



Roamingwood Sewer & Water Association

Agent of South Wayne County Water & Sewer Authority

P. O. Box 6 Lake Ariel, Pa 18436

Phone: (570)698-6162 • Fax: (570)698-9485 • Email: rswa@roamingwood.com

Website: www.roamingwood.com

RULES & REGULATIONS

Revised June 2020



INDEX

DEFINITIONS	1
A. SCHEDULE OF RATES	
APPLICATION	2
MINIMUM CHARGES	2
WATER AND/OR SEWER	2
TERMS OF PAYMENT & BILLS	2-3
AMENITIES SUSPENSION	3
LONG TERM –LEASE RENTER POLICY	3
DISCONTINUANCE OF SERVICE	4
ADJUSTMENTS (DISCOUNTS) ON BILLS	4
MISCELLANEOUS AND SERVICE CHARGES	
TURNING WATER ON AND OFF	4-5
SERVICE CALL RATES	5
REQUESTS BY OTHER THAN OWNER	5
FINAL METER READ	5
PROPERTY TRANSFERS	6
BILLING OTHER THAN THE OWNER /	6
BAD CHECK COLLECTIONS	6
B. GENERAL PROVISIONS FOR WATER & SEWER SERVICE	
APPLICATIONS FOR SERVICE - WATER AND SEWER.	6-7
MAIN'T, REPAIR, & RELOCATION OF SERVICE LINES	7
COMPLIANCE WITH THE RULES AND REGULATIONS	7
SEVERABILITY	7
C. RULES AND REGULATIONS “WATER”	
SERVICE CONNECTIONS	7-8
WATER METERS	8
WATER USAGE	8-9
CURB BOXES AND VALVES	9
RIGHT OF ACCESS/INSPECTION	9
NO GUARANTY OF SUPPLY OR PRESSURE	9
SPRINKLER AND IRRIGATION SYSTEMS	9-10
RESTRICTED CONSUMPTION	10

D. RULES AND REGULATIONS “SEWER”	
CONDITIONS OF SERVICE	10
INSPECTION	10
PROHIBITED FLOWS/SANITARY SEWAGE	10
DAMAGES/LIABILITY	10
SEWER SERVICE LINES/TYPE OF PIPE	10
LAYING SEWER SERVICE LINES	11
CONNECTIONS OF SEWER SERVICE LINES	11
STANDARD OF QUALITY OF CONSTRUCTION	11
HOMEOWNER “THREE STRIKE RULE”	11-12
PROHIBITED WASTE/DEVICES & SPECIAL TREATMENT	12-13
PROHIBITED CONNECTIONS	13
E. TAPPING & REPAIR/ALTERATIONS PERMITS	
CLASSES OF PERMITS	13-14
REPAIR PERMITS	14
TAPPING/NEW CONSTRUCTION PERMITS	14
LAYING/INSTALLING SERVICE LINES	15
SEWAGE PUMP SYSTEM	15
INSPECTION AND TESTING	15
NON-COMPLIANCE TO PERMIT REGULATIONS	16
RIGHT OF WAY/UTILITY EASEMENT	16
F. AMENDMENTS	
RIGHT OF WAY / UTILITY EASEMENT DIAGRAM A.1	16
G. DIAGRAM	
WATER & SEWER SERVICE LINES	17

RULES AND REGULATIONS

DEFINITIONS

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

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

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

“**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.

“**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.

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

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

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

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

“**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.

“**Service**” shall mean both water and sewer service.

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

“**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).

“**Water Carriage**” shall mean transportation or conveyance by water

“**Low Pressure Pump System (LPS)**” shall mean utilization of a small pump station, located at each house to move waste water through the transmission system to the treatment plant.

“**EcoTran**” shall mean Crane/Barnes grinder pump system which collects and grinds residential/ commercial sewage and pumps the waste under pressure to the wastewater treatment plant. EcoTran grinder systems are outdoor systems located in the front easement of the properties. They are distinguished by a “faux” boulder atop the basin.

“**Retrofit**” shall mean Crane / Barnes grinder pump, which is installed within the home in place of an existing ejector pump to properly connect to the new LPS. This new pump is retrofitted in to the home’s existing sewage basin.

“**Clean Out**” shall mean an access to the gravity sewer service lateral located on the homeowners’ property near the house and again within a few feet of the Eco Tran basin. They are typically a short 4” round white, green or black PVC pipe with either a plastic cap, threaded top or an elbow fitting.

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.

BILLS

A4. Charges will be billed and payable quarterly.

PAYMENTS

A4a. Payments can be made with check, money order, postal money order, through our ACH Direct Payment program and Bill Pay through your personal online banking. Accountlink Credit or Debit Card payments have \$3.00 per \$100 fee & Telecheck has a \$1.50 flat fee up to \$2,500.00 fee associated with them. These payment can be done through our website www.roamingwood.com or by calling our office. **CASH PAYMENTS ARE NOT ACCEPTED.**

TERMS OF PAYMENT

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. **Late 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 grace period of (15) Days will be given. After (45) days past due, a 5% penalty will be

assessed and after 75 days past due, another 5% penalty will be assessed on any unpaid current balances. After 90 days, a 1% interest charge per month (12%APR) will be assessed on any balance remaining.

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. Payment of a charge of fifty dollars (\$50.00) for turning off and on the water supply.

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.

AMENITIES SUSPENSION

A6.a The Roamingwood Sewer and Water Board of Directors and The Hideout have entered into a mutual agreement for the collection of delinquent accounts. The agreement is identified in the definition section of the Hideout Protective Covenants under Section [H] and [I]. Please note; balances over \$100.00 greater than **120 Days** past due with RS & W will be considered members not in good standing with the Hideout POA. You will need to secure a guest pass to access the community and restricted from utilizing Hideout Amenities until your balance is current.

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.

A7.a. **Long-Term Lease Renter Policy** - Effective May 2017, all members/ management companies will be required to advise their tenants to register at the RS&W Offices upon signing a lease or other long term agreement. ALL adult residents must be listed on the registration form with an address and contact number. As policy adopted by the RS&W Board of Directors, Sewer & Water fees MUST be paid by the member or property management company.* Should an account go into delinquency, the member is ultimately responsible for payment. All delinquent procedures will follow the property and the member.

Termination of Services:

At no time will RS&W terminate services on behalf of a member, solely for the purpose to evict a tenant. RS&W's Termination of Services policy is mandated by the state and the stipulations of the Utility Services Tenants Rights Act. Please see Discontinuance of Service (A8.1), in the revised Rules & Regulations Book.**

High Use:

In the event of a notification of High Usage at a rental property, both the member and the tenant will be notified. Coordination between both parties is expected to facilitate a prompt repair when required. High usage that is not corrected will result in surcharges on the quarterly bill, should the usage exceed 25, 000 gal that quarter. Failure to make repairs in a timely manner, could result in Termination of Services.

Meter Care:

It will be the responsibility of the member/ management company to instruct proper care of the meter, if it is located inside the home or crawl space. Adequate heat and insulation is necessary to prevent freezing. Knowledge of the main shut off valve's location should also be known, in the event of a water emergency. At no time is the meter to be tampered with. Only an RS&W technician is authorized to repair or otherwise service this meter.

**Starting 6/1/2017 members with tenants who pay directly to Roamingwood sewer and water will be required to adjust monthly rental payments to include the sewer & water fees.*

**** (UTILITY SERVICE TENANTS RIGHTS ACT: Act of Nov. 26, 1978, P.L. 1255, No. 299 Cl. 66 AN ACT)**

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 fifty dollars (\$50.00) has been paid for turning off and on the water supply.

A8.1 Discontinuance of service to a rental property will be governed by the stipulations of the UTILITY SERVICE TENANTS RIGHTS ACT; Act of Nov. 26, 1978, P.L. 1255, No. 299 Cl. 66 AN ACT

ADJUSTMENTS (DISCOUNTS) ON BILLS

A9. The Executive Director 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 Executive Director is reasonably certain that the problem has been corrected.

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 / parts used will be billed in addition to the base rates.

SERVICE REQUESTS BY OTHER THAN 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 anyone 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 authorized 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. 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.

Guidelines for charging the \$50.00 Property Transfer Fee:

- ❖ **CHARGE** for sale of property or home to a new owner
- ❖ **CHARGE** for transfer of property or home from family to family member and original owner is REMOVED

- ✚ **NO CHARGE** for removing a deceased or divorced spouse
- ✚ **NO CHARGE** for removing other party
- ✚ **NO CHARGE** for ADDING children or other party to deed as long as original deeded owner remains on the deed.

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 Debit/Credit Card. **(CASH NOT ACCEPTED)**.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, and 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.

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 **four** feet below the ground surface. The minimum size water line shall be 3/4" inside diameter. The line shall be coiled plastic pipe 200 PSI minimum, water service compression fitting must be used. 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 persons shall exercise any of Roamingwood's water or sewer facilities, including; curb stops, valves, vent pipes, etc. in any public or private line. It is the responsibility of the property owner to advise all contractors to contact Roamingwood to have valves opened or closed. Non-compliance will result in a fine assessed to the **property owner** of five hundred dollars (**\$500.00**) per occurrence and could result in legal prosecution. The purpose of this prohibition and directive is to eliminate liability and avoid the associated costs that Roamingwood incurs due to damage of our equipment and to avoid any health and safety issues that can occur from improper handling of the same.

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. 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. Sewer and water lines must be placed in separate trenches and an undisturbed earth separation shall be maintained between the Service Lines. Low Pressure Sewer Service Lateral pipes are to be separated

by a minimum of 5'-0" from the water service pipes. If physical obstruction prohibits the 5'-0" horizontal separation distance, the LPS service can be less than 5'-0" horizontally. Provided that the bottom of the water service pipe is a minimum of 12" above the top of the highest point of the LPS service pipe. Per 2000 International Plumbing Code – Section 503 (Water Service).

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 four (4) feet of cover over the water service.

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

The minimum cover for sewer lines shall be four (4) feet where the sewer service line 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.

LAYING SEWER SERVICE LINES

D7. 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

D8. All connections to the Sewer System shall be made at the LPS Valve that has been provided abutting the property being furnished sewer service. Where no LPS Valve 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

D9. 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.

HOMEOWNER "THREE STRIKE RULE"

If service is required to your specific unit and evidence of the unit failure is proven as equipment abuse relating back, but not limited to the information detailed below, your account will be flagged, a letter will be sent to you and Service Call Details recorded as a – **Strike One (1)**. Upon a 2nd service call and the cause is again deemed abuse of the equipment, it will be again flagged on the account, a letter will be sent to you and Service Call Details will be recorded as a - **Strike Two (2)**. If a 3rd service call is required and again failure is proven to be attributed to abuse to the pumping equipment, a letter will be sent to you and you will be responsible for all labor cost and associated equipment expenses required to get the unit fully operational to our standards – **Strike Three (3)**. Additional service calls, above and beyond a recorded 3rd Strike, that are deemed and proven abuse of the equipment will continue to remain the responsibility of the homeowner.

SERVICE FEES WILL APPLY:

- **\$75.00 Service Call fee – 1st offense after final warning letter**
- **\$100.00 Service Call Fee – 2nd subsequent offense**
- **Parts associated with repair**
- **Fine to be determined by the Roamingwood Management for further offenses, upon determination of severity and number of occurrences.**
- **Cost of the EcoTran pump replacement if damage is caused from homeowner negligence or abuse.**

PROHIBITED WASTE / DEVICES AND SPECIAL TREATMENT

D10. Sanitary Sewage, discharged into the Sewer System, shall not contain any industrial waste, chemicals, pharmaceuticals 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 ;(garbage disposal)
- 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.

NOTE: While there are many products labeled as “flushable” available today, they are typically not compatible with a pumped sewage system and should not be flushed.

- Diapers (Baby or Adult
- Facial Tissue, Cotton Swabs & Cosmetic Puffs
- Baby Wipes, Disinfecting Wipes, Moist Wipes

- Toilet Bowl Scrub Pads & Disposable Mop Pads
- Napkins & Paper Towels (Paper or Cloth)
- Dental Floss
- Egg Shells
- Nut Shells
- Coffee Grounds
- Aquarium Gravel
- Cat Litter
- Fats, Oils, & Greases
- Food Items Containing Seeds & Peelings
- Hair (Human or Pet)
- Sanitary Napkins, Tampons, Condoms
- Cigarette Butts
- Vitamins, Medicines & Pharmaceuticals
- Wash Cloths, Towels & Rags (No Cloth Items)
- Clothing
- Sheet Plastic & Plastic Items of any Kind
- Paint Thinner

In addition you must NEVER introduce into any sewer:

- Explosives
- Flammable Material
- Lubricating Oil and/or Grease
- Strong Chemicals
- Gasoline

PROHIBITED CONNECTIONS

D12. No Member or his/her agent shall make connection of roof downspout, foundation drains, sump pumps, 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.

D13. Notice will be given to disconnect the violation from the sanitary sewer system. If is it not adhered to, Roamingwood will terminate service until such time as proof of the disconnection is given.

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. The property owner will have ten (10) days to make arrangement to fix unless authorized otherwise by Roamingwood Sewer & Water Association. Property owner will ensure a copy of the permit be on site at **ALL** times.

E3.a All Pumps located inside the home or immediately adjacent to the structure, must obtain a non-monetary permit, approved by RS&W, prior to purchase or replacement of the pump. ALL retrofitted direct grinder ejection pumps, installed by RS&W during the Infrastructure Replacement Project, MUST be compatible with the new Low-Pressure Pump System (LPPS).

TAPPING/NEW CONSTRUCTION PERMITS

E4. A tapping fee of two thousand five hundred dollars (\$2,500.00) and the same for 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 ninety (90) days from the issuance of the tapping permit. Application for a township building permit on the same lot must be made within forty-five (45) days of obtaining the tapping permit. A five hundred dollar (\$500.00) fee will be required for escrow, pending township land use permit authorization and to be refunded once approved by the Township and verification is presented to Roamingwood Sewer and Water Association. Construction shall commence within ninety (90) days from the issuance date of the tapping permit. Allow 3-5 weeks for application process and site preparation. Once permit is approved you will be notified.

Upon the "Notice of Completion of Construction" or three hundred sixty days (360) 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 twenty five hundred (\$2,500.00) 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.

E7a. Revocation of a permit can occur 1 year from the date of issuance if construction is not completed.

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. Refer to Section D6

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

E10. The minimum cover for exterior pumped sewer piping shall be (4) feet. 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. Pumped Sewer Service Lines for pumped sewage shall be constructed of rolled plastic piping, One and One Half (1 1/2") ID. 200 P.S.I. roll plastic minimum. Compression fittings MUST be used. Pipes shall be sized according to pump manufacturers' specifications. (i.e. - 1 1/2" to street)

E12. All sewage ejection pumps in The Hideout must be installed in the structure and / or immediately adjacent to the structure and must be using either a Barnes Indoor Unit OGVH 2022 L or Barnes Outdoor Unit OGVH 2022 CE to be compatible with RS&W system requirements. Basin capacity must be 50 gallon

(Minimum). (Units must have backflow protection.) Basins installed outside the structure will be required to have the alarm control panel installed INSIDE the structure.

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.

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.

RIGHT OF WAY/ UTILITY EASEMENT

E17. Roamingwood Sewer & Water has the Right of Way measuring from the center of the road 25 feet towards the property. Please do not build or landscape this area. Refer to Diagram A.1 on p.17

F. AMENDMENTS

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

