



Rules and Regulations

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INTRODUCTION

Authorization

Pursuant to the authority granted to the Commissioners of Public Works of the City of Greenville, South Carolina under the Statutes of the State of South Carolina and the Code of the City of Greenville, South Carolina, the following Rules and Regulations governing water service are adopted by the Commissioners of Public Works.

Applicability

As a condition of service, these Rules and Regulations, or as the same may be revised or amended from time to time, are a part of all contracts for receiving water or private fire protection service from the Commissioners of Public Works of the City of Greenville, South Carolina (Greenville Water) and are applicable to all customers receiving such service from Greenville Water whether the service is rendered within or outside of the City of Greenville and whether the service is based upon contract, agreement, signed application or otherwise.

Definitions

The following words and terms, when used in these Rules and Regulations shall have the meaning indicated below:

“Agreement” shall mean any agreement or contract, verbal or written, contracting or arranging for water or private fire protection service, or for the installation of service connections or meters, made with Greenville Water.

“Applicant” shall mean any “Person” applying for water or other services available from Greenville Water.

“Application” shall mean any formal (written) or verbal request for water or other services available from Greenville Water and, when duly approved by authorized personnel of Greenville Water, shall constitute a contractual agreement.

“Commercial and Industrial” shall mean water use integral to the production of goods and/or services by any establishment having financial profit as their primary aim. Commercial rates may also be applicable to multifamily units for related services.

“Commission” shall mean the Commissioners of Public Works of the City of Greenville, South Carolina. In addition, the term “Commission” shall mean Greenville Water.

“Cross Connection” shall mean a situation where the potable water supply may be contaminated and not safe for drinking water purposes as defined by the U.S. EPA.

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“Customer” or “Water User” shall mean any person defined in these Rules and Regulations receiving water or private fire protection service from Greenville Water under an expressed or implied agreement or contract.

“Chief Executive Officer” (or CEO) shall mean the Chief Executive Officer of Greenville Water.

“Greenville Water” shall mean the Commissioners of Public Works of the City of Greenville, South Carolina.

“Jumper” shall mean any unauthorized, mechanical connection made at a meter location where such meter has been previously removed; thereby providing a means of illegally obtaining and using water therefrom without being registered.

“Main” shall mean a water pipe, owned or maintained by Greenville Water, which is used for the purpose of conveying water to the general public, but does not mean “service pipe” or “service line.”

“Meter” without other qualification, shall mean any device, or instrument, which is used by Greenville Water in measuring the quantity of water used during a specified period.

“Person” shall include individuals, associations, firms, partnerships and corporations, whether acting by themselves or by an agent or employee. The singular number shall be held and construed to include the plural, and the masculine pronoun to include the feminine.

“Premises” shall include the integral property, piece of land, real estate or area; including buildings and other improvements thereon to which water or private fire protection services are, or will be, provided.

“Private Fire Protection Service” shall mean the provision of water to premises for private fire protection service, including automatic sprinkler systems, private hydrants, etc. Such service is subject to established rates and is in addition to the protection afforded by public fire hydrants located along public streets and roads.

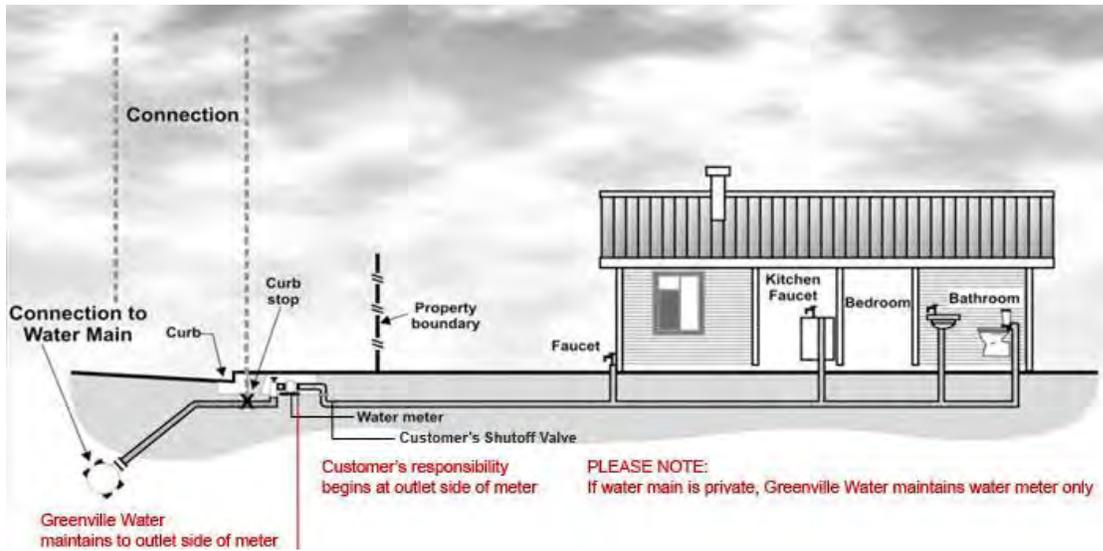
“Residence” shall mean any structure occupied by one or more persons for living purposes.

“Residential/Domestic” shall mean water use for personal needs or for household purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence.

“Service Connection” shall mean a tap made by Greenville Water to the water main for supplying water from the main to a service line or service pipe.

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“Service Line” shall mean the pipe or tubing that runs between the main and a customer’s premises, including the shutoff valve and meter. A diagram follows:



“Sub-meter” shall mean any device that measures the flow of water previously passing through a Greenville Water meter.

“Tap to Curb” shall mean a service connection and service pipe extended from such connection to a curb stop (shutoff valve) at a point outside of the curb line and installed prior to paving.

“Unauthorized Usage” is a term utilized by Greenville Water to designate an account where water has been turned on by unauthorized persons and water is being used at such location without prior arrangement or a contract for such service.

WATER MAIN EXTENSIONS

1.10 General Information

The Commission operates a municipally-owned system which was initially created to provide the residents of the City of Greenville with water service, including its public fire protection water. Water service outside the City limits is legally permissible at the Commission's option. Accordingly, these policies governing water main extensions have been developed and adopted by the Commission.

A main extension is described as an extension of the water distribution network with a minimum 6-inch diameter or larger main to provide an adequate water supply to intended users (subdivision, commercial, industrial or single family residential property). A main extension shall be required whenever an existing main is not directly adjacent to the proposed development requiring water service, or when the adjacent main cannot meet the required demands of the proposed development. Full frontage main extensions may be required. Third-party applicants seeking a connection to the extended water main are required to pay nonrefundable Connection Fees as outlined in *Section 3: Obtaining Service* and listed at <http://www.greenvillewater.com/development-fees/>. Third party applicants not located within a subdivision must also pay Contribution and Capacity Fees.

These policies relating to the financing of water main extensions within the Greenville Water, hereinafter referred to as "GW", service area have been adopted by the Commission to prevent the expenditure of public funds in such a manner as to promote private speculative development ventures and to treat all customers and developers as fairly as possible.

NOTE: All water main extensions requiring cost participation by the Commission shall be subject to financial feasibility.

1.20 Water Mains for Development (Extension Agreements)

Where a water main is requested to serve a development (three or more connections for a single owner/entity), the developer is required to finance the cost of the approved water main extension to serve the domestic and fire flow needs of the development. The developer will deed the installed water main to the Commission for ownership and maintenance. A Contribution-in-Aid of Construction Fee is not applicable for connections to mains installed within the development. Where the Commission requires a larger main(s) along such streets to serve property other than the applicant's property, the Commission will assume the additional up-sizing cost involved.

WATER MAIN EXTENSIONS

1.30 Water Mains for Individual Service Connections (Installation Agreements)

The applicant is required to advance funds for a water main installation at \$30 per foot or 50% of the project cost/linear foot of water main, whichever is greater, under a standard Installation Agreement with the Commission. A Contribution-in-Aid of Construction Fee is not assessed to the parties at the time of installation. Subsequent applicants requesting to tap into the water main will be assessed the standard Contribution-in-Aid of Construction Fee.

1.40 Private Property

The installation of water mains is permitted in private streets or property by developers provided: (1) such private roads are constructed in accordance with the Greenville County Planning Commission's subdivision regulations, (2) the water mains are designed and constructed in accordance with Greenville Water design specifications, (3) all physical assets installed for this project be deeded to Greenville Water for ownership and maintenance upon project completion and final acceptance, except as outlined in the next sentence, and (4) an easement is granted to Greenville Water for the purpose of maintaining the water main and associated appurtenances and for the purpose of installing, reading, operating, maintaining and replacing water meters related thereto. GW will not take ownership of water mains in apartment complexes where multiple dwellings are on a single meter.

FIRE HYDRANT USAGE

2.10 General Information

Only those persons designated and authorized by GW shall open any fire hydrant, attempt to draw water from it or in any manner damage or tamper with it. Any violation of this regulation will be subject to penalties described herein.

2.20 Obtaining Temporary Water from a Fire Hydrant

The use of water for temporary construction purposes from a public fire hydrant may be approved by the GW Engineering Department, upon proper application. Reasonable and customary charges for the use of such hydrants and for the water used is found at <http://www.greenvillewater.com/fire-hydrant-usage/>. The users of such hydrants shall be liable for any damages to hydrants, system facilities, or personal property as a result of the operation of said hydrant.

2.20.1 New Construction Sites

Applicant is required to lease an appropriately sized fire hydrant meter as determined by the GW Engineering Department.

2.20.1.1 The meter is to be utilized for all construction-related water usage at the site.

2.20.1.2 The meter is to remain attached to the fire hydrant as designated by GW for the duration of the construction project.

2.20.1.3 The applicant shall be responsible for reporting the meter reading on the first day of each month to the GW Customer Service Department for the purposes of billing for water used. Said meter is subject to auditing at the discretion of GW and the privilege of usage will be terminated, if it is determined that the reading has been falsified.

2.20.2. Public Agency or Utility

Applicant is required to lease an appropriately sized fire hydrant meter as determined by the GW Engineering Department.

2.20.2.1 The applicant will be responsible for reporting the meter reading on the first day of each month to the GW Customer Service Department for the purposes of billing for water used. Said meter is subject to auditing at the discretion of GW, and the privilege of usage will be terminated if it has been determined that the reading has been falsified.

2.20.2.2 The meter shall be returned to GW annually for bench testing to confirm reading accuracy.

FIRE HYDRANT USAGE

2.20.3. Private Users with Tank/Tanker

For users such as asphalt paving operations, hydro-seeders, street washers, etc. equipped with a tanker truck or trailer-mounted tank, the following permitting procedures apply.

2.20.3.1 One-time / Short-term User

Upon satisfactory inspection of the tank and confirmation that the tank is top-filled with an air gap, the applicant will be issued a “Temporary Hydrant Usage Permit.” Initial inspection and one month usage fees can be found at:

<http://www.greenvillewater.com/fire-hydrant-usage/>.

2.20.3.2. Less than 1,000 Gallons

Upon successful inspection of the tank and confirmation that the tank is top-filled with an air gap, the applicant will be issued a “Fire Hydrant” sticker denoting that the tank has been inspected and the applicant is authorized to directly connect to a fire hydrant to fill the tank. Annual inspection and usage fees can be found at:

<http://www.greenvillewater.com/fire-hydrant-usage/>.

2.20.3.3. 1,000 Gallons or Greater

Applicant is required to lease a 3” fire hydrant meter. The meter is to be delivered to GW monthly for reading and inspection. Rules pertaining to the return of the fire hydrant meter are outlined in Section 2.20.5.

2.20.4. Fire Hydrant Meter Fee Schedule:

The fire hydrant meter fee schedule can be found at:

<http://www.greenvillewater.com/fire-hydrant-usage/>.

2.20.5. Return of the Fire Hydrant Meter

Upon completion of the need for a fire hydrant meter, said meter shall be returned to GW. If the meter is in satisfactory working condition, GW will refund the cost of the deposit. If the meter is not in satisfactory working condition, the deposit will be forfeited.

2.30 Unauthorized Usage

In the event a company or individual is found to have used or be using a fire hydrant without having gained appropriate permission granted by GW in accordance with this policy, then unauthorized usage fines shall be levied, as found at:

<http://www.greenvillewater.com/customer-service/rate-information/>.

FIRE HYDRANT USAGE

2.40 Inspection of Fire Hydrants

Personnel of fire departments are authorized to open GW-owned fire hydrants located within their respective districts for the purpose of firefighting and for inspection to meet the requirements of the Insurance Services Office, subject to the following requirements:

- 2.40.1. For non-emergency testing, notification shall be made to, and approval obtained from, the GW Engineering Department prior to opening any fire hydrant for such routine inspections.
- 2.40.2. Opening of fire hydrants for inspection purposes shall be restricted to between the hours of 9:00 a.m. to 4:00 p.m. on GW's normal work days.
- 2.40.3. A fire department conducting such inspections shall be liable for any damages caused by improper operation of fire hydrants by its personnel.
- 2.40.4. Training on the proper operation of fire hydrants within the GW service area shall be made available upon request.

2.50 Moving a Fire Hydrant

When a fire hydrant has been installed in the location specified by GW and a property owner requests a change of location, the property owner shall make application to the GW Engineering Department for such relocation. If approved, the hydrant will be relocated by GW at the expense of the requesting property owner.

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3.10 General Service Requirements

Greenville Water shall make all connections to water mains and install all meters. All water services, including a common water and private fire protection service, shall be metered. All applications for service must be made as specified hereinafter and approved by GW before work orders or service turn-on orders will be issued.

3.10.1 Annexation

Prior to the provision of water service (via either a Water Main Extension Agreement or New Connection to an existing water main), all prospective customers in unincorporated areas within one mile of the current corporate limits of the City of Greenville shall be required to execute and have recorded, a *Customer Connection Agreement* and a *Declaration of Covenant to the City of Greenville*. These documents can be obtained from the GW Engineering Department. Execution and recording of the Covenant obligates the property owner to comply with annexation into the city limits of the City of Greenville, upon the agreement of the City Council to annex the property, at whatever time the property is or becomes eligible for annexation under the general law of the state.

3.10.1.1 Exemptions

Properties where the use is single family residential that contain a maximum of four (4) family residential units.

3.10.1.2 Annexation Obligation

At such time as the property being supplied water by this account is or becomes eligible, in whole or in part, for annexation into the corporate limits of the City of Greenville, then at the election of the City of Greenville, the owner will cause the property to be annexed.

If the owner fails to comply with the provision of Annexation, then GW reserves the right to discontinue water service until the owner complies with the obligation.

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3.10.2 Water Facilities Required

Eligibility for water service does not mean that GW is obligated to extend or modify its existing facilities to serve an applicant. Any required extension, modification, replacement or relocation of GW facilities for water service shall be at the expense of the applicant or entity creating the need for such modifications. If a water main does not exist, refer to Section 1.0: Water Main Extensions for additional information.

3.20 Obtaining a New Connection

3.20.1 Application for Service

An application is required for service requiring a new connection (tap), a new meter installation or additional facilities to provide the requested service and this application shall be made to GW's Engineering Department on forms provided for that purpose or online at www.greenvillewater.com/request-for-water-service/.

An application for a new connection cannot be accepted unless a GW water main exists in the public street, road right-of-way, or a GW-owned easement or right-of-way contiguous to the lot or tract being served.

3.20.2 Connection Fees

(a) Tapping Fees and Meter Installation Charges

The current fee schedules are shown on the Greenville Water website at <http://www.greenvillewater.com/development-fees/#TAPPING-FEES>. Applicable Tapping Fees and Meter Installation Charges are due upon application for service for all new taps and for existing accounts wherein a tap had been removed ("killed") upon the customer's request.

(b) Contribution in Aid of Construction Fees

These fees, as shown on the GW website at: <http://www.greenvillewater.com/development-fees/#CONTRIBUTION-FEES>, are applicable where water mains are provided by GW and/or party (ies) under contractual arrangements. Where applicable, such fees apply for each connection or tap made on such water mains. The applicability and amount of these fees can be verified at GW's Engineering Department.

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(c) Capacity Fees

Capacity fees are applicable on all new metered service connections (with the exception of dedicated single-family residential irrigation meters that are connected to the original service line).

In addition, capacity fees are applicable for existing services or accounts wherein:

- 1.) an increased metered supply is required
- 2.) additional meter(s) are installed
- 3.) meters 1-inch and above that were installed on commercial or industrial parcels prior to February 1, 2006 and there has been no water service to the parcel for at least two years from the date of application. Irrigation meters do not incur capacity fees.

The current Capacity Fee Schedule can be found at: <http://www.greenvillewater.com/development-fees/#CAPACITY-FEES>.

(d) Water Availability Fees

Water availability fees apply to all wholesale customers who enter into a Water Supply Agreement to purchase water from Greenville Water. The current Water Availability Fee Schedule can be found at: <http://www.greenvillewater.com/development-fees/#AVAILABILITY-FEES>. Water availability fees do not apply where wholesale customers have entered into a Water Supply and Capacity Agreement with Greenville Water.

3.20.3 Installation Provisions

Upon payment of fees and notification by the plumber that the installation is ready, GW shall provide labor, equipment and materials to tap the water main, install a meter setter, and a meter box. A curb stop or meter cut-off valve is located in each meter box or meter vault for the exclusive use of Greenville Water personnel to control water service to the customer. Any person other than GW personnel causing damage to any equipment owned by GW (meter, meter box, meter setter, or meter lid) will be subject to charges for damages.

The applicant is responsible for all excavation and backfill required to allow for the tapping and setting of the meter, as well as for furnishing and installing the service line (tubing or piping), including that portion extending from the water main tap

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to the meter location, in accordance with GW installation specifications available at www.greenvillewater.com/standard-details.

3.20.3.1 Encroachment Permit Submittal

When a new connection involves a county, state, or municipally maintained road or highway, the applicant, engineer or contractor shall make application to the appropriate permitting office for an encroachment permit. A fully executed encroachment permit indicating approval from the permitting agency must be provided to the GW Engineering Department prior to making the requested connection.

3.20.4 Service Connections in Subdivisions Prior to Paving (Tap to Curb)

Developers have the option of installing all taps and service lines with curb stop from the main to the proposed meter locations in a development for future water service to subdivision lots, upon application to and at the sole discretion of, the GW Engineering Department for a “tap to curb” installation. If approved to install the taps, tapping fees will be waived for developers who choose to perform their own taps. The curb stop for such service lines shall remain closed until service is turned on by GW, as a result of an application for service and upon payment of the applicable tapping, meter and capacity fees. For unauthorized turn-on of such “tap to curb” installation, all applicable connection charges, fines and water costs will be assessed and collected before a meter will be set and service rendered at such location. (See www.greenvillewater.com/customer-service/rate-information/ for applicable charges, fines, and costs.)

3.20.5 Service Inspection Fees

Such fees are applicable where GW is notified by the plumber that the job is ready for tapping and/or meter installation, but the facilities provided do not meet GW’s specifications, thereby requiring an additional trip to provide the requested service. Each such additional trip requires payment in advance of a “Service Inspection Fee” as indicated on the GW website at <http://www.greenvillewater.com/development-fees/#SERVICE-INSPECTION-FEES>.

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3.20.6 Maintenance Provisions

After installation, GW will maintain the service line between the water main tap and the outlet coupling of the meter setter. The property owner will be responsible for the maintenance of that portion of the service line extending from the outlet coupling of the meter setter to all points of usage on the premises. Leaks in a customer's service line(s) must be repaired promptly by the property owner or customer and, if not repaired within a reasonable time after notice, the water will be turned off without any liability on the part of GW for damages resulting from said turn-off.

3.20.7 Request for Killing A Service Connection

Where a service connection (tap) is requested to be permanently discontinued, Greenville Water will "kill" the tap at the main, upon application to GW's Engineering Department.

3.30 Service from an Existing Connection and Meter

An application for water service at a location previously served by an existing meter which meets all current requirements as prescribed in these Rules and Regulations must be made through GW's Customer Service Office. A valid social security (or federal identification number) and email address must be provided to establish a new account (this data will be held in confidence and not released to any third party) or a deposit in the amount indicated in Section 3.60.2.1 will be required prior to GW approval of service.

3.40 Approved Application Constitutes a Service Contract

All applications, whether made formally (signed), online (at <http://www.greenvillewater.com/customer-service/start-service/>), or verbally by an applicant, shall, when approved, constitute a contractual agreement whereby the applicant agrees as a condition of service to conform to the Commission's rates, rules and regulations governing water or private fire protection service, including all amendments or revisions made thereafter by the Commission.

A verbal service agreement shall be conclusively presumed where there is no written application by a person accepted in writing by GW, if either (1) water supplied by GW is used by the person or on the person's premises, or (2) a private fire service is utilized by a person as defined herein. The rights which accrue to the customer under the agreement are personal and shall not be transferred or assigned by the customer.

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It should be noted that the account holder is responsible for any unpaid balance and shall notify GW before vacating the premises served under the agreement as provided herein (Section 3.90).

3.50 Service Used in Advance of Contract (Unauthorized Usage)

In the event service is used at a premise before a contractual agreement for service is executed (application for service made and approved by GW), such service received shall be governed by these regulations and the appropriate rate schedule. Such use of service constitutes an unauthorized turn-on (See Section 4.100.4). Upon failure, or refusal, of such person to execute a service contract, GW may discontinue such service and the appropriate provisions of Section 4.110 shall apply.

3.60 Deposits

Greenville Water may require from any customer (or prospective customer) a deposit or other payment security for an account, to be determined by GW on the basis of the following:

- (a) Customer's poor history for the timely payment of water bills, uncollected debt or statements for service;
- (b) Failure to provide a valid social security or federal identification number for identification purposes (this data will be held in confidence and not released to any third party);
- (c) Other reasons as deemed appropriate by GW, such as a bad credit rating.
- (d) For legal entities, Greenville Water will review factors such as credit ratings and payment history in making a determination regarding a deposit or other payment security for an account.

Failure to pay a deposit or present satisfactory security upon demand will give GW the right to declare the contract forfeited and to refuse or discontinue service.

3.60.1 Right to Discontinue Service Not Waived

The acceptance of a deposit shall not constitute a waiver of GW's right to discontinue service for collection of a delinquent bill or for any reason provided herein under Section 4.110. Where service is discontinued because of non-payment, all associated charges must be paid before service will be restored.

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3.60.2 Amount and Duration Provisions

GW may require an increase in the amount of a deposit, if changes occur in the customer's service requirements.

3.60.2.1 Amount

The deposit amount shall be dependent upon credit history and can be found at: www.greenvillewater.com/customer-service/start-service/ .

3.60.2.2 Duration

Deposits shall draw no interest and will be credited to the account pending a satisfactory payment history per customer number after one year. When service is discontinued, after applying the amount of the deposit to the account, any remaining customer balance will be refunded. In the event GW is unable to locate the customer, any portion of unclaimed deposits shall be transferred to the State Treasurer's Office.

3.60.3 Transferability Provisions

No deposit shall be transferable or assignable by the customer. A customer requesting transfer of service and having a deposit with GW may be required to make a deposit on the new account, if the final liability incurred on the previous account has not been settled or determined at the time service is required at the new location.

3.70 Temporary Service from a Fire Hydrant

An applicant requiring temporary water service at a location where permanent service is not available shall apply for such service in accordance with the provisions of *Section 2: Fire Hydrant Usage* of these Rules and Regulations.

3.80 Inability to Serve Applicant

The receipt of an application for service, regardless of whether or not accompanied by the payment of fees, charges or deposit, shall not obligate GW to render the service applied for. If the service applied for cannot be supplied in accordance with GW's rules, regulations and general practices and policies, the liability of GW shall be limited to the refund of any such payments received.



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3.90 Service Termination by Customer

When a customer desires to have service terminated, they must notify GW's Customer Service Office. Service will then be terminated as near the requested time as practical, the meter read and a final bill rendered. Any unapplied deposit made on the account for such service will be refunded as provided herein under Section 3.60.2.2.

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4.10 Meter Ownership, Sizing, Location Requirements, and Maintenance

All meters shall be provided, installed, tested, repaired, removed and owned by Greenville Water. Greenville Water shall provide, install and maintain all meter boxes.

Greenville Water reserves the right to determine the size and type of all meters installed. Water meters are to be set at a convenient location as designated by GW. They are to: 1.) be located on, or adjacent to, the public street or road right of way contiguous to the lot or tract to be served; 2.) be accessible at all reasonable hours of the day and; 3.) shall not be placed in a driveway. In the event the customer desires any change in the location or position of the meter, this change must be: 1.) approved by the GW Engineering Department; 2.) made at the expense of the customer or property owner; and 3.) completed either by (a) GW; or (b) third party's plumber relocate, with inspection by GW prior to backfill.

4.20 Meter Vaults

Meter vaults for large meter installations shall be constructed by the property owner or contractor and shall conform to Greenville Water's specifications at: <http://www.greenvillewater.com/standard-details/> . When installing a 6" or larger meter, plans for the pit must be submitted to the GW Engineering Department for approval.

4.30 Protection of Meter and Greenville Water's Property

According to South Carolina State Code, it is unlawful for anyone to tamper with or damage a meter, the meter seal, the lock/locking device, curb stop or valves, meter setter, meter box or meter vault. It shall be unlawful for anyone to interfere with or prevent the proper registration of a meter, remove a meter or meter register or install any pipe or other device which will cause water to be received without being properly registered by the meter. No trees, bushes, shrubs, fences, structures or other obstructions shall be located within one foot of the meter box in order to keep the meter accessible to Greenville Water. The property owner, and/or customer shall exercise proper care to protect the meter, meter box and other GW property serving his/her premises from damage or from any other cause, and in the event of loss or damage thereto arising from neglect or other cause, shall pay the estimated cost of any water received illegally, the costs involved in making an inspection and the costs of

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repairing or replacing the damaged items before further service will be provided at this location.

4.40 Metering Requirements

Each residence, housing unit, condominium or building should have an individual tap and meter. Common dwelling units under a single roof and owned by one owner, such as apartments and other multi-residential units, or mobile home parks wherein all the individual mobile homes are owned by a single owner may be served by a single meter.

No property owner or customer shall supply water service to another property. When more than one party is served through a single meter (rental properties under one roof), the account shall be in the name of the property owner, or their agent, who will be responsible for the payment of the water bill. No resale or sub-metering of master-metered water will be permitted.

4.50 Testing Meters

4.50.1 Routine Tests

Routine tests of meters are made by Greenville Water, at its own expense, when such tests are considered desirable by GW.

4.50.2 Allowable Accuracy Standards

In testing meters, the water passing through the meter will be measured at various rates of discharge. To be considered accurate, the registrations of all meters shall confirm the measured amounts of water to within 3 percent.

4.50.3 Customer's Request to Test a Meter

Greenville Water will make additional tests or inspections of its meters at the request of customers. Where the test results of such requested meter test indicate the meter to be within the established accuracy limits, stated previously in Section 4.50.2, the customer shall pay the established meter testing charge found at:

<http://www.greenvillewater.com/customer-service/rate-information/#SERVICE-CHARGES> . If the meter test indicates that the meter is not within the above accuracy limits, the meter testing charge shall be covered by GW and the water billing for the affected billing periods, may be adjusted as follows:

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- (a) Fast Meters: When a meter is found to be registering more than the allowable limit under conditions of normal operation, the customer will be refunded the full amount of the overcharge, as calculated for the affected preceding billing periods, not exceeding a period of twelve months in duration.
- (b) Slow Meters: When a meter is found to be registering less than the allowable limit, Greenville Water may bill the customer for the amount of the calculated undercharge for the affected billing periods immediately preceding such tests, not exceeding a period of twelve months duration.

4.60 Increasing the Size of a Meter

Whenever the owner of any premises desires to increase the size of a meter installation, an application must be made, according to Section 3.20: Obtaining a New Connection, to the Greenville Water Engineering Department and, upon approval, the exchange will be made at the expense of the owner. The exchange cost will be based on the difference between the current meter installation and capacity fee charges and the new meter installation and capacity fee charges. No capacity and meter installation fee credits will be granted on meters 1" or above in size for any existing commercial or industrial parcels developed prior to February 1, 2006. Whenever a new service connection (tap) is required to serve the larger meter, the applicant shall locate the new tap as close to the old tap as practical to minimize the cost of killing the old tap.

Whenever the consumption or measured flow rate exceeds the capacity of an installed meter, Greenville Water shall notify the customer or owner of this situation and advise the responsible party of the correct size of meter required to give proper service without damage to the meter. The cost of the exchange shall be at the customer's expense, on the same basis as outlined above. If the customer or property owner fails to make the necessary arrangements for the meter exchange within the stipulated time, Greenville Water may install the appropriately sized meter and required appurtenances, charging the total cost of the meter installation and increase in capacity fee charges to the customer or property owner, and may discontinue service until all costs involved are received by Greenville Water.

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4.70 Reducing the Size of a Meter

Whenever a customer desires to decrease the size of a meter, an application shall be made to the Greenville Water Engineering Department and, if approved, the exchange will be made by GW at the customer's expense. Approval shall be based on an analysis of the customer's water usage requirements and the meter shall be sized to meet anticipated peak usage rate requirements. No refund of previously paid capacity fees will be granted.

Greenville Water reserves the right, at GW's expense, to reduce the size of a customer's meter based upon consumption patterns.

4.80 Meter Reading, Billing and Payment Responsibility

4.80.1 Meter Reading and Bill Due Date

Meters shall be read and statements of charges for water and other services shall be rendered at regular intervals as determined by Greenville Water.

Statements of charges for water and other services for the billing period indicated on the statement shall be due on or prior to the due date.

4.80.2 Payment Responsibility

Statements of charges for water and other services for the period shown shall be issued and forwarded by mail to the customer's designated mailing address or email address as soon as practical after the meters are read for the service period. Failure to receive a statement will not release the customer from payment obligation nor entitle the customer to any delay in paying the amount due beyond the established grace period for that particular service period. All Greenville Water account balances are subject to collections, and/or reporting to credit agencies and submittal to the SC Department of Revenue.

4.80.3 Estimated Billing

If a meter fails to register properly, or if a meter cannot be read for good reason, or if water is received other than through a meter, GW shall render an estimated bill based on the history of the account or the best information available. Greenville Water makes every effort to alleviate estimated billing situations.

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4.80.4 Adjustment of Bills

Except for an error in meter reading or billing or for meter inaccuracy as determined by testing (Section 4.50), GW shall not be obligated to make adjustments of any bill for water and other services computed from meter registrations. When excessive meter registration is caused by broken or leaking water service pipes on the customer's premises, without the customer's knowledge, GW, at its option, may make an adjustment to the bill, after repairs have been made, upon proof of repair and approval for the billing period(s) affected. No more than one adjustment will be allowed during a 12-month period. The basis of an adjustment granted shall be an allowance for the portion of the excess over normal usage under similar operating conditions, as determined by GW. No adjustments will be made for irrigation systems.

4.90 Water Rates

4.90.1 **Base Charges** for a billing period are established on the basis of recovering the fixed cost of supplying service for each meter size and are applicable on all active accounts. The base charge for the applicable meter size (found at <http://www.greenvillewater.com/customer-service/rate-information/>) will be billed each billing period, whether the account has used water or not.

4.90.2 **Volume Charges** for water supplied shall be based on the water used during the service period indicated on the bill, as determined by applying to the meter reading the appropriate rate schedule, as found at: <http://www.greenvillewater.com/customer-service/rate-information/>.

4.100 Water Service Turn-On Provision

4.100.1 New Service Installations

When a new connection is approved for activation to provide water service to any premises, the curb stop or supply valve at the meter is placed in the "On" position, at which time the account is activated.

Upon GW approval of a builder's request, the curb stop or supply valve for a new service and meter installation may be left in the "Off" position, provided the builder agrees to be responsible for the payment for any water usage as registered on the meter in the event the account is in an Unauthorized Usage status at the

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time the meter is read (see Section 3.50) and the occupant of the premises does not fully pay for such usage. If such premises are unoccupied, the water will be turned off and the account closed at the time the Unauthorized Usage bill is rendered.

4.100.2 Existing Service

When service has been turned off for any reason other than a violation of these Rules and Regulations, the service will be turned on upon approval of a written application or verbal request received at GW's Customer Service Office without charge, provided the turn-on can be accomplished during GW's normal working hours.

4.100.3 Special Turn-On Charge

Whenever a request is made to GW for a service to be turned on after normal working hours or upon resumption of service following a turn-off for accommodation, a special turn-on charge, as shown at <http://www.greenvillewater.com/customer-service/rate-information/#SERVICE-CHARGES>, will be assessed to the account.

4.100.4 Seasonal Usage or Temporary Absence: Turn-Off for Accommodation

Where GW agrees to turn off an account for seasonal usage accommodation, such account will be turned off without charge where turn-off can be accomplished at a time convenient to GW (as described above in Section 4.100.3); however, the established Special Turn-On Charge shall apply when service is turned back on after a turn-off for accommodation.

4.100.5 Unauthorized Turn-On

It is unlawful for any person, except duly authorized GW employees, to turn on the water supply to any premises after a turn-off is made at the meter by GW. The water service pipe to any premises, including "tap to curb" installations, turned on by an unauthorized person after being turned off by GW for cause, shall be turned off and locked or disconnected at the water main, as the particular situation demands to stop such violation of GW's Rules and Regulations.

Water service will not be turned on, unlocked, or reconnected to the water main until violations of these Rules and Regulations have been corrected and all expenses incurred relating to turning on and off, locking and unlocking or

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disconnection and reconnection (found at <http://www.greenvillewater.com/customer-service/rate-information/#SERVICE-CHARGES>) have been paid.

4.100.6 Turn-On/Turn-Off – Liability Disclaimer

Greenville Water shall not be liable for any loss or damage to persons or property that may result from the turn-on or turn-off of the water service or from the service being left on when the premises is unoccupied.

4.110 Discontinuance of Service or Refusal to Connect Service

4.110.1 Reasons for Service Discontinuance or Refusal to Connect Service

GW shall have the right to discontinue service or to refuse to connect service for any of the reasons listed below, and service will not be restored or rendered until all violations have been corrected and/or all charges and penalties are fully paid:

- (a) Failure to comply with these Rules and Regulations.
- (b) Failure to pay for water service, or any joint bill for water and/or other services, in the established billing period, or for failure to pay any other obligation due, including any required deposit. GW may refuse service to an applicant, who at the time of the application, is indebted to GW for water service previously furnished, or water and other services previously billed jointly, to such applicant or to any other member of the applicant's household or business.
- (c) Without notice in the event of:
 - (1) A condition determined by GW to be hazardous.
 - (2) A customer's use of equipment in such a manner as to adversely affect GW's service to others.
 - (3) Unauthorized use of water.
- (d) For willful waste of water or failure of customer to comply with reasonable water restrictions as imposed by Greenville Water.
- (e) For failure of the customer to permit GW reasonable access to its water usage equipment.
- (f) For tampering with equipment furnished or owned by GW.

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4.110.2 Termination of Service

In the event of non-payment of charges billed for water and/or other services, GW shall terminate the water service to the customer, or to the property owned or occupied by or through permission of the customer, according to the following rules and regulations:

- (a) Joint billing and collection for water and other services shall be under the direction and control of Greenville Water.
- (b) Termination of water service for non-payment of joint water and other service bills shall be in accordance with the rules, regulations and policies of Greenville Water and Greenville Water's contract(s) with other applicable service providers.
- (c) Billings shall include a Due Date on which payment can be made without penalty.
- (d) Billings shall show the Delinquent Charge (as shown at <https://www.greenvillewater.com/customer-service/rate-information/#SERVICE-CHARGES>) to be added in the event payment is not made by the Due Date.
- (e) Past due payments not received and posted to the account by close of business on the nonpayment past due date stated on the current bill, will be scheduled for disconnect the next business day and will be charged a Non-Pay Service Charge found at <https://www.greenvillewater.com/customer-service/rate-information/#SERVICE-CHARGES>. In order to restore service, the past due amount and any fees incurred must be paid.
- (f) Water service will not be restored until payment has been received for all past due jointly billed water and other service charges, late charges, and charges for termination and reconnection.
- (g) An explanation of delinquent and nonpayment charges can be found at <https://www.greenvillewater.com/customer-service/delinquent-charges>.

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4.110.3 Discontinuing Service to Multi-Service Meters

Such right to discontinue service shall apply to all service received through a single tap or service, even though more than one tenant is furnished service therefrom.

4.110.4 Customer Liable for Payment – Discontinued Service

Discontinuance of service by GW for any cause stated in these Rules and Regulations shall not release the customer from liability for services already received.

4.110.5 Liability Disclaimer – Discontinued Service

In the event bills for water and/or other services are not paid when due, service will be discontinued in accordance with these Rules and Regulations and not again restored until all bills are paid. Greenville Water shall not be liable for any damages incurred as a result of discontinuing service even though payment of such bills is made on the same day or the day before service is actually discontinued.

4.120 Meter Jumper – Charges for Disconnecting and Reconnecting Service

The customer's service may be disconnected at the water main where the meter has been removed by GW and a meter jumper is found installed upon subsequent inspection. The estimated costs involved in removing the jumper and disconnecting and reconnecting the service, along with the water and other charges due based on the estimated amount of the water used (never less than the monthly minimum) through the jumper or other by-passing device, will be added to all other charges due and will be collected before the service is restored.

4.130 Returned Payments

A "Returned Payment" charge as shown at <http://www.greenvillewater.com/customer-service/rate-information/#SERVICE-CHARGES>, shall be collected, in addition to all other charges due, from an applicant or customer in the event that a payment method fails for reason of insufficient funds, account closed, or for any other reason. The bill or charge will revert to an unpaid status and, when past due, shall be subject to the provisions of Sections 4.110.

CUSTOMER'S PREMISES AND EQUIPMENT

5.10 Pollution of Water Supply – Cross Connection

It shall be unlawful for any person, firm or corporation to pollute the water supply. Cross connections between the Greenville Water water supply and other supplies are prohibited by the regulations of both the United States Environmental Protection Agency and the South Carolina Department of Health and Environmental Control ([SC DHEC](#)). Either a single check valve, a dual-check valve, a double check valve assembly or a reduced pressure principle backflow prevention device is required on all service lines, depending on the degree of health hazard at each location. A minimum of one check valve must be installed before any branch outlets from the service line. On all lines serving private fire protection systems, a minimum of a double-check detector assembly must be installed near the public or street right of way or in the riser room, if the tap is within fifty feet of the riser. Should the property owner not comply with these requirements within a reasonable time after notice, the water may be shut off without any liability on behalf of Greenville Water. Refer to the following website for additional information: <http://www.greenvillewater.com/engineering/crossconnectioncontrol/>.

5.20 Maintenance of Area Surrounding Fire Hydrants

Fire hydrants shall be painted canary yellow. Fire hydrants shall be provided with five (5) feet of clearance on the front and sides of the fire hydrant and two (2) feet of clearance on the back of the fire hydrant. No trees, bushes, shrubs, fences, structures or other obstructions shall be located within this clearance in order to keep the fire hydrant accessible to Greenville Water and fire departments.

5.30 Customer's Shutoff Valve

A separate, accessible valve or cut-off on the customer's premises is to be installed within 5 feet of the meter by the property owner for the customer to control their water supply.

5.40 Pressure Reducing Devices

Where the water pressure exceeds 80 pounds per square inch (psi), Greenville Water recommends that a pressure reducing valve be installed by the customer on the service line, between the meter and the first usage point.

5.50 Pressure Increasing Devices

Any equipment to be installed by the customer to increase water pressure, such as booster pumps, must be approved by Greenville Water prior to installation.

CUSTOMER'S PREMISES AND EQUIPMENT

5.60 Residential Irrigation Systems

Policy pertaining to single-family residential in-ground irrigation systems and an online application for residential irrigation water service can be found at: <http://www.greenvillewater.com/engineering/irrigation-meters/>.

All residential irrigation systems shall have a dual check valve or a double-check valve assembly at an approved location on the customer's side of the water meter in order to protect the public water supply. Customers will be responsible for ensuring that the dual check valve is replaced with a new dual check valve once every ten years. Customers with a double-check valve assembly shall have these devices tested by a SC DHEC certified tester once every five years or replaced with a dual check valve. This policy in no way precludes Greenville Water from requiring, at the customer's expense, the replacement of the dual check valve with a new dual check valve or the testing of double-check valve assemblies used for this purpose more frequently. Failure to comply with this policy may result in service discontinuance.

5.70 Commercial Irrigation Systems

All commercial irrigation system connections shall have, at a minimum, a double-check valve assembly at an approved location on the customer's side of the water meter in order to protect the public water supply. These devices shall be tested by a SC DHEC certified tester every year. Any device that fails the test shall be replaced or repaired immediately. Failure to comply with this policy may result in service discontinuance.

Commercial irrigation systems are charged the capacity fee found at: <http://www.greenvillewater.com/development-fees/>.

5.80 Drought Response Measures Related to Irrigation Systems

All irrigation systems are subject to the Greenville Water Drought Response Plan.

5.90 Private Fire Protection Systems

5.90.1 Purpose and General Requirements

Private fire protection systems provide additional, on-site protection to larger area buildings, tall structures, basements with limited accessibility and high-risk facilities such as warehouses, hotels and hospitals.

CUSTOMER'S PREMISES AND EQUIPMENT

Generally, a private fire system is completely independent of the customer's internal domestic water system. A common system may be utilized, providing it is controlled by a fire-line type meter to measure all water used for billing purposes, including water used for testing and firefighting.

5.90.2 Application and Contract for Service

An applicant for private fire protection service is required to apply to Greenville Water and sign a Contract for Private Fire Protection Service. In executing the contract, the customer agrees to abide by all applicable provisions of these Rules and Regulations, in addition to the following specific requirements: (a) No installation of a private fire protection system or alterations, additions or connections thereto shall be made without the prior submission of plans to, and approval by, Greenville Water; (b) The system is installed and maintained in such a manner as to prevent leakage, waste and backflow into Greenville Water's water supply (note Section 5.10); (c) Where such system is unmetered, no water shall be used from any hydrant or connection thereto except to fight fire or for official fire insurance inspection and testing purposes. Where water is wasted or used for unauthorized purposes, Greenville Water reserves the right to install a meter at the customer's expense and to bill the customer at the established rate for such water usage; (d) Violation of any of the above requirements or other applicable provisions of these Rules and Regulations constitutes grounds for Greenville Water to immediately cancel the contract for this service (refer to Sections 4.100.5 and 4.110); and (e) The customer assumes all responsibility for the condition and sufficiency of the customer's supply main and indemnifies and holds harmless Greenville Water from any and all claims for loss or damage caused by fire or any other cause relating to the existence of the fire protection service. Refer to Section 5.90.5 "Private Fire Service Liability Disclaimer".

5.90.3 Installation Requirements and Connection Charges

Plans showing the site piping, valves, vault construction and required backflow prevention equipment are required to be submitted to Greenville Water for approval prior to installation or revision of a private fire protection system. The connection to serve a private fire protection system will not be made by Greenville Water until all required plans have been received and approved by Greenville Water and the specified vault construction requirements have been met. Schedules of applicable tapping fees can be found at: <http://www.greenvillewater.com/development-fees/>.

CUSTOMER'S PREMISES AND EQUIPMENT

5.90.4 Charges

A schedule of charges for private fire protection service is shown at:

<http://www.greenvillewater.com/customer-service/rate-information/>. These charges are applicable to all unmetered fire protection systems.

5.90.5 Private Fire Service Liability Disclaimer

Greenville Water attempts to provide water pressure and flow rates generally adequate for fire protection needs, where financially and physically feasible. However, Greenville Water performs no fire-fighting service and is not an insurer against loss or damage caused by fire; consequently, it does not assume liability for any such damages.

5.100 Access to Customer's Premises

Authorized Greenville Water personnel shall have the right of access to the premises supplied with water or private fire protection service during all reasonable hours for the purpose of reading and maintaining its meters, examining fixtures, piping, valves and other related equipment; for observing the manner of water usage; for checking potential cross-connections; for examining and testing backflow prevention devices and for any other purpose which is proper and necessary in the conduct of Greenville Water's business and to ensure compliance with these Rules and Regulations.

LIABILITY & ADMINISTRATION

6.10 Liability of Greenville Water

6.10.1 General

These “Rules and Regulations” are a part of all arrangements for receiving water service, private fire protection service or other services billed through Greenville Water and apply to all such services, whether the service is based upon contract, agreement, signed application, or otherwise. In accepting an application for water service, Greenville Water shall not be responsible for any loss or damages resulting from the breaking of any pipeline, service line or appurtenance; high, low or fluctuating pressure; interruption of water service, or for any cause whatsoever.

6.10.2 Interruption of Service

Greenville Water will make reasonable efforts to avoid interruptions of service, but does not guarantee to the customer any fixed pressure or continuous service. When service interruptions occur, service will be reestablished within the shortest time practicable, consistent with safety. Greenville Water reserves the right to stop and restrict the supply of water whenever it may be found necessary, and shall not be liable, under any circumstances for a deficiency or failure in the supply of water, whether due to shutting off water to make repairs or connections, or for any cause whatsoever.

In connection with the operation, maintenance, repair or extension of the water system, the water supply may be shut off without notice, when necessary or desirable; and each customer assumes the risk of such emergencies. Greenville Water shall not be held liable for any damages from such interruption of service or for damage from the resumption of service without notice, after any such interruption. Planned interruption, where practical, will be made at times that will not cause unreasonable inconvenience to customers and reasonable efforts will be made to give prior notice to those customers who will be affected. Failure to notify a customer of such interruption, however, shall not be grounds for damages.

6.10.3 Pressure Fluctuations

Greenville Water shall not be liable for any damages to a customer’s plumbing or property caused by high pressure, by low pressure, or by fluctuation in pressure in the water mains.

6.10.4 Fire Protection

Where a planned interruption of service affecting either public or private fire protection systems is to be made, Greenville Water will notify the appropriate officials or affected

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customers. Prior notice of emergency interruptions cannot be given; however, all reasonable efforts will be made to restore service as soon as practical, consistent with safety. Greenville Water performs no firefighting service and is not an insurer against loss or damage by fire; consequently, assumes no liability for any such damage.

6.20 Administrative Determinations and Procedures

The Greenville Water Chief Executive Officer is authorized to make such administrative determinations and to establish such administrative procedures, supplemental regulations and specifications as are deemed necessary for the proper operation of Greenville Water and the administration of these Rules and Regulations; provided such determinations, procedures, supplemental regulations and specifications are not inconsistent with these Rules and Regulations.

6.30 Revisions and Amendments

These “Rules and Regulations” may be revised, amended, supplemented, or otherwise changed from time to time by Greenville Water. Such changes, when effective, shall have the same force as the present “Rules and Regulations.”

6.40 Separability

If any clause, sentence, paragraph, section or part of these “Rules and Regulations” shall be declared invalid, or unconstitutional, it shall not affect the validity of the remaining parts of these “Rules and Regulations.”

6.50 Filing and Posting

A copy of these “Rules and Regulations” shall be kept on file and open to inspection at Greenville Water and at <http://www.greenvillewater.com/rules-regulations/>.