CITY OF LEBANON AUTHORITY
LEBANON, PENNSYLVANIA

RATES, RULES AND REGULATIONS
GOVERNING THE
WATER SYSTEM

IN
The City of Lebanon
Annville Township
Cleona Borough
Jonestown Borough
North Cornwall Township
North Lebanon Township
South Lebanon Township
Swatara Township
Union Township
West Lebanon Township

Rules & Regulations Last Amended: August 12, 2019
Consumption Rates Adopted: December, 2017; Effective April 1, 2018
Tapping / Capacity Fees Adopted: February 8, 2016
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## RATE SCHEDULES

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SECTION 1. Definitions.

Wherever used in the Rules and Regulations or elsewhere in the tariff of the City of Lebanon Authority, the following terms shall have the meanings hereinafter set forth:

Applicant: A person who applies for water service at a Premises.

Authority: The City of Lebanon Authority, owner and operator of the water system.

Authority's Service Line: The connecting facilities between the Authority's distribution main and a Consumer's Service Line, in general consisting of a valve or corporation stop at the main, piping therefrom to the street curb line, terminating in a curb stop and curb box.

Back Flow Preventer: A device installed in the Consumer's Service Line to prevent steam, gas, chemicals, or water of unknown or questionable quality from a separate piping system from entering the Authority's water system.

Bureau or Bureau of Water: The Bureau of Water of the City of Lebanon Authority, owner and operator of the water system.

Consumer: The party, either property owner or tenant, contracting with the Authority for water service for one or more families or for one or more business/institutional units on one premise, or a customer contracting with the Authority, pursuant to Section 5, paragraph 2 for water supply to re-sell.

Consumer's Service Line: The connecting facilities from the Authority's curb stop and curb box into and in a Consumer's Premises, except the water meter.

Cross-connection: Any physical connection or arrangement between two otherwise separate piping systems, one of which contains potable water and the other steam, gas, a chemical or water of
unknown or questionable safety, whereby there may be a flow from one system to the other, the direction depending on the pressure differential between the two systems.

Extender: Any person or firm desiring to extend or causing to be extended any water main or any part of the water system herein defined.

Fire Service: Service or supply by the Authority of standby or use through fire or sprinkler service lines or hydrants.

Interconnection: The connection of two or more water supplies, each approved by the Department of Environmental Protection.

Main Extension: Water service requiring the construction of one or more additional water mains.

Meter: A device for measuring the quantity of water used, which is a basis for determining charges for water service to a customer.

Premises: The property, building, or other site to which water service is furnished, including:

1. a building under one roof, owned or leased by one person, and occupied as one residence or business;

2. each combination of buildings owned or leased by one person, served by one service line, and occupied by one family or business;

3. each side of a double house or each housing unit;
4. each apartment, office, or suite of offices located in a building having several such apartments, offices, or suites of offices and using in common one or more means of entrance; or

5. such other situations as the Authority shall deem proper and advisable.

<table>
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<th>Term</th>
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<tr>
<td>Private Fire Line:</td>
<td>The connecting facility between the Authority's service line at the curb to the point where fire service is provided.</td>
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<td>Private Service Line:</td>
<td>A service line that is installed in a public street (right-of-way) in lieu of a water main extension to serve an individual property when it is determined by the Authority that no additional consumers can be served from said public street. This line shall be the connecting facility between the Authority's service line at the curb stop (nearest the water main) and the point to where potable water is provided. This line shall be installed, owned, and maintained by individual receiving said water service.</td>
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<td>Private Water Main:</td>
<td>Water mains that are installed, owned, maintained by individuals, companies, corporations, partnerships, etc. for supplying potable water to facilities within privately owned tracts of land.</td>
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<td>Property Owner:</td>
<td>A person in whose name the deed for a property is designated.</td>
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<td>Remote Readout Unit:</td>
<td>A device used to transmit the inside meter register reading to a point outside buildings, meter pits, etc.</td>
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<td>Standby Service:</td>
<td>Water service intended to supplement service provided from a source of supply other than that of the Authority.</td>
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<td>Tenant:</td>
<td>A person who leases or rents Premises from a Property Owner.</td>
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<td>Touch-pad Unit:</td>
<td>A device used to transmit the inside meter register electronically to an electronic recording device.</td>
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<td>Water Service:</td>
<td>Provision by the Authority of water as a commodity, of readiness to serve water for any purposes, and of any services related thereto.</td>
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<td>Water System:</td>
<td>Any pumping station, treatment plant, reservoir, standpipe, water main, valve, hydrant, Authority service line or other appurtenance which now exists or may be constructed or owned by the City of Lebanon Authority.</td>
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1. A Water Service Application shall be submitted by the property owner. The property owner shall carefully read the Authority's policy governing water service and metering. After this policy has been read, applicant shall sign the Water Billing Office record form indicating that the applicant has read same prior to submitting said application.

2. Upon acceptance of the application by the Authority, the application together with these Rules and Regulations and the rate schedule of the Authority, as altered or amended from time to time, shall constitute the entire contract between the property owner and the Authority.

3. The application will not be approved until the Authority receives full payment of all applicable service connection charges, tapping fees, and other charges as duly adopted by the Authority.

4. A tenant may not make application for a water service connection, unless the Authority previously had written agreement with the property owner that the tenant will be responsible for contracted water service.

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

6. When application is made by someone other than the property owner, the property owner shall cosign the application and shall guarantee payment for water service.

7. The fact that an application may not exist, or may not be signed by the property owner, shall not relieve the property owner of his responsibility for ultimate payment of all water service bills related to a premises.

8. Separate water service applications shall be made for:

   (a) each building under one roof, owned or leased by one party, and occupied as one residence or business;

   (b) each combination of buildings in one common enclosure, owned or leased by one party and occupied by one family or business;

   (c) each side of a double house having a solid vertical partition wall, unless served by a single water meter;

   (d) each side or part of a house occupied by one family or business, even though the kitchen, bath, or other fixtures are used in common;
(e) each building containing apartments, business establishments, offices, or suites of offices located in a complex of such apartments, business establishments, offices, suites of offices, or combinations thereof;

(f) each fire service connection, whether public or private;

(g) each irrigation system, whether domestic or commercial; or

(h) such other cases as the Authority shall deem proper and advisable.
SECTION 3. Authority's Service Lines.

1. Upon approval of the water service application and payment of all applicable connection and tapping fees, the Authority's Service Line of a size and at a location determined by the Authority will be installed and maintained by the Authority at its own expense as an integral part of its supply system and are the property of the Authority and under its exclusive control. Where the Consumer requests a service line larger than that deemed necessary by the Authority, the Authority will install the larger service, provided the Consumer pays the additional cost for the larger service. Per Act 57 provisions, in lieu of the connection fee, the Authority may require the construction and dedication of the facilities by the property owner.

2. Any temporary or emergency feature of an Authority's Service Line requested by the Consumer, shall be at the expense of the Consumer. If the owner of a parcel of ground desires a service line installed to the curb in advance of street improvement and where there is no present demand for a supply of water, such property owner shall pay the cost of installing the service line.

3. When an individual desires the installation of an Authority's Service Line in order to secure a water supply for a trailer or trailers, and in the judgement of the Authority the taking of water through said service line is temporary in nature, the Authority will install a service line, provided the Consumer pays the cost of installing the service line.

4. No Authority's Service Line will be installed at a time when street openings are prohibited by municipal or state regulations or, in the judgement of the Authority, working conditions are unreasonable for such installations.

5. Where renewal of an Authority's Service Line is found to be necessary by the Authority, the Authority, at its own expense, will renew said service line in the same or nearby location as the old one.

6. When a Consumer desires a change of the existing service line for the sole purpose of relocation or size and the line is not damaged or deteriorated, the Consumer shall bear the entire cost of the change, including excavation and cutting off the old service line.

7. The water mains and service lines of the Authority are under the exclusive control of the Authority. No person other than the Authority's representatives shall disturb, tap, change, obstruct access to, or interfere with them, in any way.

8. No Consumer, unless specially authorized to do so, shall open or close any of the Authority's stop cocks or valves in any public or private line.
9. Separate service lines shall be installed for normal domestic water service and fire protection service, unless a combined service line is approved by the Authority. See Section 12 for more information pertaining to domestic fire service.

10. Separate service lines shall be installed for irrigation systems, whether domestic or commercial, and shall require their own water meters. Irrigation system service lines will not be approved until all required tapping/capacity fees are paid in full.

11. Authority's service lines will not be installed on private property, unless the Consumer provides a duly recorded written easement granting permission for the Authority to install and maintain the service line on said private property.

12. Authority's Service Lines shall not: (a) occupy the same trench with, or be placed within eighteen (18) inches of any sewer pipe or any facility of any public service company, except that a common trench may be ledged for the service; or (b) be placed within three (3) feet of any open excavation or vault.

13. When service is discontinued, the service line shall be disconnected at the main by shutting off at corporation valve, cutting and crimping shut the service line. Conditions that typically require the disconnection of a water service line are (1) building demolition and service will be discontinued; (2) whenever a new building or building addition is erected on the site where there is an existing water service line and it is desired to change the size/location of the service line; (3) redevelopment or construction on a lot or multiple lots that results in an unused water service line; and (4) any other conditions that are deemed applicable by the Authority.

The property owner shall be responsible for the disconnection and all costs involved, including obtaining local and state permits. The property owner shall also be responsible for signing the Application for Water Service Disconnection. A Deposit for Demolition Service Line Severance shall be applicable, paid by the property owner, in the amount specified in Section C – Special Charges. The deposit shall be returned to the property owner after the disconnection is inspected by the Authority, the work meets Authority specifications, and the street restoration meets the local municipality’s approval (and state approval, if necessary). If the property owner fails to disconnect the service, the Authority shall keep the deposit and disconnect said service. In the event the Authority’s disconnection costs are more than the deposit held by the Authority, the Authority shall file a municipal lien against the property in the amount of said cost difference, plus costs associated with filing the lien.

Disconnection shall be completed within a one year timeframe specified by the Authority either in a notification letter or on the Application for Water Service Disconnection. If, at the end of one year, the service has not been disconnected, the property owner can apply for a one year extension to complete the disconnection, and pay
the applicable extension fee specified in Section C – Special Charges. No other extensions of time will be granted by the Authority.

If it is determined during the demolition process that a service line is made of a material other than copper, the property owner shall be required to disconnect the service line at the main.

14. Authority’s service lines shall not be installed on any Authority transmission water main (mains larger than 10-inches in diameter), unless its transmission main is the only main adjacent to the property desiring service. In the event there are multiple water mains adjacent to the property, Authority’s service line shall be installed on a distribution main.
SECTION 4. Consumer's Service Lines.

1. Each Consumer's Service Line shall be installed and maintained by or on behalf of such Consumer at his expense. Should the Authority discover leaks on a Consumer's Service Line, the Consumer shall immediately repair the same. Consumer's Service Lines shall be of material and at a location approved by the Authority and shall be equipped at an accessible point within the Premises with a stop and waste cock of a pattern and material approved by the Authority.

2. Whenever a Consumer's Service Line has been found to be of material other than copper, which has been laid prior to the issuance of this tariff, such pipe shall be replaced immediately. Cast iron service lines shall be replaced at the Consumer's expense.

3. Whenever a Consumer's Service Line has been found to be Lead, the line shall be replaced immediately, at the expense of the Authority. In such cases, the Authority will provide a plumber or contractor to replace the service line. If the Consumer desires to use a different plumber, the Authority will review and approve all private plumber estimates prior to work and reimbursement.

4. The Consumer's Service Line shall not: (a) occupy the same trench with, or be placed within eighteen (18) inches of any sewer pipe or any facility of any public service company, except that a common trench may be ledged for the service if approved by the Authority; or (b) be placed within three (3) feet of any open excavation or vault; or (c) pass through any Premises other than those served by such Consumer's Service Line, except as permitted in paragraph 7 of this section.

5. All Consumer's Service Lines shall be laid to a depth of at least four (4) feet. The installation of all service lines must be inspected and approved by the Authority before back-filling of the trench. Before back-filling begins, the pipe shall be laid on not less than four (4) inches of earth or approved stone bedding, free of rock and the pipe shall be covered with earth or approved stone bedding, free of rock.

6. No one Consumer's Service Line shall supply water to more than one property; and where a building originally built as a single building and fitted with one service pipe, (has been or) may hereafter be subdivided, each separate division so made, must have its own separate service line from the curb stops at the termination of the Authority's Service Line.

7. Where more than one Consumer is supplied through one Consumer's Service Line, a violation of these Rules and Regulations by any such Consumer shall be deemed a violation by all such Consumers, but water service to the Premises shall not be discontinued until after the expiration of a reasonable time for the installation of a separate Consumer's Service Line for each Consumer after notice by the Authority to all such
Consumers of the Violation of the Rules and Regulations. The Authority will install a sufficient number of separate curb stops at the termination of the Authority's Service Line to permit the installation of a separate Consumer's Service Line for each Consumer. The Authority may at its election install one Authority's Service Line for, and permit the use of one Consumer's Service Line by, all such Consumers other than the Consumer who shall have violated these Rules and Regulations.

8. The size of the Consumer's Service Line shall be established by the Consumer, and will be subject to Authority review and comment. However, the Authority will assume no responsibility for adequacy of service line size.
SECTION 5. Use of Service.

1. The Consumer shall neither use nor permit the use of water service available for any other purposes or at any other place than stated in his application for the water service excepting with the written consent of the Authority, previously obtained. Water may be supplied without such written consent in order to temporarily relieve consumers having frozen or broken pipes or whose supply may be cut off by similar emergencies. Water service not supplied by the Authority shall not be connected or cross-connected with the Authority's facilities, except as permitted by DEP, Title 25, Chapter 109, Section 109.71.

2. The Consumer shall not, without the written consent of the Authority, resell or give away the water service supplied or available to such Consumer.

3. Each Consumer will be supplied water through a separate metered service connection unless the Authority grants an exception.

4. The Consumer shall not use water at such rates or in such manner that will cause flow or pressure surges to occur in the water system. If disturbances of flow or pressure result from the Consumer's manner of water use, he shall immediately make modifications to his plumbing system to eliminate these disturbances.

5. The Consumer shall not, without the written consent of the Authority, connect to the following:
   
   (a) Any device that may cause water hammer.

   (b) Any booster pump, boiler plant, or boiler pump having an unprotected connection.
SECTION 6.  Temporary Service.

1. A supply of water for construction or other such purposes, except on premises already receiving water service, shall be specially applied for.

2. Water service may be provided on a temporary basis for special conditions which do not fall under the classification of permanent or standby service. Each case shall be reviewed on an individual basis and service shall be at the discretion of the Authority.

3. Applicants for temporary use of water shall submit a written application to the Authority for approval. The application shall be accompanied by a deposit in an amount determined in Section 15.1 of the Rates, Rules and Regulations.

4. All estimated net costs for installing and dismantling Authority service connections shall be paid for by the applicant in advance.

5. Temporary water service may be metered, at the option of the Authority. The Authority will install and remove the meter, and all costs shall be paid by the applicant.

6. If water is used where a meter is not installed, the Authority shall establish the charge for water service, from the date of initial use to the date of meter installation or termination of use.
SECTION 7. Meters and Metered Service.

1. The Authority will own, control, install, and maintain all service meters at its own expense except that repairs to or replacements of a meter made necessary by reason of damage thereto caused by freezing, hot water or willful or negligent act or omission to act by a Consumer, will be made by the Authority at the expense of such Consumer.

2. The Authority will determine the style and size of meter to be installed and the location thereof. The Authority shall have the right to install the meter at the curb stop or at any point on the Consumer's Service Line. At the request of the Authority, the Consumer shall furnish and maintain a meter housing of a type and material approved by the Authority.

3. All meters are to be set in accordance with the following regulations:

   (a) For meters 5/8 inch to two (2) inches:

      (1) There shall be placed in the service pipe, within the wall of the building supplied, and so located as to drain all of the pipes in the building as well as the meter, a brass gate valve, at the expense of the Consumer, for his protection in enabling him to turn off the water in the case of leaks and to drain the pipes to prevent freezing.

      (2) The foregoing is followed by a meter and necessary couplings furnished and installed by the Authority.

      (3) A backflow preventer of a type approved by the Authority must be placed on the outlet side of the meter. The Authority will supply backflow preventers for meters up to one (1) inch. Backflow preventers for meters larger than one (1) inch shall be supplied by the Consumer.

      (4) A WATTS dual check backflow preventer shall be placed on the outlet side of the meter when installation is on property that has a well. Said backflow preventer shall be supplied by Consumer.

   (b) Meters larger than two (2) inches shall be set in similar manner as the five-eighths (5/8) inch to two (2) inch meters, except that iron body brass mounted gate valves may be used in place of brass gate valves.

   (c) A valved bypass, as approved by the Authority, shall be provided by the Consumer on all meter settings larger than two (2) inches. As a general rule, the bypass should be one-half (2) the service size, or a minimum of two (2) inches.
4. Where two (2) or more buildings or two (2) or more families or establishments in a single building are supplied by a single service line, with the approval of the Authority, the property owner shall arrange the several house connections, or the plumbing, in such a way that a separate stop can be placed upon the supply line of each of said buildings, families, or establishments, so that any portion of the same which may be separately occupied, can be drained or metered without interfering with the supply of other occupants.

5. No Consumer shall remove or tamper with the meter installation nor permit any other person except an authorized employee of the Authority to do so. When a meter seal or seal wire has been tampered with or broken or the meter has been removed by an unauthorized person, the Authority may remove, test, reset, reseal, and reinstall the meter at the expense of the Consumer.

6. The meter will be tested upon written request of the Consumer. Each request for the test of a meter for accuracy shall be accompanied by a deposit, the amount of which shall be established in Section 22, Schedule C. If the meter so tested shall be found to have an error in registration of less than four (4) percent, the deposit shall be retained by the Authority as compensation for such test; if the error in registration is found to be four (4) percent, or more, then the cost of the test shall be borne by the Authority and the amount of the deposit shall be returned to the Consumer. If a meter is found to be inaccurate, an adjustment will be made for the current billing period only, based on test results or on the recorded consumption for the same billing period during the prior year. If there is evidence to establish the date of inaccuracy, the adjustment will be made from that date.

7. When a meter is installed outside a building, it shall be placed in an approved meter box or vault/pit complete with approved lid, stops or valves, with drains, all provided at the consumer’s expense. It shall be the Consumer's responsibility to maintain their meter pit according to Authority standards. Meter vaults/pits may be required for all new construction properties, and for all properties with service lines with lengths greater than 100 feet from the curb box to the building.

8. Water meter touch-pad units must remain accessible at all times for meter readers to obtain proper readings. Consumers are responsible for keeping trees, shrubs, fences, or any other obstacles away from touch-pad units.
SECTION 8. Backflow Prevention Devices

1. Section 109.709 of the Pennsylvania Department of Environmental Protection (DEP) Rules and Regulations (25 PA. Code Chapter 109) requires that "the public water supplier shall develop and implement a comprehensive control program for the elimination of existing cross-connections, or the effective containment of sources of contamination, and prevention of future cross-connections". The requirements for the cross-connection control program are defined in the DEP Public Water Supply Manual, Part VII, and are supplemented herein for the Authority water system.

2. As a minimum, all permanent and temporary water service connections to the Authority water system, regardless of size, including residential service connections and fire service connections, shall be equipped with a single check valve. Single check valves installed on 3/4-inch diameter residential service lines shall be furnished by the Authority, whether or not they are actually installed by the Consumer. All single check valves larger than 3/4-inch diameter, and all other backflow prevention devices, shall be the property of the Consumer or property owner, as the case may be, who shall remain responsible for their installation, inspection, testing and overhaul in accordance with Authority requirements.

3. No water service shall be installed or maintained to any premises where actual or potential cross-connections may exist unless such actual or potential cross-connections are abated or controlled to the Authority's satisfaction. When, in the opinion of the Authority or its authorized representative, an approved backflow prevention device is required, the Consumer shall install such approved backflow prevention device at each service connection to the premises. No connection shall be installed or maintained whereby water from an unapproved auxiliary source may enter the Authority's water system.

4. When an approved backflow prevention device is required, that device shall be installed at a location and in a manner approved by the Authority and shall be installed by a properly qualified person.

The device shall be located on the Consumer's side of the water meter, prior to any other branch piping to the Consumer's premises. However, a reduced pressure backflow prevention device shall not be permitted in the meter pit, but shall be installed in the building or above the meter pit in a location where it will not be subject to flooding and will be maintained free from standing water.
5. The type of backflow prevention device required for a particular Consumer shall be determined by the Authority based on then-current regulatory requirements. An approved air gap separation shall be installed where there are substances that are dangerous to public health. An approved air gap separation or an approved reduced pressure zone device (RPZD) shall be installed where the Authority's water system may be contaminated with a substance that could cause a water system or health hazard. An approved air gap separation, or an approved RPZD, or an approved double-check valve assembly (DCVA) shall be installed where the Authority water system may be polluted with substances that would be objectionable but not dangerous to health.

6. Costs of furnishing and installing the backflow prevention device shall be borne by the Consumer, who also retains ownership of the device and is responsible for testing and maintaining it. Devices shall be inspected, tested, and overhauled at the Consumer's expense in accordance with the following schedule:

   (a) Air separation shall be inspected at time of installation and at least every twelve months thereafter.

   (b) Double-check valve assemblies shall be inspected and tested for tightness at the time of installation and at least every twelve months thereafter.

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

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

   Inspections, testing and overhaul shall be performed by a person certified for that work, and repair or replacement shall be made without delay at the Consumer's expense. The Consumer shall maintain a complete record of each backflow prevention device and a record of inspections, tests, repairs, and overhauls shall be submitted to the Authority upon request.

7. The Consumer shall be responsible for conducting periodic surveys of water use practices on the premises to determine whether there are actual or potential cross-connections through which contaminants or pollutants could backflow into the Authority's water system, and the Consumer shall furnish information on water use to the Authority on request. The Consumer's premises shall be open to the Authority on request to conduct surveys and investigations related to water use practices and actual or potential cross-connections.

8. The Authority reserves the right to require an approved backflow prevention device where the Authority determines that cross-connections are not correctable or that intricate plumbing arrangements make it impractical to determine whether cross-connections exist, where it is impossible or impractical to make a complete cross-connection survey, or where there is a history of cross-connections being established or reestablished.
9. Where a booster pump has been installed on the service line to or within any premises, such pump shall be equipped with a low pressure cut-off device designed to shut off the booster pump when the pump suction pressure drops to ten pounds per square inch or less for a period of 30 seconds or longer. The Consumer shall maintain the low pressure cut-off device in proper working order and certify to the Authority, at least once a year, that the device is operating properly.

10. The Authority may deny or discontinue, after reasonable notice to the occupants thereof, water service to any premises wherein any backflow prevention device is not installed, tested, and maintained as required; or if the backflow prevention device has been removed or by-passed; or if an unprotected cross-connection exists on the premises; or if a low pressure cut-off device is not installed and maintained in working order. Water service to such premises shall not be restored until the Consumer has corrected or eliminated such conditions or defects to the satisfaction of the Authority.
SECTION 9. Private Service Lines / Water Mains.

1. A service line / water main that would be installed in lieu of a traditional water main extension when it is determined by the Authority that no additional Consumers can be served from said service line / water main.

2. Terms of Agreement. All Private Service Lines and Mains shall be made on the basis of a "Private Water Main / Service Line Connection" agreement, made between the applicant and the City of Lebanon Authority, the said agreement providing:

   (a) The service line / main shall be installed at the expense of the applicant.

   (b) The applicant or his/its heirs, successors, and assigns shall own, maintain, and repair said service line / main from curb stop nearest to the Authority’s public main to point of use.

   (c) This installation shall be installed, including pipe, valves, and appurtenances in accordance with Specifications of the Authority.

   (d) Applicant shall receive written permission from City, Township, or Borough authorizing street excavation.

   (e) In the event that six (6) inch or larger main is installed by the Authority in front of applicant’s property, said applicant or his/its heirs, successors, and assigns will pay their proportionate cost of the installation of the Authority’s main at time of application for service.

   (f) The Authority has the right to discontinue or disconnect said service line / main and terminate this application, upon written notice given fifteen (15) days in advance by the Authority to the applicant, for failure to make repairs to said service line / main.

   (g) The Authority will not be responsible for dirty water resulting from the "dead-end" effect of said service line / main.

   (h) No service line taps will be permitted on line / main installed by applicant without the expressed written permission of the Authority.

   (i) The Authority may require "looping" of said applicant’s service line / main.

   (j) The hook-up of the applicant’s service line / main to the Authority's water main will only be made after the Authority has inspected the completed installation and verified that same is in accordance with this application.
3. Installation of Private Water Systems: Installation prior to metering shall meet all specifications as if the mains were to be dedicated to the Authority.

(a) Metered – Authority approved pit, meter, bypass meter, and valving. All water mains and services after the meter are at the discretion of the Developer / Consumer.

(b) Non-Metered – Meet all requirements of Authority construction specifications.

1. Upon written instruction from the duly authorized officials of a municipality supplied by the Authority, the Authority will install at the designated location on any public highway, a public fire hydrant, together with a cast iron service pipe from the Authority's street main to the hydrant, provided that the size of the existing street main and surrounding distribution system and the available pressure in said street main are, in the judgment of the Authority, sufficient to provide proper service at the fire hydrant under normal and ordinary conditions. Cost of installation to be paid by party requesting hydrant before water is turned on.

2. All public fire hydrants will be maintained by the Authority at its own expense, provided that any expense for repairs caused by carelessness or negligence of the employees of the municipality or the members of the fire or any other department thereof shall be paid for by said municipality.

3. The use of public fire hydrants (except as provided in Section 10, Paragraph 4) shall be restricted to the taking of water for the extinguishing of fires.

4. The testing of fire hose, fire apparatus, or the instructing in fire fighting techniques by fire companies shall be restricted to the hydrants located at the County Fire School. No other public or private hydrants shall be used for this purpose.

5. No public fire hydrant shall be used for sprinkling streets, flushing sewers or gutters, filling swimming pools, contractors' or builders' purposes, or for any other than fire purposes, except with the written approval of the Authority. The Authority's approval of the use of water from fire hydrants for such purposes will not be granted except where such use is deemed necessary by the Authority and other means of obtaining water are not available. In such cases, those using the hydrant must follow all Authority requirements such as ample notification prior to use, proper threads for hoses, air gaps, etc. Any permit so granted shall be revocable at the discretion of the Authority.

6. Public fire hydrants shall be kept free of obstructions of any kind. Fences, bushes, trees, or any other types of obstructions shall not be placed within five (5) feet of public fire hydrants. Hydrants shall also have appropriate clearance from the hydrant to the street. The Authority reserves the right to notify the proper authorities of any violation of this paragraph.

7. Only representatives of the Authority are authorized to take fire flow measurements or pressure tests from either public or private fire hydrants. Any fire company or insurance company requiring fire flow/pressure tests shall contact the Authority to schedule said tests, pay the applicable testing fees, and provide three-day notification prior to testing. Fire or insurance companies shall follow all Authority flow testing requirements.
8. Upon written instructions from the duly authorized officials of a municipality, company, individual, etc. supplied by the Authority directing a change in the location and/or grade of a public fire hydrant, the Authority will make such change at the expense of the municipality, company, individual, etc.

9. Upon request of the duly authorized officials of any municipality, the Authority will make inspections at convenient times and at reasonable intervals to determine the condition of the fire hydrant, such inspections to be made by a representative of the Authority and the Fire Chief or other duly authorized representative of the municipality.

10. Public fire protection service annual charges shall be payable in advance by the municipality requesting the public fire hydrant at the rate stipulated in the Authority's Schedule of Water Rates.

11. The Authority does not assume any liability as insurer of property or person. Any property owner receiving fire service will not be entitled (in the event of fire) to any service, pressure, capacity, or facility other than that available at the time, in view of the circumstances of the Authority at that time.

12. Authority will repair or replace public fire hydrants damaged in vehicular accidents or natural disasters and seek insurance settlements as necessary.

13. Location and spacing of fire hydrants shall be as required by the Authority for maintenance and draining of the water mains, or at a closer distance as requested by the municipality.
SECTION 11. Private Fire Service.

1. Under a metered connection, such private fire service as a Consumer may elect to use through his general service line shall not be considered private fire protection service within the meaning of the term as specifically used in the rate schedule, nor shall there be any other charge for such service except that which arises from the application of metered rates. All other private fire service will be furnished only at the rates established under "Private Fire Service".

2. A fire service line with shut-off valve for private fire service only will be installed by the Authority from the main to service valve. The cost of this fire service line will be paid by the Consumer before service is rendered, or Authority may direct the consumer to install the service line and dedicate it to the Authority. Said cost will be the Authority's actual cost of installation. The Authority may install and maintain a meter or bypass detector meter on said service line provided and maintained by the Consumer at a place suitable and acceptable to the Authority.

3. Private fire service annual charges shall be rendered monthly or quarterly, and shall be included on Consumer's respective monthly or quarterly water bill.

4. Cross-connection between a Consumer's own private water supply and the Authority's service line shall be according to Pennsylvania Department of Environmental Protection's Title 25, Chapter 109, Sections 109.71 through 109.76.

5. When a Consumer desires or must use fire system booster pumps, approval will only be granted based on the results of a hydraulic analysis conducted by an independent professional engineer agreed upon by both the Consumer and the Authority, showing the effect said pumps would have on the Authority's distribution system. All costs involved for this study shall be borne by the Consumer.

6. The maximum size fire line or connection shall be twelve (12) inches or limited to one size smaller than the street main to which it is connected.

7. Terms of Agreement. All private fire service connections shall be made on the basis of a "Fire Service Connection" agreement between the applicant and the Authority, said agreement providing:

   (a) The Authority makes NO guarantee as to pressure or volume of the water in this line or the main supplying the same, and shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure in the supply of water, whether occasioned by the shutting off of water in case of accident or for alterations, extensions, connections, or repairs, testing or for any cause whatsoever.
(b) The applicant agrees to hold the Authority completely harmless from any loss incurred or alleged and to indemnify the Authority for any losses or expenses incurred as a result of the issuance of service through said fire connection.

(c) The Authority will flush private fire hydrants as part of the Authority's annual flushing schedule, if requested, only upon receipt of written agreement and related charges. During flushing, applicant agrees to have adequate staff available to work with Authority personnel on the day the hydrant(s) will be flushed. Applicant is responsible to make any repairs to the privately owned hydrant(s) on private property.

8. The Authority will inspect all private fire service lines. Certain fire service lines will require the Authority to conduct pressure and bacteria tests. In the event that the Authority performs such tests, the Consumer will be responsible for paying the applicable inspection fee. Please see 'Schedule C – Special Charges' for the current fire service inspection fee. All fees must be paid before the Authority will activate private fire service.

1. All multi-family structures will require separate domestic and fire service lines. Each line will be equipped with its own shut-off valve. Fire service line will not be metered for consumption.

2. A single, metered service line can be used in single family structures for both domestic and fire sprinkler use.

3. Private fire service annual charges for multi-family structure fire lines shall be rendered monthly or quarterly, and shall be included on Consumer’s respective monthly or quarterly water bill.
SECTION 13. **Bills and Notices.**

1. The meters will be read quarterly or monthly and standard bills based upon the time interval between meter readings shall be computed and issued.

2. All water bills shall be due and payable when rendered. Special charges shall be payable on demand. No abatement on meter bills will be made for leaks or for water wasted by damaged or defective fixtures. All charges to metered residential, commercial, industrial, and public consumers, including private fire service charges, if unpaid thirty (30) days after the same are due, shall be considered delinquent, and a five percent (5%) late payment charge on the full unpaid and overdue balance will be added to the bill. Whenever a bill becomes delinquent fifteen (15) days, written notice will be given, after which, if the bill is still unpaid, domestic water service will be shut off from the premises of such delinquent Consumer. Such Consumer will not again be supplied until payment of all outstanding amounts and costs incurred in restoring service are paid. If the bill remains unpaid for one year, delinquent bill will be sent to a collection agency, and Customer shall be responsible for any and all additional collection agency charges.

3. Any service discontinued for nonpayment of water bill, or for violation of the Authority's Rules, will not be resumed until all arrearage are paid, plus a charge to cover the cost of turning off and turning on the water. In the event the Consumer makes payment on the day a representative of the Authority personally delivers notification of turning off service for nonpayment of a water bill, a charge to cover the cost of notification will be paid by the Consumer in addition to all arrearage. In cases where it becomes necessary to remove and reinstall a meter, the consumer will be charged to cover all costs incurred. If restoration of service after normal working hours is requested, a charge to cover the costs incurred will be paid by the Consumer, in addition to all arrearage. See Schedule C – Special Charges, for a listing of applicable customer charges.

4. Bills for metered water service will be according to the use indicated by the meter registration. In the absence of meter readings, due to failure of the meter to properly function or for any other reasonable cause, the bill will be according to estimated use on the basis of meter registration during similar preceding periods. In the case where the Remote Readout Unit malfunctions, bill for water service will be according to use indicated by meter registration.

5. The property owner or tenant of any metered property shall notify the Authority immediately of any change of ownership or tenant, of such property so that the Authority may cause the meter to be read, so that the final consumption shall be billed to the seller or prior tenant and all future billings shall be made to the buyer or new tenant. A charge will be billed in connection with the change of ownership to cover the meter reading and related administrative costs. See Schedule C – Special Charges, for change of ownership costs. Bills for a partial billing period will be determined according to the Schedule of Water Rates, based on actual consumption or a prorated minimum, whichever is greater. Prorated minimum bills will be based on the number of days service is rendered in the billing period.

6. The owner of any property served with water by the Authority shall be responsible to the Authority for the payment of all water furnished to the property, irrespective of any agreement between the property owner and a third party, and the bill shall in all cases be rendered to the owner of the property unless the Authority has written agreement with the owner to render the bill to some other party acting in a formal capacity as an agent of the owner, in which case the owner shall nevertheless remain liable for the payment of all water bills.
7. All non-consumption related bills are payable in full when rendered. If bill is unpaid in thirty (30) days, it shall be considered delinquent and a five percent (5%) late payment charge will be added to the unpaid bill. Whenever a bill becomes delinquent fifteen (15) days, written notice will be given, explaining that if payment is not made within a fourteen (14) day period, delinquent bill will be sent to a collection agency. If delinquent bill is sent to collection, the Consumer shall be responsible for any and all additional collection agency charges.

8. All flat rate public fire service bills are rendered annually in advance from August 1 to August 15, inclusive, and are payable in full when rendered. All public fire service will be furnished only at the rates established under Schedule B - Public and Private Fire Service Rates, and shall follow the same billing/collection process specified in paragraph 7, above.

9. All flat rate private fire service bills are rendered monthly or quarterly, and shall be included on Consumer’s respective monthly or quarterly water bill. All private fire service will be furnished only at the rates established under Schedule B - Public and Private Fire Service Rates, and shall follow the same billing/collection process specified in paragraph 2, above.

10. All charges for temporary water service shall be payable in advance of service. (See Section 6 and Schedule C - Special Charges).

11. All bills for water service are payable at the Authority’s Utility Billing Office, 2311 Ridgeview Road, Lebanon, Pennsylvania. The Authority may mail or deliver the bills and notices to a Consumer at his address given in the application and service contract and the Authority shall not be otherwise responsible for the delivery thereof. If payment of a bill is made by mail, for the purpose of determining the time of payment, it shall be determined to have been made on the date shown by the postmark on the envelope in which payment is enclosed.

12. Customers can pay their bills directly to the Authority with cash, checks, or money orders. Customers can also pay consumption related bills with credit cards, debit cards, or e-checks via a 3rd-party payment processor partnered with the Authority. Said 3rd-party payment processor may charge its own separate fee to customers who use this service.

13. Failure to receive a bill will not exempt the Consumer from the terms of payment, and shall not constitute a waiver of these Rules.

14. A Consumer who admits liability for billed service and who is deemed to be delinquent in payment for services rendered may enter into a mutually satisfactory written agreement with the Authority to amortize or pay the unpaid balance of the account in one or more payments over a reasonable period of time. Payment agreements will not be extended beyond November 30th of any calendar year.

15. The Authority reserves the right to take any legal action it deems necessary, including the lien of property, in order to recover amounts due and payable.

16. Any Consumer who doubts the accuracy of a bill shall bring or mail the bill, within ten (10) days of receipt, to the Authority’s Utility Billing Office. The Authority will check the bill, and either confirm the original billing or issue a corrected bill. The due date will be adjusted by the time required to check and reissue the bill.
SECTION 14. Emergency Provisions / Medical Exemptions For Water Shutoffs

1. **General Provisions**: The Authority will not terminate service, or refuse to restore service, to a premises when a licensed physician or nurse practitioner has certified that the customer or an applicant seeking restoration of service, or a member of the customer’s or applicant’s household is seriously ill or afflicted with a medical condition that will be aggravated by cessation of service. The customer shall obtain a letter from a licensed physician verifying the condition and promptly forward it to the Authority. The determination of whether a medical condition qualifies for the purposes of this section resides entirely with the physician or nurse practitioner and not with the Authority.

2. **Postponement of termination pending receipt of certificate**: If, prior to termination of service, an Authority employee is informed that an occupant is seriously ill or is affected with a medical condition which will be aggravated by a cessation of service and that a medical certification will be procured, termination may not occur for at least 3 days. If a certification is not produced within that 3-day period, the Authority may resume the termination process at the point where it was suspended.

3. **Charges if termination occurs prior to receipt of certification**: If termination has already occurred prior to notification that a medical certification will be procured, termination charges will be added to outstanding balances, and must be paid in accordance with paragraph 9 (relating to duty of customer to pay bills).

4. **Medical certifications**: Medical certifications must be in writing subject to the right of the Authority to verify the certification by calling the physician or nurse practitioner. Certifications must include the following:

   (a) The name and address of the customer or applicant in whose name the account is registered.
   (b) The name and address of the afflicted person and relationship to the customer or applicant.
   (c) The nature and anticipated length of the affliction.
   (d) The specific reason for which the service is required.
   (e) The name, office address and telephone number of the certifying physician or nurse practitioner.

5. **Length of postponement**: Service may not be terminated for the time period specified in a medical certification. The maximum length of the certification shall be 30 days.

6. **Down payments and payment agreements**: Customer will be required to pay a portion of his or her outstanding account balance and to sign a payment agreement at the time he or she submits a medical certification. The payment agreement will outline specific dates on which payments must be made during the period of time that termination of service is postponed as a result of this Section.
7. **Renewals**: Certifications may be renewed in the same manner and for the same time period as provided in paragraphs 2, 3, 4, and 5 of this section if the customer has met the obligation under paragraph 6 (relating to duty of customer to make a down payment and sign a payment agreement), and paragraph 9 (relating to duty of customer to pay bills). In instances when a customer has not met the obligation in paragraph 9 to equitably make payments on all bills, the number of renewals for the customer's household is limited to two 30-day certifications filed for the same set of arrearages. In these instances the Authority is not required to honor a third renewal of a medical certificate. When the customer eliminates these arrearages, the customer is eligible to file new medical certificates.

8. **Restoration of service**: When service is required to be restored under this section, the Authority shall make a diligent effort to have service restored as soon as possible.

9. **Duty of customer to pay bills**: Whenever service is restored or termination postponed under the medical emergency procedures, the customer shall retain a duty to make payment on all current and past due bills, in accordance with paragraph 6 (duty of customer to make a down payment and sign a payment agreement).

10. **Termination upon expiration of medical certification**: When the initial and renewal certifications have expired, the original ground for termination shall be revived and the Authority may terminate service without additional written notice, if notice previously has been mailed or delivered within the past 60 days.

11. **Right of Authority personnel to petition the Authority Board**: Authority personnel may petition the Authority's Board of Directors for waiver from the medical certification procedures for the following purposes:

   (a) To request an investigation and contest the validity of a certification.
   (b) To request permission to terminate service for failure of the customer to make payments on past due bills.

In these instances, the Authority shall continue to provide service until the Board reaches a decision.
SECTION 15. **Exonerations.**

1. All persons, firms or corporations who may desire to discontinue the use of water, shall notify the Authority in writing; and upon failure of such notice, they shall be charged with water rent until such notice be given. In no case will an abatement be allowed for less than three (3) months in any one (1) calendar year. In case of failure of the supply of water, from any cause whatsoever, there shall be no reduction or abatement in water rents made or allowed.

2. All users are to be billed as full customers, and no exonerations, either wholly or in part, are to be granted for any use.

3. The base charge shall be applicable, regardless of amount of water used, as long as the meter is in place and the service is live into the premises. The base charge will be waived only on the basis of no meter registration for a full billing period after written notice to the Authority to shut the service off at the curb.

4. The Authority may, at its option, waive the penalty portion of a water bill, after reviewing past payment records, consumer mailing records, etc.
SECTION 16. Deposits.

1. Deposits shall be required from Consumers when service lines are disconnected from the water main due to demolition, etc. Deposit amount shall be that stated in Schedule C – Special Charges. See Section 3 – Authority Service Lines, paragraph 13, and Section 17 – Discontinuance of Service, paragraph 1(g), for specific disconnection language.

2. Deposits shall be returned to the depositor after the disconnection is inspected by the Authority, the work meets Authority specifications, and the street restoration meets city, township, borough, or PennDot approval. If the Consumer fails to disconnect the service, the Authority shall keep the deposit and disconnect said service.
SECTION 17. Discontinuance of Service.

1. Service may be discontinued by the Authority after due notice to Consumer for any one of the following reasons:

   (a) Use of water by a Consumer, or with his consent, for any purpose or at any location or property other than those or that described in the application;

   (b) Failure of a Consumer to maintain and repair his Consumer's Service Line;

   (c) Waste of water by a Consumer, due to unauthorized running of water to prevent freezing;

   (d) Failure of a Consumer to pay a bill for water service within the period herein specified or failure to pay any other fee or charge herein provided;

   (e) Vacancy of the Premises;

   (f) Violation by a Consumer, or with his consent, of any Authority Rules and Regulations;

   (g) When service is discontinued due to demolition, etc. the service line shall be disconnected at the main by shutting off at corporation valve, cutting and crimping shut the service line.

   (h) Noncompliance of any measures, rules, restrictions or orders issued by the Authority due to water shortages.

   (i) Use of water in such a manner which causes flow or pressure surges in the water system and failure to correct problems when so directed by the Authority.

2. A Consumer desiring the discontinuance of water service shall fill out a Property Owner Request for Service Termination form, and pay the applicable charge. Please see Schedule C – Special Charges, for the applicable charge. If any tenants reside at the property, a Supplemental Tenant Listing form must also be filled out.

3. The Authority may, without notice if an emergency reasonably requires it, discontinue water service in order to make necessary repairs or connections or to meet any other emergency; however, the Authority will give notice of any discontinuance of service if it is reasonably possible to do so.

4. If a property's water service has been shut off for more than 30 days, the property owner, or the owner's designated representative, must be present when the Authority restores water service.

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

2. The Authority will determine the size and location of service lines and the number and types of meters required for standby service based on information supplied by the applicant.

3. Facilities deemed necessary by the Authority to provide standby service and to protect the Authority's water system shall be installed at the applicant's expense.

4. Normal consumption and minimum charges in effect under the Schedule of Rates shall apply according to meter sizes.

5. When a Consumer is disconnected from service and the Authority continues to provide "ready to serve" facilities, the Authority has the discretion to charge the minimum rate according to the meter size in place at the Consumer location.

6. The term of the standby service shall be established by the Authority.

7. Standby service will be available to existing Consumers as well as future Consumers.
SECTION 19. Limitation of Liability of Authority.

1. The Authority shall not be liable for any damage or injury to any person or property caused by:

   (a) discontinuance of water service for any of the reasons enumerated in Section 16 hereof.

   (b) discontinuance of water service for the purpose of making necessary repairs or connections, or to meet any emergency.

   (c) failure of a Consumer to maintain Consumer's Service Line.

   (d) water escaping from Consumer's Service Line.

   (e) total or partial failure of water service or pressure for any cause beyond the control of the Authority.

   (f) fire.

2. The Authority shall be under no liability for damage or injury by reason of failure to supply water, or pressure, or capacity to any person or property caused by the total or partial failure of water service or pressure for any cause whether within or beyond the control of the Authority.

3. When restoring water service, the Authority shall not be liable for any damages resulting from leaking pipes, faucets, fixtures, or the water meter that may have been frozen, damaged, left on, or due to theft while service was discontinued.
SECTION 20. Extension of Mains.

A. Extensions by Developer

1. Terms of Agreement. All extensions shall be made on the basis of an "Extension Agreement", made between the applicant or group of applicants and the Authority, the said Agreement providing:

(a) All extensions shall be made at the expense of the applicant or applicants by contractual agreement with contractors other than the City of Lebanon Authority, and the extensions shall be installed, including pipe, valves, valve boxes, fire hydrants, and appurtenances, in accordance with the City of Lebanon Authority's "Construction Specifications for Water Main Installation."

(b) The Developer shall be responsible for paying any associated state/local permit and/or inspection costs. All Authority tapping and/or capacity fees must also be paid in full before service lines are installed or water service is granted. In the event that a PennDot permit, or any other permits such as municipal road permits, environmental permits, such as stream or wetlands crossings, etc., is required, the Authority requires that the Developer provide a bond for total cost of water main, appurtenances, restoration, and to fulfill all final obligations of the permit(s).

(c) Developer shall provide emergency contact for the project (phone number and email) for any required coordination prior to dedication of facilities.

(d) Leak detection shall be conducted by a 3rd-party contractor prior to dedication of facilities, and leak detection report shall be provided to the Authority.

(e) Developer shall ensure curb boxes will be protected from equipment and valve boxes shall be kept flush with binder/base course paving to avoid damage from equipment such as snow plows, etc. All damaged curb boxes and valve boxes shall be replaced or repaired to the Authority’s satisfaction.

(f) A final walk-through inspection is required prior to final paving, in addition to follow-up inspection after paving (not to be conducted between November 1st and March 31st).

(g) Upon completion of the extension, the Developer shall supply proof to the Authority that all contractors, subcontractors, material suppliers, and permit fees have been paid in full, and that all street restoration and related work has been approved by PennDot and/or the local municipality. Upon acceptance by the Authority, the right and title of the extension will be conveyed to the City of Lebanon Authority.

(h) All main extensions shall be constructed in public rights-of-way or Authority-owned easements, which easements shall be a minimum of twenty (20) feet wide, unless additional utilities are to be installed within the easement, in which case the width shall be increased. The applicant shall grant to the Authority any easements across
his property that are necessary for the main extension or future extensions thereof by
execution of satisfactory agreements. The Developer shall prepare the right-of-way
descriptions and dedication documents for Authority approval, and record the same with the Recorder of Deeds office. The Authority will provide water service but the Developer must maintain water mains and service lines until dedication.

(i) As a general rule, all main extensions shall be eight (8) inches or larger with the exception that six (6) inches may be permitted for cross-gridding mains of six hundred (600) feet or less in length not supplying fire hydrants or other instances as approved by the Authority. The size of the main or mains in all cases shall be specified by the Authority.

(j) In the event the Authority desires the main or mains to be larger than eight (8) inches in diameter, the Authority will refund to the Extender the excess cost of pipe, valves, and fittings over the cost of eight (8) inch pipe, valves, and fittings, said refund to be based on the annual bid price of Water Distribution materials.

(k) There will be no refund for water mains installed within developments.

(l) For water mains installed outside a development the Authority will refund to the Extender for each new Consumer hook-up the “Reimbursement Component” of the current Authority water tapping fee (see Schedule D).

(m) In regard to the provisions set forth in Paragraph (f), no refund will be made to the Extender for new Consumer hook-ups made ten (10) years after date of the Extension Agreement. At that time, all accounting shall cease.

(n) For water mains installed inside a development but serving customers outside the development, each new water Consumer served outside the development shall pay the Authority a hook-up fee equal to the Extender’s refund as established in paragraph (f) of this Section. The Authority in turn will refund said amount to Extender. The provision set forth in paragraph (g) of this Section would also apply to this (h) paragraph.

(o) Main extensions shall run the entire length of developer’s property adjacent to public road.

B. Extensions by Authority.

(a) The Authority shall not extend water mains for the sole purpose of serving new customers at its own expense.

(b) In those instances where the Authority extends new mains in new service areas in order to improve its system, such as to provide adequate water pressure to its Consumers, provide loops, etc., any property owner whose property or properties can be served by said main and desiring to connect to said main extension shall pay to the Authority the applicable tapping/capacity fees (see Schedule D) at the time of service application.

1. The Authority shall have the right to reserve a sufficient supply of water at all times in its reservoirs to provide for emergencies, or may restrict or regulate the quantity of water used by Consumers in case of scarcity, or whenever the public welfare may require it.

2. The Authority has the right to declare a "water emergency," due to a water shortage or other emergency condition, and to impose any water use restrictions deemed necessary during such an emergency. Water emergency restrictions will continue in effect until terminated by the Authority.

3. Any authorized representative of the Authority shall have access at all reasonable hours to any premises supplied with water service for the purpose of reading meters, making inspections or repairs, or securing information as the Authority may deem necessary for the proper and efficient conduct of its business.

4. No official or representative of the Authority shall have authority to bind it by any promise, agreement, or representation not provided for in these Rules and Regulations.

5. The Authority shall have the right to deny "Application for Service" during periods of water shortage.

6. Except for emergency circumstances, contractors will not be permitted to install, extend or relocate water mains and/or any water main appurtenances during the winter months.

7. The Rules and Regulations of the Authority shall be applicable to all situations involving the water system. A copy of the Rules and Regulations shall be available upon request at the Authority office. Failure of any person to inform himself of the Rules and Regulations applicable to any situation shall not be considered as sufficient excuse for noncompliance.
SECTION 22. **Conditions Applicable to a Condominium Complex.**

**INDIVIDUAL METER SERVICE TO EACH DWELLING UNIT**

Separate meters may be installed for each individual dwelling unit in a condominium building or complex as heretofore defined after application therefore by the property Owner or Owners thereof or by their duly authorized agent, where all the following conditions are satisfied:

1. The Consumer's service lines materials and installation shall be in accordance with Authority specifications and inspection.

2. Each meter shall be installed in a suitable place protected from the elements and from other abuse and shall be accessible to Authority personnel for periodic readings and exchanges.

3. An accessible valve or curb stop shall be installed by the property Owner or Owners so as to provide Authority control of the water service from outside each such dwelling unit.

4. The property Owner or Owners shall make provision, at his/their expense in accordance with Authority specification and inspection, for the installation of remote meter readers wired to a central location approved by the Authority and readily available to Authority personnel.

5. Each such meter shall be installed so as to properly record all water flow to each such dwelling unit and an additional meter shall be installed to record any water used by the property Owner or Owners for purposes other than that which shall be the responsibility of the other respective Consumers.

6. The property Owner or Owners shall be responsible for water service charges when such dwelling unit is vacant after a tenant moves out and before a new tenant moves in and shall satisfy any delinquent bills for restoration of water service.

7. The property Owner or Owners shall purchase and install in accordance with the Authority's specifications a master meter, meter pit, check valve, gate valves and related appurtenances at point of connection to Authority's system. The Master Meter will be used to register hydrant flows, leakage, etc. Whenever the Master Meter registration is greater than the cumulative total of individual residential registration, the property Owner or Owners shall pay for said excess water consumption.
8. All water service connections to Condominium Complexes shall be made on the basis of a "Condominium Agreement" made between the applicant or group of applicants and the Authority, the said agreement providing:

(a) Private Fire Service,

(b) Deed "Master" Meter to Authority for ownership and maintenance,

(c) Address situations that are not covered in "Rules and Regulations".
SECTION 23. Rate Schedules.

Effective for billings based upon meter readings after April 1, 2018

SCHEDULE A - Metered Rates. Service at the schedule of rates listed below is available to any Consumer served by the water system of the Authority, except those to which another rate is specifically applicable:

Consumption Charges – charges for measured water usage on a per thousand gallon basis. The rates are broken into three tiers for all customers.

<table>
<thead>
<tr>
<th>Rate Block</th>
<th>Gallons per Quarter</th>
<th>Rate Per Thousand Gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>30,000</td>
<td>$4.58</td>
</tr>
<tr>
<td>Next</td>
<td>120,000</td>
<td>4.02</td>
</tr>
<tr>
<td>Over</td>
<td>150,000</td>
<td>3.23</td>
</tr>
</tbody>
</table>

Customer Charges – charges are a flat fee (non-consumption) for monthly or quarterly customers for a small portion of the fixed costs to operate the water treatment plant and system.

CUSTOMER CHARGES

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Quarterly Amount</th>
<th>Monthly Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8 Inch</td>
<td>$13.23</td>
<td>$ 4.41</td>
</tr>
<tr>
<td>1 Inch</td>
<td>33.08</td>
<td>11.03</td>
</tr>
<tr>
<td>1-1/2 Inch</td>
<td>66.15</td>
<td>22.05</td>
</tr>
<tr>
<td>2 Inch</td>
<td>105.84</td>
<td>35.28</td>
</tr>
<tr>
<td>3 Inch</td>
<td>198.45</td>
<td>66.15</td>
</tr>
<tr>
<td>4 Inch</td>
<td>330.75</td>
<td>110.25</td>
</tr>
<tr>
<td>6 Inch</td>
<td>661.50</td>
<td>220.50</td>
</tr>
<tr>
<td>8 Inch</td>
<td>1,058.40</td>
<td>352.80</td>
</tr>
<tr>
<td>10 Inch</td>
<td>1,521.45</td>
<td>507.15</td>
</tr>
<tr>
<td>12 Inch</td>
<td>2,381.40</td>
<td>793.80</td>
</tr>
</tbody>
</table>

SCHEDULE B - Public and Private Fire Service Rates (EFFECTIVE JANUARY 1, 2005)

<table>
<thead>
<tr>
<th>Each Fire Hydrant</th>
<th>Annual Charge</th>
<th>Monthly Charge</th>
<th>Quarterly Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public</td>
<td>$250.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Private</td>
<td>250.00</td>
<td>$20.83</td>
<td>$62.50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Each Fire Line</th>
<th>Annual Charge</th>
<th>Monthly Charge</th>
<th>Quarterly Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Inch</td>
<td>$ 88.00</td>
<td>$ 7.33</td>
<td>$ 22.00</td>
</tr>
<tr>
<td>3 Inch</td>
<td>176.00</td>
<td>14.67</td>
<td>44.00</td>
</tr>
<tr>
<td>4 Inch</td>
<td>275.00</td>
<td>22.92</td>
<td>68.75</td>
</tr>
<tr>
<td>6 Inch</td>
<td>444.00</td>
<td>37.00</td>
<td>111.00</td>
</tr>
<tr>
<td>8 Inch</td>
<td>889.00</td>
<td>74.08</td>
<td>222.25</td>
</tr>
<tr>
<td>10 Inch</td>
<td>1,559.00</td>
<td>129.92</td>
<td>389.75</td>
</tr>
<tr>
<td>12 Inch</td>
<td>2,450.00</td>
<td>204.17</td>
<td>612.50</td>
</tr>
</tbody>
</table>
### SCHEDULE C - Special Charges

Unmetered for construction, demolition, or other purpose of short-term duration .................................................... $  50.00
Frozen meter (residential) .......................................................................................................................... 140.00
Test meter .................................................................................................................................................... 25.00
Turn off/turn on, Owner’s Request, & Emergencies during work hours ........................................ 75.00
After hours turn on fee .......................................................................................................................... 100.00
Remove and reinstall meter (residential) ................................................................................................. 75.00
Removal of meter ........................................................................................................................................ 75.00
Notification in person of turning off
  service ........................................................................................................................................................ 25.00
  per unit charge if over 10 units ............................................................................................................ 1.00
Tenant notice delivery / posting .............................................................................................................. 10.00
Change of ownership charge .................................................................................................................. 25.00
Service line severance (due to demolition) deposit ............................................................................... 2,000.00
Service line severance (due to demolition) deposit extension fee ....................................................... 100.00
Inspection fee for new main construction .................................................................................. 2.00/LF ($1,000 minimum)
Inspection fee for firelines and service lines
  requiring pressure/bacteria testing .......................................................................................... 2.00/LF ($250 minimum)
Fire hydrant flow test fee ........................................................................................................... 200.00
Domestic Fire Line (non-metered) quarterly charge ........................................................................... 11.00

Other fees:
Township billing charges (for providing meter readings to township for sewer billing)
  Data processing fee .......................................................................................................................... 150.00
  Per meter read fee ........................................................................................................................ 0.63
Water shutoffs at municipality’s request for delinquent sewer customers (by agreement)
  S.L. Twp., N.L. Twp., N.C. Twp., Cleona Boro., N.L. County Authority ..... 75.00
SCHEDULE D – Water Tapping Fees

City of Lebanon Authority
WATER TAPPING FEES

Domestic Water Service

<table>
<thead>
<tr>
<th>Description</th>
<th>Tapping Fee</th>
<th>Lateral Connection Fee</th>
<th>Customer Facilities Fee</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charge per EDU</td>
<td>$2,300</td>
<td>$980</td>
<td>Time &amp; materials</td>
<td>$3,280 + costs</td>
</tr>
</tbody>
</table>

Notes:

1- One Equivalent Dwelling Unit (EDU) equals 160 gallons/day of water consumption as measured by the water meter.

2- ‘Lateral Connection Fee’ is for the connection of the water service to the water distribution main. This work shall be performed by the property owner as inspected by the Authority.

3- Customer Facilities Fee is for the water meter, appurtenances, and installation. Estimated costs of performing this work are on the following sheet, as adjusted from time to time. The contractor shall have the service line ready for meter installation with the proper valves and backflow preventer in place. Any additional time or materials above the estimated fee will be due upon completion of the work.

Private Fire Service

<table>
<thead>
<tr>
<th>Fire Line Size</th>
<th>Fire Line Capacity Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 2&quot;</td>
<td>$0</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$820</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$1,630</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$2,550</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$5,100</td>
</tr>
<tr>
<td>8&quot;</td>
<td>$8,160</td>
</tr>
<tr>
<td>10&quot;</td>
<td>$10,200</td>
</tr>
</tbody>
</table>

Fees approved by the City of Lebanon Authority, effective March 1, 2016.

City of Lebanon Authority Meter Costs
(Customer Facility Fee)

<table>
<thead>
<tr>
<th>Meter Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/4&quot;</td>
</tr>
<tr>
<td>1&quot;</td>
</tr>
<tr>
<td>1 ½&quot;</td>
</tr>
<tr>
<td>2&quot;</td>
</tr>
<tr>
<td>3&quot;</td>
</tr>
<tr>
<td>4&quot;</td>
</tr>
</tbody>
</table>
### Max Flow (gmp) Fees

<table>
<thead>
<tr>
<th></th>
<th>35</th>
<th>55</th>
<th>200</th>
<th>250</th>
<th>650</th>
<th>1,250</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Meter Cost</strong></td>
<td>$120</td>
<td>$190</td>
<td>$746</td>
<td>$885</td>
<td>$1,100</td>
<td>$2,150</td>
</tr>
<tr>
<td><strong>Fittings</strong></td>
<td>$25</td>
<td>$41</td>
<td>$140</td>
<td>$223</td>
<td>*</td>
<td>*</td>
</tr>
<tr>
<td><strong>Touchpad &amp; Wire</strong></td>
<td>$15</td>
<td>$15</td>
<td>$15</td>
<td>$15</td>
<td>$15</td>
<td>$15</td>
</tr>
<tr>
<td><strong>Labor</strong></td>
<td>$50</td>
<td>$50</td>
<td>$50</td>
<td>$50</td>
<td>*</td>
<td>*</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$210</td>
<td>$296</td>
<td>$951</td>
<td>$1,173</td>
<td>$1,115</td>
<td>$2,165</td>
</tr>
</tbody>
</table>

**MXU (if used)**

<table>
<thead>
<tr>
<th></th>
<th>35</th>
<th>55</th>
<th>200</th>
<th>250</th>
<th>650</th>
<th>1,250</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MXU</strong></td>
<td>$120</td>
<td>$120</td>
<td>$120</td>
<td>$120</td>
<td>$120</td>
<td>$120</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$330</td>
<td>$416</td>
<td>$1,071</td>
<td>$1,293</td>
<td>$1,235</td>
<td>$2,285</td>
</tr>
</tbody>
</table>

* Fittings and installation to be provided by the property owner for meters over 2”.

** MXU units (radio transmitters) are used in homes and businesses in remote locations.

Fees approved by the City of Lebanon Authority, effective March 1, 2016.
They are the Connection Fee, the Customer Facilities Fee, and the Tapping Fee.

**Connection Fee** is a charge for the cost to install a service line from the distribution main to the curb. The fee can be based on average or actual costs. In lieu of the fee, the Authority may require the construction and dedication of the facilities by the property owner.

**Customer Facilities Fee** is a charge for the installation of the water meter and an inspection fee.

**Tapping Fee** is comprised of several parts including a Capacity Part, a Distribution Part, a Special Purpose Part, and a Reimbursement Component. The fees are based on current costs of the facilities and must exclude any grants, contributions and outstanding debt which funded the facilities.

1. **Capacity Part.** A fee for the current unit cost of capacity related facilities applied to the capacity requirements of the new customer. This includes source of supply, treatment, pumping, transmission and storage facilities.

2. **Distribution Part.** A fee for the current cost of the distribution main serving the new customer. In lieu of the fee, the Authority may require the construction and dedication of distribution facilities necessary to serve the new customer.

3. **Special Purpose Part.** A fee for facilities required for a specific service area or group of customers. These facilities could include a pumping station and/or storage tank to serve customers at a higher elevation. Facilities to provide fire service for certain customers also could qualify for a special purpose fee.

4. **Reimbursement Component.** Provides for the reimbursement to the property owner who paid for a main extension, an amount equal to the distribution part of the tapping fee less five percent for administrative costs. The reimbursement provision applies only to service lines connected directly to the main extension for a period of ten years.
EXHIBIT A

Application for Water Service

I, ________________________ the undersigned, do hereby make Application for Water Service.

Type of Building: ____ Residential ____ Commercial ____ Industrial

_____ Apartments (___ Units)    ____ Restaurant     ____ Other ______________

SERVICE ADDRESS:  _________________________________

________________________________

______________________________ Township/Borough/City

BILLING NAME &
ADDRESS (IF DIFFERENT): ________________________________

________________________________

Development (If applicable): _______________________

Company (If applicable): __________________________

Applicant’s Phone Number: _______________________


Signature of Applicant                  Date


City of Lebanon Authority Date


WATER DEPARTMENT USE ONLY:

Meter Size:  _______    Service Line Size: _______

Capacity Fee: _______   Connection Fee: _______

Facilities Fee: _______   Distribution Fee: _______

Private Fire Service Fees (If applicable)

Fire Line Size: _______   Fire Capacity Fee: _______   # of Hydrants _____

Total Fees: ___________   Cash / Check # _____________

Received by: _____________________________________

City of Lebanon Authority Date


EXHIBIT B
Water Main Extension Agreement

THIS AGREEMENT, made this _____ Day of _________________, 20____ between THE CITY OF LEBANON AUTHORITY, hereinafter called the “AUTHORITY”, Party of the First Part,

AND

_________________________ of _________________________________.

hereinafter called the "DEVELOPER" Party of the Second Part.

WHEREAS, the said ________________________________ is desirous of extending a _____ inch water main from the Authority’s existing water distribution main located at __________________________ Street Twp., Boro

said Extension to serve a development known as __________________________, and containing ______ building lots/apartment units, which was recorded in Plan Book ______, page _____, on ________, in the Recorder of Deeds Office, Date

County of Lebanon, and Commonwealth of Pennsylvania, and or to extend the distribution system as follows:

<table>
<thead>
<tr>
<th>LOCATION OF EXTENSION</th>
<th>LENGTH</th>
<th>SIZE</th>
<th>STREET</th>
<th>ST</th>
<th>UNITS SERVED</th>
<th>FUTURE UNITS SERVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

and thereafter to deed over to the Authority its entire right, title and interest in the Extension, as hereinafter set forth, and the Authority is willing, upon the terms and conditions hereinafter set forth, to permit the attachment of the said Extension to the existing water distribution system of the Authority upon the condition that, upon completion, the said Extension will be conveyed to the City of Lebanon Authority,
upon the terms and conditions hereinafter set forth.

NOW THEREAFTER, in consideration of the premises and of the several covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, have covenanted and agreed to do hereby covenant and agree as follows:

1. The Extension covered under this Agreement is outlined on plan attached hereto, and it is acknowledged that the same is on file in the office of the City of Lebanon Authority. Special requirements or conditions relating to this Extension as listed on said Plan or as supplemented by the Executive Director, are acknowledged as being part hereof.

2. Parties to this Agreement agree to acknowledge, by signing, the plan(s) showing the outlined Extension referred to herein.

3. The Extension shall be installed, including pipe, valves, valve boxes, fire hydrants, appurtenances, and any associated state/local permit and/or inspection costs (hereinafter referred to as the Extension) at the expense of the Developer and in accordance with specifications adopted by the City of Lebanon Authority. Likewise, any Authority tapping and/or capacity fees must be paid in full before service lines are installed or water service is granted. A copy of said specifications is hereto attached and made part hereof, and is acknowledged by the signatures of all parties. These specifications are minimum standards and may be changed only by the City of Lebanon Authority as conditions warrant or when changes are in the best interest of the City of Lebanon Authority.

4. All waterlines shall be within a dedicated right-of-way or public street. The Developer shall prepare the right-of-way descriptions and dedication documents for Authority approval, and record the same with the Recorder of Deeds office.

5. Upon completion of the Extension or parts therof, and prior to dedication of the extended water systems, an inspection shall be performed by the Developer and the Authority. All missing, damaged, misaligned, covered over, and other installation or operational deficiencies shall be corrected by the Developer. Developer shall supply proof that all contractors, subcontractors, material suppliers, and permit fees have been paid in full, and that all street restoration and related work has been approved by PennDot and/or the local municipality.

6. In the event a PennDot permit, or any other permits such as municipal road permits, environmental permits such as stream or wetland crossings, etc, is required, the Authority requires that
the developer provide a bond for total cost of water main, appurtenances, restoration, and to fulfill all final obligations of the permit(s).

7. Acceptance of the Extension or parts thereof by the Authority will be only after the conditions of Paragraphs 1, 2, 3, 4, 5, and 6 herein have been satisfied. Upon notification by the Executive Director that said Extension or parts thereof has been installed according to the conditions of Paragraphs 1, 2, 3, 4, 5, and 6 herein the Authority will accept said Extension or parts thereof. No water service will be granted until the Extension or parts thereof is accepted by the Authority. The Authority will provide water service but Developer must maintain water mains and service lines until dedication.

8. The Authority shall operate the Extension as a part of its water distribution system for the furnishing of water in accordance with its rules and regulations and at such rates as from time to time shall be in force and effect. The Authority may extend its said main, including the Extension, and renew or enlarge the same and make connections set forth in Paragraph 8 hereof.

9. There will be No refund for water mains installed within developments.

10. In regards to the provisions set forth in Paragraph 10, No refund will be made to the Developer for new hook-ups made ten years after the date of this Extension Agreement. At that time all accounting shall cease.

11. In the event the Authority desires the main or mains to be larger than eight (8) inches in diameter, the Authority will refund to the Developer the excess cost of pipe, valves and fittings over the cost of eight (8) inch pipe, valves, and fittings, said refund to be based on the annual Authority bid price of water distribution materials. Said refund to be computed as follows:

<table>
<thead>
<tr>
<th>PIPE REFUND</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lineal Ft.</td>
</tr>
<tr>
<td>-------------</td>
</tr>
</tbody>
</table>
### FITTING REFUND

<table>
<thead>
<tr>
<th>Pounds of 12-Inch Fittings</th>
<th>Cost per Pound of 12-Inch Pipe</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pounds of 8-Inch Fittings</th>
<th>Cost per pound of 8-Inch Pipe</th>
<th>Fitting Refund</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### VALVE REFUND

<table>
<thead>
<tr>
<th>Number of Valves</th>
<th>Size of Valves</th>
<th>Unit Cost of 12-Inch Valves</th>
<th>Unit Cost of 8&quot; Valves</th>
<th>Cost Difference Between 12&quot; &amp; 8&quot;</th>
<th>Valve Valves Refund</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total Refund**

**Estimate lineal feet and valves, etc. based on plans.** Final fitting & valve refunds will be calculated after mains are installed, and will be based on field measurements and Authority inspector’s measurements. Please provide a detailed listing of length, size, and cost of mains, valves, valve boxes, hydrants, fittings, etc.

12. For water mains installed outside a development, the Authority will refund to the Developer for each new customer hook-up the “Reimbursement Component” of the current Authority water tapping fee. The Reimbursement Component shall be an amount equal to the current distribution part of the tapping fee less five percent (5%) for administrative costs. The reimbursement provision applies only to service lines connecting directly to the main extension outside the development for a period of 10 years from the date of this agreement. The following street/roads are eligible for reimbursements should water service be taken from mains located in these streets/roads.

<table>
<thead>
<tr>
<th>Street/Road</th>
<th>From</th>
<th>To</th>
<th>Lineal Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, THE AUTHORITY

and the said _____________________________________________________________
for themselves and their respective heirs, executors, administrators, successors or assigns, have executed this agreement in triplicate as of the day and year first above written.

Attest: DEVELOPER:________________________
________________________
________________________
________________________
________________________
________________________

CITY OF LEBANON AUTHORITY

Approved:

Attest:
________________________
Secretary: George Christianson

Chairman: Martin D. Yocum, Jr.
EXHIBIT C

Private Fire Service Agreement

This application, made in triplicate this ____ day of _________________, 20__

by ______________________________ of ______________________________,

Applicant     Address to the City of Lebanon Authority, hereinafter called “Authority”.

The Applicant, having carefully read and understood the terms and conditions hereinafter set forth,
hereby applies to the “Authority” for PRIVATE FIRE SERVICE from the Authority’s existing _____ inch water
distribution main located in _______________________, said connection to serve property located at

Street _____________________________________________________________________________

Address _____________________________________________________________________________

and known as ______________________________________________________________________

Firm or Company Name ____________________________________________________________________

The buildings, which are owned by ___________________________________________________________________, to be served by the connection to include the following and

no other:

Building Building Size Year Building Fire Rating Use of
No.        Sq. Ft.      Built      Classification Building

1.

2.

3.

The fire system will include the following and no other:

Lineal Feet Size of Size of No. of No. of Hose No. of Sprinkler
of Yard Main Main Headers Hydrants Connections Heads

If a booster pump is required, give storage tank size in ____________ gallons, pump rating in __________
gpm, and size of line out of tank in _________ inches.

Direct pumping from the Authority’s distribution system by the use of a private fire pump is prohibited
unless it is done so in compliance with Section 11, Paragraph 5 of the Authority’s Rules and Regulations.

NOW THEREFORE, in consideration for the connection, the Applicant or his/its heirs, successors and
assigns agrees to be bound by the terms and conditions hereinafter set forth or as amended, a copy of which is
attached hereto and made a part hereof.

FIRE SERVICE CONNECTION

TERMS AND CONDITIONS OF SERVICE

1.   The Authority makes NO guarantee as to pressure or volume of the water in this line or the main
supplying the same, and shall not, under any circumstances, be held liable for the loss or damage from a
deficiency or failure in the supply of water, whether occasioned by the shutting off of water in case of
accident or for alterations, extensions, connections, repairs, testing or for any cause whatsoever.

2.   Water through this connection is to be supplied subject to the rights of public authorities to use water in
the street main through hydrants for fire purposes.

3.   The Applicant shall furnish, attach, and make a part hereof a clear and accurate plan showing the
adjoining streets, with existing water mains, buildings (with dimensions) to be served, yard system with
valves, hydrants, storage tank, pump and laterals into building. Header system lines shall also be shown
on this plan. Show sectional views of detector meter and piping and valving at point of entry to building.
Even if building is only partially sprinkled, entire building must be shown on plan. Plan shall also show any
other water supply system and pipelines and appurtenances, which may exist on the premises. Plan shall
have legend identifying piping and appurtenances.
4. The Applicant shall furnish, attach, and make part hereof three (3) sets of plans showing sprinkler system layout, sprinkler heads, hose connections, and related fixtures.

5. All plans shall be signed by the Applicant.

6. Any special conditions or terms required for approval will be listed on said plan, and are acknowledged as being part hereof.

7. The Applicant shall install a valve just inside its property line. This valve will be used by Applicant to shut down for repairs or tests.

8. The Applicant shall install at his expense and according to Authority specifications, a detector meter. Meter will be supplied by and shall be subject to the control of the Authority.

9. Section 11, of the Authority Rules and Regulations is attached and made part hereof. Marked Exhibit “A”.

10. Payment shall be for each fire service line entering the building wall. Example: If three (3) fire service laterals enter building from yard system, even though served through one connection, payment shall be for three (3) fire lines.

11. The Authority, by its representatives, shall have the right to enter the premises of the Applicant at any reasonable time for the purpose of making such inspection as it may deem necessary, and it shall have the right to attach any testing device or use any means which it may elect to ascertain the condition of the pipe and appurtenances and the use made of same.

12. The Applicant agrees that the Authority shall not be considered in any manner of property or persons, or to have undertaken to extinguish fire or to protect any persons or property against loss or damage by fire or otherwise.

13. No one is authorized to change or vary the conditions of this Application as shown on the attached plans, and the connection and private fire system authorized by the approved application shall at all times be subject to the rules and regulations of the Authority that now exist or may hereafter be adopted.

14. The Authority has the right to discontinue or disconnect said service pipe and terminate this application, upon written notice given fifteen days in advance by the Authority to the Applicant, for failure to pay any bill when due, or for any violation of the terms and conditions of this application, or the Rules and Regulations of the Authority, and in emergencies also has the right without notice to shut off all or any part of its facilities and discontinue the service when deemed necessary by the Authority for the purpose of making any repairs, alterations, additions, or to prevent possible contamination through cross connected facilities of the Applicant. All costs incurred for termination of said fire service shall be the responsibility of the Applicant.

15. This application does not contemplate uses of fixtures other than herein stated or shown on the approved plan. If a supply of water for use other than the extinguishment of fire is desired by the Applicant, then same shall be taken only through a separate service pipe connected to the fire service lateral outside the building or from the Authority’s street main.

16. Any waste of water or use of water for purposes other than the extinguishment of fire through this connection shall be deemed a violation of the terms and conditions of this application and the Authority’s Rules and Regulations.

17. There shall be no connection between any other existing water system on premises and the connection to the Authority’s main.

18. The Applicant shall notify the Authority one (1) week in advance of a scheduled fire flow test, so that the Authority can have a representative present. Such notification can be made by telephone.

19. Installation of said yard system shall be in accordance with Authority ‘General Specifications for Water System Construction’.

20. Parallel or manifold taps of Authority’s main will not be permitted.

21. A “Water Service Application” shall be taken out in the Authority’s Administrative Office, 2311 Ridgeview Road, Lebanon, PA 17042.

22. The ‘Application for Fire Service’ must be approved by the Executive Director prior to the start of construction.

23. If requested, private fire hydrants will be put on the Authority’s annual flushing schedule. During flushing, Applicant agrees to have adequate staff available to work with Authority personnel on the day the
hydrant(s) will be flushed. **Applicant is totally responsible to make any repairs to the privately owned hydrant(s) on private property.**

I (we) the undersigned accept the conditions for Fire Service Connection as set forth and further I (we) agree to hold the City of Lebanon Authority completely harmless from any loss incurred or alleged and to indemnify the City of Lebanon Authority for any losses or expenses incurred as a result of the issuance of service through said fire connection.

IN WITNESS WHEREOF, the said ______________________________________ or his heirs, administrators, executors, successors and assigns agree to the terms and conditions of this application, and has set his/its hand and seal.

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APPLICANT ______________________________________
   Name _______________________________
   By: ________________
      Title ________________________________
      Name ________________________________

________________________________
Corporate Seal

State of _________________________)
                                 ) SS.
County _________________________) On this _________________________, before me a Notary Public, the undersigned officers, being duly sworn deposes to be those persons whose names are subscribed in the written instrument, and acknowledge that they executed the same for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.

______________________________
Notary Public

______________________________
Address

______________________________ My commission Expires __________
Notary Public Seal

Application approved the _____ day of ____________________, 20 ______

By: _________________________________________
   Executive Director, City of Lebanon Authority