

## **SECTION 20 RESPONSIBILITY FOR SERVICE**

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

When a prospective customer has made application for a new service or has applied for the reinstatement of an existing service, it shall be presumed that the piping and fixtures on the applicant's premises are in good condition. The Authority will not be liable in any event, for any accident, breaks or leakage arising in any way in connection with the supply of water or failure to supply same, or the freezing of water pipes or fixtures of the customer, nor any damage to the property which may result from the usage of water supplied to the premises.

No water will be furnished to any premises where any possibility exists of the mingling of the water furnished by the Authority, with water from any other source. Nor will the Authority permit its mains or service pipes to be connected in any way to any piping, swimming pools, tank, vat or other apparatus containing liquids, chemical, or any other matter which may flow back into the Authority's service pipes or mains and consequently endanger the water supply.

Whenever any person, persons, firm or firms, partnership or partnerships, corporation or corporations, or any combination thereof causes or has caused any damage to the water or sewer system or facilities of the said Authority, the party or parties causing such damage shall immediately notify the Authority of such damage. The said Authority shall have the right to repair such damage or have such damage repaired, and shall have the further right to recover the full cost and expense of such repairs, including, but not limited to, the standard charges for work performed by Authority employees, for materials, supplies and equipment used for such repairs from the party or parties causing such damage.

### **20.1 Complaints**

Complaints with respect to the character of the service furnished, or the reading of the meters, or of the bills rendered, must be made at the Authority's office, either orally or in writing, and a record of such complaint will be kept by the Authority, noting the name and address of the complainant, the date, the nature of the complaint and the remedy.

### **20.2 Reasonable Access**

The properly identified authorized agents of the Authority shall have the right of access to the premises served, at all reasonable hours, for the purposes of reading meters, examining fixtures and pipes, observing the manner of using water and/or sewers, and for any other purposes which are proper and necessary in the conduct of the Authority's business.

### **20.3 No Oral Agreements**

No agent or employee of the Authority has authorization to bind it by any promise, agreement or representation not provided for in these Rates, Rules and Regulations.

#### **20.4 Single Service - Water Only**

In instances where owners of existing properties make application for and are furnished only water service, all rules pertaining to water service must be complied with, and the charge for such service shall be as described in the Schedule of Rates.

#### **20.5 Single Service - Sewerage Only**

In instances where owners of existing properties make application for and are furnished only sewerage service, all rules applicable to furnishing sewerage service must be complied with, and the charge for such service shall be as described in the Schedule of Rates.

#### **20.6 Emergency**

As necessity may arise in the event of breakdown, emergency, or for any other unavoidable cause, the Authority shall have the right to cut-off the water supply temporarily, in order to make necessary repairs, connections, etc. The Authority will use reasonable and practical measures to notify the customer of such discontinuance of service but the Authority shall not be liable for any damage or inconvenience experienced by the customer; or any claim against it at any time for interruption in service, lessening of the supply, inadequate pressure, poor quality of water, or for causes beyond its control. When the supply of water is to be temporarily interrupted, written notice will be given, when practicable, to all customers affected by the temporary interruption of service, stating the probable duration of the interruption, and also the purpose of the interruption.

#### **20.7 Discharges**

The discharge of any surface or subsurface water directly or indirectly to the sanitary sewer system is prohibited. Underdrain systems for foundation of buildings shall be connected to a storm drainage system approved by the Township Engineer. Further, underdrain systems in municipal rights-of-way shall have separate cleanouts which shall not be in any appurtenance of the sanitary sewer system.

#### **20.8 Mandatory Water and Sewer Connection**

When the Authority provides for water and sewer to pass immediately adjacent to a property owner's boundary line, and within 200 feet of buildings, structures or houses, upon notice of the availability of water and/or sewer, said property owner shall make the necessary arrangements to tie into the system provided for within 180 days of delivery of the written notice. Such written notice should be served by certified mail, return receipt requested.

### **20.8.1 Failure to Tie In**

Should a property owner, after the 180 days referred to in 20.8 fail to tie in to the water and/or sewage facility provided for along the property owner's property line, then and in that event the Authority may make the tie-in or contract with a duly licensed contractor to effect the tie-in and then proceed against the property owner for the cost of the tie-in as well as other expenses including attorney fees incidental to the collection of the cost for the tie-in. This shall be accomplished by having a lien, filed against the property, and that steps to perfect that lien, including a tax sale through the Municipal Clerk, be employed. If the tie-in has been commenced but not completed within the 180 days referred to in Section 20.8, the Authority may grant a reasonable extension of time to complete the tie-in.

### **20.8.2 Cost of Tie-In**

The property owner shall be responsible for the cost of all tie- ins for water and/or sewer.

### **20.8.3 Required to Tie-In**

Only improved properties with structures for either habitation or commercial use such as retail stores, manufacturing or service centers, but not limited thereto, shall be subject to Section 20.8 through 20.8.2.

### **20.8.4 Tie-In or Lateral**

The terms "tie-in" or "lateral" are intended to be used interchangeably and shall be the same as found in Section 1.13.