

**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 GENERAL

- A. These Rules and Regulations are a part of the contract of every Consumer who takes water and every such Consumer 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.

2.0 APPLICATION FOR WATER CONNECTION

- A. Any property owner desiring the installation of a service line 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.

3.0 APPLICATION FOR WATER SERVICE

- A. 1. 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 Consumer 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, rents, 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. The charge for service line connection shall be in accordance with a schedule of rates currently in effect and which is made a part of these Rules and Regulations. In no event shall a non-owner tenant alone be permitted to apply for water service to a premise.
2. 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 possible attempts shall be made by the Authority to collect any unpaid water charges due from the tenant. In the event that the bill remains unpaid after 90 days from the date the bill first becomes due, and proper notification has been given to the owner the Authority shall refer the bill to a collection agency, and the owner of the property shall be responsible for the unpaid balance due at the premises pursuant to the provisions of the Pennsylvania Municipality Authorities Act.
- B. No owner of any premises supplied with water by this Authority will be allowed to supply other persons or families or other premises except by written permit from the Authority.
- C. It shall be the responsibility of the owner(s) of rental property to notify the Authority if the property is being sold, so that a final meter reading may be obtained, and service may be transferred to the new owner. The owner and tenant shall be liable for water used prior to the closing of the sale of the premises. If no notification of the sale has been given to the Authority, the prior owner shall remain liable for the service until the new owner applies for service at the premises, and the Authority, at its sole discretion, shall thereafter prorate the water use and bill between the prior owner and the new owner.

4.0 CROSS CONNECTIONS

- A. Water service not supplied by the Authority shall not be connected or cross connected with the Authority's facilities, except upon written consent of the Authority.

5.0 SERVICE LINES TO CURB

- A. Upon the approval of the application of any owner for a supply of water the Authority will tap the main, insert a corporation cock, 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 at the property line, all of the aforementioned shall be and remain the property of the Authority. The top of the curb box shall be exposed at all times and it shall be the responsibility of the Consumer 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 consumer 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 Consumer shall be at the expense of the Consumer.
- 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. Consumer'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 cock 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. Consumer'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 service by such Consumer's service line; or (d) be laid at a depth of less than four (4) feet below the surface of the ground.

6.0 NOTICE WHEN SERVICE IS TO BE INSTALLED

- A. Notice must be left at the office of the Authority at least one day before any service is to be installed 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.

7.0 RESPONSIBILITY FOR CONDITION OF SERVICE LINE - CURB TO PREMISES

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

8.0 OPENING AND CLOSING VALVES AND STOP COCKS

- A. Under no circumstances shall any person, not authorized by the Authority, open or close the stop cocks or valves in any public or private line.

9.0 TWO OR MORE CONSUMERS ON SAME SERVICE LINE

- A. In case two or more consumers are supplied with water from the same service pipe, a distinct and separate stop and waste cock and curb box will be provided for each Consumer, if practical.

10.0 VIOLATION OF RULES WHERE TWO OR MORE CONSUMERS ARE ON SAME SERVICE

- A. When two or more Consumers are supplied through a single service any violation of the rules of the Authority by either or any of said Consumer shall be deemed a violation as to all, and the Authority may take such action as could be taken against a single Consumer, except that such action shall not be taken until the innocent Consumer 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.

11.0 BILLS RENDERED

- A. Where conditions make it difficult to install separate meters for each consumer, a single meter will be installed and a minimum charge will be made for each Party/Family house/apartment/living area supplied through the single meter as listed for the same size meter (5/8") that would be required to serve each individual Party/Family house/apartment/living area. In the situation such as student housing, a unit would consist of one living floor regardless of the student count.
- B. Except for special exceptions established by the Authority, each customer of the system shall be billed bi-monthly on the last working day of the first month following the end of the billing cycle established for the address of the premises to which the water is supplied.

Bi-Monthly Billing - On the first day of the month following the customer's billing cycle the customer's accounts are uploaded to the interrogators. Distribution personnel then go out to obtain meter readings for customers who are in the interrogators. When a reader has completed obtaining meter readings, the readings are downloaded from the interrogator into the Authority's billing software where the account is immediately 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. All readings for customers in the same billing cycle are to be completed by the 15th day of the month following the close of the billing cycle.

If no one is at home at a residence, the meter reader 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 meter reader is sent to the residence to attempt to recheck the customer's reading.

- 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 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. In addition there will be added to the bill a charge of \$25 for any worthless checks submitted to the Authority.
- D. If by the 15th 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 previous three billings. If a post card reading is received after the estimated reading has been entered, the estimation is then changed to reflect the reading submitted by the customer on the card.
- E. Bills are then generated and mailed by the end of the month following the end of customer's billing cycle, at which time the bill is due. The customer is thereafter given until the 15th day of the second month following the end of the billing cycle to pay the bill at face amount. If after the 15th day of the second month the bill is not paid, the bill then becomes overdue, and a penalty of 1.5% is added to the face amount of the bill.
- F. If the bill remains unpaid by the 10th day of the third month following the end of the customer's billing cycle, a certified letter 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 Consumer 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.

- G. Upon written request by the Consumer the Board shall schedule a hearing with the Consumer 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 Consumer 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 Consumer. 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.. A copy of the notice is sent to the owner of the property in the event the property is occupied by a tenant. A \$10 fee is charged to the customer for the sending of the certified letter.
- H. On the 10th day after the certified letter 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. If the customer is unable to pay the bill by the due date, the customer shall have the opportunity to come to the office and execute a payment arrangement form. Shutoff will be delayed pending payment by the owner or tenant of the amounts agreed to. However, the extension of time to pay shall be limited to a period of time no later than the second business day of the month following the date of the shutoff notice. If the tenant does not honor the payment arrangement, the property is tagged on the day following the agreed payment date, and the customer and tenant are given until the next business day to make payment or else service will be terminated.
- I. If the bill remains unpaid, service is terminated and reinstatement will occur only after the amount is paid in full including the fee for sending the certified letter of \$10 and a restoration of service charge of \$20.
- J. A suit against an owner who is not jointly and severally liable pursuant to paragraph 3.0(A)(1) herein, or who becomes liable for the bill pursuant to paragraph 3.0(A)(2) herein 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.

12.0 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 15 day grace period during which the customer may pay the bill at face. After the passage of the grace period, a penalty of 1.5% shall be added to the face amount of the bill.
- B. Thirty (30) days after 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. The delinquent notice shall give an additional 10 days for payment of the bill. 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 within 15 days after the date of the letter.
- C. If the bill remains unpaid 25 days after the date of the letter 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 collection fees 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 Superintendent'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.
- E. The time frame for the above action is approximately 110 days or 3 months from the date of the issuance of the final billing until the civil complaint is filed with the District Magistrate's Office. The Magistrate's Office allows an additional 30 days for payment.

13.0 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, it shall be determined to have been made on the date shown by the postmark on the envelope in which payment is enclosed.

14.0 TWO OR MORE PARTIES OR FAMILIES USING WATER THROUGH SAME METER

- A. If a premise is occupied by more than one tenant, separate meters shall be installed for each tenant if it is possible to do so. However, if the owner desires, a single meter will be installed for the premises.

15.0 INVESTIGATION OF BILLS OF DOUBTFUL ACCURACY

- A. Any Consumer upon receipt of a bill having just reason to doubt its accuracy, shall bring or mail the bill within 10 days to the Authority for investigation.

16.0 OWNERSHIP OF METERS

- A. The Authority will furnish and set meters and connections for a \$20.00 connection charge. 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 Consumer. When the Authority removes the meter to discontinue the service, there is a \$20.00 discontinuance fee.

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 Consumer 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 Consumer, and must have suitable stop and waste valves approved by the Authority.

18.0 PROTECTION OF METER

- A. The Consumer will be held responsible for expense for damage to a meter through frost or his own 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 Consumer make a test to determine accuracy of the Consumer's meter. If the meter so tested shall be found to be accurate within the limit herein specified, a fee determined from the schedule indicated below shall be paid to the Authority by the Consumer requesting such test. If the meter so tested shall be found to be inaccurate, then the cost of the test shall be borne by the Authority. The amount of the fee shall be \$20 for each water service meter having an outlet not exceeding one inch. For other water service meters having an outlet not exceeding two inches, the test fee shall be \$35 per meter. The charge for a requested test of meters above two inches shall be actual cost of testing incurred 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 Consumer by the Authority, equal to all the excess charged the Consumer 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 DEFINITION OF CONSUMER

- A. "Consumer" means the party or parties contracting with the Authority for water service for one residential, business, or institutional unit.

22.0 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 such fees, terms and conditions as are hereinafter set forth and included herein, and shall be subject to the execution of a contract, which application, together with the Rules and Regulations of the Authority, shall regulate and control the furnishing of such services to the premises. Said application shall be submitted at least two months before the service line is required by the Consumer. 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. Such private fire protection service as may be afforded to a metered consumer through his service line for general service will not be subject to private fire protection service charges. Private fire protection service to a metered consumer provided in excess of the above shall be through a separate service line solely for such purpose and subject to the flat rate charges for such service.
- D. Final approval of an application for private fire protection service will be subject to the execution of a contract between the applicant and the Authority containing the following terms and conditions and containing such other terms and conditions as are deemed necessary by the Authority.
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 control valve shall be installed at the expense of the applicant and shall be maintained by the Authority; that all other pipe fixtures and appurtenances 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. In such instances where the service connection is approved to provide the fire protection service and other metered services, the control valve for the fire service line may be installed on the property of the premises at a location approved by the Authority.
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 control valve shall be under the control of the Authority, except during times of fire when it shall be under the control of the Chief 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 chief.
5. All fixtures and openings (other than the control valves) shall be kept closed and sealed 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 and openings may be closed and sealed.
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 sketch 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, 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 by written notice 15 days 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. 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. All water passing through a meter on the private fire protection service line, except water used in the extinguishing of fires, and except water used for testing of fire protection equipment shall be subject to consumption charge equal to those set forth in the schedule of metered rates. 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 Consumer'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 Consumer, and unless metered, will be used only for fire emergencies.

23.0 PUBLIC FIRE PROTECTION SERVICE AND OTHER USE OF HYDRANTS

- A. The fee for Public Fire Protection shall be based on yearly charge for hydrant quantity and miles of lines charged to the Municipality on a monthly basis. Upon written instructions from the duly authorized officials of the Municipality supplied to the Authority, the Authority will install at the designated location on any public highway, a public fire hydrant together with a cast iron 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.
- B. 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.
- C. The use of public fire hydrants (except as provided by Rule 43) shall be restricted to the taking of water for the extinguishing of 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.
- D. 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. The Authority's approval of the use of water from fire hydrants for such purposes will not be granted except where other use is deemed necessary by the Authority and available. Any permit so granted shall be revocable at the discretion of the Authority.
- E. 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.
- F. 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 the Fire Chief or other duly authorized representative of the Municipality.

24.0 ABATEMENT OF SERVICE

- A. No abatement of charges will be allowed for a leasehold premises where the premises has been occupied by a non ratepayer tenant unless the premises is no longer tenant occupied and except from the date that notice writing has been given to the Authority by the ratepayer Owner that the same are unoccupied, in which event and upon request of the Owner the Authority will shut off the water to the premises and no charge for water will be made during such vacancy. No abatement will be allowed for a period less than three months.

25.0 DISCONTINUANCE OF SERVICE

- A. Service may be discontinued by the Authority after 10 days notice to the Consumer for any one of the following reasons:
1. Use of water service by a Consumer or with their consent for any purpose or at any location or property other than those described in the application;
 2. Failure of a Consumer to maintain and repair their Consumer's service line;
 3. Waste of water by a Consumer or with their consent;
 4. Failure of a Consumer to pay a bill for water service as set forth above;
 5. Vacancy of the premises;
 6. Violation by a Consumer, 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 Consumer by certified mail at least 10 days prior to the shutoff date advising the Consumer that the service shall be terminated 10 days from the date of the notice and further advising the Consumer 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 Consumer the Board shall schedule a hearing with the Consumer 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 Consumer 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 Consumer. 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.

26.0 TURNING ON WATER AFTER DISCONTINUANCE

- A. A charge of \$20 payable in advance will be made for turning on/off water in restoration of service after discontinuance for any of the reasons specified in the preceding rules.

27.0 DISCONTINUANCE NOTICE

- A. A Consumer desiring the discontinuance of water service shall give written 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.

28.0 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 of the reasons enumerated in Rule 47 or for the purpose of making necessary repairs or connections or to meet any emergency, or caused by the failure of a Consumer to maintain Consumer's service line or caused by water escaping from Consumer's service line, or failure of a Consumer to maintain Consumer's service line or interior plumbing, or caused by water escaping from Consumer'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.

29.0 WATER LINE EXTENSION

- A. The Authority will extend water lines or shall permit the extension of existing water lines on the water system of the Greenville Municipal Water Authority where necessary to provide water service upon the following terms and conditions:
1. 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.
 2. Upon completion of installation all such mains extended shall be the property of 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 located 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 Owners, the Authority to be subject to no costs. The Authority will be subject to payment of such refunds as are currently in effect.
- F. The total costs of any extension shall include all costs for pipes, valves, fittings and other appurtenances, resurfacing of pavements disturbed, street permits, trench excavations, installation, back filling, inspection, engineering, and a reasonable allowance for other overhead. 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 used, 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 shall deposit with the Authority, prior to the execution of any work, a sum of money sufficient to pay all of the estimated costs of the water line extension as determined in accordance with the procedures set forth herein. A deposit shall be made upon the execution of an agreement between the Authority and the Owner. If the Authority approves the installation of the water line extension of the Owner, through a qualified contractor, the moneys to be deposited shall be sufficient to cover only the cost of engineering, legal and overhead, which costs shall not be less than 10% of the estimated total costs.
- H. The Owner 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, 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. All water lines shall be installed in accordance with detailed specifications of the Authority, with all workmanship and materials conforming to Authority standards, and installation shall be made under Authority supervision which shall be provided to the developer in the form of detailed specifications.
- J. 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.

30.0 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 Superintendent of the Authority shall contact the local police department and request an investigation. If the investigation discloses that a theft of water services has occurred, the Superintendent shall request the police department to file charges of theft of water service against the owner of tenant who has bypassed or replaced the water meter. Additionally, the Superintendent of the Authority shall file a civil action against the offending person to collect the reasonable cost of the converted water. Determination of the used water revenue will be based on a three bi-monthly or 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.

31.0 GENERAL

- A. 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.
- B. 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 Superintendent.
- C. 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."
- D. All future development shall have separate service lines or other separate means for discontinuing service to each separate dwelling or service unit.
- E. 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.