

**THE MUNICIPAL AUTHORITY
OF THE
BOROUGH OF GREENVILLE**

~ GREENVILLE WATER AUTHORITY ~

**RULES AND
REGULATIONS**

**GOVERNING THE FURNISHING OF
WATER SERVICE IN
THE BOROUGH OF GREENVILLE
AND VICINITY**

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1.0 DEFINITIONS

AUTHORITY

The word "Authority", whenever the same appears herein, means The Municipal Authority of the Borough of Greenville doing business as the Greenville Water Authority.

BACKFLOW PREVENTION DEVICE

Backflow means the undesirable reversal of flow of a liquid, gas or solid into the potable water supply. A backflow prevention device keeps this from happening. (For more detail see Section 30.)

CROSS CONNECTION

An arrangement allowing either a direct or indirect connection through which backflow, including backsiphonage, can occur between the drinking water in a public water system and a system containing a source or potential source of contamination, or allowing treated water to be removed from any public water system, used for any purpose or routed through any device or pipes outside the public water system, and returned to the public water system. The term does not include connections to devices totally within the control of one or more public water systems and connections between water mains.

CUSTOMER

The word "Customer", as used herein, means the owner and/or tenant contracting for or using water service on a single premises; and the word "Customers" means all so contracting for and using service.

OWNER OR OWNERS

The word "Owner", whenever the same appears herein, means the person, firm, corporation or association having an interest as owner, or a person, firm or corporation representing itself to be the owner, whether legal or equitable, sole or only partial, in any premises which is or is about to be supplied with water by the Authority; and the word "Owners" means all so interested.

PREMISES

The word "Premises", as used herein, means the property or area, including improvements thereto, which water service is or will be provided. Examples include but are not limited to:

- a. A single family residence is a premises.
- b. Each separate apartment, whether occupied or not, in a multifamily residence is a premises.
- c. A building under one roof owned or leased by one customer and occupied as one place of business is a premises.
- d. Each separate building in a group or combination of buildings occupied by one organization, corporation or firm, as a place of business, or for manufacturing or industrial purposes, is a premises.
- e. Each separate office or facility, whether occupied or not, under one roof but operating independently as a separate business or otherwise (multiunit business building) is a premises.
- f. Each building in a group or combination of buildings owned and operated by a hospital, church, public or private school or similar institution is a premises. In the situation such as student housing, a premises would consist of one living floor regardless of the student count.
- g. A public building, vacant lot, park or playground is a premises

The Authority, in its sole discretion, will make any necessary determinations on situations which do not fall within the examples listed above.

RATE SCHEDULE

As amended from time to time and as published by the Authority, the entire body of effective rates, charges and fees are made a part of these Rules and Regulations.

SERVICE LINE CONNECTION

The pipe, valves and other facilities by means of which the Authority conducts water from its distribution mains to the curb stop to be located at the curb line or property line of the premises, and specifically includes the corporation stop or other means of connection to the main, the service line connection to the corporation stop and extending to the point of connection to the curb stop, the curb stop, the services box and such other facilities.

SERVICE LINE EXTENSION

The pipe, valves and other facilities by means of which water is conducted from the curb stop to the premises, and specifically includes the service line extending from a point of connection to the curb stop to a point inside the walls of the premises or meter box, where approved, a stop valve or compression valve on the line at this point, connections for the inlet and outlet sides of the meter, a stop and waste valve on the outlet side of the meter, and if required by the Authority, a backflow prevention device or a reduced pressure zone backflow prevention device; and such other facilities. The Service Line Extension is the customer's responsibility.

SPECIAL CONNECTION

As used in these Rules and Regulations, "Special Connection" refers to service connections generally for fire protection service and subject to Special Purpose Fees.

TENANT

The word "Tenant", whenever the same appears herein, is anyone other than the owner occupying the premises and obtaining water from the mains of the Authority.

TAPPING FEES

A fee which shall not exceed an amount based upon some or all of the following fee components:

- a. Connection Fee – The actual cost of the Service Line Connection
- b. Customer Facilities Fee – The actual cost for the Authority, if any, for the Service Line Extension (installation of which is the customer's responsibility).
- c. Capacity Part - A fee for capacity-related facilities which may not exceed an amount that is based upon the cost of such facilities, including, but not limited to source of supply, treatment, pumping, transmission, trunk, interceptor and outfall mains, storage, sludge treatment or disposal, interconnection or other general system facilities. These facilities include those that provide existing service and those that will provide future service.
- d. Distribution Fee - A fee which may not exceed an amount based upon the cost of distribution facilities required to provide service such as mains, hydrants and pumping stations. These facilities will include those that provide existing service and those that will provide future service.
- e. Special Purpose Part - Fees for special purpose facilities applicable only to a particular group of customers, or serving a particular purpose and/or serving a specific area, based upon the cost of such facilities, including but not limited to booster pump stations and fire service facilities. These facilities will include those that provide existing service and/or those that will provide future service. Special purpose charges will be accessed as part of a tapping fee only on a case by case basis and only based upon the cost of those facilities necessary to service the needs of the particular customer in question.

WATER MAIN EXTENSION

Extensions of distribution pipelines that is beyond existing facilities and exclusive of service connections.

2.0 GENERAL

- A. These Rules and Regulations are a part of the contract of every Customer who takes water and every such Customer taking of the water agrees to be bound thereby. The Authority reserves the right to alter, amend, or repeal the rates or these rules and regulations in whole or in part, which new or amended Rates or Rules and Regulations shall, without notice become a part of every application, contract, agreement or license for water service in effect at the time of such alteration, amendment or adoption. The most current Rules and Regulations and Rate Schedule can be found on the Authority's web site at www.gmwa.info.
- B. Any authorized employee of the Authority, upon presentation of credentials, shall have access at all reasonable hours to any premises supplied with water service for the purpose of reading meters, making inspections or repairs or securing such information as the Authority may deem necessary for the proper and efficient conduct of its business.
- C. The Authority has the right to remove or relocate any obstruction placed or located in the public right-of-way which prevents access by Authority personnel to Authority property (mains, service connections, curb stops, etc). The Authority shall engage in the removal of the obstruction upon the provision of reasonable written notice, except in the case of emergencies and the potential for immediate threat to public health and welfare, in which case, notice shall be given to the property owner as soon as possible thereafter in any reasonable manner. The obstruction will be removed or relocated at the property owner's sole expense.
- D. No agent or employee of the Authority shall have authority to bind it by any promise, agreement or representation not provided for in these Rules and Regulations, unless such authority is given in writing signed by its Manager.
- E. The Authority may require the installation or change of any device or the removal of any device determined necessary by the Authority's engineer to secure compliance with the "Safe Drinking Water Act."
- F. The Authority, its agents and employees shall be empowered to enter upon any private property serviced by the water system for inspection, repair, replacement and maintenance of water facilities including, but not limited to, service lines, pipes, meters, and the installation of individual curb stops if a single service line is supplying water to multiple dwellings. The Authority shall engage in such inspection, repair, replacement and maintenance at reasonable times and upon the provision of reasonable notice, except in the case of emergencies and the potential for immediate threat to public health and welfare, in which case, notice shall be given to the property owner as soon as possible thereafter in any reasonable manner.
- G. All future development shall have separate service lines or other separate means for discontinuing service to each separate dwelling or service unit, unless otherwise approved by the Authority in writing.
- H. It is the responsibility of all Customers receiving water service to give careful attention to their plumbing and fixtures and make immediate correction of all leaks. No allowance will be made by the Authority for water used, lost, stolen or otherwise wasted through leaks, carelessness, neglect or otherwise after the same has passed through the water meter.

3.0 APPLICATION FOR WATER CONNECTION

- A. Any property owner desiring the installation of a service line connection or lines from the Authority's main into his or her premises, or an extension or alteration to any of the existing service pipes and fixtures, must first make a written application on the form furnished by the Authority, stating fully the purpose for which the new service or extension is desired.
- B. The application must be signed by the owner of the premises or his duly authorized agent, which application shall together with the Rules and Regulations of the Authority regulate and control the services

of water to such premises.

- C. The charge for service line connection (Tapping Fee) shall be in accordance with a schedule of rates currently in effect and which is made a part of these Rules and Regulations.
- D. Any new service line connection shall have back flow prevention, approved by the Authority, installed.

4.0 APPLICATION FOR WATER SERVICE

- A. From and after February 15, 2002 any tenant of a premises desiring a supply of water to said premises must make a written application jointly with the owner of said premises on a form prescribed by the Authority which must be properly approved by the Authority or its duly authorized agent before the water service will be supplied. The owner and the tenant will be considered the Customer under any contract for water service and will be held jointly and severally responsible for all water bills and the proper observance of the Rules and Regulations of the Authority. No agreement will be entered into by the Authority with any applicant for water service until all arrears for water bills or bills for meter repairs or other charges due from the applicant on the Authority's system have been paid, or until satisfactory arrangements for payment of such bills shall have been made. In no event shall a non-owner tenant alone be permitted to apply for water service to a premise.

For water service contracted for prior to October 31, 2001, if any tenant occupying a residence having water services discontinued has moved out of the Authority's service area, all reasonable attempts shall be made by the Authority to collect any unpaid water amounts due from the tenant. In the event that the bill remains unpaid after 90 days and proper notification has been given to the owner, the Authority shall refer the bill to the District Magistrates Office, and the owner of the property shall be responsible for the unpaid balance due at the premises and any legal fees and court cost incurred.

- B. The Authority will supply water service to a property in which the owner requests that the service and billing be placed in the owner's name agreeing to pay for service provided to a tenant residing at the property.
- C. The Authority will not turn water on for initiating service for a premises that does not have a working heating system when weather conditions are such that freeze damage is possible.

5.0 CROSS CONNECTIONS

- A. Water service not supplied by the Authority shall not be connected or cross connected with the Authority's facilities.

6.0 SERVICE CONNECTION AND SERVICE LINE EXTENSION

- A. Upon the approval of the application of any owner for a supply of water, the Authority will tap the main, insert a corporation stop, carry the service pipe to the curb and install a curb stop and service box just inside the curb, or in the absence of a curb, a valve at the property line. All of the aforementioned shall be and remain the property of the Authority. The actual cost for the service line connection and Tapping Fee shall be the responsibility of the owner. The top of the curb box shall be exposed at all times and it shall be the responsibility of the Customer to keep said box exposed. If a change in elevation of the ground, sidewalk or the like is proposed which will cover the curb box; the customer shall notify the Authority before such change is made.
- B. Any temporary or emergency feature of the Authority's service line or change in location of the Authority's service line requested by the Customer shall be at the expense of the Customer.

- C. The owner shall, at his own expense, dig and fill the trench and furnish and install the service line from the curb stop to the premises to be supplied. The service line must be laid in a straight line and as near as possible at right angles to the street main. Customer's service line shall be of material and at a location approved by the Authority and shall be equipped at an accessible point within the premises with a stop and waste valve of a pattern and material approved by the Authority. No service line shall be covered until its installation has been inspected by a representative of the Authority.
- D. Customer's service line shall not: (a) occupy the same trench with, or be placed within eighteen (18) inches of any sewer pipe or any facility of any other public utility; or (b) be placed within three (3) feet of any open excavation or vault; or (c) pass through any premises other than those serviced by such Customer's service line; or (d) be laid at a depth of less than four (4) feet below the surface of the ground.

7.0 NOTICE WHEN SERVICE LINE EXTENSION IS TO BE INSTALLED, REPAIRED OR REPLACED

- A. Notice must be left at the office of the Authority at least one day before any service is to be installed, repaired or replaced stating the street and lot number or location, the name of the owner and the exact time when the trench will be ready for making the connection and/or inspecting the line.

8.0 RESPONSIBILITY FOR CONDITION OF SERVICE LINE - CURB TO PREMISES

- A. The service line from the curb to the premises is the sole responsibility of the owner and shall be kept in good condition by the owner under penalty of discontinuance of service by the Authority.

9.0 OPENING AND CLOSING VALVES AND STOP COCKS

- A. Under no circumstances shall any person, not authorized by the Authority, open or close the stop valves or main valves belonging to the Authority.

10.0 TWO OR MORE CUSTOMERS ON SAME SERVICE LINE

- A. In new services where two or more customers are supplied with water from the same service connection, a distinct and separate stop and waste valves and curb box will be provided for each Customer. In existing situations where two or more customers are supplied with water from the same service connection and only one curb stop exists, the Authority will require, at the owner's or owners' expense, service line revisions to have a distinct and separate stop and waste valves and curb box for each Customer if non-payment problems repeatedly occur at the same premises and the Authority suffers loss of revenue. If the owner or owners do not make the necessary service line revision within a reasonable time period, the Authority will take all necessary legal actions to have the service discontinued.

11.0 VIOLATION OF RULES WHERE TWO OR MORE CUSTOMERS ARE ON SAME SERVICE

- A. When two or more Customers are supplied through a single service any violation of the rules of the Authority by either or any of said Customers shall be deemed a violation as to all, and the Authority may take such action as could be taken against a single Customer, except that such action shall not be taken until the innocent Customer who is not in violation of the Authority's Rules has been given reasonable opportunity to attach his pipes to a separately controlled service connection.

12.0 BILLS RENDERED

- A. If a building is occupied by more than one customer, separate meters shall be installed for each customer, if it is possible to do so. Where conditions make it difficult to install separate meters for each customer, a single meter will be installed and a minimum charge will be made for each premises, whether occupied or not. In situation where a single meter serves multiple customers, the account will be in the owner's name. The minimum charges and consumption rates are listed in the Authority's Current Rate Schedule.

- B. **Monthly Billing** - On the first business day of the month following the customer's billing cycle distribution personnel start to obtain meter readings. When meter readings have been obtained, the readings are downloaded into the Authority's billing software where the account is updated with the new reading. The readings are then reviewed to see if any accounts need to have the readings rechecked as a result of extremely high or extremely low readings.

If no one is at home at a residence, the distribution staff shall leave a "read your meter card" for the customer to complete after reading his or her own meter. When these cards are received by the Authority, the readings are manually entered into the computer. If the readings do not correspond to previous readings, then a distribution employee is sent to the residence to attempt to recheck the customer's reading. Post card readings will not be accepted if there appears to be an error, unless verified by distribution staff.

- C. Bills for metered water service will be according to consumption indicated by the meter registration. In the absence of known reliable meter registration, due to failure of the meter to properly function, inability of Authority personnel to gain access to the meter for reading, inability of Authority personnel to read due to inclement weather, or due to any other reasonable cause, then the bill will be rendered according to estimated consumption on the basis of meter registration during similar preceding periods.
- D. If by the 20th day of the month following the billing cycle, a reading has not been received for an account, an estimated reading is generated. The estimated reading is based on an average usage by the customer over the customer's recent history. If a post card reading is received after the estimated reading has been entered but before the bills are generated, the estimation is then changed to reflect the reading on the card submitted by the customer.
- E. Bills are then generated and mailed the last working day of the month following the end of customer's billing cycle. The customer is thereafter given until the 20th day of the second month following the end of the billing cycle to pay the bill at face amount. If after the 20th day of the second month the bill is not paid, then a penalty of 1.5% is added to the face amount of the bill.
- F. If the bill remains unpaid by the 5th day of the third month following the end of the customer's billing cycle, a certificate of mailing is mailed to the customer giving the customer 10 days in which to pay the balance owed, and advising the customer that the service shall be terminated 10 days from the date of the notice and further advising the Customer that he or she has a right of appeal by requesting the same in writing before a Hearing Board established by the Board of Directors of the Municipal Authority of the Borough of Greenville. A fee, as described in the Authority's Current Rate Schedule, is charged to the customer for the sending of the certificate of mailing. A copy of the notice is sent to the owner of the property in the event the property is occupied by a tenant.
- G. Upon written request by the Customer, the Board shall schedule a hearing with the Customer for the purpose of determining the reason for violation and the equities of terminating service. In the event the Board after the hearing affirms the decision to terminate service, the Customer shall have the right of appeal to the Court of Common Pleas of Mercer County, Pennsylvania. The cost of the certified delinquent notice and the cost of any hearing shall be borne by the Customer. Anything herein to the contrary notwithstanding, in the event the premises is occupied by a tenant, the Authority shall in all respects comply with the "Utilities Service Tenant's Right's Act", 68 P.S. Section 399.1, et seq.
- H. On the 10th day after the certificate of mailing is mailed to the customer; if the customer has not appealed, the property is tagged notifying the resident that shutoff will occur if the bill remains unpaid by the next business day. Solely at the discretion of the Authority and in extremely unusual circumstances such as a large leak causing high consumption, payment arrangements for the high water consumption bills may be requested.

- I. If the bill remains unpaid, service is terminated and reinstatement will occur only after the amount due is paid in full including the fee for sending the certificate of mailing and a restoration of service charge as described in the Authority's Current Rate Schedule.
- J. A suit against an owner who is jointly and severally liable with a tenant is limited to a suit for service provided to the tenant for a period of no more than 90 days after the tenant's bill first becomes due, unless the Authority has been prevented by Court Order from terminating service to that tenant.
- K. In addition to any charges outlined above, there will be added to the bill a charge for any payment returned to the Authority from the payee's bank according to the Authority's Current Rate Schedule.

13.0 ACCOUNTS FINALIZED AFTER VOLUNTARY TERMINATION OF SERVICE

- A. A final bill shall be issued within 2 weeks after service is terminated for reasons other than non-payment of a water bill. If the property is occupied by a tenant, then a copy of the final bill shall likewise be sent to the owner of the property. The final bill shall provide for a 20 day grace period during which the customer may pay the bill.
- B. At the end of the grace period for the final billing, a delinquent notice shall be sent to the customer, and if the premises is occupied by a tenant, a copy of the delinquent notice shall also be sent to the owner of the property. If the bill remains unpaid for a period of 30 days after issuance of the delinquent notice, then the office manager shall send a notice to the owner of the property advising the owner that the delinquent account will be filed with the District Magistrate for collection if payment is not made in full.
- C. If the bill remains unpaid 20 days after the date of the letter to the owner and at the convince of the Authority, the delinquent account will be filed with the District Magistrate for collection and the parties responsible for the bill shall be liable for any and all legal fees and court cost in addition to the bill. The Magistrate's Office schedules a hearing at its convenience. If the hearing is not contested, the Magistrate generally rules in favor of the Authority for payment without holding a hearing. Payment is then expected within 30 days of the judgment in the amount of the total bill plus court costs. If the hearing is contested, a hearing is held, and the Magistrate will render a decision within one week of the hearing. If the Magistrate rules in favor of the Authority, payment is expected within 30 days from the judgment date in the amount of the total bill due plus costs of collection. If the ruling is against the Authority, the amount is then written off by the Authority as non-collectable, or the matter is appealed to the Court of Common Pleas of Mercer County at the Manager's discretion.
- D. If a decision is rendered in favor of the Authority and the bill is not paid within 30 days after the judgment, an execution will be requested from the Magistrate and served by the constable levying on any property that the constable deems worthy of sale in order to collect the judgment and costs. Generally, the constable gives a sale notification of approximately 15 days. After the 15 days, the constable can confiscate the items and turn them over to the Authority as property for payment against the outstanding bill together with costs.

14.0 DELIVERY OF BILLS

- A. The Authority may mail or deliver the bills and notices to both the owner and, where applicable, to the tenant, at his address given in the application and service contract and the Authority shall not be otherwise responsible for the delivery thereof. If payment of a bill for service is made by mail for the purpose of determining the time of payment, payment must be received in the Authority Office on the day it is due to receive bill at face value.

15.0 INVESTIGATION OF BILLS OF DOUBTFUL ACCURACY

- A. Any Customer, upon receipt of a bill having just reason to doubt its accuracy, shall bring or mail the bill within 5 days, from when the bill is mailed, to the Authority for investigation. Disputed bills received after the 5 day period will be adjusted on the customer's next billing cycle, if the Authority' investigation confirms an error was made.

16.0 OWNERSHIP OF METERS

- A. The Authority will furnish and set meters. Couplings will be provided at a fee if needed. Turn on fees will be applied based on the Authority's Current Rate Schedule. The meter and connections shall remain the property of the Authority and access to the same for reading of the meter, inspection, testing, repairs and any other reasonable purpose shall be permitted by the Customer. When the Authority removes the meter to discontinue the service, turn off fees will be applied based on the Authority's Current Rate Schedule.

17.0 LOCATION OF METERS

- A. The Authority will determine the location for all meters. If the Authority decides that the meter is to be placed within the building, the Customer will provide free of charge and expense to the Authority an easily accessible place in the cellar near the entrance of service pipes to cellar with a stop and waste cock at the inlet side of the meter and a stop and waste cock on the outlet side of the meter; if the Authority decides that the meter is to be placed outside the building, it must be placed in an approved meter box furnished by the Authority at the expense of the Customer, and must have suitable stop and waste valves approved by the Authority.

18.0 PROTECTION OF METER

- A. The Customer will be held responsible for expense for damage to a meter through frost or negligence, except where the meter is installed in a meter box.

19.0 CONNECTIONS OR OUTLETS BETWEEN MAIN AND METER

- A. No connections or outlets will be permitted on the service pipe or pipes supplying any premises between the street main and the meter. All water used must pass through the meter.

20.0 METER TESTS

- A. The Authority shall upon written request of a Customer make a test to determine accuracy of the Customer's meter. If the meter so tested shall be found to be accurate within the limit herein specified, a fee determined from the Authority's Current Rate Schedule for meter testing shall be paid to the Authority by the Customer requesting such test. If the meter so tested shall be found to be inaccurate, as defined below, then the cost of the test shall be borne by the Authority.
- B. If a meter be found to be fast at any test by more than four (4) percent, an allowance or refund shall be made to the Customer by the Authority, equal to all the excess charged the Customer figured back from the date of the test through the entire period of the current bill unless it can be shown that the error is due to an accident or other cause the exact date of which can be determined in which case it shall be figured back to such time.

21.0 PRIVATE FIRE PROTECTION

- A. An application in duplicate for Special Connection is to be made for each fire protection connection to the distribution system. Said application will be submitted on a form furnished by the Authority and shall be signed by the owner of the premises or his duly authorized agent. Application shall be subject to these Rules and Regulations and such fees, terms and conditions as are hereinafter set forth and included herein.

Said application shall be submitted at least two months before the service connection is required by the Customer. The application shall be accompanied by accurate plans showing the proposed fire protection system and appurtenances, and showing any other water supply and appurtenances, which may exist on the premises. Said plans shall additionally state the flow requirements for the system and shall contain any other information required by the Authority.

- B. The application does not obligate the Authority to approve the requested Special Connection. The Authority will make an engineering study of each proposed fire protection installation to determine whether such a connection is reasonable and practical, and to determine whether such a connection will in any way endanger the general water service in the vicinity; the Authority specifically reserves the right to refuse approval of an application relative thereto. The Authority further reserves the right to make an approval subject to the installation of adequate storage facilities and related appurtenances on the premises thereof, if found necessary in order to permit maintenance of adequate water service to other customers.
- C. The owner of the premises submitting the Application will be subject to the following terms and conditions, as well as these Rules and Regulations, upon final approval by the Authority of an application for private fire protection service.
1. The Authority, by its representative, shall have the right to enter the premises of the applicant at any reasonable time for the purpose of making such inspections as it may deem necessary, including but not limited to the right to attach any testing device or use any means which it may elect to ascertain the condition of the pipe and appurtenances and uses made of same.
 2. The service connection from the street main up to and including the curb or valve box and valve shall be installed at the expense of the applicant and shall be maintained by the Authority; all other pipe fixtures and appurtenances from the curb or valve box shall be installed in accordance with requirements set forth relative to service and/or water main extensions and maintained in good condition by and at the expense of the applicant.
 3. The Authority may install, at customer's expense, a detector device or meter on said service pipe at such location as may be determined by the Authority. Such detector device or meter shall be maintained by the Authority and shall be subject to the control and regulations of the Authority.
 4. The fire protection service valves shall be under the control of the Authority, except during times of fire when it shall be under the control of the Fire Department of the municipality in which the premises are located and the applicant agrees to obtain approval of the Application by the Fire Department of the municipality in which the premises are located.
 5. All fixtures, openings and valves shall be kept closed and not opened or used except during times of fire. Upon the extinguishment of each fire, the applicant shall immediately notify the Authority so that said fixtures, openings and valves may be inspected by Authority personnel.
 6. The applicant agrees that services are being provided per applicant's specifications, and that there shall be no liability on the part of the Authority to the applicant or to any third party who might be injured because of inadequate fire protection. Additionally, applicant agrees to indemnify and save Authority harmless for any claims or expenses including reasonable attorney fees as a result of injury to either property or person.

7. The applicant does not contemplate uses of fixtures other than therein stated. If a supply of water for use other than extinguishment of fire is desired by the applicant, then same shall be provided only through a service pipe separately connected with the street main of the Authority and not connected directly or indirectly with the fire protection service pipe contemplated by this application. The Authority may consider approval of alternate designs contrary to this condition, in the case of public bodies, school and public institutions. Any waste of water, or use of water for purposes other than the extinguishment of fire through this connection shall be deemed a violation of the terms and conditions of this application and the Rules and Regulations of the Authority.
 8. The applicant shall furnish, attach and make a part hereof, an accurate drawing showing the pipes, valves, hydrants, tank openings and appurtenances contemplated in this application. Such sketch must also show any other water supply system and pipe lines and appurtenances which may exist on the premises. There shall be no connection between such other supply and pipes connected to the Authority's mains.
 9. The rights and obligations of the applicant hereunder shall be further subject to all times to the Rates Schedule and Rules and Regulations of the Authority that now exist or which may hereafter be adopted.
 10. The applicant agrees to obtain in advance, the approval of the Authority for any change, alteration, addition or deduction contemplated in the fixtures, openings and uses herein specified.
 11. Upon acceptance by the Authority and the completion of service connection herein contemplated, the application shall be in force as a contract and shall continue as such until canceled with 15 days notice in advance given by the applicant to the Authority.
 12. The Authority has the right to discontinue or disconnect said service pipe and terminate service to the applicant upon 15 day written notice by the Authority to the applicant for failure to pay any bill when due or for violation of any of the terms and conditions of this application, or for any violation of its Rules and Regulations. In emergencies the Authority also has the right without notice to shut off all or any part of its facilities and discontinue the service when deemed necessary by the Authority for the purpose of making any repairs, alterations, additions, or to prevent possible contamination through cross connected facilities of the applicant or to prevent negligent or willful waste of water through the facilities of the applicant.
- E. No charge shall be made for water used in the extinguishing of fires. No charge shall be made for water used for testing fire protection equipment, if the Authority is given 15 days advanced notice of the testing.
- F. No connection or cross connection shall be made between Customer's private fire protection service facilities and any point of opening communicating with the Authority's facilities other than the Authority's private fire protection service line, or to any other independent source of water supply, without written approval of the Authority.
- G. Private fire hydrants shall not be located at the sidewalk, or in any open place of easy access to the public, except with the written consent of the Authority. Private hydrants will be maintained by the Customer, and unless metered, will be used only for fire emergencies.

22.0 PUBLIC FIRE PROTECTION SERVICE AND OTHER USE OF HYDRANTS

- A. The fee for Public Fire Protection shall be billed for each water service on a monthly basis. This fee is for purpose of recovering costs to supply proper volume and pressure of water for fighting fires. These costs include hydrants, increased sizes of water mains, increased pump capacity and increased storage capacity.
- B. Upon written instructions to the Authority, from the duly authorized officials of the Municipality, the Authority will install at the designated location on any public highway, a public fire hydrant together with an approved service pipe from the Authority's street main to the hydrant, provided the size of the existing street main and surrounding distribution system and the available pressure in said street main are in the judgment of the Authority sufficient to provide proper service at the fire hydrant under normal and ordinary conditions. The actual cost for material and labor, plus overhead, of such installation shall be billed to the Municipality.
- C. All public fire hydrants will be maintained by the Authority at its own expense, provided that any expense for repairs caused by carelessness or negligence of the agents or employees of the Municipality or the members of the Municipality's fire department shall be paid for by said Municipality.
- D. The use of public fire hydrants shall be restricted to the taking of water for the extinguishing of uncontrolled fires, except that a permit shall be issued by the Authority without charge for a quarterly test of fire hose or apparatus or a drill of each fire company, but the use of water for such purpose shall be limited to a period of one hour.
- E. No public fire hydrants shall be used for sprinkling streets, flushing sewers or gutters, showering streets, contractor's or builder's purposes, or for any other than fire purposes, except with the written approval of the Authority. Any approval so granted shall be revocable at the discretion of the Authority.
- F. Upon written instructions from the duly authorized officials of a Municipality which is supplied by the Authority directing a change in the location of a public fire hydrant, the Authority will make such change at the expense of the Municipality.
- G. Upon request of the duly authorized officials of any Municipality, the Authority will make inspections at convenient times and at reasonable intervals to determine the condition of fire hydrants. Such inspections shall be made by a representative of the Authority and a duly authorized representative of the Municipality.

23.0 ABATEMENT OF SERVICE

- A. When the account for a tenant occupied premises is in the owner's name, service will not be terminated unless the owner certifies in writing that the premises is unoccupied. This only applies for a single family tenant occupied premises or multifamily tenant occupied premises with separate meters for each customer. In the case of a multifamily tenant occupied building with only one meter, service cannot be shut off and the owner will continue to be charged the monthly minimum plus any consumption fees.

24.0 DISCONTINUANCE OF SERVICE

- A. Service may be discontinued by the Authority after 10 days notice to the Customer for any one of the following reasons:
 - 1. Use of water service by a Customer or with their consent for any purpose or at any location or property other than those described in the application;
 - 2. Failure of a Customer to maintain and repair their Customer's service line;
 - 3. Waste of water by a Customer or with their consent;

4. Failure of a Customer to pay a bill for water service as set forth above;
 5. Vacancy of the premises;
 6. Violation by a Customer, or with their consent, of any of these rules and regulations; or
 7. For refusal of reasonable access to the premises for purposes of inspecting the piping, fixtures, and other water system appliances therein, or for reading, caring for, repairing or removing meters.
- B. Prior to discontinuance of said service, the Authority shall hand deliver or send written notice to the Customer by certificate of mailing at least 10 days prior to the shutoff date advising the Customer that the service shall be terminated 10 days from the date of the notice and further advising the Customer that he or she has a right of appeal by requesting the same in writing before a Hearing Board established by the Board of Directors of the Municipal Authority of the Borough of Greenville. Upon written request by the Customer the Board shall schedule a hearing with the Customer for the purpose of determining the reason for violation and the equities of terminating service. In the event the Board after the hearing affirms the decision to terminate service, the Customer shall have the right of appeal to the Court of Common Pleas of Mercer County, Pennsylvania. The cost of the certificate of mailing delinquent notice and the cost of any hearing shall be borne by the Customer. Anything herein to the contrary notwithstanding, in the event the premises is occupied by a tenant, the Authority shall in all respects comply with the "Utilities Service Tenant's Right's Act", 68 P.S. Section 399.1, et seq.

25.0 TURNING ON WATER AFTER DISCONTINUANCE

- A. A fee based on the Authority's Current Rate Schedule will be made for turning on water in restoration of service after discontinuance for any of the reasons specified in these Rules and Regulations.

26.0 DISCONTINUANCE NOTICE

- A. A Customer desiring the discontinuance of water service shall give written or verbal notice to the office of the Authority.
- B. The Authority may without notice, if an emergency reasonably requires it, discontinue water service in order to make necessary repairs or connections or to meet any other emergency. However, the Authority will give notice of any discontinuance of service, if it is reasonably possible to do so.

27.0 LIMITATION OF LIABILITY OF AUTHORITY

- A. The Authority shall not be liable for any damage or injury to any person or property caused by the discontinuance of water service for any violation of these Rules and Regulations or any reasons as stated in these Rules and Regulations or for the purpose of making necessary repairs or connections or to meet any emergency, or caused by the failure of a Customer to maintain Customer's service line or caused by water escaping from Customer's service line, or failure of a Customer to maintain Customer's service line or interior plumbing, or caused by water escaping from Customer's service line or plumbing fixtures left on or caused by the total or partial failure of water service or pressure for any cause beyond the control of the Authority.

The Authority shall be under no liability for damage or injury by fire to any person or property caused by the total or partial failure of water service or pressure for any cause whether within or beyond the control of the Authority.

28.0 WATER LINE EXTENSION

- A. At its sole discretion, the Authority will extend water lines or shall permit the extension of existing water lines on the water system of the Greenville Water Authority where necessary to provide water service upon the terms and conditions as stated herein and as contained in the agreement between the owner or owners and the Authority.
- B. The water line extension shall be required by the Authority in any or all of the following instances:
 - 1. For the furnishing of water service to an individual premise whose front property line does not abut the main water line installed in a public right-of-way and owned by the Authority.
 - 2. For the furnishing of water service to a group of individual premises whose front property lines do not abut main water lines installed in a public right-of-way and owned by the Authority.
 - 3. For the furnishing of water service to a group of premises located within the limits of a recorded plan of lots where the developer of the plan is desirous of obtaining such service for the lots.
 - 4. For the furnishing of public or private fire service to a municipality or private individual firm or corporation or others requesting such service where no Authority owned lines are installed in public rights-of-way, or where existing Authority owned lines are not capable of producing the requested fire flows.
 - 5. For the furnishing of a requested quantity of water for a premise or group of premises which is beyond the capability of the existing Authority system in the area where service is required.
 - 6. Such other instances as deemed necessary by the Authority.
- C. A written application on a form furnished by the Authority must be submitted to the Authority for the purpose of requesting approval of the water line extension and water service there from. Said application shall be accompanied by plans showing the proposed location of said extension and other pertinent conditions, including present and future requirements for the water line extension and shall be signed by the Owner or Owners. Any water line extension shall be in accordance with an agreement between the Owner or Owners and the Authority, which agreement shall conform to the terms and conditions set forth herein and shall incorporate the application, the engineering plans and such other pertinent data as may be required by the authority.
- D. Said application shall be additionally accompanied by accurate engineering plans showing the proposed location of the extension, the layout of the streets and roads, the layout of existing and proposed plans of lots, and other pertinent data, such engineering plans to be of sufficient detail to permit the integration of the plans into the overall plan of the water system of the Authority.
- E. Responsibility for the entire cost of the water line extensions, including the cost of fire hydrants and other appurtenances and facilities, and water line connection fee shall be borne by the Owner or Owners, the Authority to be subject to no costs.
- F. The owner or owners will be responsible for the entire cost of the water main extension including, but not limited to, materials and labor, for the installation of the pipes, valves, fittings, fire hydrants, any other necessary appurtenances and facilities, connection to the existing main line, land and rights-of-way, resurfacing of surfaces disturbed, permits, excavation, backfilling, tap-in fees, inspection, engineering, overhead, pressure testing, disinfection and the expenses of the Authority related to the waterline extension project. If in the judgment of the Authority, pipe larger than pipe determined by engineering to be required by the demand requirements should be installed, the increase in costs of pipe as a result of the use of such larger size shall be paid by the Authority and excluded from the total costs of the extension;

provided, however, if pipe larger than 16 inches in diameter is requested by the Authority, both the increased cost of the pipe and the increased cost of the installation shall be paid by the Authority and excluded from the total cost of the extension.

- G. The Owner will deposit funds with the Authority, on or before the execution of any agreement, sufficient to cover: engineering and legal fees, and for the inspection of the construction of the water main by the Authority and for payment of all application and recording fees with respect to the securing of the necessary permits from the various agencies of the Commonwealth of Pennsylvania. If, after completion of the extension and acceptance by the Authority, there remain any monies not spent by the Authority, such monies shall be returned. In the event the initial deposit becomes insufficient for these purposes, additional funds will, at the request of the Authority, be deposited with the Authority to defray such additional costs and expenses. An itemized accounting of all such monies shall be supplied by the Authority.
- H. The Owner or Owners shall enter into an agreement with the Authority prior to the execution of any work, which contains an itemization of the costs of all work to be borne by the Owner/Owners, the material and workmanship requirements, the plans and specifications showing the location of water line extensions and necessary rights-of-way and dedications, and any agreements regarding payment of refunds to the Owner for additional tap-ins or any other related agreements. Title to all installations shall be vested in the Authority and the Authority shall have the right to make further extensions beyond or laterally from the line extension.
- I. If necessary, owner or owners will prepare an application to the Department of Environmental Protection and/or Pennsylvania Department of Transportation for execution by the Authority for a permit to construct the water main extensions.
- J. The water line extension will be constructed strictly in accordance with Authority approved specifications and standards. The Authority shall have the exclusive right to determine the size and type of mains to be installed to render adequate service, provided that 6 inches shall be the minimum diameter of said mains as determined by the Authority engineer based upon demand requirements. All lines must have at least ten (10) feet of public right-of-way on both sides of the line. All workmanship and materials must conform to Authority standards, and installation shall be made under Authority inspection.
- K. The owner or owners will deliver to the Authority, prior to the commencement of any work in connection with said water mains the following: (a) A certificate of insurance certifying that the owner/owners and contractor are insured with a reliable insurance company authorized to do business in the Commonwealth of Pennsylvania for public liability in the minimum amounts that are acceptable to the Authority for personal injury and for property damage, and full coverage for Workman's Compensation; (b) The final design specifications and drawings, which conform to the Authority's Rules and Regulations and Specifications, for final approval by the Authority.
- L. Owner or owners will be held responsible for accidents and shall indemnify and protect the Authority from all suits, claims and actions brought against it, including suits, claims or actions brought by employees of owner/owners or a subcontractor, and for all costs or liability to which the Authority may be put, including legal fees, for any injury or alleged injury to the person or property of another resulting from the performance of the work set forth above.
- M. The waterline extension will include the entire quantity of pipeline and appurtenant facilities required to connect the supply of water from the end of the existing distribution system of the Authority to and across the entire frontage of the last property for which the owner or owners have requested water service.
- N. All work to be performed will be subject to inspection and approval by the Authority (or its authorized agents) and that no work shall be covered unless and until inspected and approved by the Authority, which inspection the Authority will perform within a reasonable period of notification to the Authority of the

need for inspection. In the event any work shall be covered prior to inspection and approval thereof, the owner/owners agree that it will, at the request of the Authority, uncover or cause to be uncovered such work at the cost and expense of the owner or owners. The determination of the Authority with respect to all work will be final; the owner/owners will remove or cause to be removed, and replaced, at its own cost and expense, any work disapproved or rejected by the Authority.

- O. The Authority shall have the right to enter upon owner's or owners' property at any time for the purpose of inspecting the work to be performed and in case any work is disapproved or rejected by the Authority and not corrected by the owner/owners within fifteen (15) days after notice to do so, the Authority shall have the right to remove and replace said work, if it so wishes, and the expense of such removal and replacement shall be charged to the owner/owners. In the event unusual conditions or circumstances are encountered in the course of the construction which are not specifically covered by the specifications, owner/owners will not continue the work unless approved by the Authority as to the method of procedure in accordance with good construction practice, and the owner/owners will be responsible for any costs incurred for such construction.
- P. Owner or owners will not make any change in the construction of the water facilities or make any deviations from the final design specifications and drawings as approved by the Authority unless the Authority agrees to such changes in writing. Shop drawings for all proposed materials will be submitted to and approved by the Authority prior to installation.
- Q. Upon completion and approval by the Authority of the installation, the water main extension will become the property of the Authority. Within forty-five (45) days of completion of the construction of the water facilities, owner or owners will convey to the Authority all its right, title and interest in and to said water facilities, including all necessary rights-of-way required. No connections will be permitted until the lines are approved by the Authority. All lines to be approved by the Authority must be within the center twenty (20) feet of a public right-of-way or be not less than ten (10) feet from the edge of a public right-of-way. The obligation to furnish required documents of title, and rights-of-way, in recordable form satisfactory to the Authority, will be that of the owner/owners. Any such documents of title and right-of-way will be prepared by the owner/owners and submitted to the Authority for recording, and the owner/owners will pay all recording fees.
- R. Within forty-five (45) days of completion of the construction of the water facility lines, the owner or owners will submit to the Authority (a) a certification that all of the work has been completed according to the plans and specifications, and the specific date when it was completed; (b) as-built plans showing the final locations of all water lines as actually constructed; (c) reproducible tracings and electronic (AutoCAD) versions of all water lines as constructed.
- S. Owner or owners will guarantee and maintain the stability of all the work completed for a minimum period of twelve (12) months from the specific date of completion certified by the owner/owners and accepted by the Authority. Defects of any kind appearing during this guarantee period will be corrected by the owner/owners at its own expense, and to the satisfaction of this Authority. To further secure this requirement to maintain the work, owner/owners will furnish financial security, a maintenance bond, in the amount of FIFTEEN (15%) PERCENT of the total cost of the work guaranteeing to maintain the stability of the work, as well as the water pipe and other materials furnished, for a minimum period of twelve (12) months from the certified completion date.
- T. Prior to making any water service connections to any premises, structure erected or to be erected that it will submit, or cause to be submitted, a written application upon forms approved by the Authority requesting the water service connection to each such premises or structure with cash or check in the applicable amount for each connection. All connections will be in accordance with the Authority's Rules and Regulations. The water service supplied will be billed per the Authority's Rules and Regulations, as amended, for water consumption.

- U. The Authority will have the right to make further extensions beyond or laterally from the main extension installed by the owner or owners. These extensions are not to be considered as connections subject to any refund or reimbursement. The Authority has the right to request and the owner or owners will install connections and valves for future extensions at the time of initial construction prior to the Authority accepting ownership. The costs for these connections shall be provided by the Authority.
- V. The refund policy of the Authority with respect to water line extensions will vary based on current conditions, and shall therefore, apply as currently in effect at the time of application for a water line extension is approved.

29.0 THEFT OF WATER SERVICES

- A. Where the Authority has reasonable cause to believe that a property owner or tenant has bypassed a water meter or replaced a water meter with a bypass pipe, the Authority Manager shall contact the local police department and request an investigation. If the investigation discloses that a theft of water services has occurred, the Authority Manager shall request the police department to file charges of theft of water service against the owner or tenant who has bypassed or replaced the water meter. Additionally, the Authority Manager shall file a civil action against the offending person to collect the reasonable cost of the stolen water. Determination of the used water revenue will be based on a three monthly billing cycles of the owner or tenants account. All court costs, legal fees, administration and field labor fees will be added to the water charges in calculating the total amount owed for the stolen water. In the event the Authority is the collecting agent for the Sewer Authority, the sewer billing shall be based upon the above calculated amount at the rates then established for the sewer rental. In the event the Authority is not the collecting agent for the Sewer Authority, then the calculation of monies owed as calculated above shall be turned over to the Sewer Authority for collection by the Sewer Authority.

30.0 - BACKFLOW PREVENTION

- A. PURPOSE:
 - 1. To protect the Authority's community potable water system from the possibility of contamination or pollution by requiring the installation of backflow prevention devices on each customer's water service line. The backflow prevention device will isolate the customer's private water distribution system(s) within the premises and reduce the possibility of backflow of such contaminants or pollutants into the community potable water distribution system.
 - 2. To provide for the maintenance of a continuing program of cross-connection control which will systematically and effectively reduce the possibility of the contamination or pollution of the community water system of the Authority.
- B. DEFINITIONS:
 - 1. Approved - Accepted by the Authority as meeting an applicable specification stated or cited in these Rules and Regulations or as suitable for the proposed use. The term "approved" used in reference to a backflow prevention device means (a) a backflow prevention device that meets the most current requirements of the American Water Works Association Standard C506-78 or is approved by the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California or is sanctioned by the American Society of Sanitary Engineers (ASSE) or is sanctioned by a competent testing laboratories other than the Foundation for Cross-Connection Control that is qualified by the Authority to approve backflow preventers, and (b) is the type of backflow prevention device specified by the Authority for that type of hazard.

2. Backflow - The flow of water or other liquids, mixtures or substances into the distribution system of the community potable water system from any source or sources other than its intended source.
3. Backsiphonage - A form of backflow due to a negative or subatmospheric pressure within a water conveyance system.
4. Backpressure - A form of backflow due to a pump, elevated tank, boiler or other means that would create pressure within the system greater than the community water supply system pressure.
5. Contamination - An impairment of water quality to a degree which creates an actual or potential public health hazard such as, but not limited to, chemical poisoning or spread of disease.
6. Pollution - The presence of any foreign substance (organic, inorganic, or biological) in water which tends to degrade its quality so as to constitute a hazard or impair the usefulness or quality of the water to a degree which does not create an actual public health hazard but which does adversely or unreasonably affect such waters for domestic use.
7. Potable Water - Water which is safe for human consumption according to recognized standards.
8. Nonpotable Water - Water which is not safe for human consumption or is of questionable potability.
9. Health Hazard - An actual or potential threat of contamination or pollution to the community water system to such a degree or intensity that there would be a danger to the public health of the community water system's customers.
10. Pollutional Hazard - An actual or potential impairment to the physical properties or potability of the community water system which constitutes a nuisance or is aesthetically objectionable or could cause physical damage to the community water system but would not be dangerous or threatening to public health.
11. Backflow Prevention Device – There are four (4) types approved for use: Air Gap (AG), Residential Dual Check Valve (RDCV), Double Check Valve Assembly (DCVA), and Reduced Pressure Zone Device (RPZD). These are designed to prevent the occurrence of backflow into the community water system. The type of device used is dependent on the hazard present and will be specified by the Authority as a part of the notification process.

C. **RESPONSIBILITY:**

1. The Authority shall exercise reasonable vigilance to insure the customer takes proper precaution in order to protect the community water system from contamination or pollution due to backflow through the water service connection.
2. The Authority or designated agent shall determine the degree of hazard to the community water system and require, at the customer's expense, installation of an approved backflow prevention device at the water service connection commensurate with the degree of hazard.
3. The backflow prevention device shall be provided by the Authority or specified and approved by the Authority prior to purchase by the owner. If provided by the Authority, the Owner shall make payment to the Authority for the total cost of the backflow preventer and related appurtenances plus a reasonable fee for administration expenses prior to the Authority ordering the necessary devices. Whether provided by the Authority or the owner, the owner is responsible for the installation and installation expenses.

4. The Authority shall give notice in writing to each customer to install such an approved backflow prevention device at each service connection. The scheduling of this notice will be based on the perceived degree of hazard to the community water system.
5. After installation of the device, the Authority must be notified within 3 business days so that Authority personnel can inspect the installation.
6. For backflow prevention devices that can be tested, the Authority shall require, at the customer's expense, annual or more frequent testing, proper maintenance and repair, and adequate records of each test and subsequent repair, including material or replacement parts for each installed, approved backflow prevention device.
7. For backflow prevention devices that cannot be tested, the Authority shall require, at the customer's expense, periodic replacement based on the manufacturer's warranted service life.
8. Failure, refusal, or inability on the part of the customer to properly install, test, maintain, repair, replace or keep record of said device(s) shall constitute a ground for the Authority to discontinue water service to said customer.

D. CROSS-CONNECTION CONTROL PROGRAM:

1. The Authority has implemented a Cross-Connection Control Program (a) to identify the potential hazards to the community water system for each service connection or class of customer, (b) to establish a priority for installation of backflow prevention devices based on the potential hazards, (c) to establish a schedule for requiring installation of the backflow prevention device based on the hazards and customer's expense, (d) to notify our customers explaining the need for this program and the schedule for the customer to install the back flow prevention device, (e) to monitor the program's progress, and (f) periodically review and revise, as necessary, the Cross-Connection Control Program.
2. As a part of the Authority's Cross-Connection Control Program:
 - a. All new service connections to the Authority's system shall have an approved backflow prevention device installed prior to initiating service.
 - b. For residential connections on properties that have changed ownership, an approved backflow prevention device shall be installed prior to initiating service for the new customer.
 - c. For all non-residential customers, if the Authority determines that a customer does not have an approved backflow prevention device, the Authority shall notify the customer to install such device. Notification to the owner/customer will be based on the priority and schedule identified as a part of the Cross-Connection Control Program.
 - d. For all residential customers, if the Authority determines that a customer does not have an approved backflow prevention device, the Authority shall notify the customer to install such device. Notification to the owner/customer will be based on the priority and schedule identified as a part of the Cross-Connection Control Program.
3. When required, an approved backflow prevention device shall be installed at the expense of the customer on each service connection at or near the property line or immediately following the meter inside the building being served, but in all cases, before the first branch line leading off the service lines wherever the following conditions exist.

4. The type of backflow prevention device required, as determined by the Authority at its sole discretion, shall depend upon the perceived degree of hazard. Notification to the owner/customer for required installation shall include the requirements and specifications for the type of device to be installed.
5. It shall be the responsibility of the customer, at any premise where a backflow prevention device is installed or already in place, to have a thorough inspection and operational test performed at least once a year or more often, if previous inspections indicate a need as determined by the Authority. Inspection and test results are to be recorded on forms provided by the Authority and forwarded to the Authority within 15 days of inspection and test.
6. Inspection and operational tests shall be performed immediately following installation of or maintenance and repair to a backflow prevention device. Reports of initial testing and/or maintenance and/or repair shall be made to the Authority within 15 days. Each device shall be repaired, overhauled, or replaced at the expense of the customer whenever the Authority finds it to be necessary.
7. Inspectors/Testers shall be approved by the Authority and shall be a person certified to inspect, test, and repair backflow prevention devices. Required certification is from the American Society of Sanitary Engineers (ASSE) or any other certification agency approved by the Commonwealth of Pennsylvania.
8. All presently installed backflow prevention devices, which do not meet the requirements of an "approved" device and which can be shown to have been adequately inspected, tested, and maintained, shall be acceptable and approved as long as the Authority is assured that these devices can adequately protect the community water system. If, however, the existing device is moved from its present location, requires more than minimum maintenance, or maintenance will constitute a health hazard, the device must be replaced by an "approved" device.
9. No customer shall alter, bypass, or render ineffective or inoperable any backflow prevention device approved or covered by these Rules and Regulations.