



Roamingwood
Sewer & Water Association

RULES & REGULATIONS

Effective June 18, 2005

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DEFINITIONS	1
A. SCHEDULE OF RATES	
APPLICATION	2
MINIMUM CHARGES	2
WATER AND/OR SEWER	3
TERMS OF PAYMENT	3
BILLS	3
DISCONTINUANCE OF SERVICE	4
ADJUSTMENTS (DISCOUNTS) ON BILLS	5
MISCELLANEOUS AND SERVICE CHARGES	
TURNING WATER ON AND OFF	6
SERVICE CALL RATES	6
REQUESTS BY OTHER THAN OWNER	7
FINAL METER READ	8
PROPERTY TRANSFERS	8
BILLING OTHER THAN THE OWNER	8
BAD CHECK COLLECTIONS	9
B. GENERAL PROVISIONS FOR WATER & SEWER SERVICE	
APPLICATIONS FOR SERVICE - WATER AND SEWER.	9
MAIN'T, REPAIR, & RELOCATION OF SERVICE LINES	10
COMPLIANCE WITH THE RULES AND REGULATIONS	10
MEMBER'S DEPOSITS	10
SEVERABILITY	11
C. RULES AND REGULATIONS "WATER"	
SERVICE CONNECTIONS	11
WATER METERS	12
WATER USAGE	14
CURB BOXES AND VALVES	14
RIGHT OF ACCESS/INSPECTION	14
NO GUARANTY OF SUPPLY OR PRESSURE	15
SPRINKLER AND IRRIGATION SYSTEMS	15
RESTRICTED CONSUMPTION	16
D. RULES AND REGULATIONS "SEWER"	
CONDITIONS OF SERVICE	16
INSPECTION	17
PROHIBITED FLOWS/SANITARY SEWAGE	17
DAMAGES/LIABILITY	17
SEWER SERVICE LINES/TYPE OF PIPE	17
LAYING SEWER SERVICE LINES	18
CONNECTIONS OF SEWER SERVICE LINES	18
STANDARD OF QUALITY OF CONSTRUCTION	18
SPECIAL DEVICES & SPECIAL TREATMENT	19
APPROVAL OF PRETREATMENT DEVICES	20
PROHIBITED CONNECTIONS	20
E. TAPPING & REPAIR/ALTERATIONS PERMITS	
CLASSES OF PERMITS	21
REPAIR PERMITS	21
TAPPING/NEW CONSTRUCTION PERMITS	21
LAYING/INSTALLING SERVICE LINES	22
SEWAGE PUMP SYSTEM -when required	23
INSPECTION AND TESTING	24
NON-COMPLIANCE TO PERMIT REGULATIONS	25
F. AMENDMENTS	25

RULES AND REGULATIONS

DEFINITIONS

The term “Roamingwood,” as used herein, means Roamingwood Sewer and Water Association acting through its properly authorized officers, agents, and employees.

The term “Member,” as used herein, means the Member as defined in Article III of the By-Laws of Roamingwood Sewer and Water Association.

The term “Authority,” as used herein, means the South Wayne County Water and Sewer Authority.

The term “Sewer System” shall mean sewer mains, lateral service line from main to point of sewer service line connection, pumping stations, sewer force mains, sewage treatment plants, and all appurtenant facilities operated in furnishing sewer service.

The term “Structure” shall be deemed to mean any building for which a permit has been issued or construction commenced to connect to the systems and containing any one or more of the following fixtures: a wash stand, a flush toilet, a bathtub, a shower, or a kitchen faucet.

The term “Lateral Service Line” shall mean all facilities located between a sewer main and the Member’s stack/vent or the property line.

The term “Sewer Service Line” shall mean all facilities located between a lateral service connection, or stack/vent and the structure furnished service.

The term “Water Service Lateral” shall mean all facilities located between the water main and the Member’s curb stop or the property line.

The term “Water Service Line” shall mean all facilities located between the curb stop and the structure furnished service.

The term “Sanitary Sewage” shall mean spent water, together with human and household wastes ordinarily removed by water carriage. Such definition expressly excludes the effluent from septic tanks or cesspools, as well as rain, storm, and ground

water which could in any way enter the Sewer System as well as roof or surface drainage, drainage of percolating or seeping waters, or of accumulations thereof, whether underground or in cellars or basements.

The term “Service” shall mean both water and sewer service.

The term “Curb Stop” shall mean the water shut off valve that controls the flow of water to the Member’s water service lateral.

The term “Repository” shall mean the list of lots provided by Wayne County Tax Claim Bureau as being in the “Repository for Unsold Lots” as defined in Chapter 4 of the Local Taxation Act (71 P.S. 5860.626).

A. SCHEDULE OF RATES

APPLICATION

A1. This schedule is applicable to all Members pursuant to Article XV of the By-Laws of the Association of Property Owners of the Hideout, Inc., pursuant to the By-Laws of Roamingwood Sewer and Water Association, pursuant to the Management and Operating Agreements dated as of March 1, 1981 between the Authority and Roamingwood, and pursuant to the lease of such date.

MINIMUM CHARGES

A2. In accordance with agreements under which lots were sold within the development known as The Hideout, and in accordance with the Declaration of Protective Covenants pertaining to The Hideout, the following minimum charges shall be payable by the Member for each lot, whether developed or undeveloped, which is located within The Hideout.

WATER AND/OR SEWER

A3. **“Undeveloped Rate”** per quarter per lot for each lot upon which no Structure has been permitted and/or construction started. The fixed rate will be determined annually by the Roamingwood Board of Directors.

“Developed Rate” per quarter per lot for each lot upon which a Structure has been permitted and/or construction started. The rate will be based in part on metered usage, determined annually by the Roamingwood Board of Directors.

The Association of Property Owners of The Hideout, Inc. shall pay the POA Rate per quarter for Water and Sewer Services for the listed facilities owned and operated by them. The base rate and usage rate will be determined annually by the Roamingwood Board of Directors.

Annual rates shall be set to provide sufficient revenues to balance the approved Annual Budget.

TERMS OF PAYMENT

A4. Charges will be billed and payable quarterly.

BILLS

A5. **Payment of Applicable Charge** - Each Member shall pay the applicable charge in the amount which is set forth in the Schedule of Rates.

A6. **Delayed Payment Charges** - Bills are due and payable upon presentation. If a bill is not paid within thirty (30) days after the date of the bill, a 10% penalty shall be added thereto; and if the

payment plus penalty is not paid within sixty (60) days after the date on the bill, the principal amount therefore shall bear interest from the penalty date at the rate of 1% per month or fraction thereof. If a bill is not paid within ninety (90) days after the due date, a ten (10) day notice will be given, after which, if the total outstanding debt is not paid, service may be terminated as hereinafter provided under Rule A8. Service will not be restored until payment of all delinquent charges, payment of a charge of forty dollars (\$40.00) for turning off and on the water supply, and until after a deposit shall have been made in accordance with Rule B5, to be determined on an individual basis.

Failure to pay a bill for any quarter shall not excuse the delinquent Member from the charge, under this Schedule of Rates, for any succeeding quarter.

A7. No Waiver of Rules and Regulations - Presentation or non-presentation of a bill shall not be held to be a waiver of any of the Rules and Regulations. Non-presentation of a bill does not pardon payment or late charges.

It is the intent that termination procedures will comply with all applicable laws.

DISCONTINUANCE OF SERVICE

A8. Termination of Service - Service may be terminated by turning off the water supply and sewer service for violations of any rule or regulation. Before Service may be terminated, Roamingwood shall give ten (10) days written notice to the Member stating the rule violated, the manner of violation, and a reasonable time for correction of the violation. If the Member disagrees with the notice of violation, he shall have the right to be heard and be represented by counsel. Service will not be resumed until reasonable assurance has been given that the Member will comply with the Rules and Regulations and until after a charge of forty dollars (\$40.00) has been paid for turning off and on the water supply.

ADJUSTMENTS (DISCOUNTS) ON BILLS

A9. The General Manager shall have the authority to pursue collection of or to adjust (reduce) bills in excess of the minimum quarterly charge when in his/her opinion, the excessive water usage was due to extenuating or abnormal causes or beyond the control of the property owner; e.g. burst water pipe, break in the service line, faulty meter.

The amount of any adjustments will be directly related to the degree of responsibility of the Member.

Adjustments will only be made following a complete investigation into the reasons for the high usage, and after the General Manager is reasonably certain that the problem has been corrected.

If the Member disagrees with the General Manager's decision or the amount of the adjustment, the Member may present his/her case to the Board of Directors either in writing or in person by attending a regularly scheduled meeting of the Board; a representative may present the case if the Member cannot attend a meeting.

Future occurrences of the same problem will not qualify for any adjustments unless the Member appeals the decision of the General Manager, in writing, to the Board of Directors.

In all cases, the Member will be responsible for all usage by his/her renters. The above rules will also apply to renter situations. If the General Manager or the Board of Directors does not approve an adjustment, the Member will be liable for payment.

Roamingwood employees will verify that the water meter is functioning properly. They may enter the home to examine the water meter and associated hardware. Roamingwood employees may check any further plumbing and/or fixtures if requested by the Member or their representative.

MISCELLANEOUS AND SERVICE CHARGES

TURNING WATER ON AND OFF

A10. There shall be no charge for turning the water supply to a Structure off or on at the time of connection.

There shall be a twenty dollar (\$20.00) charge for turning the water supply to a Structure off or on again after connection.

Any turn off or on without a 24 hour notice will be charged fifty dollars (\$50.00).

Roamingwood will turn the water supply to a Structure off or on after the connection during normal business hours provided that the Member shall give twenty-four (24) hours advance notice to Roamingwood. **NO EXCEPTIONS.** In no case shall the water supply to a structure be turned on without the presence of the Member or an appropriate representative thereof. Unless terminated pursuant to A8 of these Rules and Regulations, the water supply to a structure will not be turned off unless the Member or an appropriate representative is present or a Waiver of Responsibility form has been signed by the Member or appropriate representative.

All requests to turn the water supply to a Structure off or on after connection shall be charged according to the Service Call Rates listed below. All charges for turning of the water supply to a Structure off or on again after connection will be due and payable for all such calls whether or not the Member or appropriate representative fails to appear at the scheduled appointment unless Roamingwood is notified of such cancellation prior to said appointment.

SERVICE CALL RATES

A11. Calls for **EMERGENCY** service will be responded to 24 hours a day. Response for all other calls shall be determined on a case-by-case basis. Roamingwood is **NOT** responsible for any problems between curb stop and house. **ANY CALL responded to**

THAT IS THE RESULT OF A PROBLEM IN THE HOUSE OR BETWEEN THE HOUSE AND THE CURB STOP WILL BE BILLED AT THE FOLLOWING RATES:

Normal Working Hours-- - 7:30 AM to 3:30 PM – MON–FRI
- 8:00 AM to 12:00 PM – SAT

- **\$50.00**

Evenings----- -3:30 PM to 10:00 PM - MON-FRI
- 12:00 PM to 10:00 PM – SAT

- **\$75.00**

Nights----- -10:00 PM to 7:30 AM - MON-FRI
- 10:00 PM to 8:00 AM – SAT

- **24 HOURS ON SUNDAYS AND HOLIDAYS**

- **\$85.00**

Any material used will be billed in addition to the base rates.

SERVICE REQUESTS BY OTHER THE MEMBER

A12. Any and all requests to turn water on and/or off or any other service call incurring a charge that is requested by any one other than the Member will be billed on the Member's account and will be considered due and payable by the Member as if the Member has requested the service.

FINAL METER READ

A12.a. Upon notification by a Member, real-estate agent, abstract company, attorney's office, or other bonafide agent of a Member that a developed lot is scheduled to transfer ownership, in all cases, the water meter must be read by a representative of Roamingwood to determine the amount of water used by the current Member to the date of transfer and to establish a beginning reading for the new Member. There will be a service charge of fifty (\$50.00) for reading the meter before a scheduled transfer. This charge will also apply if the property does not transfer as scheduled. If the transfer is rescheduled, the meter must be re-read immediately prior to the rescheduled date, and another fifty (\$50.00) charge will be applied to the account. The fee will be charged to the present Member's account, and it will be due within thirty (30) days or at closing. This fee will be credited to the capital reserve fund.

PROPERTY TRANSFERS

A12.b. A capital reserve fund assessment will be assessed for the transfer of each property, i.e. a fifty (\$50.00) fee for both developed and undeveloped lots upon closing. It will be assessed on the new Member's account and due the date of the property transfer. This charge will apply to all property transfers regardless of the manner in which transferred.

BILLING OTHER THAN THE MEMBER

A13. There will be a one time charge of twenty-five (\$25.00) billed to any Member who requests the bills sent to someone other than himself/herself. The presentation of bills to someone other than the Member does not relieve the Member from his/her obligation to pay said bills. When bills are sent to someone other than the Member, the Member will also receive a copy of the bill.

BAD CHECK COLLECTIONS

A14. Every account for which a check is returned to Roamingwood unpaid will be assessed a thirty dollar (\$30.00) service charge. The issuer of the bad check will be given a notice that the check was returned unpaid. Upon receipt of this notice, a period of ten (10) days will be allowed during which a certified check, money order, or cash in a sum equal to the bad check plus service charge fee(s) is to be remitted to Roamingwood. If the bad check and service charge are not cured within the ten (10) days allotted, criminal and civil proceedings will be instituted which could result in imprisonment, fines, and/or restitution equal to the fullest extent permitted by law. Roamingwood may also report issuance of the bad check to appropriate credit reporting agencies.

Issuance of a bad check is a crime in Pennsylvania and should not be taken lightly. Roamingwood will enforce its remedies to the fullest extent permitted by law through criminal and civil proceedings.

B. GENERAL PROVISIONS FOR WATER AND SEWER SERVICE

APPLICATIONS FOR SERVICE - WATER AND SEWER

B1. Service will be furnished upon written application by the Member or by his/her properly authorized agent on a form prepared by Roamingwood.

B2. The Application for Service and these Rules and Regulations constitute a contract between the Member, and Roamingwood, and the Authority.

MAINTENANCE, REPAIR, AND RELOCATION OF SERVICE LINES

B3. The Member shall comply with all state and municipal regulations. All service lines shall be maintained and/or repaired at the sole cost of the Member served. The Member shall make any changes to their facilities which shall be required because of change of grade, relocation of mains, relocation of Roamingwood's facilities or otherwise.

COMPLIANCE WITH THE RULES AND REGULATIONS

B4. No connection shall be made, either directly or indirectly, to the Water and/or Sewer System until all requirements of these Rules and Regulations have been met.

MEMBER'S DEPOSITS

B5. Roamingwood reserves the right to require a deposit equal to the estimated gross bill for any single period plus one (1) month (the maximum number of months for calculating the maximum deposit shall be four (4) months in the case of quarterly billing) with a minimum deposit, at Roamingwood's option, of not less than fifty dollars (\$50.00). The purpose of such deposit is to secure payments where the credit of the Member has not been established to the satisfaction of Roamingwood.

If a Member, from whom Roamingwood holds a deposit, is in arrears one (1) quarter, a late/penalty notice will be sent to the Member. If at the end of the following month, the account is not up to date, the deposit will be credited to the payment of the overdue account and service terminated until another deposit plus forty dollars (\$40.00) for on/off charges and all late fees and penalties are paid.

Refund of a Deposit - Roamingwood will refund a deposit if the Member has sold his lot and after payment has been made of all amounts due or when the Member shall have paid undisputed

bills over a period of twelve (12) consecutive months. Any Member who has secured the return of a deposit shall not be required to make a new deposit unless the Member's credit standing has been impaired through failure to comply with these Rules and Regulations.

SEVERABILITY

B6. Every provision of these Rules and Regulations is hereby declared to be independent of, and severable from every other provision of these Rules and Regulations. If any such provision shall be held to be invalid or unenforceable, that holding shall be without effect upon the validity or enforceability of any other provision of these Rules and Regulations.

C. RULES AND REGULATIONS "WATER"

SERVICE CONNECTION

C1. Roamingwood will make the connection to the main and will furnish, install, and maintain the service lateral from the main to, and including, the curb stop, which shall be placed inside the curb line, if such facilities are not already in place. Such facilities shall be the property of Roamingwood and/or the Authority and shall be under their control. Driveways shall not be constructed over curb stops.

C2. A service line from the curb to a structure shall be of pipe approved by Roamingwood and shall be kept in good repair at the expense of the Member. A service line shall be laid subject to approval of Roamingwood and shall be placed at least three and one-half feet below the ground surface. The minimum size water line shall be 3/4" inside diameter. The line shall be either K-type soft rolled copper tubing or coiled plastic pipe, SDR 7, 200 pound test, suitable for water service. The line shall be supported/bedded, and covered by clean fill, free of rocks and sharp objects.

C3. There shall be placed in the service line, within the wall of the structure, a shut off valve easily accessible to the occupant in order to make it possible to turn off the water in case of a leak. After the shut off valve, the Member or his/her agent must leave no less than 18" of 3/4" tubing, to which Roamingwood personnel will install the required meter and associated hardware including, but not limited to, a dual check valve. Next in line, following this installation, the Member or their agent will install their boiler drain. If static water pressure at the main service connection exceeds 50 psi, the Member must install a pressure reducer set to a maximum of 50 psi.

C4. A leak in a service line from the curb stop to, and/or in and upon the premises supplied shall be promptly and properly repaired by the Member at his/her expense. Upon failure of the Member to make such a repair with reasonable dispatch, Roamingwood may turn off the water supply, and it will not be restored until a charge of forty dollars (\$40.00) shall have been paid for turning off and on the water supply.

Before any repair is made to the service line, the Member or their agent must obtain a free repair permit from Roamingwood. The Roamingwood staff must inspect said repair before service is restored in order to confirm that the repair complies with all these Rules and Regulations, and that it was properly completed.

WATER METERS

C5. Water meters must be installed immediately in all newly constructed homes and all currently existing homes must have water meters installed.

Responsibility is hereby imposed upon each Member for damage to the water meter and all related equipment including any and all costs of repair and/or replacement incident thereto, which are caused, by abuse and/or Member negligence with regard to the operation and maintenance of the water meter.

Members or their agents are prohibited from disconnecting or tampering with the water meter in any manner whatsoever except in the event of sudden discharges and leakage which may cause damage to the property of the Member. However, immediately upon such disconnection or discontinuation, such must be reported to Roamingwood officials. Failure to make such a report within twelve (12) hours may subject Members to discontinuance of service and all fines incident thereto as provided elsewhere under these Rules and Regulations of Roamingwood.

Each Member hereby agrees to cooperate with Roamingwood in the installation, inspection, maintenance, replacement, and reading of water meters. Upon request, each Member shall provide Roamingwood officials with reasonably timely proposed dates and times when the water meter can be installed, inspected, or repaired. Should the Member fail to respond to the aforesaid request within five (5) business days, Roamingwood shall unilaterally choose a date and time and will provide notice to the Member one week in advance of the inspection and/or repair dates. The Member or a duly authorized representative shall be present on that date and time so that the water meter may be inspected or repaired by Roamingwood personnel. Noncompliance to this request will result in discontinuance of Service.

Failure to make necessary repairs, that are the Member's responsibility, or other failure to cooperate in meter installation, inspection, and/or repair will subject the Member to Service discontinuance and all fines incident thereto as provided elsewhere in the Rules and Regulations of Roamingwood.

In all cases, each Member hereby irrevocably authorizes Roamingwood and its duly authorized agents and employees to enter onto and/or into the Member's premises for the purpose of installation, inspection, repair, and reading of the water meter.

Nothing provided hereunder, shall be construed as an assumption by Roamingwood of any liability for damages caused to the premises of the Member as a result of a defective, worn, neglected, or abused water meter. Each Member has an affirmative

duty to report any and all suspected defects or problems with the water meter.

All repairs and replacements of water meters are to be made at the expense of the Member except for those caused by negligence, carelessness or intentional wrongdoing of Roamingwood, its employees and/or duly authorized representatives.

WATER USAGE

C6. Use of water by a Member shall be in accordance with the class, scope, and type of use and for the purpose stated in the application. A Member shall not use and shall not allow the use by others of water through his/her service facilities for other persons or for other purposes than as covered in the application. Roamingwood will require a permit and inspection of any reconstruction work done to existing water service lines.

CURB BOXES AND VALVES

C7. No unauthorized person shall open or close any of Roamingwood's curb stops or valves in any public or private line. Noncompliance may result in a charge of one hundred dollars (\$100.00) per occurrence.

RIGHT OF ACCESS/INSPECTION

C8. An authorized agent of Roamingwood shall have the right to access, at any reasonable hour, for the purpose of examining pipes and fixtures, observing manner of using water, and for any other purpose which is proper and necessary in the conduct of Roamingwood's business. All persons using water shall at all times answer any and all questions of such agents relating to their water service fixtures and their consumption of water supplied.

NO GUARANTY OF SUPPLY OR PRESSURE

C9. Roamingwood shall not be liable for any claim or damage arising from a shortage of water, the breaking of machinery or other facilities, acts of God, or for any other cause.

Nothing in these Rules and Regulations, nor any contract or representation, verbal or written of Roamingwood or any of its employees or agents shall be taken or construed in any manner to be or to constitute a guaranty to furnish any specific pressure or specific quantity of water through any service connection, whether domestic, commercial or otherwise, or for any other special purpose, but Roamingwood will, at all times, and under all conditions, endeavor to maintain the efficiency and adequacy of water services. No agent, or employee of Roamingwood shall have the right or authority to bind it by any promise, agreement, or representation contrary to the provisions or intent of these Rules and Regulations.

C10. As necessity may arise in case of a break in a main, an emergency or other unavoidable cause, Roamingwood shall have the right to temporarily cut off the water supply in order to make necessary repairs, connections, etc., but Roamingwood will pursue all reasonable and practicable measures to notify the Member, in advance, of such discontinuance of service. In such cases, Roamingwood shall not be liable for any damage or inconvenience suffered by the Member, lessening of supply, inadequate pressure, poor quality of water, or for any other damages.

SPRINKLER AND IRRIGATION SYSTEMS

C11. Underground lawn sprinklers and irrigation systems may be installed only after special approval by Roamingwood. A Member must furnish a schematic drawing of the proposed pipe layout together with valves, sprinkler heads, and appurtenances, including sizes and specifications to the Board of Directors of

Roamingwood. The drawing shall be reviewed at the next regularly scheduled meeting of the Board and approved or disapproved.

C12. Fire protection sprinkler systems, may not be attached to Roamingwood's water system. Any Member desiring same must install a self-contained system that does not require support in any manner from and/or an interconnection with the Roamingwood Water System.

RESTRICTED CONSUMPTION

C13. Roamingwood reserves the right to make restrictions regarding the use of water whenever emergencies may require and also to restrict or entirely prohibit the use of water for such purposes as car washing, swimming pools, wading pools, ornamental pools, fountains, hoses or sprinklers when necessary to insure a full supply of water for other purposes. The Board of Directors of Roamingwood may restrict or prohibit the above and other uses when in its discretion, water supply availability so warrants.

D. RULES AND REGULATIONS "SEWER"

CONDITIONS OF SERVICE

D1. No connection or Sewer Service Line, through which Sanitary Sewage does or may enter the Sewer System, shall be constructed, altered, repaired, or allowed to exist, which does not comply with these Rules and Regulations.

D2. Individual Sewer Service Line - Each property must have its own individual Sewer Service Line.

INSPECTION

D3. Roamingwood personnel shall have the right, at all reasonable times, to enter any premises connected with, or about to be connected with, the Sewer System to inspect Sewer Service Lines, sources and nature of sewage, and all fixtures and facilities from which Sanitary Sewage may be discharged into the Sewer System in order to enforce compliance with these Rules and Regulations.

PROHIBITED FLOW/SANITARY SEWAGE

D4. No flow, other than Sanitary Sewage, shall be turned into or permitted to enter the Sewer System, and no connection, fixture, device, opening, or condition shall be allowed to exist which would permit any flow, other than Sanitary Sewage, to enter the Sewer System.

Use of the Service by a Member shall be in accordance with the class, scope, and type of use, and for the purpose stated in the application. A Member shall not use and shall not allow use by others of his/her Sewer Service Line for other persons or for other purposes than as covered in the application.

DAMAGES/LIABILITY

D5. Roamingwood and/or the Authority shall not be liable for any damage or expense occurring to or within any premises resulting from leaks or stoppage in the Sewer System or from any other cause.

SEWER SERVICE LINES/TYPE OF PIPE

D6. Gravity Sewer Service Lines shall be constructed of rigid plastic (PVC) pipe, minimum Schedule 40, four (4) inches inside diameter.

The minimum cover for gravity lines shall be two (2) feet where the sewer service line is not in a driveway or parking area and three (3) feet in a driveway or parking area. (Three (3) feet

cover is recommended in all areas). Piping for gravity lines shall be installed at a uniform slope of not less than one-fourth (1/4) inch per foot. Clean outs shall be placed at intervals not to exceed one hundred (100) feet in straight runs of gravity lines.

D7. Pumped Sewer Service Lines for pumped sewage shall be constructed of rigid plastic piping (PVC), minimum Schedule 40, with glued joints. Pipes shall be sized according to pump manufacturer's specifications. The minimum cover for exterior piping shall be three and one half (3-1/2) feet.

LAYING SEWER SERVICE LINES

D8. In laying Sewer Service Lines, special care shall be taken to ensure watertight construction and to prevent infiltration. Any indication of leakage or possible infiltration shall be sufficient basis for disapproval by Roamingwood of the connection. Piping shall be supported/bedded and covered by clean fill, free of rocks and sharp objects.

CONNECTIONS OF SEWER SERVICE LINES

D9. All connections to the Sewer System shall be made at the Lateral Service Line that has been provided abutting the property being furnished sewer service. Where no Lateral Service Line has been previously constructed, such facilities shall be constructed at the expense of Roamingwood and/or under Roamingwood's direction and supervision.

STANDARD OF QUALITY OF CONSTRUCTION

D10. All construction, reconstruction, and alterations of Sewer Service Lines and appurtenances shall be done and installed in a competent, workmanlike manner in accordance with recognized standards of the plumbing trade. Roamingwood may require reconstruction of any work done improperly.

Roamingwood will require a permit and inspection of any reconstruction work done to existing sewer lines.

REQUIREMENTS OF SPECIAL DEVICES AND SPECIAL TREATMENT

D11. Prohibited Wastes - Sanitary Sewage, discharged into the Sewer System, shall not contain any industrial waste, chemicals, or other matters

- a) Having a temperature higher than 150° F;
- b) Having a grease content of fat, oil or grease of more than 100 parts per million by weight;
- c) Containing any gasoline, benzene, naphtha, fuel oil, or other inflammable or explosive liquids, solids, or gases;
- d) Containing any ground or unground garbage;
- e) Containing any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, manure, or any solids, abrasives, or viscous substance capable of causing obstruction or other interference with the Sewer System or the sewage treatment plant into which the sewage is discharged;
- f) Having a “pH”, as determined by Roamingwood, lower than 6.0 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to Structure or equipment in the Sewer System or structures, equipment, bacterial action, or personnel of the sewage treatment plant into which the sewage is discharged;
- g) Containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, to constitute a hazard to humans or animals, or to create any hazard in the receiving water or sludge of the sewage treatment plant into which the sewage is discharged. Toxic wastes containing cyanide or copper, chromium, nickel, zinc, or other metallic ions;
- h) Containing total solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant;
- i) Containing noxious, malodorous gas or substance

capable of creating a public nuisance.

Where wastes are of such character as to violate any of the preceding regulations, the wastes must be pre-treated to such a degree that they will comply with the preceding regulations prior to discharge into the Sewer System. Violations of requirement “b)” will result in fines of one thousand dollars (\$1,000.00) per occurrence. Violations of all other requirements may result in a fine not less than ten thousand dollars (\$10,000.00) or the cost of repairing or restoring the Sewer System, whichever is greater.

Roamingwood shall have the right to assess these fines and/or to direct any Member to cease the discharge into the Sewer System of any wastes not complying with these Rules and Regulations.

APPROVAL OF PRETREATMENT DEVICES

D12. All grease traps, sand traps, or other devices for pre-treatment of Sanitary Sewage or industrial wastes shall be subject to the approval of Roamingwood prior to installation.

PROHIBITED CONNECTIONS

D13. No Member or his/her agent shall make connection of roof downspout, foundation drains, areaway drains, or other sources of surface runoff or ground water to a Sewer Service Line or any other drain, which in turn is connected directly or indirectly to the Sanitary Sewer System.

E. TAPPING & REPAIR/ALTERATIONS PERMITS

E1. No Member or his/her agent shall uncover, make any connection with or opening into, use, alter, or disturb any sewer or water line or appurtenance thereof without first obtaining a written permit from Roamingwood and/or the Authority.

CLASSES OF PERMITS

E2. There shall be three (3) classes of sewer and water permits: residential, commercial, and repair/alteration permits. In each case, the Member or his/her agent shall make application as required by the rules as herein provided. No work may commence involving water or sewer lines until issuance of an appropriate permit by Roamingwood and/or the Authority.

REPAIR PERMITS

E3. No fee shall be charged for repair/alteration permits. In the event of emergency circumstances pertaining to repair/alteration permits, verbal notice of such emergency shall be given by telephone or in person to Roamingwood and/or the Authority, which shall state the circumstance and measures to be taken to address the emergency circumstance. In such case, written application shall be made for a repair/alteration permit within twenty-four (24) hours of verbal notice and prior to covering or concealing of the area of repair. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of Roamingwood and/or the Authority.

TAPPING/NEW CONSTRUCTION PERMITS

E4. A tapping fee of one thousand dollars (\$1,000.00) for a residential sewer and water permit and of one thousand dollars (\$1,000.00) for a commercial sewer and water permit shall be paid to Roamingwood/the Authority at the time the application is filed. Each permit shall be numbered in order of issuing by Roamingwood and/or the Authority.

E5. Water and sewer lines shall be installed from the street to the approved house location within one hundred twenty (120) days from the issuance of the tapping permit. Application for a township building permit on the same lot must be made within five

(5) days of obtaining the tapping permit.

Construction shall commence within one hundred twenty (120) days from the issuance date of the tapping permit.

Permits shall be issued within ten (10) working days of receipt of the application.

Upon the “Notice of Completion of Construction” or one hundred twenty (120) days from the issuance of the application, whichever is first, the rate charged for service will change from undeveloped lot to developed lot. The General Manager shall have authority to extend the expiration date because of extenuating circumstances such as special permitting due to “WETLANDS”.

E6. The fee of one thousand dollars (\$1,000.00) for commercial and residential permits shall be non-refundable once the permit has been issued.

E7. All costs and expenses incidental to the installation, connection, repair and/or alteration of the sewer and water service lines shall be borne by the Member. The Member shall indemnify Roamingwood from any loss or damage that may directly or indirectly be occasioned by the installation of the sewer and water service lines.

LAYING/INSTALLING SERVICE LINES

E8. One separate and independent Sewer Service Line and one separate and independent water service line shall be provided for every building.

E9. The size, slope, alignment, and materials of construction of the sewer line and the water line, and the methods to be used in excavating, placing the pipe, joining, and backfilling the trench, shall all conform to the requirements of The Building and Plumbing Code or other applicable Rules and Regulations of Roamingwood and/or the Authority. In the absence of code provisions, or in application thereof, the materials and procedures

set forth in appropriate specifications of the ASTM and WPCF Manual of Practice No. 9 shall apply. All such connections shall be made gas tight and watertight and shall be verified by proper testing. Any deviation from the prescribed procedures and materials must be approved in writing by Roamingwood and/or the Authority.

SEWAGE PUMP SYSTEM - when required

E10. Whenever possible, the sewer line shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the Sewer Systems, Sanitary Sewage carried by such building drain shall be lifted by an approved means and discharged into the Sewer Service Line. The end of the Sewer Service Line at the building shall be one (1) foot higher than the clean out/vent/stack at the curb line used for the pressure test, which shall have a one hundred eighty (180) degree bend placed on top of it. Said vent is to prevent the backflow of sewage from the Sewer System into the building. All drains must be above the grade elevation of the roadway and manhole lids. If this is not possible, then a sewage pump system must be installed to pump the sewage from the building to the Sewer System, and the clean out/vent/stack at the curb line, and any intermediate cleanouts if applicable, shall be capped. The extension pipe/vent/stack may be any color, other than white, that blends with the environment.

E11. All sewage ejection pumps must be installed inside the structure.

E12. Sewer and water lines must be placed in separate trenches and an undisturbed earth separation shall be maintained between the Service lines. Water and Sewer Service Lines should be separated at least ten (10) feet horizontally and one (1) foot vertically. Although Roamingwood strongly recommends not laying sewer and water lines in the same trench, where it is not

possible to maintain separate trenches, water lines may be laid in the same trench as the sewer lines, and the property owner will assume all responsibility for this action by signing a waiver as provided by Roamingwood. In this case, the top of the sewer shall be at least 18" below the bottom of the water pipe, while maintaining three and one-half (3-1/2) feet of cover over the water service.

INSPECTION AND TESTING

E13. The applicant for the sewer and water permit shall notify Roamingwood when the sewer and water service lines are ready for inspection. No work shall be covered or concealed in any way until visually inspected and approved by a representative of Roamingwood.

E14. After backfilling and before completing the structure, the Sewer Service Line shall be tested by the applicant by either of the following methods in the presence of a representative of Roamingwood:

1) Insertion of a test plug at the point of connection with the sewer lateral, then filling with water under a head of not less than ten (10) feet. The water level at the top of the test head of water shall not drop for at least fifteen (15) minutes;

2) Air test - the air test shall be made by attaching an air compressor testing apparatus to any suitable opening and after closing all other inlets and outlets to the system, forcing air into the system until there is a uniform gauge pressure of five (5) pounds per square inch or sufficient to balance a column of mercury ten (10) inches in height. This pressure shall be held without introduction of additional air for a period of at least fifteen (15) minutes.

The connection and testing shall be made by the contractor under the supervision of Roamingwood. Twenty-four (24) hours notice will be required before testing is to be performed.

E15. All repairs and alterations, including all materials used, will comply with the codes and regulations in effect at the time of repair. Any deviation from these codes must be approved, in advance, in writing by Roamingwood.

NON-COMPLIANCE TO PERMIT REGULATIONS

E16. The foregoing provisions relating to inspection and repair permits are mandatory on all Members and his/her agents who perform such repairs/replacements. Failure to comply with such provisions shall result in the automatic imposition of a one hundred dollar (\$100.00) fine for failure to obtain the required repair permit. An additional one hundred dollar (\$100.00) fine will automatically be imposed for failure to request inspection of such repair or replacement by Roamingwood as required under applicable provisions. Each such act or failure to act shall be considered as a separate offense hereunder. Violation of these provisions pertaining to inspection and repair permits, or any portion thereof, shall further be considered separate and independent of any offense for opening or closing of any curb stop or valve in any public or private line as described elsewhere in these Rules and Regulations. The Member shall be solely responsible for the payment of these fines.

F. AMENDMENTS

F1. Roamingwood reserves the right to alter or amend these Rules and Regulations by majority vote of the Roamingwood Board of Directors at any meeting.

Roamingwood Sewer and Water Association

Specifications Required for Gravity Sewer Connection

