

NORTH WALES WATER AUTHORITY

WATER SERVICE MAINTENANCE PROGRAM

The purpose of this Program is to assist North Wales Water Authority customers with the timely completion of emergency repairs to their water service lines (also previously called water laterals) and also to help mitigate customer expenses associated with the repair or replacement of water service lines. The Program is geared to residential water services; however, it may also include small non-residential water service lines up to a maximum 2" in diameter, if approved by the Authority. The Program includes only repairs or replacement of water service lines and does not include any repairs or replacement to sewer lines or laterals. The Program was previously referred to as a "Lateral Maintenance Program." Current participants in the prior NWWA "Lateral Maintenance Program" shall automatically be transferred into the Water Service Maintenance Program, subject to the terms described herein. All services and benefits of the Program shall be provided per the following descriptions, terms, conditions, and program limitations.

1. **DEFINITIONS:**

- a. **"Authority"** shall mean the North Wales Water Authority, or its authorized representative, having business offices in North Wales Borough, Montgomery County, and Warrington Township, Bucks County, Pennsylvania. The Authority may also be referred to as "NWWA."
- b. **"Customer"** - For purposes of this Program, a Customer shall mean and include a water Customer of the North Wales Water Authority who has been determined to be eligible to participate in this Program. This Program will typically include only residential customers of the Authority, with eligibility for participation determined in the sole and absolute discretion of the Authority, as evidenced by the written approval of the Authority as set forth in paragraph 3, below. The term customer shall also include the property owner(s) and also may include a person, partnership, association, corporation or other entity that utilizes the services of the Authority's water system, with said Customer being legally obligated to pay the Authority for water services whether or not any agreement for water services has been executed with the Authority. Nothing herein shall release or reduce the Customers' obligation to adhere to all other Policies and Procedures, Rules and Regulations, Fee Schedule, or other regulations enacted or modified by the Authority from time to time.
- c. **"Water Service Line" (Formerly "Water Lateral")** - For purposes of this Program, the portion of the water supply line included shall also be referred to as a customer's **"Water Service."** *Water Service shall typically mean that portion of the water service line owned by the Customer, or in certain situations, the part of the line that is the responsibility of the Customer to maintain.* This portion of the Water Service Line will typically be located between the exterior wall of the building being provided with water (the "Point of Entry")

and the Authority-owned curb stop or Authority exterior shut off valve. The Water Service Line is typically located upon private property owned by the Customer. However, it may at times extend onto the common property - such as property owned by a homeowners association ("HOA") or Condominium Association, or upon other property held in similar common ownership, being typically located within multifamily developments. An example of a Water Service Line or water lateral is illustrated upon Exhibit "A," attached hereto.

- d. **Water Service (Lateral) Maintenance Agreement:** For purposes of this Program, the term "Water Service Maintenance Agreement" shall mean the written Agreement to be executed by both the Authority and the Customer, setting forth the specific terms and conditions of the Program, including but not limited to the responsibilities of the parties, the benefits included, as well as the limitations and exclusions of the Program.

In the event that a Water Service Line extends beyond the limits of a Customer's private property, including any service extending through a Customer's private property and then across or under a third party's property (including that of an HOA or Condominium property), the Authority may, in its sole discretion, require that a Water Service Maintenance Agreement is executed by both the Customer, and an authorized agent of the HOA or Condominium Association, or a similarly situated third party having an ownership interest in the property served by the Water Service Line.

- e. **"NWWA Water Main or Line"** shall mean any water line or water main owned by the Authority, further described as follows:

- (1) Water Main: A water distribution pipe owned and maintained by the Authority and located in the street or dedicated easement.
- (2) Authority Water Service Line: The water distribution pipe owned and maintained by the Authority and located between the Authority's water main and the curb stop. This does not include any part of the Water Service Line or lateral owned by the Customer.

2. **PROGRAM SERVICES:** Following Authority review and approval of a Customer's application for participation in the Water Service Maintenance Program, and after the execution of the NWWA Water Service Maintenance Agreement by all required parties, and further subject to the Customer's initial and continued payment of all applicable charges, the Authority will provide the following water service maintenance services:

- (a) After a Customer determines that a water supply problem is not being caused by a malfunction within the Customer's building, and the Customer is unable to otherwise determine the source of the problem, the Customer shall report the problem to the Authority for investigation by Authority personnel.
- (b) After investigation by the Authority, if the Authority determines that the water supply problem reported by the Customer is caused by a defect in the participating Customer's Water Service Line, the Authority will either repair or replace the Water

Service (at the sole discretion of the Authority) as needed, to restore water supply to the Customer's property. However, the Authority shall not be responsible for any repair or replacement needed due to any malfunction not involving the Water Service Line, including any occurrence inside the Customer's building beyond the Point of Entry, or for any other cause excluded from coverage under the Program pursuant to paragraph 6 hereof.

3. **ELIGIBILITY** - The determination of a Customer's eligibility to initially participate in the Program, or to continue to be granted annual renewals for such participation, shall be in the sole and absolute discretion of the Authority.
4. **RENEWAL AND TERMINATION** – After the initial Authority approval of a Customer's application, coverage pursuant to the Program will be automatically renewed on an annual basis, unless canceled in writing by the Customer or by the Authority. After the initial quarterly term(s) all water service maintenance program accounts will be renewed on a year to year calendar basis, beginning January 1 of each year.

The Customer's participation in the Water Service Maintenance Program, or the entire Program itself, may be terminated at any time by the Authority in its sole and absolute discretion, by providing at least thirty (30) calendar days' prior written notice of such termination to its Customer(s).

5. **ANNUAL PROGRAM FEE** -The fee for participation in the Water Service Maintenance Program shall be initially established as follows: Residential (maximum 2" service) - \$10.00 per calendar year per service, Non-residential (3/4" and 1" service) - \$18.00 per calendar year per service, Non-residential (1 1/2" and maximum 2") - \$30.00 per calendar year per service. This fee may be billed in whole or in part, or increased or decreased by the Authority at any time at its sole discretion, subject to noting the same on the Customer's water bill and providing notice on the Authority website for a period of at least thirty (30) calendar days prior to any increase in the fee.
6. **WARRANTY** - The Authority warrants that it will provide services under this Program in accordance with the terms and conditions set forth herein. This is the Authority's sole and exclusive warranty, and the Authority disclaims any other warranties, whether written or oral or expressed or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose and warranties arising by trade custom, trade usage, course of performance of dealing, or otherwise. The Authority does not warrant or guarantee continued and uninterrupted water service or supply, as part of this Program.
7. **EXCLUSIONS FROM COVERAGE** – This Program does NOT include any storm water or sanitary sewer lines or laterals and includes only Authority-approved Water Service Lines. Additionally, the Authority shall not be responsible pursuant to this Program or otherwise for the replacement or repair of any damage caused by the intentional, wanton, reckless, or negligent conduct of the Customer, or Customer representative or agent, even if

unintentional. The Authority is also not responsible for repair or replacement of any Water Service Line or lateral located in whole or in part upon property not owned in fee by the Customer unless a tri-party agreement prepared and approved by the Authority has been properly executed and is on file at the Authority offices. This requirement is effective regardless of any prior determination of Customer eligibility and participation.

8. **LIMITATIONS ON SCOPE OF COVERED REPAIRS:** – The Customer hereby indemnifies and holds harmless the Authority from, of, and against any and all liability arising from the removal, relocation, destruction, or defacement of, or damage to, any landscaping, or other physical improvements occasioned by necessary and reasonable repair or replacement of the Water Service Line. These limitations remain in effect whether the repair or replacement work is conducted or caused by the Authority, its employees and/or its agents. Any restoration of landscaping, hardscaping, fencing, trees, shrubs, irrigation systems, fencing, gates, landscape walls, driveways, parking areas, and any similar improvements, grass, and the like, shall be the sole and exclusive responsibility of the Customer.

The Authority shall not be responsible for any occasion, special, indirect, or consequential damages arising from damage to the Water Service Line, interruption of water supply or service, or otherwise, or for any delay or failure to perform hereunder due to causes or reasons beyond Authority control, including but not limited to staffing availability, conflicting emergencies being prioritized, weather conditions, force majeure, or other similar cause(s).

The Authority's obligations hereunder are limited to repair or replacement of the Customer-owned Water Service Line, the backfill of the trench to a hand-raked level, with over seeding if upon a lawn area, or by backfill and temporary trench paving if on driveway or parking areas, including whether on private property or common property. After a reasonable amount of time, Authority staff, or an Authority contractor will return to make final paving repairs to the trenched area. In the unlikely event that a private lateral extends under a public roadway, the Authority will make all repairs within the public roadway as well.

9. **ASSIGNMENT** – The terms and conditions of this Program and the rights and obligations of the Customer may not be assigned without the prior written consent of the Authority. In the event the Customer enters into a contract for conveyance of Customer's property to a third party, Customer shall provide written notice to the Authority of the existence of such contract, no less than thirty (30) days prior to the scheduled date of closing.

10. **MISCELLANEOUS –**

- (a) This document shall be an exhibit to and incorporated in any Water Service Maintenance Agreement between the Authority and a Customer. Upon acceptance and approval by the Authority, the terms and conditions set forth herein and in the Water Service Maintenance Agreement shall constitute the entire Agreement between the Authority and the Customer, as to the subject matter hereof, superseding any prior statements, representations, or agreements, either expressed or implied, or as may be supplemented or superseded within the duly

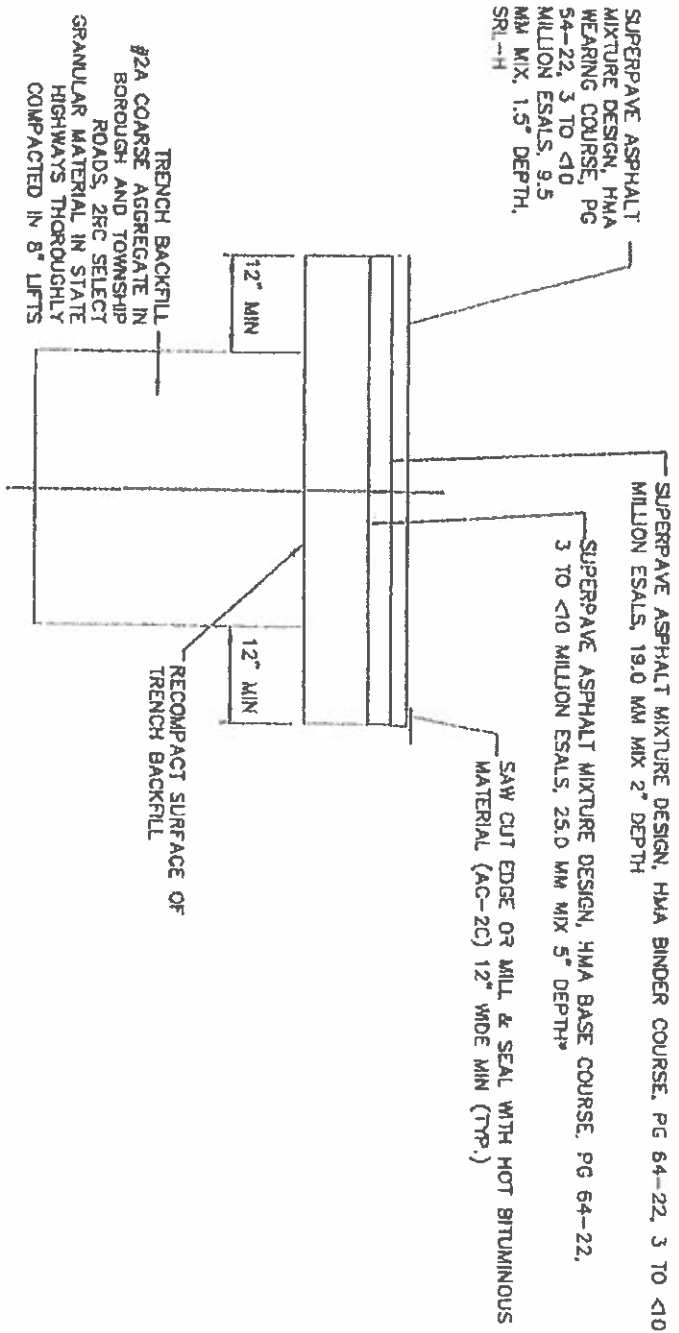
enacted Rules and Regulations of the Authority.

- (b) By executing the WATER SERVICE MAINTENANCE AGREEMENT, the parties thereto evidence their intent to be legally bound thereby.
- (c) This document, constituting the terms of the Water Service Maintenance Program, may not be modified except by written instrument.
- (d) The terms of the Water Service Maintenance Program shall inure to the Authority, its successors, and assigns.
- (e) The Water Service Maintenance Program shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

11. ATTACHMENTS:

- (a) **Exhibit A** – Sketch of typical water lateral installation and ownership limits.
- (b) **Exhibit B** – Sketch of typical trench and lawn restoration by Authority
- (c) **Exhibit C** – Sketch of typical driveway and parking area restoration by Authority
- (d) **Exhibit D** – Sketch of typical public roadway restoration by Authority
- (e) **Exhibit E** – Copy of APPLICATION AND AGREEMENT

EXHIBIT "D"



- NOTES:**
- SPECIAL CONDITIONS OF ROAD OPENING PERMIT MAY SUPERSEDE THIS DETAIL.
 - EXPOSED VERTICAL AND HORIZONTAL SURFACES SHALL BE PREPARED AS PER PUB 408, SECTION 401.3(f)
 - OVER CUT ALL EDGES. EXCAVATE OLD AND TEMPORARY MATERIAL. RECOMPACT SUB-GRADE, TACK COAT ALL VERTICAL EDGES. INSTALL ONLY BASE COURSE AND BINDER IN ONE DAY.
 - MATCH EXISTING DEPTH IF GREATER

SCALE: NTS



NORTH WALES WATER AUTHORITY

ANY QUESTIONS PROBE WATER QUALITY AT 215-699-4835

WATER SERVICE MAINTENANCE PROGRAM
TYPICAL PUBLIC ROADWAY RESTORATION

DATE:	5/10/2020	DESIGN BY:	PCN	APPROVED BY:	BSF
CLUD FILE:					

11 GENERAL INSTRUCTIONS AND DETAILS FOR ROADWAY RESTORATION (SEE TYPICAL PUBLIC ROADWAY RESTORATION)

No.	Date	Revision	App'd.