution Main by which a corporation stop or tapping sleeve and valve are connected to the Water System for the attachment of the Ratepayer’s Service Line.
- 1.35 “Single Family Dwelling Unit” means a structure which houses one or more persons living as a single housekeeping unit in a group of rooms within a dwelling and forming one habitable unit arranged for occupancy by one family.
- 1.36 “Standard Specifications and Details” means the procedures of the Capital Region Water for the design and installation of various water-related facilities.
- 1.37 “Temporary Service” means service for circuses, bazaars, fairs, construction work, irrigation of vacant property, trailers or trailer camps and similar uses that because of their nature will not be used steadily or permanently; provided, however, that such Temporary Service shall not be provided for a period in excess of 365 days, unless, prior to the expiration of any such 365-day period, the Ratepayer has resubmitted a Request for Water Service and such Request for Water Service has been approved, for an additional period not to exceed 365 days.
- 1.38 “Water Service” means the provision of water service by Capital Region Water.
- 1.39 “Water System” means certain water supply, transmission, treatment, and distribution system facilities used or useful for rendering potable water service in and for the Service Area, which Capital Region Water has acquired or constructed or hereafter shall acquire or construct in connection therewith, including all rights, title, and interest associated therewith.

2.0 Binding Effect: Rates: Adjustments

2.1 Rules and Regulations Established by Capital Region Water

- A. Capital Region Water has exercised its power and authority to make these rules and regulations which relate to the supplying of water by Capital Region Water and are deemed necessary and proper in the public interest. These rules and regulations shall be binding on all Ratepayers.
- B. Capital Region Water hereby reserves the right so often as it may deem necessary to alter, amend, and/or repeal its Rates and/or these Rules and Regulations, or any part. Accordingly, Capital Region Water may substitute new Rates, Rules and Regulations which so altered and amended shall forthwith become and thereafter be binding on all Ratepayers until further adjusted or amended.

2.2 Water Service Rates

Capital Region Water shall from time to time establish by resolution a Rate Schedule setting forth the rates, fees and charges for the various services provided for hereunder, which Rate Schedule shall be used in accordance with the provisions of these Rules and Regulations.

3.0 Requirements for Service

3.1 Request for Water Service

A written Request for Water Service, prepared on the form furnished by Capital Region Water and substantially in the form attached hereto as Appendix A, must be submitted to Capital Region Water for the purpose of requesting water service, and, if necessary, the installation of a Meter and/or a Service Line Connection to Capital Region Water's Distribution Main.

Unless otherwise permitted by Capital Region Water, said Request for Water Service must be signed by the Owner of the Property or his/her duly authorized agent. Said Request for Water Service is subject to the requirements hereunder relative to deposits, if required, water service connection fees and charges as then in effect. The Request for Water Service, together with the Rules and Regulations of Capital Region Water, shall regulate and control the service of water to such Property.

If a Ratepayer requests water service only, a Request for Water Service must be submitted to Capital Region Water at least seven (7) calendar days before service of water is required.

If a Ratepayer also requests the approval of the installation of a Service Line, a Meter and/or Service Line Connection, said Request for Water Service must be submitted to Capital Region

Water at least thirty (30) calendar days before the installation of the Meter and the Service Line Connection is required.

The Ratepayer must pay the appropriate fee for the specific service or connection requested. Product and material data sheets are required with the Request for Water Service.

3.2 Period When Service Line Installation May Be Refused

The installation of a Service Line Connection for water service, at the option of Capital Region Water, may be refused during periods of inclement weather rendering installation impracticable or uneconomical.

3.3 Information on Request for Water Service

Each Ratepayer applying for a Meter, a Service Line Connection and/or water service will be required to sign a form or forms provided by Capital Region Water, giving such data as may be required by Capital Region Water.

3.4 Approval for Water Service

Requests for Water Service are merely written inquiries for water service. Water service will only be provided subject to approval of Capital Region Water 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 by a Ratepayer. Capital Region Water has the right to refuse water service if Capital Region Water:

- 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 Capital Region Water, prevents the provision of water service.

3.5 Request for Water Service is a Prerequisite to Service

The Request for Water Service shall be a prerequisite to the provision of water to Ratepayer from Capital Region Water. Rates for water service shall commence and accrue from the date the water supply service has been connected and water is available to the Property.

3.6 Delinquent Payments

Unless otherwise waived by Capital Region Water, no water service will be provided to any Ratepayer:

- A. Until all arrears for rates and other charges due for any service supplied to the Property by CRW shall have been paid or until satisfactory arrangements for payment of such unpaid bills shall have been made;
- B. Until all arrears for rates and other charges due for any service supplied by CRW from the Ratepayer at any Property then or theretofore owned or occupied by him/her shall have been paid or until satisfactory arrangements for payment of such unpaid bills shall have been made;
- C. If the Ratepayer seeking water service is an agent of a Ratepayer to whom service has been denied because of delinquency; or
- D. If the Ratepayer seeking water service defaulted on past due service charges as part of a rental or other agreement.

3.7 Term of Service

- A. All metered water service shall continue and shall be billed from month to month or quarter to quarter, subject to the billing period determined by Capital Region Water, unless terminated as follows:
 - i) If the Ratepayer desires to terminate service, the Ratepayer must submit to Capital Region Water a Request for Service Termination form furnished by Capital Region Water and substantially in the form attached hereto as Appendix B, said termination request to be governed by the provisions of Section 11.5 hereof; or
 - ii) If Capital Region Water desires to terminate service, said termination by Capital Region Water will be in accordance with the provisions of Section 11.4 hereof. When written notice, as aforesaid, is given by the Ratepayer of a desire to terminate service and water service is turned off by Capital Region Water at the end of any month or quarter, subject to the billing period, no further charge for water consumption will be made from the date of such turn-off until service is again turned on. Notwithstanding the foregoing, once water service is turned off, the ready-to-serve charge will continue to be imposed upon the Ratepayer so long as the Ratepayer is the Owner of the Property or until such time as the Service Line is disconnected from the Distribution Main, at the Service Tap, either by Capital Region Water at the Ratepayer's expense, or by a licensed plumber employed by the Ratepayer, subject to inspection of the disconnection by authorized representatives of Capital Region Water.
- B. Where a Ratepayer suspends water service temporarily while maintaining water service with Capital Region Water, water shall not again be furnished to such Property until the

ready-to-serve charge has been paid for the period of non-use. This charge shall be in addition to any other charges due from the Ratepayer.

3.8 Special Requirements

Capital Region Water may require, prior to providing service, special requirements under the following conditions:

- A. If required by provisions in the Rate Schedule, the duration of service to be as specified in the schedule.
- B. If the construction of an extension and/or other facilities is necessary.
- C. For providing Temporary Service, including water service for building or other special purposes. Water for building purposes shall be used only from a temporary connection approved by Capital Region Water and shall not be permitted to flow into the house fixtures. For water to be used for building purposes, Owners or contractors shall obtain written permission from Capital Region Water before using water, whereupon either a building meter shall be set to measure the water used, which meter shall be read and removed by Capital Region Water as soon as the improvement has been completed, and Capital Region Water has received notice of such completion, or at the time a Request for Water Service is resubmitted for an additional period of time, not in excess of 365 days, or, if the Owner or contractor is given access to a hydrant, water service will be billed at the appropriate rate for service through a hydrant, as provided in the Rate Schedule.
- D. For Private Fire Protection Service.
- E. For connections with qualified utilities, the Commonwealth of Pennsylvania, any political subdivision, or instrumentality thereof or agency of any thereof.
- F. For extensions from the Water System, whether or not such facilities are to be constructed by or conveyed to Capital Region Water.
- G. Where service is provided from a Distribution Main which does not abut the frontage of the Property to be served.
- H. If deemed necessary by Capital Region Water.

3.9 Governmental Regulations

All Ratepayers receiving water service shall be subject to any and all changes or modifications as may be directed by action of the Legislature of the Commonwealth of Pennsylvania or other regulatory body having jurisdiction thereof.

3.10 Individual Liability

Two or more Persons who jointly receive service shall be jointly and severally liable.

3.11 New Request Upon Change in Ownership or Conditions of Water Use

A new Request for Water Service or, as determined appropriate by Capital Region Water, a Request for Transfer of Water Service Ownership must be submitted and approved by Capital Region Water upon any change in ownership of the Property or upon any change in the service as described in the Request for Water Service. Capital Region Water shall have the right to terminate service in accordance with the provisions of Section 11.4 hereof unless and until such new Request for Water Service has been submitted and approved by Capital Region Water.

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 Capital Region Water written notice of the nature of the change and, if necessary, amend its Request for Water Service. 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.

3.12 Renewal of Service

Water service will be renewed after receipt of a proper Request for Water Service when the conditions under which such service was discontinued or terminated are corrected and upon the payment of all charges provided in the Rate Schedule or these Rules and Regulations due from the Ratepayer.

3.13 Condition of Plumbing System

The Service Line and any related pipes, corporation stops, valves, Meters (other than Capital Region Water Meters) or other related fixtures on the Property of the Ratepayer are assumed to be in satisfactory condition at the time service facilities are connected and water furnished; and Capital Region Water, 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 (other than Capital Region Water Meters) or other related fixtures are not suitable for a meter connection, the Ratepayer shall

render them suitable, failing which Capital Region Water may so do at the expense of the Ratepayer.

Any damage to Capital Region Water's Water System or costs incurred by Capital Region Water in shutting off water supply which result from the condition of the Service Line and any related pipes, corporation stops, valves, Meters (other than Capital Region Water Meters) or other related fixtures on the Property of the Ratepayer shall be the responsibility of the Ratepayer.

3.14 Service Line Connections by Capital Region Water

After the Request for Water Service has been submitted and a permit has been obtained for the street excavation, Service Line Connections will be installed by Capital Region Water pursuant to Capital Region Water's authorization and under Capital Region Water's supervision. If the Ratepayer's Service Line for which Capital Region Water is to install the Service Line Connection is two (2) inches or less in diameter, Capital Region Water will provide the Service Line Connection at the Ratepayer's expense. If the Ratepayer's Service Line is greater than two (2) inches in diameter, the Ratepayer shall provide Capital Region Water with the Service Line Connection acceptable to Capital Region Water for installation by Capital Region Water.

4.0 Deposits

4.1 General

The following general conditions shall apply to deposits made for the provision of water service:

- A. Cash deposits are required from Ratepayers taking service for a period of less than thirty (30) calendar days, in an amount equal to the estimated gross bill for such temporary period.
- B. Capital Region Water reserves the right to require, from time to time, cash deposits prior to the provision of water service or upon receipt of a bankruptcy filing. In no instance will deposits, if required, be in excess of the estimated gross bill for three (3) billing cycles, if the billing cycle is monthly and for one (1) billing cycle, if the billing cycle is quarterly with a minimum deposit in such amount as may be established from time to time by Capital Region Water.
- C. Payment of bills shall be governed by the procedures of Capital Region Water's Rule and Regulations, as applicable. Copies of the Rules and Regulations are available at the Customer Services Center during regular business hours.

- D. The cash deposit referenced in Section 4.1(A) will not bear interest.
- E. Any Ratepayer having a deposit will pay bills for water service as rendered in accordance with the Rules and Regulations of Capital Region Water, and the deposit shall not be considered as payment on account of a bill during the time the Ratepayer is receiving water service.
- F. Where the Ratepayer may desire to discontinue water service, the following procedures shall govern:
 - i. Where the Ratepayer desires to discontinue water service without having the Service Line disconnected from the Distribution Main at the Service Tap, so long as the Ratepayer remains the Owner of the Property, the Ratepayer shall remain liable for and must pay the ready-to-serve charge for such Property.
 - ii. Where the Ratepayer desires to discontinue water service and will no longer be the Owner of the Property after such discontinuance, or if the Owner arranges with Capital Region Water to disconnect the Service Line from the Distribution Main at the Service Tap, the Ratepayer will no longer remain liable for the ready-to-serve charge after such transfer of ownership or such disconnection.

If the Ratepayer has terminated service in the manner contemplated by subparagraph F(ii) above, Capital Region Water will apply the Ratepayer's deposit, if any, to the final bill once the transfer of ownership or disconnection has occurred. If the Ratepayer has discontinued service in the manner contemplated by subparagraph F(i) above, Capital Region Water will retain the cash deposit to be applied toward any delinquency of payment of the ready-to-serve charge for which the Ratepayer will remain liable.

5.0 Service Connections

5.1 Service Line Connections

Typically, the Service Line must be installed from a Distribution Main located in the front of the Property. However, Capital Region Water reserves the right to approve Service Lines at locations other than in the front of the Property when such is in the best interests of Capital Region Water. All Service Lines must be connected at Service Line Connections located on Distribution Mains which abut the Property for which service is requested unless the Ratepayer enters into a special agreement with Capital Region Water.

5.2 Separate Service Line and Service Line Connection Required

Except upon approval of Capital Region Water and subject to such conditions established by Capital Region Water:

- A. Every separate Property receiving water service shall have its own separate Service Line connected with the Distribution Mains as provided in Section 5.1 hereof; and
- B. No Property shall have more than one Service Line Connection.

5.3 Installation of Service Line Connection

The Ratepayer will install and maintain at his/her own cost and expense all Service Lines. As provided in Section 3.14 hereof, Capital Region Water will install all Service Line Connections to the Distribution Mains. Only duly authorized employees or agents or contractors approved by Capital Region Water will be permitted to install a Service Line Connection.

The installation of all Service Lines and Service Line Connections is subject to the submission of a request for service as provided in Section 3.1 hereof to Capital Region Water, to such requests being reasonable, to approval by Capital Region Water 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 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.

Capital Region Water reserves the right to determine the size and the kind of the Service Line Connection. Prior to laying of new concrete sidewalks, making changes in grade or other changes in sidewalk construction, the Ratepayer must relocate at its expense the curb box at the proper grade. The curb box shall be relocated or adjusted, as appropriate, by the Ratepayer to the proper height. If the box or boxes are covered or concreted over, thereby necessitating additional expense to Capital Region Water for finding and relocating the same, the Ratepayer shall be billed for such additional expense and Capital Region Water will, under no circumstances, be responsible for damages to the sidewalk.

In cases where water service lines are frozen, Capital Region Water will, at the Ratepayer's expense, thaw out the Service Line. To avoid a recurrence of freezing, Capital Region Water will make an examination of the Ratepayer's Service Line and, if the same is not at an adequate depth to prevent future freezing, damage, or other disruption in service, Capital Region Water shall have the right to require it to be relocated, at the Ratepayer's expense, before water service is resumed.

5.4 Installation – Service Line

The Service Line and all required appurtenances shall be installed by, and at the expense of, the Ratepayer. Any and all excavations involving the sidewalks or streets in the City of Harrisburg required by the installation of a Service Line shall be in accordance with the specifications and requirements set forth in Capital Region Water's Standard Specifications and Details, copies of which are available at the Capital Region Water's Customer Services Center.

5.5 Maintenance – Service Line

All Service Lines, Ratepayer Meters, and other fixtures installed by the Ratepayer shall be maintained by the Ratepayer in good condition; and all Capital Region Water Meters on the Property of the Ratepayer shall be protected properly and cared for by said Ratepayer. 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/women 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 Capital Region Water.

In the event that the Ratepayer is unable or unwilling to make the necessary repairs immediately, Capital Region Water may take any or all of the following steps to remedy the existing situation:

- A. Excavate and terminate service at the Distribution Main;
- B. Make the necessary repairs; or
- C. 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 Capital Region Water 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.

Capital Region Water 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.

For Service Lines two (2) inches or less in diameter, Capital Region Water may absorb the cost of maintaining, repairing, and/or replacing a Service Line from the curb stop or shutoff valve at the curb line to the Distribution Main. Ratepayers shall remain responsible for their Service Lines from the curb to the Ratepayer Property being served. A Ratepayer who meets the eligibility criteria should complete the Drinking Water Service Line Assistance Program Request as furnished by Capital Region Water and substantially in the form attached hereto as Appendix C.

5.6 Length of Service Line Meter Pits

Capital Region Water will exercise its right, in cases where the length of the Service Line exceeds one hundred feet (100') and in all cases where deemed advisable, to require the Ratepayer to furnish, at his/her expense, a meter pit, to be constructed to the satisfaction of Capital Region Water and in accordance with any applicable requirements set forth in Capital Region Water's Standard Specifications and Details. The meter pit shall be located on the Ratepayer's Property near the curb line and to be used for the housing of the Meter and Backflow Prevention Device required for the service of the Property.

5.7 Penalty for Placing Obstructions Over, in or Around Curb Boxes

If obstructions are placed over, in or around curb boxes in such manner as to prevent normal operation of the curb stop or to result in damage to the curb box, curb stop or Service Line, Capital Region Water will shut the water off at the curb stop and plug the curb box or disconnect the Service Line, or turn the water off at the corporation stop, as it may deem necessary. Before service will be renewed, the Ratepayer shall pay to Capital Region Water the expenses incurred in shutting the water off and in turning it on again, including the cost of necessary trenching and backfilling, of cutting and replacing pavement, sidewalk, or curbing, and of any municipal permit or permits for opening the pavement.

5.8 Service Line Connection on Private Property

Service Line Connections will not be installed on Property other than that of the Property to be furnished water unless the Owner of the Property obtaining such service assumes all liability, and unless approved by Capital Region Water in writing.

5.9 Mobile Home Courts

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 separate Service Line, Service Line Connection, and Meter for each mobile home.

5.10 Public, Charitable, Educational, etc. Buildings

A group of public, ecclesiastical, educational, charitable, club, farm, or industrial buildings under one ownership and on a single tract of ground may be served by one connection, at the option of Capital Region Water.

5.11 Single Service Line with Two or More Ratepayers

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 by all Ratepayers. Unless said violation is corrected after reasonable notice, Capital Region Water 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 Capital Region Water's Rules and Regulations has been given a reasonable opportunity to attach his/her Service Line to a separately controlled Service Line Connection.

5.12 Other Service Line Requirements

Capital Region Water reserves the right to require any Owner to install on or in conjunction with his/her Service Line such valves, stop cocks, relief valves, pressure regulator, air chamber, tank, float valve, Backflow Prevention Devices or other apparatus of approved design as provided in Section 12 hereof, when and where, in its opinion, the conditions may require it for the safeguarding and protection of Capital Region Water's property or the water supply.

Should the use of water through a Service Line become excessive during periods of peak use and cause a substantial decrease in pressure in the distribution system of Capital Region Water to the extent that normal water service to other Ratepayers is impaired, Capital Region Water may exercise the right to require the installation of properly designed and adequate storage and other required facilities on the system of the premises involved. Said facilities shall include all piping, valves, fittings, storage structures, pumps, automatic controls, and such other appurtenances as are required to permit the storage of water and delivery therefrom during periods of peak water use on the Property, and thereby avoid a direct use from the system of Capital Region Water during such periods. The basic design of such systems shall be subject to approval by Capital Region Water.

Service will not be furnished for railroad locomotive supply or any use where large quantities of water are required in a short period of time, except through an intermediate storage tank, or unless approved by Capital Region Water; the design of the proposed facilities also being subject to the approval of Capital Region Water.

When steam boilers take a supply of water directly from the Service Line, it will be at the risk of the parties making such attachments and they should not depend upon the hydraulic or

hydrostatic pressure in the pipe system of Capital Region Water for their supply under working pressure. Capital Region Water will not be responsible for any accidents or damages.

House boilers for domestic use must in all cases be provided with vacuum valves to prevent collapsing when water is shut off from the distributing pipes. Capital Region Water will in no case be responsible for accidents or damages resulting from failure to observe this rule or due to conditions in the distributing pipes, or from the imperfect action of any such valves, or due to such other causes.

5.13 Change in Location of Service Line

The Ratepayer shall pay for the cost of relocation of any Service Line or Service Line Connection made at his/her request or for his/her convenience.

5.14 Replacement of Service Line

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/her 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 Capital Region Water, will lay the new Service Line at the location desired.

5.15 Use of Curb Stops

Curb stops at the curb line shall not be used by the Ratepayer for turning on or shutting off the water supply. The control of the water supply by the Ratepayer shall be by means of a separate stop cock located, in general, just inside the building wall.

5.16 Special Service Lines

Special Service Lines installed shall be installed at the cost of Ratepayer requiring such special Service Lines, and such special Service Lines shall be provided with a Ratepayer Meter paid for by those Ratepayers requiring the service.

6.0 Meters

6.1 General

Capital Region Water will provide and install a Meter for each Property connected to the Water System. The Meter shall remain the property of Capital Region Water, and each Ratepayer will provide a separate Service Line supplying each Property except as otherwise provided herein.

Except as otherwise provided in these Rules and Regulations, water service will be rendered to a Ratepayer solely through a Capital Region Water Meter. A meter will be required for each Property and for each separate Service Line connection supplying the premises, except as otherwise provided herein.

6.2 Size of Meter

Capital Region Water will determine the size and type of each Meter and Backflow Prevention Device, if necessary, to be installed on each Service Line.

6.3 Location

The location for each Backflow Prevention Device, if required, Meter and/or remote reading device will be determined by Capital Region Water.

No fixture shall be attached to, or any branch made in the Service Line between the Distribution Main and the Meter.

In cases where it is not practical to place the Meter within a building, Capital Region Water may require the Property Owner to furnish, inside the property line, a meter pit installed in accordance with Capital Region Water's Standard Specifications and Details at the Ratepayer's cost and expense.

6.4 Installation of Additional Meters

Under certain conditions where there is a demand or necessity for more than one Meter, Capital Region Water may, at its option, install a battery of two or more Meters on the one Service Line. Such installations shall be properly valved by the Ratepayer and at the Ratepayer's cost and expense to control or cut any single Meter out of service and permit its removal without interruption of service through the remaining Meter or Meters. In cases where Meters are so installed, charges will be calculated separately for each additional Meter but set forth in one bill.

6.5 Maintenance of and Care and Responsibility for Meters

Capital Region Water will monitor Meter function, inspect the condition of Meters, and replace Meters or cause the Ratepayer to replace Ratepayer Meters, as required. If Capital Region Water determines;

- A. That the Meter has been damaged by freezing or negligence, other than negligence of Capital Region Water

- B. That the Meter has been stolen or removed without the written consent of Capital Region Water, or
- C. That the Meter has been tampered with, Capital Region Water 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, Capital Region Water 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 Capital Region Water. In such cases, Capital Region Water shall compute the water used by taking an average of the water used for the nearest water meter reading period preceding and the meter reading period immediately following the date when the meter was found not to be registering, which amount shall be assumed to be the amount of water used by the Ratepayer during the period in which the meter was found not to have registered. Exceptions will be made when it is demonstrated that the stated method does not provide the correct usage for the period in which the Meter was compromised.

6.6 Meter Tests

Capital Region Water 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.

Should the Ratepayer or Capital Region Water at any time doubt the accuracy or correctness of the Meter measuring water delivered to the Ratepayer's Property, Capital Region Water will, on its own accord or upon a written request of the Ratepayer submitted on the form substantially in the form attached hereto as Appendix D, and if the Ratepayer so desires, in his/her presence or that of his/her authorized representative, make a test of the accuracy of the Meter. When a Ratepayer desires, either personally or through a representative, to witness the testing of a Meter, s/he may require the Meter to be sealed in his/her presence before removal, which seal shall not be broken until the test is made in his/her presence. A fee as set forth in the Rate Schedule shall be paid to Capital Region Water by the Ratepayer requesting such test. When making such request, the Ratepayer shall be deemed to agree to the basis of payment herein specified or as currently in effect.

A report of such tests shall be made to the Ratepayer and a complete record of such tests shall be kept by Capital Region Water. The amount of the fee shall be set forth in the Rate Schedule for the applicable meter size or as determined by Capital Region Water at that time.

Rates for testing Meters which are so located that the cost is out of proportion to the fee specified will be furnished by Capital Region Water after an appraisal has been made to determine the cost. Such fee shall be payable by the Ratepayer in advance.

If a Meter is found to be accurate, no adjustment to the bill shall be made. In the event that Capital Region Water finds that the Meter has either over registered or under registered by 4% or more, the bill shall be corrected and adjusted by Capital Region Water as it may reasonably determine.

6.7 Change in Location of Meters

The Ratepayer shall pay for the cost of relocation of all Meters made at his/her request or for his/her convenience, subject to the written approval of Capital Region Water.

6.8 Seals

No seal placed by Capital Region Water for the protection of any Meter, valve, fitting or other water connection shall be tampered with or defaced. Such a seal shall not be broken except by Capital Region Water or a representative of Capital Region Water. Where the seal is broken, Capital Region Water reserves the right to remove the Meter for testing at the expense of the Ratepayer.

6.9 Leaks

Ratepayers are urged to give careful attention to their plumbing and fixtures and make immediate correction of all leaks. No allowance will be made by Capital Region Water for water used, lost, stolen, or otherwise wasted through the Meter, unless there are unusual circumstances covered by Capital Region Water's Leak Adjustment Policy attached hereto as Appendix K.

6.10 Reading and Registration of Meters

Readings of Meters shall be taken by Capital Region Water at such intervals as determined from time to time by Capital Region Water, 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 as to both the Ratepayer and Capital Region Water, 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 adjustment.

6.11 Access to Meters

Capital Region Water at all reasonable times shall have access to a Ratepayer's Property and to Meters, Service Line Connections and any other property owned by Capital Region Water on the Ratepayer's Property. Such access shall be for the purpose of;

- A. Installing, maintaining, operating, and reading Meters, and
- B. Installing, if necessary, and reading Ratepayer Meters. The failure to permit reasonable access shall be sufficient cause for discontinuance of service.

Should Capital Region Water be unable to obtain such access, as relates to services, the Ratepayer may be notified of his/her default by the leaving of a notice on the Property stating that the Ratepayer must arrange for access for Capital Region Water within thirty (30) calendar days or other special arrangements granted by Capital Region Water. 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 Section 11.4 hereof, unless the Ratepayer has ceased to be in default under the terms of these Rules and Regulations.

For each notice of discontinuance, as provided in the foregoing paragraph, a termination charge shall be imposed as in effect at such time and as set forth in the Rate Schedule. This charge shall be in addition to all charges permitted under these Rules and Regulations.

6.12 Notification Relative to Condition of Meter

The Ratepayer shall notify Capital Region Water of damage to, tampering with, removal of, or nonworking of the Meter, or of the breaking of the seal or seal wire, as soon as s/he is cognizant of such a condition.

6.13 Ready-to-Serve Charge

Every Service Tap is made subject to a fixed ready-to-serve charge, to be billed at such intervals as Capital Region Water shall determine, in accordance with the charges therefor as set forth in the Rate Schedule, without rebate, reduction or proration of such ready-to-serve charge for any period less than the applicable billing cycle. Where more than one (1) Property is furnished service through one (1) Service Tap, the same fixed ready-to-serve charges shall apply for each, and every Property so served. Such ready-to-serve charge shall be non-abatable for a nonuser of water and shall not apply as a credit against consumption charges.

6.14 Provisions Governing Meters Pending Installation of Capital Region Water Meters

Pending delivery and installation by Capital Region Water of a Meter, which Meter shall be the property of Capital Region Water and not of the Ratepayer, the following provisions shall govern Ratepayer Meters, which are the property of the Property owner, installed or utilized in connection with a Property Owner's Service Line.

- A. In General: If the Property Owner's Service Line is two inches (2") in diameter or less, the Property owner shall, at his/her own expense, purchase the Ratepayer Meter from Capital Region Water at the price set forth in Capital Region Water's Rate Schedule and have it installed by a licensed plumber. If the Service Line is greater than two inches (2") in diameter, the Property Owner shall purchase a Ratepayer Meter of a make and size acceptable to Capital Region Water and have it installed by a licensed plumber. The Property Owner's meter shall be accessible to and subject to Capital Region Water's control and maintenance. Meters of the fire service type will not be installed for general service.
- B. Size of Meter: Capital Region Water reserves the right in all cases to stipulate the size and type of each Ratepayer Meter and Backflow Prevention Device, if necessary 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, and reserves the right to impose the charges then in effect for the larger meters.
- C. Location: The location for the Backflow Prevention Device, if required, the Ratepayer Meter and/or remote reading equipment shall be subject to the approval of Capital Region Water, shall be at a convenient and accessible location, shall permit control of the entire supply and shall allow proper protection of the Ratepayer Meter and Backflow Prevention Device, if required, from freezing or other harm.
- D. Installation of Meter: All piping, fittings, valves, Backflow Prevention Devices, gauges, bolts, nuts, meter pit structures, manholes or other accessories or materials, and the labor for installing the same, used in connection with meter settings within the Property line of the Property, shall be at the expense of the Ratepayer. The Ratepayer shall employ for this work the services of a licensed plumber, qualified and approved by Capital Region Water, who shall cooperate with Capital Region Water and install all piping and appurtenances in accordance with the dimensions and requirements for each specific case, so that the Ratepayer Meter or Meters can be properly installed and connected prior to Capital Region Water's inspection and sealing of the Ratepayer Meter or Meters.
- E. Installation of Additional Meter: Capital Region Water, under the conditions described in Section 6.4 hereof which lead to the demand or necessity for more than one meter on a Service Line to provide uninterrupted water service, may, at its option, require the

Ratepayer, at the Ratepayer's cost and expense, to install a battery of two (2) or more Ratepayer Meters on the Service Line. The provisions of said Section 6.4 regarding proper valving of the Ratepayer Meters and the manner in which such charges will be calculated and billed shall be applicable to installations described in this Section 6.14(E).

- F. Termination of Transition Provisions: Upon provision by Capital Region Water to the Ratepayer of a Meter and the installation thereof by Capital Region Water as provided in Section 6.1 hereof, provisions of this Section 6.14 shall no longer apply to such Ratepayer, and the provisions of Section 6, excluding said Section 6.14, shall thereafter apply.

7.0 Service

7.1 Termination of Service

- A. By Ratepayer: Any Ratepayer may terminate service with Capital Region Water by giving written notice to Capital Region Water and allowing Capital Region Water 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 his/her Request for Water Service until Capital Region Water has received written notice and the Ratepayer has made arrangements with Capital Region Water to shut the water off and the termination of service has taken effect as stated above.
- B. Capital Region Water may notify a Ratepayer and terminate service to a Property after notice for any of the following actions taken by the Ratepayer:
- i. Nonpayment of an undisputed delinquent account;
 - ii. Failure to comply with the material terms of a payment arrangement;
 - iii. Failure to complete payment of a deposit or provide a guarantee of payment; or
 - iv. Failure to permit access to meters, service connections, or other property of Capital Region Water for the purpose of replacement, maintenance, repair, or meter reading.
- C. Prior to terminating service under subsection B, Capital Region Water:
- i. Shall provide written notice of the termination to the Ratepayer at least ten (10) days prior to the date of the proposed termination.
 - ii. Shall attempt to contact the Ratepayer or occupant to provide notice of the proposed termination at least 48-hours prior to the scheduled termination.

- D. Discontinuance of service for nonpayment shall occur in accordance with the Collections Policy as furnished by Capital Region Water and substantially in the form attached hereto as Appendix L.
- E. Capital Region Water may immediately terminate service for any of the following actions by the Ratepayer:
 - i. Theft or unauthorized use of the Service delivered on or about the affected Property;
 - ii. Fraud of Ratepayer's identity or misrepresentation in the Request for Water Service;
 - iii. Tampering with meters or interference with other Capital Region Water equipment; or
 - iv. Any condition which may endanger public health, safety, or welfare or the integrity of the Water System.
- F. Upon termination, Capital Region Water shall make a good faith attempt to provide a post termination notice to the Ratepayer or responsible person at the affected Property. This may include conspicuous posting of the notice.

7.2 Restoration of Service After Termination

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 the Collections Policy and associated Rate Schedule or these Rules and Regulations.

7.3 Turn-Off Without Authorization

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 Capital Region Water.

7.4 Suspension of Service Due to Emergency

Capital Region Water 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. Capital Region Water will use all reasonable and practical measures to notify the Ratepayer of such discontinuance of service. In such cases, Capital Region Water shall not be liable for any damage or inconvenience suffered by the Ratepayer or any claim against it at any time for interruption in service, lessening of the supply, inadequate pressure, poor quality of water or for any other causes beyond its control. Such temporary shut-off of the water supply shall not entitle the

Ratepayer to any abatement or deduction in or from the water service charges, nor the refund of any portion of such service charges paid in advance during or for the time of such shut-off. When a supply of water is to be temporarily cut off, notice shall be given, when practicable, to all Ratepayers affected by the shutting off, stating the probable duration of the interruption of service and also the purpose for which the shut-off is made. Nothing contained in these Rules and Regulations, however, shall be construed as a guarantee, covenant or agreement of Capital Region Water to give notice of any shut-off due to emergencies or otherwise.

7.5 Reserve Supply

Capital Region Water shall always have the right to reserve a sufficient supply of water in its storage facilities to provide for fire and other emergencies, or may restrict, ration, or regulate the quantity of water used by Ratepayers in case of scarcity or whenever the public welfare may require it.

8.0 Public Fire Service

8.1 Request for Fire Hydrant and Location

A written Request for Fire Hydrant Installation prepared on the form furnished by Capital Region Water and substantially in the form attached hereto as Appendix E must be submitted by any municipality that is served water by Capital Region Water, for the purpose of requesting the installation of a public fire hydrant, said Request shall be signed and sealed by duly authorized officials of the municipality.

The Request for Fire Hydrant Installation shall be accompanied by a site plan indicating the proposed location in plan and elevation of each fire hydrant on the public highway or public property. Sufficient topographical information shall be furnished to Capital Region Water for a determination as to proper service specific to the requested site.

Capital Region Water will determine whether proper service can be furnished at the fire hydrant under normal and ordinary conditions, subject to the size of the existing Distribution Main, to the sizes of the lines in the surrounding distribution system, to the available pressures and to such other factors. The municipality will be advised relative thereto. Capital Region Water shall be under no duty or obligation to determine, independent of any request, the need for fire hydrants.

The entire cost of material, construction and installation of the fire hydrants shall be paid by the municipality requesting same.

A fire hydrant installation shall be in accordance with the approved site plan and specifications and in compliance with Capital Region Water's Standard Specifications and Details.

Each fire hydrant will be subject to the applicable ready-to-serve charge, set forth in the Rate Schedule.

8.2 Maintenance

Fire hydrants will be maintained by Capital Region Water at the cost and expense of the municipality wherein the fire hydrant is located, including the cost and expense for repairs necessitated by carelessness or negligence of the employees of the particular municipality or the fire department thereof and repairs necessitated by vehicular accidents and other damage caused by the public.

8.3 Allowable Use

Only persons authorized by Capital Region Water shall utilize water from any public fire hydrant or hose plug, except for fire purposes or for the use of the fire department in case of fire. The use by a municipality or of any Person of a public fire hydrant for any purpose other than fire purposes, e.g., sprinkling streets or flushing sewers or gutters, is permissible only upon receipt from Capital Region Water of a permit allowing such use. To obtain a permit, the municipality must submit a Request for Fire Hydrant Use to Capital Region Water substantially in the form attached hereto as Appendix F, subject to the permit fees for hydrant use set forth in the Rate Schedule. The municipality's receipt of a permit entitles it to use a designated public fire hydrant located within said municipality for designated non-fire-related purposes for the calendar year in which said permit has been issued. Capital Region Water may revoke a permit at any time. If prior approval for installation of a public fire hydrant or hydrants has not been granted and such fire hydrant or hydrants are used by a fire department, municipality, or any others, such party or parties shall notify Capital Region Water of such use immediately in order to allow Capital Region Water to check the condition of the hydrant or hydrants. Unauthorized use shall be subject to fees for hydrant use set forth in the Rate Schedule.

8.4 Change of Location

Whenever a municipality desires a change in the location of any fire hydrant, Capital Region Water, upon written request to do so, will make such a change if determined feasible, at the expense of the municipality so requesting, subject to the right of Capital Region Water to refuse such location because of size of the Distribution Main and existing hydraulic conditions of the distribution system.

8.5 Inspection

Upon request of the duly authorized officials of any municipality, Capital Region Water will make inspections at convenient times and at reasonable intervals to determine the condition

of the fire hydrants, such inspections to be made by a representative of Capital Region Water and a duly authorized representative of the municipality.

9.0 Private Fire Service

9.1 Request for Private Fire Protection Service

A written Request for Fire Protection Service prepared on the form furnished by Capital Region Water and substantially in the form attached hereto as Appendix G must be submitted to Capital Region Water for the purpose of requesting a special fire connection for private fire protection service, or for the change, alteration, addition or deduction to any existing private fire protection system, said Request to be signed by the Owner of the Property or his/her duly authorized agent, said Request to be subject to such permit and inspection fees set forth in the Rate Schedule and such terms and conditions as are hereinafter set forth and included herein. The Request, together with the Rules and Regulations of Capital Region Water, shall regulate and control the furnishing of such services to such Property. Such Request must be submitted at least two (2) months before the Service Line Connection is required.

The Request shall be accompanied by an accurate site plan sealed by a registered professional engineer indicating the proposed fire protection system or any change, alteration, addition or deduction to any existing private fire protection system and appurtenances and indicating any other water supply system and appurtenances which may exist on the Property. No fire protection facilities utilizing service from the Capital Region Water shall be installed or altered without a permit from Capital Region Water. Said fire protection facilities shall include all pumping and/or mechanical means of taking water from Capital Region Water system, storage stands and all appurtenances for a complete and operational fire protection system in accordance with the latest revision of the National Fire Code.

9.2 Information on Request

Each Requester for a special connection to be used for private fire protection will be required to sign a form or forms provided by Capital Region Water, as previously set forth, 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, if applicable, of the Property.
- C. The location of the Property to be served, including the name of the street, the lot number, the municipal subdivision, and the general location.
- D. The date on which the Requester will be ready for service.

- E. Whether the Property has ever before or is now being furnished water service or has ever before been given a special connection by Capital Region Water.
- F. The number, type and location of the fixtures, sprinklers, devices, fire hydrants, pumps, storage reservoirs and other openings that will be attached to the Service Line extending into and throughout the Property, or any change, alteration, addition, or deduction to any existing private fire protection system.
- G. The size of the service.
- H. The address of the Owner and the address to which bills are to be mailed or delivered.
- I. Whether the Requester is an Owner of or agent for the Property.
- J. An agreement to abide by the Rules and Regulations of Capital Region Water.
- K. Product and material data sheets are required with the Fire Protection Service Request.
- L. Such other information as Capital Region Water may reasonably request.

9.3 Approval of Request

Capital Region Water will evaluate each Request and reserves the right to refuse or approve the request subject to the installation of adequate storage facilities and related appurtenances on the Property.

9.4 Terms and Conditions

The approval of a Request and furnishing water for private fire protection shall be subject to the terms and conditions stated herein and any other additional terms and conditions as deemed necessary by Capital Region Water:

- A. Capital Region Water, shall have the right to enter Property for the purpose of making inspections deemed necessary, including attaching any testing device to ascertain the condition of the Service Line and appurtenances.
- B. The Service Line from the Distribution Main, including the valve box and control valve and all other pipes, fixtures, and appurtenances, shall be installed and maintained by the Requester in accordance with the requirements set forth in the Rules and Regulations relative to Service Line installation and maintenance. In such instances where the Service Line is approved to provide fire protection service and other metered service, always being subject to a design satisfactory to Capital Region Water, the control valves on the Service Line may be installed on the Property at approved locations.

- C. Capital Region Water may install at the Requester's expense, or have installed by the Requester, a detector device on the Service Line contemplated by the Request at such location as may be determined by Capital Region Water. Such detector device shall be maintained by the Requester and shall be subject to the provisions of the Rules and Regulations of Capital Region Water.
- D. All fixtures and openings except control valves shall be kept closed and sealed and shall not be used except during times of fire or for testing of the suppression system. Upon the extinguishment of each fire, the Requester shall immediately notify Capital Region Water so that said fixtures and openings can again be closed and sealed.
- E. The Requester agrees Capital Region Water shall not be considered in any manner an insurer of property or persons, or to have undertaken to extinguish fire or to protect any person or property against loss or damage by fire or otherwise.
- F. The Requester does not contemplate uses of fixtures other than stated in the Request. If a supply of water for use other than extinguishment of fire is desired by the Requester, then same shall be taken only through a Service Line separately connected with the Distribution Mains of Capital Region Water and not connected directly or indirectly with the Service Line for private fire protection service contemplated by the Request. Capital Region Water may consider approval of alternate designs contrary to this condition in the case of public bodies, schools, and public institutions. Any waste of water or use of water for purposes other than the extinguishment of fire or required testing of the suppression system through the connection for private fire protection service shall be deemed a violation of the terms and conditions of the Request and the Rules and Regulations of Capital Region Water.
- G. The rights and obligations of the Requester shall be subject to the Rate Schedule and Rules and Regulations of Capital Region Water that now exist, or which may hereafter be adopted.
- H. Upon acceptance of the Request and the installation of the Service Line Connection Capital Region Water's contemplated in the Request, service shall be provided and deemed available to the Ratepayer and shall continue as such until canceled by written notice, fifteen (15) days in advance, given by the Requester to Capital Region Water.
- I. Capital Region Water has the right to terminate private fire protection or disconnect the Service Line, in accordance with the provisions of Section 11.4 for failure to pay any bill when due or for any violation of the terms and conditions of the Request, or any other provision of the Rules and Regulations of Capital Region Water. Capital Region Water shall in no way be liable for loss or damage by fire to the Property attributable to the discontinuance of service. In emergencies, Capital Region Water has the right, without

notice, to shut off all or any part of its facilities and discontinue service when deemed necessary for the purpose of making any repairs, alterations, additions or to prevent possible contamination through cross-connected facilities of the Requester or to prevent negligent or willful waste of water through the facilities of the Requester.

9.5 Ready-To-Serve Charge and Billing Therefor – Private Fire Service Connections

For the provision of water for private fire protection, Capital Region Water will impose a ready-to-serve charge as set forth in the Rate Schedule. The ready-to-serve charge for private fire lines will be billed at such frequencies as Capital Region Water shall determine, without rebate or reduction of the ready-to-serve charge set forth in the Rate Schedule for any period less than the applicable billing period.

9.6 Meter Requirements – Private Fire Service Connections

Meters and/or detector check valves shall be purchased by the Ratepayer and installed on connections providing service for fire protection, subject to determination by Capital Region Water. Metering equipment shall be provided in accordance with Capital Region Water's Standard Specifications and Details. Such connections shall be used exclusively for private fire protection service. If the Ratepayer is found in violation of the provisions of these Rules and Regulations controlling such service, in such instances where a detector check or equal installation was not required by Capital Region Water, Capital Region Water reserves the right to discontinue such service or, at its option, to install a fire Meter and small bypass Meter, the cost of such Meters, all piping, valves, fittings and appurtenances relative thereto, and the structure for housing the Meters, to be paid for by the Ratepayer. The determination by Capital Region Water of the size of the Meter, not to exceed the diameter of the Service Line supplying the service, shall be adhered to by the Ratepayer.

Water used for extinguishing fires shall be subject to no charge, provided that notice be given within ninety (90) days to Capital Region Water after such use so that the Meter may be read promptly. In the absence of such notice to Capital Region Water, metered water used for extinguishing fires or for any other purpose other than private fire protection service shall be paid for in accordance with the regular metered rates as set forth in the Rate Schedule, subject to the applicable ready-to-serve charge and other water charges.

9.7 Installations Serving Dual Purposes

Wherever in existing private fire protection systems the Service Line to a Ratepayer serves both domestic or industrial use and also private fire protection service use, the ready-to-serve charge imposed shall be ascertained according to the size of the Service Line connected directly to the Distribution Main, notwithstanding that a connection line of smaller size directly serves such private fire protection system. This Section shall not govern the calculation of a

ready-to-serve charge imposed on a Single-Family Dwelling Unit which is required to have installed therein a fire sprinkler system, as described in Section 11.2 hereof; in such instance, the ready-to-serve charge shall be calculated in accordance with the provisions of said Section 11.2.

9.8 Connection Regulations

Except as otherwise approved by Capital Region Water, no Service Line for private fire protection shall be installed by connecting the same with the Service Line of a Ratepayer serving domestic or industrial uses of such Ratepayer. However, a Service Line for domestic or industrial use may be installed by the Ratepayer by connecting the same with the Service Line of any Ratepayer servicing the private fire protection system of such Ratepayer, subject to the following conditions:

- i. Such installation is made in conformity with the applicable City of Harrisburg building codes and Rules and Regulations of Capital Region Water; and
- ii. Separate shut-offs and Meters for the Service Line servicing the private fire protection system and for the Service Line for the domestic or industrial use are approved and installed in accordance with the Rules and Regulations and Capital Region Water's Standard Specifications and Details.

9.9 General Conditions - Private Fire Hydrants

Private fire hydrants installed on a separate fire service main, subject to all the foregoing requirements, shall be subject to the applicable ready-to-serve charge set forth in the Rate Schedule subject to a special Request and to the provisions of these Rules and Regulations controlling such service.

Upon approval by Capital Region Water of a Request of a private party for a private fire hydrant which is to be located in a public street or thoroughfare, said hydrant, with service connection, will be installed and maintained at the expense of the Requester.

When a hydrant is to be located within the yard of the Ratepayer's Property, the entire installation, from the Distribution Main to and including the hydrant, shall be installed, and maintained by the Ratepayer.

Such connections, where approved, shall be used solely for the extinguishment of fire, except upon written approval of Capital Region Water. Any violation of this provision shall be cause for discontinuance of the service.

The listed rate for each private fire hydrant shall apply regardless of whether the installation is made by Capital Region Water, at the expense of the Ratepayer, or by the Ratepayer.

9.10 Cost of Fire Service Connection

All Service Line Connections for private fire protection service, shall be installed by Capital Region Water, at the expense of the Ratepayer, upon Capital Region Water's approval of the construction and installation of the private fire protection system.

9.11 Usage Governed by Other Provisions of Rules and Regulations

Except as specifically provided in this Section, the supply of water by Capital Region Water to private fire protection systems, the exercise of remedies by Capital Region Water for nonpayment of the ready-to-serve charges, consumption charges, if applicable, and other water charges provided for herein, and the use of water for private fire protection systems by Ratepayers shall be governed by and be subject to all applicable provisions of these Rules and Regulations.

10.0 Responsibility for Fire Service

10.1 Responsibility for Service

It is agreed by the parties receiving public fire service, private fire protection service, or any other service that Capital Region Water does not assume any liability for injury or damage to persons or property and that Capital Region Water's consent to provide such services does not guarantee any special service, pressure, capacity or facility other than that which can be supplied by the ordinary and changing operating conditions of Capital Region Water, as the same exist from day to day. It is agreed by the parties receiving service that Capital Region Water shall be free and exempt from any and all claims for injury or damage to persons or property by reason of fire, water, failure to supply water pressure or capacity.

11.0 Bills, Payment, and Termination of Service

11.1 Place of Payment

All bills are payable, per the instructions contained on the bill, at the Customer Services Center, or any pay agency as may be designated from time to time by Capital Region Water. Methods of payment may include electronic transfer, mailing envelopes to a lock box, and in-person payment.

11.2 Basis for Preparation of Bills

All bills for services furnished by Capital Region Water will be based on the published Rate Schedule of Capital Region Water. Except as otherwise provided herein and in the Rate

Schedule, all bills shall be rendered and are due and payable monthly or quarterly at the option of Capital Region Water.

Except as otherwise provided herein, each Property will be subject to a fixed ready-to-serve charge for each Service Tap. Such charge shall be billed monthly or quarterly, at the option of Capital Region Water, based on the size of the Service Tap and in accordance with the Rate Schedule; provided that, if a Property which constitutes a Single Family Dwelling Unit has installed therein a fire sprinkler system, and the Service Line to such Property is sized to serve both domestic use and the fire sprinkler system, the ready-to-serve charge shall be calculated by Capital Region Water based on the size of the Service Line and Service Tap that would have been required to provide domestic service alone to the Property. Such ready-to-serve charge shall be non-abatable for a nonuser of water. In the case of fractional bills covering less than the applicable billing period, the ready-to-serve charge for such period shall not be prorated. The charges for the use of water will be in accordance with the charges as set forth in the Rate Schedule.

In cases where (i) Capital Region Water is unable to obtain a valid meter reading for a period of time exceeding one (1) calendar quarter, and (ii) different rates were in effect during said time period, charges for water consumption during said time period shall be calculated as follows: Capital Region Water shall first determine the amount of water consumed during said time period, and shall prorate such consumption, based upon the number of days during said time period each different rate was in effect, to each such different rate, and shall calculate the consumption charge by multiplying the prorated amount of water consumed by the applicable rate.

In cases where a valid meter reading was not obtained for six (6) or more years and/or a Service Tap was in existence but ready-to-serve charges were not billed for six (6) or more years, charges for such consumption and/or ready-to-serve charges will be assessed for a period of six (6) years as provided by the statute of limitations set forth in 53 P.S. §7251.

The charges for temporary service and other miscellaneous service shall be as set forth elsewhere herein and/or in the Rate Schedule.

11.3 Bills Rendered and Due

It is the policy of Capital Region Water to collect all amounts due for water service. All practical action will be taken to collect such amounts in accordance with the Collection Policy as furnished by Capital Region Water and substantially in the form attached hereto as Appendix L.

Capital Region Water may provide financial relief for income-qualified Ratepayers receiving Residential Service. Residential Ratepayers must meet the low-income criteria of annual

household income at or below 150% of the Federal Poverty Level as demonstrated by proof of program eligibility. A Residential Ratepayer who meets the eligibility criteria should complete the Credit Assistance Program Request as furnished by Capital Region Water and substantially in the form attached hereto as Appendix H. Eligible Ratepayers may need to provide current proof of eligibility annually.

Except as otherwise provided herein, bills will be rendered monthly or quarterly at the option of Capital Region Water and are due upon receipt and payable within the number of days indicated on the bill. Acceptance or remittance of bills on the last day of this period shall be determined as evidenced by the postmark of the United States Post Office. Payment of the bill after the expiration of the allowable period will incur such penalty being added to the bill as is in effect from time to time.

If bills are not paid within the required period, service may be terminated as provided in Section 11.4 hereof.

If service is thus discontinued it will not be restored until all unpaid bills and charges, including the termination and restoration fees set forth in the Rate Schedule, are paid or satisfactory arrangement is made for such payment.

Capital Region Water shall mail or deliver the bills and notices to the Ratepayer at the address given in the Request for Water Service for service unless the Ratepayer notifies Capital Region Water of a change in address. Failure to receive bills will not be an excuse for nonpayment.

Any check received by Capital Region Water in payment of any bill due to Capital Region Water, which check is returned unpaid by the drawee bank for any reason, shall be charged against the account involved and, in addition, charges shall be made against said account for cost of handling and for any other costs involved, such charges as may be determined from time to time.

11.4 Involuntary Termination of Water Service

Termination of water service for any reason other than a voluntary request by the Ratepayer shall be performed by Capital Region Water in accordance with these Rules and Regulations.

11.5 Voluntary Termination of Water Service

If the Ratepayer desires to terminate water service, the Ratepayer must submit to Capital Region Water the form requesting service termination substantially in the form attached hereto as Appendix B. If the Ratepayer does not have any Tenants occupying or residing at the Property for which the Ratepayer is requesting the termination of water service, the Ratepayer shall submit to Capital Region Water the form requesting termination no less than ten (10) days prior to the date of requested termination. If Tenants occupy or reside at the Property

for which the termination of water service has been requested, Capital Region Water may terminate water service in accordance with all applicable laws.

11.6 Capital Region Water to File Liens and Assumpsit Actions

Capital Region Water reserves the right to file liens and actions in assumpsit to collect from delinquent accounts amounts which are due and payable to Capital Region Water. Capital Region Water reserves the right to impose and collect attorneys' fees and costs where allowable.

11.7 Landlord/Tenant Situations

The Owner of a residential rental property having legal title to such property shall be liable for the payment of water and ready-to-serve charges assessed against such property. If any property is to be sold and conveyed under a sales agreement which is not recorded at the Dauphin County Recorder of Deeds office, the Owner holding legal title to such property is liable for the water and ready-to-serve charges assessed against such property.

12.0 Cross Connections and Interconnections

12.1 Purpose and Intent

A Cross Connection Control ("CCC") Program seeks to isolate within a Ratepayer's private water distribution system or systems, such contaminants or pollutants which could backflow into the water distribution system of Capital Region Water. It is the intent of this regulation in accordance with Capital Region Water's Cross Connection Control Manual to provide for the maintenance of a continuing program of cross connection control which will systematically and effectively prevent contamination or pollution of the water distribution system of Capital Region Water. Capital Region Water may administer a CCC program with its own employees or under contract with an authorized vendor experienced with CCC work.

Cross Connections and Interconnections must be installed and maintained in accordance with the Cross-Connection Control Manual. Copies of the Cross Connection Control Manual are available at the Customer Services Center during regular business hours.

13.0 Regulations for Special Service and Deduct Meters

13.1 General

The provisions of this Section 13 shall apply to requests for special service where the water, once used on the premises, does not go down the drain or otherwise connect to the local sewer collection system. For example, water-cooled equipment installed on Property for the

purpose of reducing the dry-bulb temperature or decreasing the absolute humidity of air, whether for comfort, air conditioning, refrigeration, processing, or whatever other purposes, may qualify as such a special service.

13.2 Air Conditioning/Refrigeration

Any Ratepayer who desires to place into operation or use any equipment for air conditioning or refrigeration which requires a supply of water from the Water System must, at the Ratepayer's cost and expense, submit to Capital Region Water a Request for Air Conditioning/Refrigeration on the form furnished by Capital Region Water and substantially in the form attached hereto as Appendix I for the purpose of requesting a permit for such installation. The fee for such permit shall be as set forth in the Rate Schedule. In addition to the permit fee, the permit requester shall pay the initial inspection fee, if any, as set forth in the Rate Schedule. For each additional inspection required, an additional charge shall be made, as set forth in the Rate Schedule.

13.3 Water Use and Conservation

Systems with a capacity in excess of two and one-half (2½) tons per twenty-four (24) hours shall not use water directly (or indirectly, except when used with conservation equipment) from the public supply. All such systems shall be equipped with evaporative condensers, cooling towers, spray ponds, or other water conservation equipment, unless otherwise approved, the piping in connection therewith to be arranged so as to prevent any back siphonage into the Water System. Systems with a total capacity not exceeding two and one-half (2½) tons per twenty-four (24) hours may use water directly from the Water System at a rate not exceeding two (2.0) gpm per ton if the water temperature is seventy-five (75) degrees Fahrenheit or less, or three (3.0) gpm per ton if it is above seventy-five (75) degrees Fahrenheit provided they are equipped with an automatic regulating valve which will (a) stop the flow of water when the refrigerating machine is shut down, and (b) throttle the flow of water down to the momentary requirements of the System. This equipment shall be of sufficient capacity to ensure conformance with the requirements in the following table for make-up water when operating under full loading at maximum summer temperatures:

Maximum Allowable Water Use	
Water Hardness	Maximum Use
ppm	gpm/ton
000-139	0.10
140-199	0.15
200-254	0.20
255-339	0.30

Maximum Allowable Water Use	
Water Hardness	Maximum Use
ppm	gpm/ton
340-424	0.40
425 and over	0.50

13.4 Sewer Deduction

Any Ratepayer who wishes to install a deducting meter must, at the Ratepayer's cost and expense, submit to Capital Region Water a Request for Sewer Deduction on the form furnished by Capital Region Water and substantially in the form attached hereto as Appendix J for the purpose of requesting a permit for such installation. The fee for such permit shall be as set forth in the Rate Schedule. The Ratepayer is responsible for ownership and installation of the deducting meter as approved by Capital Region Water. Associated maintenance and replacement costs are the responsibility of the Ratepayer. Such meters shall be installed by a licensed plumber and at the Ratepayer's cost and expense. In addition to the permit fee, the sewer deduction permit requester shall pay the initial inspection fee, if any, as set forth in the Rate Schedule. For each additional inspection required, an additional charge shall be made, as set forth in the Rate Schedule.

13.5 Discontinuance of Service

Failure to comply with these regulations shall be sufficient cause to discontinue water service. Capital Region Water may exercise the right to refuse to issue permits to anyone who is guilty of a prior violation of these Rules and Regulations.

14.0 General

14.1 Inspection

Authorized employees of Capital Region Water, properly identified, shall have access to the Ratepayer's Property at all reasonable hours, for the purpose of: 1) turning the water on or off; 2) inspection, repair and/or replacement of Service Lines and Service Line Connections; 3) inspections, setting, reading, repairing, replacing and removal of Meters; 4) inspection of construction performed by anyone other than Capital Region Water; and 5) for all other justifiable purposes.

Capital Region Water shall have the power to make such excavations as are required for the proper execution of the work.

14.2 Repairs of Leaks or Breaks

- A. It shall be the duty of the Owner of the Property to repair all leaks or breaks that may occur in the Service Lines supplying their respective Property as soon as possible, but no later than seventy-two (72) hours after service of notice to do so by Capital Region Water. The notice shall be considered properly served when left with an adult person residing upon the premises.
- B. If any Owner fails, refuses or neglects to comply with the notice hereinbefore mentioned, Capital Region Water shall proceed forthwith to make or have made the necessary repairs and collect the costs thereof from the Owner of the Property. Capital Region Water shall also have the right to shut off the water supply to such premises until the repairs are made or the cost thereof is paid by the Owner of the Property.
- C. Notwithstanding anything contained in Section 14.2(A) or (B) above, if Capital Region Water determines that such leaks or breaks occurring in the water service pipes create a threat of imminent danger to any part of the Water System, Capital Region Water shall have the right to terminate water service to the Property where such leak or break has occurred. Such notice of termination of service shall be served along with the notice described in Section 14.2(A) above and in the manner described in said Section 14.2(A).

14.3 Fluoridation Authorized

Capital Region Water is hereby authorized to provide for and to cause the public water supply of the Service Area to be fluoridated and to acquire the necessary equipment and supplies and obtain approval of the appropriate public authorities in order to carry into effect the provisions of this Section 14.3.

14.4 Interference with Capital Region Water's Property

No workman, Owner, tenant or other unauthorized person shall turn the water on or off at any corporation stop or curb stop or break the seals, disconnect or remove the Meter, or otherwise interfere with Capital Region Water's property or the water supply facilities. For unauthorized operation of a street valve, curb stop, service cock or other service connection, the person owning the Property served by the respective Service Line shall be required to pay any costs required in connection with damage to, reinspection of, or service in connection with these facilities and estimated costs of the water consumption resulting from such unauthorized operation.

14.5 Only Rules Binding

In the absence of a written agreement with an Officer of Capital Region Water, no agent or employee of Capital Region Water shall have authority to bind Capital Region Water by any promise, agreement or representation that is inconsistent with these Rules and Regulations.

14.6 Service of Notices

All notices and bills relating to Capital Region Water, or its business shall be deemed to have been properly served if left with an adult individual at the Property of the Ratepayer or if mailed to the Ratepayer, directed to, or left at his/her address as shown on the records of Capital Region Water. Failure on the part of the Ratepayer to receive a notice or a bill following proper service by Capital Region Water shall not excuse the Ratepayer for payment of all amounts due, including penalties for late payment.

Capital Region Water will send all such notices and bills to the address given on the Request for Water Service for water service until a notice of change, in writing, has been filed with Capital Region Water by the Requester.

All notices of a general character, affecting or likely to affect a large number of Ratepayers, shall be deemed to have been properly given or served if advertised in the newspaper designated by Capital Region Water.

14.7 Complaints

Complaints relative to the character of the service furnished or the reading of meters or of bills rendered must be made in writing and delivered to the main office of Capital Region Water.

14.8 Service Not Guaranteed

Nothing in these Rules and Regulations, nor any representation, verbal or written, of Capital Region Water shall be taken or construed in any manner to be or constitute a guarantee to furnish a given quantity of water through any Service Line 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.

Capital Region Water shall have the right to temporarily shut off the water supply in the case of breaks, emergencies, or for any other cause, in order to make necessary repairs, connections and do such other work. In such cases, Capital Region Water shall not be liable for any damage or inconvenience or any claim for interruption of service, lessening of supply, inadequate pressure, poor quality of water, and/or such other results.

14.9 Ground Wire Attachments

All Ratepayers are forbidden to attach any ground wire or wires to any plumbing piping which is or may be connected to a Service Line Connection or Distribution Main belonging to Capital Region Water, and Capital Region Water will hold the Ratepayer liable for any harm occasioned by such ground wire attachments.

14.10 Water Hammer

No use of water will be permitted which may or does cause water hammer, pressure surge, or hydraulic shock.

14.11 Swimming Pools, Whirlpools and Similar Devices

Capital Region Water may exercise the right to require that the filling of swimming pools, whirlpools and other similar devices and other work relative thereto shall be subject to the approval of Capital Region Water, notice thereof to be given by a Ratepayer requesting approval for the filling of a swimming pool, whirlpool, or other similar device for such approval at least seventy-two (72) hours in advance of such action.

The filling of swimming pools shall, in general, be subject to the following:

- A. The rate of filling shall not be excessive and/or cause any disturbance or serious pressure drop in the existing Water System and be subject to approval of Capital Region Water.
- B. The lines extending to and around the swimming pool shall be thoroughly flushed to waste until the water is clear and, if necessary, the water shall be passed through the pool filters prior to discharge into the pool or pools. The pool shall be thoroughly flushed and cleaned before closing of the drain valves.
- C. No chlorine shall be applied to the pool water during the initial filling, except ahead of the filters, and the filter and recirculating systems shall be maintained in constant use during filling. The Owner and/or operator must accept full responsibility for causing, through the use of chlorine, the precipitation of iron and manganese and such other constituents, and possibly causing discoloration of the water.
- D. No swimming pool shall be filled except through a metered connection unless otherwise approved.
- E. There shall be an Approved Backflow Prevention Device on all swimming pool fill lines or a visible air gap.

14.12 Miscellaneous Work and Services Furnished by Capital Region Water

The cost of repair and/or restoration of Capital Region Water facilities damaged due to the actions of others, including the cost of lost water, shall be paid for by those responsible therefor.

The foregoing work and any miscellaneous services furnished by Capital Region Water, except as otherwise set forth herein, shall be determined on the basis of cost. All bills for such work and services furnished by Capital Region Water shall be rendered by Capital Region Water and be due and payable within thirty (30) calendar days after the date of presentation. Acceptance or remittance of such bills on the last day of this thirty (30) day period shall be determined as evidenced by the postmark of the United States Post Office.

Payment of such bills after expiration of the thirty (30) day period will incur a penalty in effect at such time, and as may be modified from time to time.

Capital Region Water, if necessary, will take appropriate legal action to recover all moneys due if payment is not made to Capital Region Water.

14.13 Availability of Rules and Regulations

Copies of these Rules and Regulations may be obtained at the Customer Service Center of Capital Region Water for \$5.00 per copy. Copies are available for review at the Customer Service Center during regular business hours. These Rules and Regulations shall also be available at capitalregionwater.com.

15.0 Water Main Extensions

15.1 General

The extension of water mains from the Water System of Capital Region Water shall be in accordance with the following rules and regulations. All extensions shall be connected to Distribution Mains owned by Capital Region Water, unless otherwise approved.

15.2 When Extension Is Required

A water main extension shall be required by Capital Region Water in each of the following instances:

- A. For the furnishing of water service to an individual Property whose Property line does not abut a Distribution Main installed in a public or private right-of-way and owned by Capital Region Water.

- B. For the furnishing of water service to a group of individual Properties whose Property lines do not abut Distribution Mains installed in a public or private right-of-way and owned by Capital Region Water.
- C. For the furnishing of water service to a group of Properties located within the limits of a recorded plan of lots where the developer of the plan is desirous of obtaining such service for the lots.
- D. For the furnishing of public or private fire protection service to a municipality or a private individual, firm or corporation or others requesting such service where no Capital Region Water-owned mains are installed in public rights-of-way, or where existing Capital Region Water-owned mains are not capable of producing the requested fire flows.
- E. For the furnishing of a requested quantity of water service for a Property or group of Properties which is beyond the capability of the existing Capital Region Water system in the area where service is required.
- F. Such other similar circumstances as Capital Region Water in its discretion may deem necessary.

15.3 Limit of Extension

The extension of a water main shall include the entire quantity of pipeline and appurtenant facilities required to conduct the supply of water from the end of the existing distribution system of Capital Region Water to and across the entire frontage of the last Property for which the Owner has requested water service.

Where an individual Property for which service is requested is situated on land having extensive frontage on the public right of way, the limit of the required extension shall be based on the minimum frontage required for a buildable lot as set forth in the zoning code of the municipality in which the Property is located, but no less than the midpoint of the frontage.

15.4 Request for Extension

A written Request for Extension must be submitted to Capital Region Water for the purpose of requesting approval of a water main extension and water service therefrom, said Request for Extension to be accompanied by plans and specifications indicating the proposed location of said extension and other pertinent conditions, said Request for Extension 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. Capital Region Water's review of the Request for Extension, together with the Rules and Regulations of Capital Region Water,

shall regulate and control the installation of water main extensions and the furnishing of water service therefrom.

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 extension, 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 Capital Region Water to review and approve the plans. Capital Region Water must give its written approval of the plans prior to commencement of any construction of the extension.

Persons requesting water main extensions shall be furnished a preliminary estimate of extension cost. At the time the estimate is furnished, the person requesting a water main extension shall be required to submit a Preliminary Engineering Deposit Agreement which will cover the conditions under which the extension will be prosecuted. At the time the agreement is executed, the Requester shall be required to deposit with Capital Region Water by certified or cashier's check fifteen (15) percent of the preliminary estimate cost to cover all preliminary expenses incurred by Capital Region Water in prosecuting the extension. The water main extension must be dedicated to Capital Region Water prior to the provision of water service through that main.

15.5 Extension Procedure

All extensions of water mains will be constructed either by Capital Region Water or by the requester, subject to Capital Region Water's review and approval, the person or persons requesting the extension to be responsible for the payment of the total cost.

Water main extensions required to serve residential, commercial, industrial or lot plan developments shall be designed either by Capital Region Water or by the requester, subject to Capital Region Water's review and approval, and shall comply with the following conditions:

- A. All extensions shall be located on dedicated streets or on rights-of-way dedicated for public use. Where required rights-of-way are not recorded, Capital Region Water shall be provided with a written right-of-way suitable for recording.
- B. All extensions shall be designed in such manner as will permit future extensions thereof with rights-of-way dedicated therefor whenever applicable.
- C. All water mains shall be constructed in complete accordance with Capital Region Water's Standard Specifications and Details.
- D. If Capital Region Water undertakes construction of the water main extension, the Owner shall post with Capital Region Water under written agreement an amount sufficient to pay

for the water main extension. Capital Region Water shall, pursuant to State statute, bid said work in the name of Capital Region Water and award the contract for installation to the lowest responsible bidder. Capital Region Water reserves the right to require and request a predetermination as to qualifications of any contractor requesting to bid for said work, and to require evidence by same of any prior experience in work of a similar nature. Capital Region Water does not warrant nor guaranty its cost estimates as defined herein and the Owner is responsible for actual costs regarding said extensions as are defined herein, including all reasonable costs incurred by Capital Region Water in bidding the construction work.

- E. The contractor shall be required to provide Capital Region Water with performance and payment bonds in the full amount of the work construction cost. If the Owner contracts for the construction of the water main extension, the Owner shall obtain performance and payment bonds naming Capital Region Water as a co-obligee under said performance and payment bonds.
- F. The contractor shall provide Capital Region Water with certificates of insurance in the amounts specified by Capital Region Water. If the Owner contracts for the construction of the water main extension, the Owner shall procure policies of insurance of the type and in the amount specified by Capital Region Water, and said policies or certificates of insurance evidencing said policies shall name Capital Region Water as an additional insured.
- G. All work shall be observed on a full-time basis by a representative of Capital Region Water, and the Owner shall be responsible for the payment of any and all inspection costs incurred by Capital Region Water.
- H. The Owner shall be responsible for all costs incurred by Capital Region Water in connecting to existing Capital Region Water facilities, such connection to be subject to Capital Region Water's approval of the water main extension as constructed.
- I. Prior to acceptance of completed facilities, the contractor shall furnish Capital Region Water with an eighteen (18) month maintenance bond in the full amount of the completed work.

15.6 Responsibility for Cost

If Capital Region Water constructs the water main extension, the entire cost of the requested extension shall be borne by the parties benefitting from such extension.

15.7 Payment of Cost

If Capital Region Water constructs the water main extension, the Owner shall deposit with Capital Region Water, prior to the execution of any work, a sum of money sufficient to pay the cost of construction.

15.8 Agreement

The Owner shall enter into an agreement with Capital Region Water, prior to the execution of any work. Such an agreement shall be for construction or installation of extensions and shall not constitute an agreement to provide any water service. No provision herein shall be deemed to create a contract for water service between a Ratepayer and Capital Region Water. The agreement may contain such pertinent conditions as the following:

- A. The assessment or cost of construction to be paid by the Owner.
- B. If the Owner is undertaking the construction of the water main extension, copies of the construction contract between the Owner and his/her contractor, the performance and payment bonds naming Capital Region Water as co-obligee, certificates of insurance naming Capital Region Water as an additional insured and other pertinent documents relating to said construction.
- C. The materials and workmanship to be in accordance with the specifications of Capital Region Water.
- D. The highways, streets, alleys and lanes in which the extension is to be located must be dedicated to public use, the lines and grades thereof established, and the rough grading completed. Where a main is located in a private right of way, said right of way shall be established for the use of the Capital Region Water.
- E. The title to all installations shall be conveyed to and vested in Capital Region Water.
- F. Capital Region Water to have the right to make further extensions beyond or laterally from the extensions, such extensions not to be considered as connections subject to any refund.
- G. The payment of refunds to the Requester for additional new Ratepayers connected to the extension to be subject to such conditions as set forth in the agreement, and to limiting number of years for the payment of refunds. No refunds are to be made unless moneys are received from other Ratepayers for the privilege of obtaining service from the extension.
- H. Such other related requirements.

15.9 Installation Specifications

All water main extensions shall be installed at a depth specified in accordance with Capital Region Water's Standard Specifications and Details and all applicable regulations.

15.10 Final Approval by Capital Region Water

Connection by Capital Region Water of the water main extensions to existing Distribution Mains is subject to Capital Region Water's final approval of the completed water line extension.

16.0 Tapping Fees

Capital Region Water reserves the right to impose tapping fees and other similar charges as may be permitted by law and as specified in Capital Region Water's duly adopted Rate Schedule, as updated from time to time. Tapping fees shall be charged to any Property Owner seeking to connect to the system.

A tapping fee credit of 50% will be allowed on all new residential developments in which a minimum of 50% of the units constructed are designed for affordable housing. A tapping fee credit will also be applied on redeveloped properties, provided Water and Wastewater Service to the property was active within the previous five-years from the date of the tapping fee application. The Property must be in good credit standing with Capital Region Water, and the credit will equal the difference between the current tapping fees in place at the time of application and the fees that were in place when the property was last billed for water and wastewater usage.

17.0 Severability

If any provision of these Rules and Regulations is found to be unlawful for any reason, the remaining provisions shall not be affected and shall continue in full force and effect.



Appendices



capitalregionwater.com
888-510-0606

Water Service Request

Requester Name: _____ Account Number: _____
Requester Address: _____
Mailing Address: (If Different from Requester Address): _____
Property Owner: _____
Contact Person: _____ Phone Number: _____
Email Address: _____
Rental Property: ☐ Yes ☐ No If yes, the attached List of Tenant(s) (found on reverse side of this form) must be completed and returned with the Water Service Request.
Type of Account: ☐ Residential ☐ Commercial ☐ Institutional
☐ Industrial ☐ Other (Specify): _____
Service Line Size: _____
Estimated Maximum Consumption: _____
Date Service Required: _____ *Street/Sidewalk Cut Permit # _____
New Construction: ☐ Yes ☐ No ☐ Sketch\Plan and List of Materials Ownership Transfer: ☐ Yes ☐ No
Special: ☐ Swimming Pool ☐ Cooling Water ☐ Process
☐ Food Processor ☐ Other (Specify): _____

By signing this Request, the Requester agrees to abide by the Rules and Regulations of Capital Region Water, in particular the provisions governing the terms, conditions, fees, and charges relating to water service.

Signature of Requester

Date

Water service request for must be submitted at least seven (7) days before service is required. Request for the installation of a service line and connection to by Capital Region Water must be submitted at least 30 days prior to the requested installation date.

Notes:

- *If you need to make a street/sidewalk cut as part of this request, you must obtain a Street/Sidewalk Cut Permit by completing and submitting an application form. See [Street-Sidewalk Cut Permit Request Form](#).
- Request is not approved until signed by Capital Region Water. Product and material data sheets are required with this request.

A Fee of \$188.00 payable to "Capital Region Water" must accompany this Request.

Submit form and payment in-person or by mail to:

Capital Region Water
Customer Service Center
3003 North Front Street
Harrisburg, PA 17110

Capital Region Water Use Only

Inspection Date: _____ Inspector: _____
Main Size: _____ Meter Size: _____ Meter Number: _____
Tap Size: _____ Meter Make: _____ Meter Reading: _____
Type (Material) of Service: _____
Location of Service: _____
Curb Box to Grade: ☐ Yes ☐ No Curb Box Accessible: ☐ Yes ☐ No
Valve on Curb Side of Meter: ☐ Yes ☐ No
Backflow Preventer Installed: ☐ Yes ☐ No Type: _____
CRW Approval: _____
Signature Title Date



capitalregionwater.com
888-510-0606

List of Tenant(s)

Property #: _____

Property Address: _____

Property Owner: _____

Please be advised that the following occupant(s) reside in the above property at the following locations (e.g., apartment number).

Tenant Apartment Name: _____

Tenant Name	Apartment #	Tenant Name	Apartment #
1. _____	_____	6. _____	_____
2. _____	_____	7. _____	_____
3. _____	_____	8. _____	_____
4. _____	_____	9. _____	_____
5. _____	_____	10. _____	_____

If additional space is needed, please use a separate sheet of paper.

Signature of Property Owner

Date

Submit form and payment in-person or by mail to:

Capital Region Water
Customer Service Center
3003 North Front Street
Harrisburg, PA 17110



capitalregionwater.com
888-510-0606

Service Termination Request

Requester Name: _____

Requester Address: _____

Mailing Address: *(If Different from Requester Address):* _____

Property Owner: _____

Contact Person: _____ **Phone:** _____

Email Address: _____

Type of Account: ☐ Residential ☐ Commercial
☐ Industrial ☐ Other (Specify): _____

Property Number: _____

Type of Termination: ☐ Temporary ☐ Ownership Transfer ☐ Permanent

Number of Units on the Property: _____. **Are you residing in the property?** ☐ Yes ☐ No

Are you renting this property or any units in this property to a third party or parties? ☐ Yes ☐ No

If so, provide the requested information on the attached List of Tenants (found on the reverse side of this form).

Date Service Required: _____

I, the undersigned, understand that the water service line is the property owner's responsibility, and that Capital Region Water or its Management Agent, is not responsible for leaks which may result from service termination.

If individuals or entities other than you, the undersigned, occupy the property (e.g., tenants) for which you are requesting water service termination, you must notify Capital Region Water at once, because Federal and/or State law may require notification to all such occupants of said property of the proposed termination of water service prior to actual termination. Failure to notify Capital Region Water of the presence of other occupants or tenants at the property, or to provide complete and accurate information concerning the identity of such occupants or tenants, will result in you having to indemnify, hold harmless and defend Capital Region Water and the City of Harrisburg against any and all claims, fees, expenses, losses, damages, liability and costs including, but not limited to, the cost of defense, arising out of or in any way connected with the termination of water services resulting from your failure to provide such notification and information.

Signature of Requester

Date

A Fee of \$163.00 payable to "Capital Region Water" must accompany this Request.

Submit form and payment in-person or by mail to:

Capital Region Water
Customer Service Center
3003 North Front Street
Harrisburg, PA 17110

Capital Region Water Use Only

Inspection Date: _____ **Inspector:** _____

Main Size: _____ **Meter Size:** _____ **Meter Number:** _____

Tap Size: _____ **Meter Make:** _____ **Meter Reading:** _____

Type (Material) of Service: _____

Location of Service: _____

Curb Box to Grade: ☐ Yes ☐ No

Curb Box Accessible: ☐ Yes ☐ No

Valve on Curb Side of Meter: ☐ Yes ☐ No

Type: _____

Backflow Preventer Installed: ☐ Yes ☐ No

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888-510-0606

List of Tenants

Account Name: _____
 Account Address: _____
 Mailing Address: _____
 Property Owner: _____
 Contact Person: _____ Phone: _____
 Property Number: _____
 Number of Units in Property: _____

1. *The following is a complete list of all residential units, unoccupied or occupied, for which the undersigned requests the termination of water service, and if any such units are presently occupied by tenants, the names and addresses of such tenants:*

Unit No.	Address	Names of Tenants, if occupied
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

2. *The undersigned hereby certifies that the above listed units are either unoccupied, or if occupied, the tenants occupying such units have consented in writing to the proposed termination of water service.*
3. *If the undersigned is unable to make the certification in paragraph 2 above, the undersigned acknowledges that the termination of water service will not occur until either (a) the above-named tenants have informed Capital Region Water orally, or preferably in writing, of their consent to the termination; or (ii) Capital Region Water notifies the tenants of the proposed termination and of their rights under the Commonwealth of Pennsylvania's Utility Service Tenants Rights Act.*
4. *The undersigned executes this Supplement to the Service Termination Request with full knowledge that ANY FALSE STATEMENTS MADE ARE PUNISHABLE CRIMINALLY.*

Date: _____ (Name)
 _____ (Address)

 Sworn to and subscribed before me this _____ day _____ (Telephone)
 of _____, _____ .

*** THE UNDERSIGNED MUST HAVE THIS DOCUMENT NOTARIZED.**

 Notary Public

Submit form and payment in-person or by mail to:

**Capital Region Water
 Customer Service Center
 3003 North Front Street
 Harrisburg, PA 17110**



capitalregionwater.com
888-510-0606

Drinking Water Service Line and Wastewater Lateral Assistance Program Request

Requester Name: _____ Account Number: _____

Requester Address: _____

Mailing Address: (If Different from Requester Address): _____

Property Type (Select One): ☐ Owner Occupied ☐ Rental/Tenant Occupied ☐ Vacant

Property Owner Name: _____

Phone Number: _____ Email Address: _____

Type of Account (Select One): ☐ Residential ☐ Commercial ☐ Industrial ☐ Institutional

Background Information:

Assistance Request Type: (Select One): ☐ Drinking Water Service Line ☐ Wastewater Lateral

Water Service Line: (Select One): ☐ Replace ☐ Repair ☐ Tap

Wastewater Lateral: (Select One): ☐ Replace ☐ Repair ☐ Tap

Please describe the issue you are experiencing with your service line/lateral:

How many times in the recent past have there been issues? Please describe.

Have you previously requested Program assistance?

Do you have an outside clean-out for the wastewater lateral? ☐ Yes ☐ No ☐ N/A

Do the defects within the line persist outside your property lines (street, sidewalk, easement)? ☐ Yes ☐ No

Has a private contractor provided a Closed-circuit Televised Inspection (CCTV) or other means of inspection?

☐ Yes ☐ No

Has a claim been submitted to your homeowner's insurance provider? ☐ Yes ☐ No

Claim Number: _____

Insurance Provider: _____

Claim Adjuster Name: _____

Status of Claim (Select One): ☐ Granted ☐ Pending ☐ Denied

Do you have Underground Utility Line Coverage or a Service Line Coverage Endorsement on your Homeowner's Insurance Policy? ☐ Yes ☐ No

Date Service Required: _____ Street/Sidewalk Cut Permit #: _____

Plumbing Permit #: _____ Line/lateral Size: _____

Material: _____ Age: _____



capitalregionwater.com
888-510-0606

Drinking Water Service Line and Wastewater Lateral Assistance Program Request

Please attach:

- Two written quotes as provided by licensed contractors or a Work Report as provided by Capital Region Water.
- Schedule of work, including the anticipated start and completion dates (if available).
- Any additional condition information including, but not limited to, sketches and video/CCTV footage (if available).

By signing this Request, I hereby certify that I have the authority as the property owner to make this Request and that the information is complete and factual. As the Requester, I give permission to Capital Region Water or its authorized agent to verify eligibility and agree to abide by the Rules and Regulations of Capital Region Water and any provisions governing the terms and conditions of the Service Line and Lateral Assistance Program.

I further declare that I have full and exclusive ownership of the full length of the service line or sewer lateral that connects the Property to the main line. The line is not functioning properly and requires repair within the public right of way or public easement. Any assistance provided by Capital Region Water shall not affect ownership of the line or impose any obligation on Capital Region Water for maintenance, repair, or replacement of the line. Capital Region Water does not warranty any work for which Capital Region Water disbursed funds.

Signature of Requester

Date

Please complete and return. Electronic submissions are preferred at CAP@capitalregionwater.com.

Submit form and attachments in-person or by mail to:

**Capital Region Water
Customer Service Center
3003 North Front Street
Harrisburg, PA 17110**

After your Request is reviewed, written notice will be provided explaining your eligibility and any assistance you may receive. Please allow 30 days for a response.

Important Information:

- Reimbursement will be provided directly to the contractor completing repair only after receiving a copy of the quote or invoice for the repair work and Capital Region Water's approval. Any repair may be subject to Capital Region Water's inspection.
- A Street/Sidewalk Cut Permit for water or sewer line repairs/replacements is required for work in the public right-of-way that involves excavating a street or sidewalk. Work is not permitted to begin until an approved Street/Sidewalk Cut Permit is issued by Capital Region Water. As applicable, the Street/Sidewalk Cut Permit Request is available at <https://capitalregionwater.com/forms/>.

Drinking Water Service Line and Wastewater Lateral Assistance Program Request

Capital Region Water Use Only

Proof of Eligibility: ☐ Yes ☐ No

Inspection Date: _____ Inspector: _____

Main/Line Size: _____ Meter Size: _____ Meter Number: _____

Tap Size: _____ Type (Material) of Service: _____

Location of Service: _____

Curb Box to Grade: ☐ Yes ☐ No

Curb Box Accessible: ☐ Yes ☐ No

Valve on Curb Side of Meter: ☐ Yes ☐ No

Sewer Cleanout: ☐ Yes ☐ No

Assistance Approved: ☐ Yes ☐ No

Amount/Term: _____

CRW Approval: _____
Signature Title Date

Water Meter Calibration Request

Account Name: _____

Account Address: _____

Mailing Address: *(If Different from Account Address):* _____

Property Owner: _____

Contact Person: _____

Phone: _____

Email Address: _____

Signature of Requester

Date

A Fee of \$165.00 payable to "Capital Region Water" must accompany this Request.

Submit form and payment in-person or by mail to:

Capital Region Water
Customer Service Center
3003 North Front Street
Harrisburg, PA 17110

Capital Region Water Use Only

Meter Make: _____ **Meter Technician:** _____

Meter Number: _____ **Date:** _____

Meter Size: _____ **Meter Certified:** ☐ Yes ☐ No

Measured Flow

Meter Reading

% Recovery



capitalregionwater.com
888-510-0606

Fire Hydrant Installation Request

Type of Hydrant Required: ☐ Fire ☐ Yard Type
Intended Usage: ☐ Public ☐ Private

Requester Address: _____
(Private or Municipal) _____

Contact Person: _____ Phone: _____

Email Address: _____

Intended Hydrant Location: _____

Property Owner: _____

Account Address: _____

Detailed plans must accompany this Request. Such plans must be in accordance with the requirements and specifications of Capital Region Water as set forth in the Rules and Regulations of Capital Region Water. Failure to provide such plans will result in the rejection of the Request.

Signature of Requester

Date

Submit form and detailed plans in-person or by mail to:

Capital Region Water
Customer Service Center
3003 North Front Street
Harrisburg, PA 17110

Capital Region Water Use Only

Installation Date: _____

Hydrant Make: _____ Hydrant Number: _____

Main Size: _____

Static Pressure: _____

Residual Pressure: _____

Flow: _____

Valve Installed: ☐ Yes ☐ No

Correct Color: ☐ Yes ☐ No

Plans Accurate: ☐ Yes ☐ No



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888-510-0606

Fire Hydrant Use Request

Permit Required: _____ Short-Term (10-Day, Single Hydrant) **Fee \$100.00** plus usage for consumption over 1,000 gallons
 _____ Long-Term (30-Day, Multiple Hydrant) **Fee \$300.00** plus usage for consumption over 3,000 gallons
 _____ Governmental (Annual) **Fee \$2,500.00**

Requester Name: _____

Requester Address: _____

Phone: _____ **Mobile Phone:** _____

Email Address: _____

Responsible Party: _____

Date Service Required: _____

Intended Use: _____

Size of Required Connection: _____

Desired Location(s): _____

Signature of Requester

Date

Fees for the Permit will be as set forth in Capital Region Water's Rate Schedule Sheet.

Submit form and payment in-person or by mail to:

Capital Region Water
Customer Service Center
3003 North Front Street
Harrisburg, PA 17110

Capital Region Water Use Only

Meter #: _____ **Work Order #:** _____ **Final Read:** _____

Date Connection Installed: _____ **Service Person:** _____ **Starting Read:** _____

Date of Removal: _____ **Total Usage:** _____

Hydrant Maintenance Performed: _____



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Fire Protection Service Request

Requester Name: _____
Requester Address: _____
Mailing Address: (If Different from Requester Address): _____
Property Owner: _____
Property Tenant: _____
Contact Person: _____ Phone: _____
Email Address: _____
Type of Account: ☐ Residential ☐ Commercial
☐ Industrial ☐ Other (Specify): _____
Property Number: _____ Building Permit No.: _____
Service Line Size: _____ Est. Max Daily Consumption: _____
Date Service Required: _____
New Construction: ☐ Yes ☐ No Ownership Transfer: ☐ Yes ☐ No

By signing this Request, the Requester agrees to abide by the Rules and Regulations of Capital Region Water, in particular the provisions governing the terms and conditions of the furnishing of private fire protection service. In addition, the Requester agrees to submit a new Request for approval prior to making any changes, alterations, additions or deletions to the fire protection system covered by this Request.

Signature of Requester

Date

Request must be submitted at least two (2) months prior to the requested installation date. Detailed plans must accompany this Request for review by Capital Region Water. Failure to do so will result in the rejection of the Request.

Notes:

- If you need to make a street/sidewalk cut as part of this request, you must obtain a Street/Sidewalk Cut Permit by completing and submitting an application form. See [Street-Sidewalk Cut Permit Request Form](#).
- Request is not approved until signed by Capital Region Water. Product and material data sheets are required with this request.

A Fee of \$138.00 payable to "Capital Region Water" must accompany this Request.

Submit form, detailed plans, and payment in-person or by mail to:

Capital Region Water
Customer Service Center
3003 North Front Street
Harrisburg, PA 17110

Capital Region Water Use Only

Inspection Date: _____ Inspector: _____
Main Size: _____ Meter Size: _____ Meter Number: _____
Tap Size: _____ Meter Make: _____ Meter Reading: _____
Type (Material) of Service: _____
Location of Service: _____
Curb Box to Grade: ☐ Yes ☐ No Curb Box Accessible: ☐ Yes ☐ No
Valve on Curb Side of Meter: ☐ Yes ☐ No
Backflow Preventer Installed: ☐ Yes ☐ No Type: _____
CRW Approval: _____

Signature

Title

Date

capitalregionwater.com
888-510-0606

Credit Assistance Program Request

Requester Name: _____ Account Number: _____
Requester Address: _____
Mailing Address: (If Different from Requester Address): _____
Residential Property Type (Select One): ☐ Owner Occupied ☐ Rental/Tenant Occupied
Property Owner Name: _____
Contact Person (If Different from Requester Name): _____
Phone Number: _____ Email Address: _____
How did you learn about the Program? ☐ CRW Communication ☐ CRW Customer Service ☐ Service Provider
☐ Other (Specify): _____

Capital Region Water will accept ONLY the following as proof of program eligibility. Please select from the list below and attach the relevant information*:

- ☐ Low-Income Home Energy Assistance Program (LIHEAP) Award Letter
- ☐ Low-Income Household Water Assistance Program (LIHWAP)
- ☐ Supplemental Nutrition Assistance Program (SNAP) Award Letter
- ☐ Pennsylvania Rent Rebate Program Award Letter
- ☐ UGI Assistance Program Confirmation
- ☐ PPL Electric Assistance Program Confirmation

If you are income-eligible, but do not have an award letter or program confirmation, please contact Capital Region Water to review other forms of acceptable documentation.

***Note: Any and all of the above items must be current and submitted annually.**

Capital Region Water is pleased to provide eligible customers an indoor water conservation kit featuring a range of water-saving tools. Please indicate your interest in receiving a free kit: ☐ Yes ☐ No

By signing this Request, the Requester gives permission to Capital Region Water or its authorized agent to verify their eligibility and agrees to abide by the Rules and Regulations of Capital Region Water and any provisions governing the terms and conditions of the Customer Assistance Program.

Signature of Requester

Date

Please complete and return. Electronic submissions are preferred at CAP@capitalregionwater.com. Mail physical copies to: Capital Region Water, Customer Service Center, 3003 North Front Street, Harrisburg, PA, 17110.

After your Request is reviewed, written notice will be provided explaining your eligibility and the assistance you will receive. Please allow 30 days for a response.

Capital Region Water Use Only

Proof of Eligibility: ☐ Yes ☐ No

Assistance Approved: ☐ Yes ☐ No

Amount/Term: _____

CRW Approval: _____
Signature Title Date



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Air Conditioning - Refrigeration Request

Account Name: _____
Account Address: _____
Mailing Address: (If Different from Account Address): _____
Property Owner: _____
Property Agent: _____
Property Tenant: _____
Contact Person: _____ Phone: _____
Email Address: _____
Type of Account: ☐ Residential ☐ Commercial ☐ Industrial
☐ Other (Specify): _____
Property Number: _____ Building Permit Number: _____
New Construction: _____ Building Addition: _____
Unit Manufacturer: _____
Unit I.D. and Model Number: _____
Maximum Rated Capacity (BTU/Hour or Tons/Day): _____
Horsepower: _____ Water Recycle: ☐ Yes ☐ No

By signing this Request, the Requester agrees to abide by the Rules and Regulations of Capital Region Water, in particular the provisions governing the terms, conditions, fees, and charges relating to air conditioning and other refrigeration.

Signature of Requester

Date

Four (4) sets of detailed plans must accompany this Request for review by the following City agencies: Water, Codes, Engineering, and Fire Department. Failure to do so will result in the rejection of the Request.

A Fee of \$25.00 payable to "Capital Region Water" must accompany this Request.

Submit form, four (4) sets of detailed plans, and payment in-person or by mail to:

Capital Region Water
Customer Service Center
3003 North Front Street
Harrisburg, PA 17110

Capital Region Water Use Only

Inspection Date: _____ Inspector: _____
Deducting System: ☐ Yes ☐ No
Meter Information: _____
Isolation Valves: ☐ Yes ☐ No
Check Valve Information: _____



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888-510-0606

Sewer Deduction Request

Industry Name: _____

Division Name: _____

Mailing Address: _____

Facility Address: _____

Contact Person: _____ Phone: _____

Email Address: _____

Property Number: _____

Reason for Requested Deduction: _____

Equipment Manufacturer, Unit Classification, Horsepower, Rating (BTU/Hour, Tons/Day)

Detailed system drawings must accompany this Request. Failure to do so will result in the rejection of the Request.

Signature of Requester

Date

Submit form and detailed system drawings in-person or by mail to:

Capital Region Water
Customer Service Center
3003 North Front Street
Harrisburg, PA 17110

Capital Region Water Use Only

Date Request Received: _____

Request Received By: _____

Initial Inspection Scheduled: _____

Comments: _____

CAPITAL REGION WATER

RESOLUTION NO. 2022-064

**LEAK ADJUSTMENT POLICY,
EFFECTIVE JANUARY 1, 2023**

WHEREAS, Capital Region Water is a body corporate and politic constituting a public corporation and a governmental instrumentality, created by and existing under the Act of the General Assembly of the Commonwealth of Pennsylvania, approved May 2, 1945, P.L. 382, known as the Municipality Authorities Act of 1945, as supplemented by Act No. 22, approved June 19, 2001, as further amended and supplemented from time to time (the "Act"); and

WHEREAS, CRW elects to adopt a Leak Adjustment Policy to provide a basis to adjust elevated Ratepayer bills caused by water leaks that may not be detected with reasonable diligence.

NOW THEREFORE, BE IT RESOLVED, by the Board, that Capital Region Water adopts the Leak Adjustment Policy in the form provided and recommended by the Chief Financial Officer with an effective date of January 1, 2023, which shall be attached hereto as Exhibit "A".

Duly adopted this 21st day of December 2022 by the Board of Capital Region Water in lawful session duly assembled.

ATTEST:




Secretary

CAPITAL REGION WATER

By: _____


Chairperson

CERTIFICATE

I, the undersigned Secretary of Capital Region Water, certify that the foregoing Resolution was adopted by a majority vote of the entire Board of the Authority at a meeting duly convened according to law and held on December 21, 2022, at which meeting a quorum was present; said Resolution was adopted by an aye or nay vote; said Resolution and the vote thereon showing how each member voted have been recorded in the minutes of said Board; and said Resolution remains in effect, unaltered and unamended as of the date of this Certificate.

IN WITNESS WHEREOF, I set my hand and official seal of Capital Region Water, this 21st day of December 2022.




Secretary



Leak Adjustment Policy

Purpose:

In accordance with the Rate Schedule, Ratepayers are responsible for the metered water usage at a Property. The purpose of this Policy is to provide a basis and procedure to adjust Ratepayer bills caused by water leaks that may not be detected with reasonable diligence.

This Policy replaces and supersedes any prior policy on this subject.

Background:

In accordance with Section 5 of the Drinking Water Rules and Regulations, ratepayers are responsible for installation and maintenance of service lines. Leaks on the Service Line, including curb stops, shut-off valves, corporation stops, connectors and appurtenances, are the responsibility of the Ratepayer, although in certain situations as defined in Section 5.5, Capital Region Water may absorb the cost to repair or replace a leaking service line from the curb stop or shutoff valve at the curb line to the distribution main. In all situations, ratepayers are responsible for the cost to repair service lines from the curb stop or shutoff valve to the meter and are also responsible for the repair of leaks that occur beyond the meter and the cost of water and wastewater recorded as metered usage. These leaks may include leaks associated with malfunctioning toilets, leaking faucets, cracked plumbing lines, mechanical malfunctions of plumbing fixtures, and claims of vandalism or theft of service by a third party. In these circumstances, there is generally no basis to make an adjustment to the resulting water bill, which reflects the actual quantity of water delivered to the property.

Nonetheless, Capital Region Water may consider an adjustment to elevated water or sewage charges caused by an unexpected leak or a situation where undetectable usage has accumulated over a period of time when estimated charges were issued through no fault of the Ratepayer.

Definitions:

1. "Application for Leak Adjustment" shall mean the form attached hereto as Appendix A. Such a form is required to gather the necessary information from a Ratepayer to allow Capital Region Water to consider a billing adjustment request.
2. "Capital Region Water" means Capital Region Water, a Pennsylvania municipal authority.
3. "Owner" means any person or entity having an interest, whether legal or equitable, sole or partial, in any Property.
4. "Property" means the property or area, including improvements thereto, to which water service is 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.
-
- 5. "Ratepayer" means a Person receiving Service(s) from Capital Region Water or that is otherwise connected to the Water and/or Wastewater and Stormwater System or is required to connect.
 - 6. "Rate Schedule" means the entire body of effective rates and other charges, as adopted and published from time-to-time by Capital Region Water.
 - 7. "Service" or "Services" means the provision of public drinking water, wastewater, and/or stormwater management.
 - 8. "Service Line" means the pipe that connects from the water main to the Property, 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.

Policy Statement:

Leak adjustments will cover no more than two (2) months of metered consumption for any period of elevated meter readings. When a leak continues for three (3) or more consecutive months, the highest two (2) month of recorded usage will be used to calculate the leak adjustment.

Only one (1) financial adjustment associated with billed usage is permitted every two (2) years per Property, unless ownership of the property has changed

A possible and appropriate adjustment could include an adjusted bill based on the historic and regular usage at the property plus a billing charge for the registered excess water. The historic or regular usage normally is calculated as the average of 12 months actual usage during the period prior to any documented leakage, or for the season or seasons during which the leak occurred. This average will exclude bills that have been estimated unless a subsequent actual reading is included, have fewer than the normal 28-33-day billing cycle, or for periods of zero usage and/or non-occupancy of the property. For Ratepayers who do not have 12 full months of usage history, a minimum of two (2) months' usage history or post-repair usage may be used where Capital Region Water, in its discretion, deems reasonable. Under no circumstances will Capital Region Water knowingly utilize usage history that was recorded under different occupancy than when the leak occurred.

The billing charge for the registered excess water, at the sole discretion of Capital Region Water, may be calculated as a multiple of the average usage calculated, generally not to exceed 150% of the normal consumption, or as the calculated variable cost of producing and/or treating 100% of the leaked water.

If a series of estimated bills is issued at a Property over a period of time, the actual usage may differ from that reflected by the estimated bills. This difference will be evidenced when Capital Region Water obtains an actual meter reading to compare to an actual reading from the period prior to the estimation. In this scenario, there is typically no justification to make a billing adjustment and the Ratepayer will be expected to pay any such "true-up" bill reflecting actual usage over the subject time period calculated at the appropriate billing rates (less the amount previously paid toward the estimated bills). However, a billing adjustment may be considered if the actual usage during this time period, reflected as the average of the sum of the estimated and actual meter readings, indicates that a leak during that time period was likely.

To be effectively implemented, these types of adjustments may be proposed by the Customer Service Manager or Collections Supervisor and then approved by the Chief Financial Officer. An Application for Leak Adjustment must be submitted within 90 days of receipt of a Capital Region Water notice or issuance of the bill in question. Failure to submit a timely application for leak

adjustment may result in the application being rejected. To be considered, an application must be completed in full, provide a full description of the nature of the leak, and provide evidence that the leak has been repaired. Evidence must include a paid receipt for the work completed, or a paid invoice from a licensed plumber indicating that the plumbing system within the building was thoroughly inspected.

In proposing an adjustment, the Customer Service Manager and/or Collections Supervisor may consider various factors including, but not limited to, the following:

- A. Cause of water loss;
- B. Ratepayer opportunity, if any, to detect the water loss and notify Capital Region Water;
- C. Whether the property was vacant or unoccupied;
- D. Any negligence or fault of the Ratepayer in connection with ignoring the leak;
- E. Any negligence or fault of the Ratepayer in failing to protect the meter against freezing temperatures, and other conditions of the meter location;
- F. Whether the Ratepayer became aware of the leak from a leak notice or high bill issued by Capital Region Water;
- G. If Capital Region Water notified the Ratepayer of suspected high usage (either via letter, door hanger, or other means), whether the Ratepayer took prompt and reasonable action to ascertain and correct the cause of the excessive usage;
- H. The promptness with which the water loss was discovered, stopped and repairs made, with verifiable receipts;
- I. Water consumption that exceeds the Ratepayer's average monthly usage or twice the average monthly usage over a previous 12-month period (dependent upon the type of leak); and
- J. Ratepayer account status.

An adjustment shall not be granted when any of the following conditions is met:

- A. Usage above the Ratepayer's average usage is due to seasonal usage such as watering of grass, gardening, washing vehicles, filling swimming pool or whirlpools, etc.;
- B. Leak was caused by a third party from whom the Ratepayer is able to pursue the recovery of cost. This may include, but not be limited to, theft, vandalism, negligence, or construction damage;
- C. ;
- D. The meter has been interfered with by anyone other than Capital Region Water and this action results in water loss; or
- E. A leak adjustment was granted within the past two (2) years for the same Property.

While an Application for Leak Adjustment is being processed, the Ratepayer is responsible for payment of the amount due within the normal payment period. At a minimum, an amount equal

to what the account would normally be charged should be paid to avoid unnecessary late fees. Only those costs that are ultimately adjusted off due to an approved leak adjustment request will not be subject to late penalties.

If recorded water usage is determined not to have entered the wastewater system, an adjustment equal to the amount charged for that wastewater may be made to the corresponding wastewater charges.

Should a ratepayer wish to appeal a rejected leak adjustment request, that appeal shall be made in writing and received by Capital Region Water within ten (10) business days of receipt of the initial decision. The ratepayer must explain the reason why they believe the decision should be reversed and include any additional documentation or visual aids that will help Capital Region Water to understand why the ratepayer believes the decision should be reversed. The Chief Executive Officer will review all information provided by the ratepayer as well as the reason for the initial denial and will render a decision which shall be considered final. Appeals will not be considered if the nature of the appeal is to challenge the leak adjustment policy itself or the formulas determined to be appropriate for a leak adjustment. The collections process, inclusive of application of late penalties and termination proceedings, will not be suspended during an appeals process. Ratepayers must make acceptable payment arrangements with Capital Region Water for the entire balance due, even during the appeals process, to avoid additional costs and collection efforts.

Appendix

- Appendix A – Application for Leak Adjustment



Appendix A

Water Leak Adjustment Request



Water Leak Adjustment Request

Ratepayer Account Name: _____ Date: _____

Service Address: _____

Mailing Address: (If Different from Service Address): _____

Contact Person: _____ Phone: _____

Email Address: _____

Type of Account: ☐ Residential ☐ Commercial ☐ Institutional/Govt.
☐ Industrial ☐ Other (Specify): _____

Is this property a rental? ☐ Yes ☐ No Number of units: _____ Number of Occupants: _____

Length of tenant occupancy per unit: _____

Property/Account Number: _____

Date leak was discovered: _____ Date leak was repaired: _____

How was leak detected? _____

Cause of water leak? _____

Location of leak? _____

Has repair been made? ☐ Yes ☐ No

If yes, attach verifiable documentation/receipt of a licensed plumber.

By signing this Request, the Ratepayer acknowledges that while this Request is under review, any outstanding invoices must be paid by the due date to avoid disruption of service and/or additional charges. All required documentation has been provided and all of the above information is true and complete to the best of my knowledge.

Signature of Ratepayer

Date

Submit form and verifiable documentation/receipt of a licensed plumber in-person or by mail to:

Capital Region Water
Customer Service Center
3003 North Front Street
Harrisburg, PA 17110

Capital Region Water Use Only

Date Request Received: _____

Date of Inspection (if necessary): _____

Inspection/Documentation Review Results: _____

Authorized Signature: _____ Approved: ☐ Yes ☐ No Date: _____



capitalregionwater.com
888-510-0606

Water Leak Adjustment Request

Additional Space:

CAPITAL REGION WATER

RESOLUTION NO. 2022-061

**COLLECTIONS POLICY,
EFFECTIVE JANUARY 1, 2023**

WHEREAS, Capital Region Water, is a municipal authority incorporated under the Act of May 2, 1945 (P.L. 382, No. 164), known as the Municipality Authorities Act of 1945, as amended; and

WHEREAS, Capital Region Water desires to adopt and implement a uniform and consistent Collections Policy to ensure prompt and efficient collection of payments and reduce the current level of delinquencies; and

WHEREAS, Capital Region Water intends to adopt the Collections Policy, effective January 1, 2023.

NOW THEREFORE, BE IT RESOLVED by the Board, that Capital Region Water hereby adopts the Collections Policy, effective January 1, 2023, which shall be attached hereto as Exhibit "A".

Duly adopted this 21st day of December 2022 by the Board of Capital Region Water in lawful session duly assembled.

ATTEST:



Secretary



CAPITAL REGION WATER

By: _____


Chairperson

CERTIFICATE

I, the undersigned Secretary of Capital Region Water, certify that the foregoing Resolution was adopted by a majority vote of the entire Board of the Authority at a meeting duly convened according to law and held on December 21, 2022, at which meeting a quorum was present; said Resolution was adopted by an aye or nay vote; said Resolution and the vote thereon showing how each member voted have been recorded in the minutes of said Board; and said Resolution remains in effect, unaltered and unamended as of the date of this Certificate.

IN WITNESS WHEREOF, I set my hand and official seal of Capital Region Water, this 21st day of December 2022.




Secretary

Purpose:

By providing Ratepayers with a written billing and collections policy and subsequently implementing uniform and consistent practices, Capital Region Water intends to ensure prompt and efficient collection of payments and reduce current delinquencies to a reasonable and manageable level.

This Policy replaces and supersedes any prior policy on this subject.

Background:

Ratepayers are responsible for the rates, fees, and charges for various Services to a Property provided by Capital Region Water. Capital Region Water has no obligation to provide Service to a Ratepayer until all arrears for rates and other charges for Service have been paid or until satisfactory arrangements for payment of such unpaid bills have been made.

Definitions:

1. "Capital Region Water" means Capital Region Water, a Pennsylvania municipal authority.
2. "Customer Service Center" means 3003 North Front Street, Harrisburg, Pennsylvania 17110 or other authorized location.
3. "Owner" means any Person or entity having an interest, whether legal or equitable, sole or partial, in any Property.
4. "Delinquent Notice" means the formal communication delivered to a delinquent Ratepayer via U.S. Mail informing the Ratepayer that their account is overdue.
5. "Notice After Termination" means the formal communication provided to the Ratepayer or attached to a Ratepayer Property after termination of Service, which shall include the address and telephone number of Capital Region Water.
6. "Officer" means a person duly appointed by the Board of Directors serving in an official capacity to manage daily business and carry out policies on behalf of Capital Region Water.
7. "Owner" means any Person having an interest, whether legal or equitable, sole or partial, in any Property.
8. "Person" means an individual, partnership, corporation, company, firm, association, society, trust, governmental body or any agency, department or political subdivision thereof or any other group or entity.

9. "Property" means the property or area, including improvements thereto, to which service is 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.
10. "Ratepayer" means a Person receiving Service(s) from Capital Region Water or otherwise connected to the Water and/or Wastewater and Stormwater System or is required to connect.
11. "Rate Schedule" means the entire body of effective rates and other charges, as adopted and published from time to time by Capital Region Water.

12. "Request for Water Service" shall mean the form required to gather the necessary information from a Requester in order to transform that Person's status to a Ratepayer receiving Water Service and bill said Ratepayer for Water Service provided by Capital Region Water.
13. "Service" or "Services" means the provision of public drinking water, wastewater, and/or stormwater management.
14. "Tenant" means a Person who takes delivery of the Services rendered to a Property pursuant to a rental arrangement for such Property, but who is not the Owner.
15. "Termination Notice" means a written statement which includes any or all of the following information:
 - A. The reason for the proposed termination;
 - B. An itemized statement of all amounts currently due, including any required deposit;
 - C. A statement that a service restoration fee will be required to restore service after it has been terminated;
 - D. The date on or after which service will be terminated unless payment in full is received or a payment agreement is executed;
 - E. A statement that the Ratepayer should immediately contact Capital Region Water to attempt to resolve the matter, including Capital Region Water's address and telephone number;
 - F. A serious illness notice;
 - G. Information indicating that special rights are available for tenants if the landlord is responsible for paying the bill;
 - H. Information indicating that all adult occupants of the Property whose names appear on the mortgage, deed or lease are responsible for payment of the bill; and
 - I. Information in Spanish directing Spanish-speakers to the number to call for information and translation assistance.
16. "Third Party Designee" means the consenting adult individual or agency designated by a Ratepayer, which shall receive notification, by letter, of any reminder notice, past due notice, delinquent account notice or termination notice which has been sent to the Ratepayer. If such designated third-party contacts Capital Region Water, Capital Region Water will advise the third party of the pending action and the efforts which the Ratepayer must take to avoid termination of service.

Policy Statement:

Collections on accounts will be pursued consistently, regardless of: race, gender, language, age, religion, employment, education, relationship, community standing, and any other discriminatory differentiating factor. Neither Board member nor staff member may attempt to unduly influence the consistent collection of accounts.

Reasonable collection efforts will be made to collect payment on all accounts. Reasonable collection efforts may include all current and future invoicing/billing, letters, notices, telephone calls, electronic communications, payment agreements, service termination, fees and penalties, municipal liens, legal action, and other methods of collections that Capital Region Water deems reasonable.

1.0 Billing; Notice to Ratepayers

1.1. Initial Bill & Late Penalty

To avoid penalties and service interruptions, accounts must be paid in full upon receipt of the bill or an approved payment arrangement must be established.

Capital Region Water shall mail or deliver the bills and notices to the Ratepayer at his/her address given in the Request for Water Service unless the Ratepayer notifies Capital Region Water of a change in address. Failure to receive a bill shall not entitle a Ratepayer to an extension of time for payment. All bills shall be due and payable within the billing due date appearing on the bill. The Ratepayer has the duty to notify Capital Region Water if he/she has not received a bill.

All bills for Services shall be issued to each Ratepayer by Capital Region Water and will be based on the published Rate Schedule of Capital Region Water. All bills shall inform Ratepayers of the amount due, the issue date, the due date, forms and methods of payment permitted, and that a penalty of ten percent (10%) will be assessed on the current billed amount not paid by the due date.

1.2. Delinquent Notice

For each bill that is not paid in full by its due date, Capital Region Water shall issue a Delinquent Notice, which shall be delivered to each delinquent Ratepayer via regular U.S. mail. The Delinquent Notice shall inform the Ratepayer that their account is overdue and that a penalty of ten percent (10%) of the current outstanding billed amount has been assessed.

1.3. Termination Notice

When payment in full is not received within ten (10) days after the date of the Delinquent Notice, Capital Region Water shall advise the Ratepayer that the Property is subject to termination of Service after an additional ten (10) days if full payment is still not received. Capital Region Water will leave a Termination Notice either with the Ratepayer or post it on the Ratepayer's Property if full payment is not received by that time. A service termination notice fee will be assessed at the time a Termination Notice is created due to a lack of payment in full. A copy of the Termination Notice will be sent to the Ratepayer and/or the person whom the Ratepayer has named as a Third-Party Designee (if any).

1.4. Termination and Notice After Termination

When full payment is not received within ten (10) days after the date on the Termination Notice, Capital Region Water shall terminate Water Service at any time thereafter, and leave a Notice After Termination with the Ratepayer, or attached to the Ratepayer's Property.

- A. If Service is terminated due to delinquency of the bill or any other payment due to Capital Region Water under its Rules and Regulations, Service shall not be restored until the Ratepayer has made acceptable arrangements with Capital Region Water to pay all outstanding balances, inclusive of late fees, interest, service restoration, unpaid liens, and all stormwater, wastewater, and drinking water charges, all in accordance with the most current Rate Schedule and of all other costs and expenses incurred by Capital Region Water related to collection of such delinquent bill.
- B. Termination of Service shall be in accordance with the Termination of Service provisions of Capital Region Water's Rules and Regulations.
- C. After termination of service, a designated Capital Region Water employee shall update the termination list to ensure that the Bureau of Codes Enforcement, Bureau of Police and Bureau of Fire are notified of such termination of water service.

1.5. Termination of a Tenant's Service for Nonpayment by a Property Owner

When a determination has been made that Service shall be terminated for nonpayment of an amount due by an owner of Property occupied by a Tenant, Capital Region Water must follow the procedures set forth in the Utility Service Tenants Rights Act (Act 299 of 1978). Generally, service to a Property cannot be terminated without a 30-day written notice to Tenants giving them the opportunity to assume utilities. A copy of the Utility Tenants Rights Act is available from Capital Region Water upon request.

1.6. Emergency Medical Conditions

- A. Capital Region Water may not terminate or refuse to restore service to an affected Property when an occupant therein is certified by a licensed physician, physician's assistant or nurse practitioner to be seriously ill or affected with a medical condition which will be aggravated by a cessation of service or by a failure to restore service.
- B. The Ratepayer may verbally communicate to Capital Region Water the existence of an emergency medical condition affecting an occupant of the Property. Upon such verbal communication, the subsequent Termination Notice shall not be delivered for a period of ten (10) days, during which the Ratepayer shall furnish a written physician's certification.
- C. Ratepayer shall provide to Capital Region Water a written certification of the emergency medical condition affecting an occupant of the Property, which certification shall be endorsed by the licensed physician, physician's assistant, or nurse practitioner treating the afflicted person.

All written physician certifications must include:

- i. The name and address of the Ratepayer for account purposes;
 - ii. The name and address of the afflicted person and relationship to the Ratepayer;
 - iii. The nature and anticipated length of the affliction;
 - iv. The specific reason for which the Service is required; and
 - v. The name, office address, and telephone number of the certifying physician, physician's assistant, or nurse practitioner.
- D. Service will not be terminated, and notices of termination will not be sent for the time period specified in the physician's certification, provided that the maximum length of the certification does not exceed 30 days. If no time period is specified or if the time period is not readily ascertainable, Service will not be terminated for a period of 30 days.
- E. When Service is to be restored pursuant to a certified emergency medical condition, Capital Region Water will make a diligent effort to restore Service on the day the physician's certification is received. In any case, Service will be restored no later than the end of the next working day. Ratepayer is responsible for any additional incurred

cost, including but not limited to a service restoration fee or fee for requested restoration outside of normal business hours.

- F. Whenever Service is restored, or a termination postponed pursuant to a certified medical emergency condition, the Ratepayer remains liable for and has a duty to arrange to make payment on delinquent account charges.
- G. If the account is still delinquent when the physician's certification has expired, and no arrangement for payment has been recorded, Capital Region Water shall reinstate water termination procedures.

1.7. Bad Checks

Checks made payable to Capital Region Water that are returned due to insufficient funds will be assessed a returned check fee, in accordance with the latest Rate Schedule, and will be added to the outstanding account balance for the Property.

1.8. Payment Agreements

Capital Region Water encourages Ratepayers to make a timely request for a payment agreement in order to avoid penalties or service termination. A Ratepayer may petition Capital Region Water for a payment agreement to allow the Ratepayer to make systematic, scheduled partial payments on the entire balance of the account in amounts and on a payment schedule agreed to by the Ratepayer and Capital Region Water based on the prior activity of the account. A down payment subject to affordability is required to establish a payment agreement.

If a Ratepayer has not made payments on the account during the previous year in a timely manner and petitions for a payment agreement, such payment agreement may be denied. If a Ratepayer fails to abide by the terms of a previous payment agreement at any time within the past two years, a petition for another payment agreement may be denied. Any agreement entered into with the Ratepayer shall be reasonable, as determined by Capital Region Water, for the purpose of assuring that the best interests of Capital Region Water are served.

Payment agreements shall be recorded in the Ratepayer's file. All payment arrangements must include keeping accounts current and paying subsequent bills that arise during the payment agreement period in a timely manner. Failure to meet any term of the payment agreement shall give Capital Region Water the right to immediately continue the collection process without future notice. Making a partial payment alone without the express written consent of Capital Region Water does not constitute a payment agreement, even if Capital

Region Water accepts a partial payment. Payment agreements are granted at the discretion of Capital Region Water. Specific circumstances may warrant alternative arrangement.

i. Payment Schedule

1. If the delinquent balance is between \$200.00 and \$500.00, the payment agreement shall not exceed 6 months.
2. If the delinquent balance is \$500.01 to \$1,000.00, the payment agreement shall not exceed 12 months.
3. If the delinquent balance is \$1,000.01 to \$2,500.00, the payment agreement shall not exceed 18 months.
4. If the delinquent balance is greater than \$2,500.00, Capital Region Water will assess each account on a case-by-case basis to determine if a payment agreement will be authorized and the length of time that will be allowed to repay the delinquent balance.

Notwithstanding the foregoing, Capital Region Water will attempt to work with Ratepayers to ensure payment schedules are affordable. A Ratepayer may only have one payment agreement active at any given time.

1.9. Disputing Bills

If a Ratepayer believes a bill to be in error and wishes to dispute the bill, the Ratepayer shall present the written claim by mail or in person at the Capital Region Water Customer Service Center within ten (10) business days of the issuance of the bill. Capital Region Water shall render a decision as to whether the bill is correct or whether an adjustment is necessary.

The request must specify the nature of your dispute and include documentation to substantiate the challenge that charges were assessed in error. The request must be signed and include a statement that the request is not for purpose of delay.

1.10. Responsibility of Ratepayer

Capital Region Water may charge and collect a service restoration fee, per the Rate Schedule and Capital Region Water's Rules & Regulations, prior to the restoration of Service to an affected Property. The restoration fee may be included as part of any payment agreement.

Each Ratepayer shall pay for Services furnished to his/her Properties until written notice has been given to Capital Region Water and opportunity has been provided to take final meter

readings and attend to other details in connection with discontinue of Service. When Service is discontinued at any Ratepayer's Properties, a bill for Service will be rendered and shall be payable up to and including the due date indicated on the bill.

Where the Ratepayer desires to discontinue Service without having the Service Line disconnected from the Distribution Main, the Ratepayer shall remain liable for the ready-to-serve charge. Where the Ratepayer desires to discontinue Service and will no longer be the Owner of the Property after such discontinuance, or if the Ratepayer arranges with Capital Region Water to disconnect the Service Line from the Distribution Main, the Ratepayer will no longer remain liable for the ready-to-serve charge after such transfer of ownership or such disconnection.

1.11. Allocation of Payments

Capital Region Water reserves the right to allocate payment among penalties and each of the Services Capital Region Water provides to the Property as Capital Region Water sees fit in its sole discretion.

2.0 Civil Actions and Liens

2.1. Notice of Intent to Lien

A. General

- i. Delinquent bills may be collected by filing liens pursuant to the Municipal Liens and Tax Claims Act, 53 P.S. § 7101, *et seq.* (the "Municipal Claims Act").
- ii. The Municipal Claims Act provides that a municipal claim, including a claim for unpaid sewer and water charges, may become a lien against the Property to which Service was rendered from the date of assessment. A lien claim must be filed with the Prothonotary and is public record.
- iii. After a lien has been filed against the Property, that Property cannot thereafter be transferred to a third party free of the lien of the municipal claim unless the lien is paid in full, except as may be permitted by law.
- iv. If a title company or prospective buyer of a Property inquires with Capital Region Water as to the amount of any unpaid account balance, the amount identified should include the amount of any liens filed and interest accumulated against the Property.

- v. Many times, properties will be transferred and bills, even though lien against the Property, will not be paid. Unless Property is acquired free and clear of all liens through a Judicial/Repository Sale, any and all liens recorded in the Prothonotary's office will transfer to the new Owner. Therefore, it is the responsibility of the buyer to have a title search done before purchasing Property. Furthermore, any delinquencies associated with the account that are not included in a lien will also transfer to the new Owner (unless purchased free and clear).
- vi. The Municipal Claims Act requires that lien claims for all unpaid bills be filed with the Prothonotary within three (3) years of the date of the initial unpaid bill. If greater than three (3) years has elapsed, Capital Region Water staff and/or Officers and General Counsel will determine on a case-by-case basis whether a lien can still be filed.

B. When to File

At the sole discretion of Capital Region Water, liens may be filed in lieu of, or in conjunction with the retaining of a third-party collection agency to pursue past due balances. In general, Termination of Service procedures would have been completed for Properties with which liens have been filed. Service will not be restored, nor will a lien be removed, until payment in full has been arranged.

C. Enforcement of Liens

At the request of Capital Region Water, the General Counsel shall institute proceedings to enforce municipal liens in accordance with the enforcement provisions of the Municipal Claims Act. Furthermore, a writ of scire facias may be issued under the Municipal Claims Act, to enforce the lien by sale of the Property.

D. Satisfaction of Liens

- i. Capital Region Water shall prepare a list of all lien properties whose accounts have been paid in full. Capital Region Water staff or Officers shall promptly file with the Prothonotary a satisfaction of liens with respect to all properties on such list.
- ii. At the request of a Ratepayer, Capital Region Water may request a satisfaction of liens with respect to a particular Property provided that (i) all delinquent charges have been paid in full; and (ii) the Ratepayer shall pay for all recording costs.
- iii. Liens may be satisfied and past due accounts negotiated by the Capital Region Water Chief Executive Officer or Chief Financial Officer in instances where:

- The property is part of a drug forfeiture to Federal, State, or local authorities, in which proceeds from the sale of the property will be used to combat drug trafficking , or
- The property is to purchased by a non-profit organization to create affordable housing within our service area.

2.2. Foreclosure / Sheriff Sale

Capital Region Water has the option to proceed with foreclosure if all other efforts have not resulted in payment in full of the delinquent account.

A. Initiated by Capital Region Water

Capital Region Water shall review and will provide the General Counsel with properties for Sheriff Sale. Any and all costs relating to the Sheriff Sale will be added to the Ratepayer's account including, but not limited to, court costs and attorney's fees including the filing fee to the Sheriff's Office. A Property purchased at Sheriff Sale remains subject to any and all liens and encumbrances.

Sheriff Sales may be stopped by the following:

- i. the writ being stayed, (i.e., all proceedings involving the sale are stopped by the attorney for the Plaintiff);
- ii. a court order; or
- iii. an active bankruptcy.

B. Initiated by Other Party

Capital Region Water shall print and review Sheriff Sale Lists from the Sheriff's web site for properties with a delinquent balance. Capital Region Water shall create a list including the sale number, account number, Ratepayer's name, Property address, tax parcel number, and amount due pro-rated to the date of sale. The list shall be submitted to the Sheriff's Office at least one (1) week before the date of the sale.

After the Sheriff Sale, Capital Region Water shall check the web site for the results of the sale and make changes to accounts as appropriate.

2.3. Filing of Civil Complaint with District Justice

Capital Region Water may provide a list of accounts recommended for filing a civil complaint to its General Counsel prior to filing. The Ratepayer will be responsible for all court costs, attorney's fees, and other fees incurred as a result of filing a civil complaint including, but not limited to, filing costs, postage, service costs, constable costs, appearance fees, etc.

- A. A judgment will be sought in the Magisterial District Court for accounts under \$12,000. Once the judgment is filed, personal Property of the Ratepayer may be seized if Ratepayer refuses to pay.
- B. Upon 30 days of default in payments under the judgment, if there is no personal Property, or at the directive of the General Counsel, the judgment may be certified and filed with the Prothonotary's office. This action places the judgment with the Court of Common Pleas and becomes public information. At this point, bank accounts may be garnished.

A judgment will be obtained at the Common Pleas Court for accounts over \$12,000.

3.0 Bankruptcy Matters

Upon receipt of a notice that a Ratepayer has filed for bankruptcy, Capital Region Water shall immediately cease all efforts to collect any unpaid account balance incurred prior to the Ratepayer filing for bankruptcy. Capital Region Water will be responsible for creating pre- and post-bankruptcy accounts. Capital Region Water shall file Proofs of Claim for any Ratepayer with a balance on the pre-bankruptcy account and handle all bankruptcy related matters.

4.0 Uncollectible Debt

In the event reasonable collection efforts have been exhausted and do not result in collection of all or a portion of the delinquent amount, delinquent accounts may be deemed uncollectible. The Officers are authorized to exercise their sound business judgement to determine that there is little likelihood of recovery of the delinquent amount. Ratepayers with delinquent accounts that have been deemed uncollectible, are ineligible to receive Service until the delinquent amount is paid in full.

5.0 Miscellaneous Items

6.1. Effective Date; Implementation

This Policy shall become effective per the approval of Capital Region Water. Capital Region Water personnel shall come into full compliance with the Policy within six (6) weeks of the effective date.

6.2. Noncompliance with Policy; No Private Right of Action

The failure of any Capital Region Water employee to comply with any provisions of the Policy shall not create any private right of action in favor of any Ratepayer; provided, however, that any such failure may be raised as an affirmative defense to any enforcement action taken by Capital Region Water.

6.3. Amendments to Policy

This Policy may only be amended in writing. Any amendments shall not become effective until duly adopted by Capital Region Water at a regularly scheduled meeting.