



BCWSA Maintenance Program Online Sign Up Form

Customer Name _____

Property Address _____

City _____

State _____

Zip Code _____

Township _____

Customer Account Number _____

Customer Telephone Number _____

Customer Email Address _____

I am signing up for:

Sewer Line Maintenance Program

Water Line Maintenance Program

Signature/Customer Acknowledgement

Date

Please return this form via fax (267.200.0324), e-mail (maintenanceprogram@bcwsa.net), or by traditional mail.

The Property owner and or customer, when they forward the attached form online to the Authority, acknowledges and agrees that they have read the full description of the Authority's maintenance program and agree to be bound by its terms and conditions, and furthermore, the property owner and or customer by executing this form, hereby warrants and represents to the Authority that there are no preexisting conditions in either the sewer lateral and water main that would warrant repair. If the representation set forth here are to be determined to be invalid or a misrepresentation, the Authority will not be obligated to meet its obligations as set forth in the Maintenance Program. Lastly, by forwarding this form to the Authority, all owners of the property are deemed to have consented to participation in the program and have read the terms and conditions of the Program.



Definitions:

BCWSA: “Bucks County Water and Sewer Authority”

Cleanout: The pipe that extends above ground on a property for the purposes of cleaning the Sewer Lateral on the property.

Eligible Work: Work that will be performed under the Maintenance Agreement.

Property Contribution: The amount the property owner must pay towards the cost of repair work.

Exclusions: Work or items that are not eligible under the Maintenance Agreement.

Monthly Fee: The amount the property owner pays each month to participate in the Maintenance Agreement.

Property: The location which is the subject of the Maintenance Agreement and where BCWSA personnel can and will perform work pursuant to the Maintenance Agreement.

Property Owner: The person whose name is listed in the BCWSA billing records as the owner of record for the address listed on the Maintenance Agreement for participation.

Property Owners Agent: A person or agency that represents the interests of the Property Owner listed in the BCWSA billing records as owner of record of the property participating in the Maintenance Agreement.

Renewable Plan: The Maintenance Agreement will automatically renew each year unless terminated under the terms of the Agreement.

Service Call: Performance of any maintenance or repair on a Participating property Water Service or Sewer Lateral.

Sewer Lateral: The Sanitary Sewer Pipe that leaves the participating property's dwelling and connects to sewer facilities in the public right of way or legally described easement.

Water Service: The underground piping that leaves the participating property's dwelling and connects to water facilities in the public right of way or legally described easement.

Sewage Grinder Unit: A pump/grinding unit that using positive displacement pumps the ground up sewage from the property's dwelling to the gravity sewer facilities or low pressure sewer facilities in the public right of way or legally described easement

Community Organization: Any community organization, corporation or association, etc. that has been formed pursuant to the laws of the Commonwealth of Pennsylvania whose purpose is to own common elements of any residential housing development including, but not limited to, open space, sewer lines, water lines, streets, sidewalks and the like which said organization is managed by a Board of Directors and/ or a management company hired by the Board of Directors.

Eligibility:

A property is eligible for inclusion in the program if the property owner or tenant is a customer of the BCWSA and whose account is not past due for any amount. In order to be eligible, the record owner must sign a Maintenance Agreement with BCWSA or verbally enroll by phone through a BCWSA representative. There will be a two (2) week waiting period for any repair or replacement work to take place. The pipe covered is limited to pipes for residential purposes and can be no larger than 2” diameter for Water Service and 4” diameter for Sewer Lateral and for commercial it can be no larger than 4” diameter for Water Service and 6” diameter for Sewer Lateral. There will also be a limit of one (1) Water Service and one (1) Sewer Lateral per property, unless subject to another Agreement to BCWSA. Self contained Sewage Grinder units are also covered with a discharge line of no greater than 2” and a horsepower no larger than 2hp.

Service Call:

BCWSA has a 24 hour per day 7 days per week operations center that can respond to calls for maintenance and/or repair. We will make every attempt to correct the problem within 24 hours but reserve the right to extend that time period for weather or safety reasons at any time and at the discretion of BCWSA. We also reserve the right to deny performance of repair work if negligence on the part of the property owner is determined to be the cause of the problem.

Eligible Work:

Subject to the limits of the Maintenance work set for in this agreement BCWSA will handle all costs related to the maintenance and repair of the participating property's water service or Sewer Lateral (less the applicable property contribution if any) resulting from a service call made by the property owner to BCWSA. The eligibility extends to the pipe for the water service or sewer lateral that exit the dwelling on the participating property and connects to facilities in the public right of way or legally described easement. Eligible types of maintenance items for sewer laterals that impede or completely block flow are root intrusion, grease blockage (not a result of lack of maintenance for commercial properties), pipe separation of a significant nature (ground settlement), pipe collapse or any other item that would cause the lateral to cease the flow from the house to the public facility that is not the result of negligence on the part of the property owner. Eligible types of maintenance items for water services lines are pin holes that cause water to surface on the property or enter the home, separation of the service line from the home or the shut off valve near the public facility, complete loss of water and or pressure as a result of corrosion or decay and freezing of the line due to temperature.

Restoration of areas disturbed while performing work on facilities under this maintenance plan will include asphalt driveways, grass areas, minor soft landscaping (mulch beds and small shrubs) walkways (asphalt or concrete only) from the public sidewalk or property driveway to the home (One (1) per property) and all grass, sidewalk (concrete) and asphalt disturbance in the public right of way.

All reasonable care will be taken by BCWSA to limit the degree of disturbance and will inform the property owner, in advance of a repair, of any items that may be deemed not eligible for restoration under this program.

Community Organization Eligibility:

A community organization, as defined above, will be eligible to participate in the Water and Sewer Maintenance Program subject to the following conditions:

1. The residential community consists of at least 200 or more individual residential dwelling units;
2. The Maintenance Program costs will be billed directly to the organization and paid by the organization as opposed to each individual owner of any residential dwelling or unit within the development;
3. The original enrollment period will be 5 years and each subsequent renewal period will be in 5 year increments
4. All improvements outside the outer walls of an of the structures located in the community such as retaining walls, rock filled swales, lighting bases, lighting poles, etc. are owned by the community organization and are not individually owned by any unit owners;
5. Any community structure and the like as noted in the previous subsection of this section are eligible for restoration.
6. Any individual dwelling/unit that is part of a community organization enrolled in the maintenance program will enjoy the same eligibility benefits as a single residential property enrolled in the maintenance program as it pertains to maintenance and restoration.

Exclusions:

The BCWSA will **NOT** consider the following costs eligible under the Maintenance Agreement:

1. Removal of structures to perform work under the agreement such as decks, sheds and retaining walls.
2. Cost to restore, but not limited to, Hardscaping, ornamental Softscaping, driveways (other than asphalt), additional walkways, patios, decks and any other additional structures.
3. Negligence on the part of the property owner, his agents, tenants or any other person or persons not employed or contracted by BCWSA
4. Damaged or improperly installed lines by unlicensed or uncertified contractors, as well as lines which were not inspected by an inspector or engineer licensed to do so in the State of PA.
5. Damage from insects, vermin, pets, misuse, theft, war, earthquakes, floods, water pressure fluctuations or any other natural disaster or acts of God.
6. Grease blockages as a result of improperly operated or improperly maintained grease traps or interceptors inside or outside the property on the Maintenance Program.
7. Request for service made within two (2) weeks of enrollment date.
8. Inflow and Infiltration of groundwater, rainwater or any other source of water into the lateral.

Cost Limits:

BCWSA will repair or replace the participating property piping up to a maximum of \$5000.00 for residential per occurrence and \$10,000.00 for commercial, we will consider up to two (2) occurrences per year eligible. All work under this agreement must be performed by BCWSA or a designate of and by BCWSA. Any other unauthorized work performed will not be eligible under this agreement. A property contribution of \$500.00 for residential and \$1000.00 for commercial will be due and payable after the eligible work under this agreement is completed (not including restoration). If you are with this program for 10 years without repair work needed your property contribution will scale down to \$50.00 a year for residential and will reset to \$500.00 after any claims. Commercial properties are not eligible for the property contribution scale down.

Additional Problems:

If within one (1) year, a subsequent failure or need for repairs occurs, the additional corrective work will be performed at no cost to the customer or property owner and will not affect the maximum yearly limitations on the amount to be expended.

Enrollment:

Participation under the BCWSA Water Service or Sewer Lateral program will begin after the two (2) week waiting period has elapsed. The program is a Renewable Plan and enrollment is for a minimum of two (2) years and is automatically renewable for an indefinite term unless the property owner notifies BCWSA in writing via certified mail to: BCWSA Attn: COO 1275 Almshouse Rd., Warrington, PA 18976 of their desire to terminate the participation. Once written notice of a desire to terminate participation is received the participation will cease at the next renewal period.

Residential / Commercial Billing:

BCWSA will bill each enrolled property on a monthly basis in the amount of \$5 per Water Service, \$5 per Sewer Lateral and \$10 per Grinder unit. Commercial amount of \$10 per Water Service \$10 per Sewer Lateral and \$20 per Grinder unit identified as an eligible item in the Maintenance Agreement. Non – Payment or late payment of the per-line fee will NOT result in termination of your water or sewer service to the property however, will be subject to same collection as non-payment of service charges.

Community Organizations Billing:

A community organization, as described above, that is enrolled in the maintenance program pursuant to the terms and conditions hereof shall receive a ten (10%) per dwelling unit/ connection discount on the monthly charge.

Cancellation:

BCWSA reserves the right to refuse repair at any property for the following reasons:

1. Non - payment of Monthly fee
2. Fraud or misrepresentation of facts by the property owner or his agent that are material to the decision by BCWSA to allow a property to participate in a Maintenance Agreement.

Dispute Resolution:

If a property owner or his agent has a dispute related to the participation under this agreement they may file a written complaint with the CEO of BCWSA and a resolution meeting will be scheduled with the property owner or his agent and representatives of BCWSA to resolve the matter. If a dispute is not resolved with the CEO, any disputes will be litigated in the Court of Common Pleas of Bucks County, Pennsylvania.