

# **Harpersville Water Board**

## **Rules and Regulations**

### **Office Hours**

Monday-Friday 8:00 – 4:00

Lunch 12:00 – 12:30

Saturday-Sunday Closed

Office # (205) 672-9961 ext 200

### **Billing Address**

Harpersville Water Board

PO Box 340

Harpersville AL, 35078

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**SECTION 1. GENERAL**

- (A) The Rules and Regulations in their entirety as set forth herein or as they may hereafter be altered or amended by the Board of Directors shall govern the rendering of water service, including the extension of mains and installation of customer service connection, and every water user upon signing an application for water service, or upon the taking of water service shall be bound thereby.
- (B) The Water Board reserves the right to alter, amends, and/or add to these Rules and Regulations at any time in a regular and legal manner with or without notice to the individual customers. Such action will be binding upon every water user from the effective date of such action.

**SECTION 2. DEFINITIONS**

- (A) “Water Board” means The Water Board of the Town of Harpersville acting from time to time by and through its duly authorized directors, employees, and agents.
- (B) “Water User” means any party who receives water service from the Water Board or who is legally and equitably responsible under either an expressed or implied contract requiring such party to pay the Water Board for such service.
- (C) “Board” means the Board of Directors of the Water Board.

**SECTION 3. SCHEDULE OF RATES AND CHARGES**

(A) Tap-on fees:

¾” Meter Service	:	\$1800.00
1” Meter Service	:	\$2500.00
2” and > Meter Service	:	Quoted at current time

(B) Deposits

¾” – > Meter Service (Property Owner)	:	\$100.00
¾” – > Meter Service (Rental)	:	\$100.00
Fire Hydrant Meter	:	\$500.00

(C) Non-Refundable Fees

Activation Fee	:	\$25.00
For water users with existing tap		
Re-Connect Fee	:	\$50.00
Late Payment Fee	:	\$10.00 or 10% whichever is >
Returned Check Fee	:	\$25.00

(D) Water Rate Schedule

1. 3/4" - > Meter Serving One Residence

First 0-2,000 gallons	:	\$16.20 minimum bill
2,000-12,000 gallons	:	\$ 6.52 per 1,000
12,001-15,000 gallons	:	\$ 7.39 per 1,000
15,001 & greater	:	\$ 7.55 per 1,000

2. MULTIPLE HOOK-UP RATE

(Two residents on one meter)  
(This rate is no longer offered to any one)

(E) Lock Tampering Fee

Lock Tampering Fee	:	\$300.00
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(F) Other Fees

Meter Testing Fee	:	\$150.00
Meter Re-Read Fee	:	\$15.00
Data Logging Fee	:	\$15.00
State Permitting Tap Fee	:	\$1,000.00 - \$1,200.00
<small>(Hwy 25, 231,76, 280)</small>		

**SECTION 4. APPLICATION FOR SERVICE**

- (A) Each applicant desiring water service shall be required to sign all documents required by the Water Board before service is supplied to the applicant.
- (B) Applicant(s) shall provide a copy of a lease, deed, or mortgage and/or such other information as may reasonably be required by the Water Board to enable it to provide the requested service. The lease, deed, or mortgage must contain the name(s) of the lessee and lessor; seller and purchaser; address of the premises and the effective date of said instrument.
- (C) Applicant(s) must provide a social security/federal tax ID number, and valid photo ID upon application for service.
- (D) Property Owner or his/her authorized agent is required to sign an agreement with the Water Board if the applicant is not the same as the Property Owner.

- (E) The applicant(s) agree that the Water Board shall have a lien upon the property serviced by the Water Board. The Water Board has the right to lock any meter for non-payment of water service and shall maintain a lien until any such charges are paid.
- (F) A non-refundable Activation Fee, listed in Section 3 (C) “Non-Refundable Fees”, shall be paid by the applicant before water is turned on.
- (G) The Board shall have final authority in the interpretation and intent of all Water Users agreements in the event such interpretation is necessitated by the circumstances outside those items specifically covered in the agreement. Interpretations shall be based upon past standard policies and practices of the Board or by the establishment of policy by the Board to be added to these Rules and Regulations henceforth.
- (H) Should any person(s) occupying any premises where the water service is on and fail to apply to the Water Board for service within seventy-two hours after occupying such premises, he/she shall be liable for all charges for water service at said premises that have accrued since the last regular reading of the meter prior to the date said new Water User occupied such premises.
- (I) Each applicant requesting water service which requires the installation of a new service connection shall, upon application for water service, pay a non-refundable tap-on fee in accordance with the Section 3 (A) “Tap-on fees”.
- (J) Water furnished to a given lot shall be used on that lot only. Each Water User’s service must be separately metered at a single delivery and metering point.

## **SECTION 5. DEPOSITS**

- (A) A deposit shall be required by any Water User before water service is supplied in accordance with the Section 3 (B) “Deposits”.
- (B) Upon termination of service, the Water Board will send a final bill to the Water User. If bill is not paid by the due date, the deposit will be applied by the Water Board, against any unpaid water bill(s). If any deposit balance remains after such application is made, said deposit balance shall be refunded to the Water User without interest. In cases that the Water User still owes an amount on water bill(s) after deposit has been applied, the Water Board will send a bill/letter stating the amount owed immediately. The Water Board will set a lien upon the property serviced by the water meter.
- (C) An additional deposit may be required by the Water Board, if deemed necessary.

(D) Deposit refunds shall be made only to the person in whom the water service account was named. Proper identification may be required in order to obtain deposit refund.

(E) No deposits will be kept on file if there is no active account.

#### **SECTION 6. POINT OF DELIVERY**

(A) The point of delivery is the point on the road right of way or on the Water Users Property, as designated by the Water Board, where the meter will be located. All pipe, plumbing and equipment on the Water Users side of the meter shall be installed, owned and maintained by the Water User. The Water User shall permit the Water Board to install a meter on the Water User's property and convey any necessary easements to the Water Board, when this is desirable from the stand point of the Water Board.

(B) Any request by the Water User for the relocation of the water meter due to any reason shall be limited to a reasonable distance as determined by the Water Board from the original location. The Water User shall bear the full cost including any tap-on fees required.

#### **SECTION 7. WATER USER PLUMBING STANDARDS**

(A) All plumbing of the Water User must conform to the requirements of any local governing body having jurisdiction over the area, and to the accepted modern standards as exemplified by the requirements of the National Plumbing Code latest edition, the State of Alabama Health Department, and all other Federal and State Laws.

(B) Pursuant to the 1986 Federal Safe Drinking Water Act, the use of any plumbing solder, piping or fixtures containing Lead is banned from use in potable water piping and plumbing. The Water Board has the right, but not obligation, to inspect any new plumbing construction and to refuse water service to such construction until the construction complies with the above said standards, requirements and laws.

(C) A stop and waste cock or cut-off valve must be placed in the water line on the premises of the Water User to be used in case of a break, freezing or other necessity, whereby pipe to be repaired can be cut off without the necessity of using the Water Board's cock or curb stop. The stop and waste should be located at the entrance of any structure located on the premises, preferably on the line just outside the structure served.

#### **SECTION 8. GROUND WIRE ATTACHMENTS**

The Water Board does not authorize or approve the grounding of electric service

to water pipes. The Water Board assumes no direct or indirect responsibility or obligation in connection with installation of water pipe ground connections, or for any maintenance of the integrity or continuity of any such ground attachment or connection made to a water pipe system. Should such grounding attachment cause damage to the mains, equipment, or personnel of the Water Board, service will be discontinued until corrective action is taken by those responsible and restitution is made by the Water User for any and all damages.

## **SECTION 9. INSPECTIONS**

The Water Board shall have the right, but shall not be obligated, to inspect any installation before water is introduced or at any later time, and reserves the right to reject any plumbing or appliances not in accordance with standards referred to herein, but such inspection or failure to inspect or reject shall not render the Water Board liable or responsible for any loss or damages resulting from defects in the installation, plumbing, or appliances, or from violation of Rules and Regulations of the Water Board, or from accidents which may occur upon the Water Users premises.

## **SECTION 10. WATER USERS RESPONSIBILITY FOR WATER BOARD PROPERTY**

All meters, service connections, and any other equipment furnished by the Water Board shall be, and remain, the property of the Water Board. The Water User shall provide a space for, and exercise proper care, to protect the property of the Water Board on his/her premises or adjacent thereto, and in the event of loss or damage to Water Board property, arising from any intentional acts, negligent or neglect of the Water User to care for same, the cost of necessary repairs or replacements shall be paid for by the Water User.

## **SECTION 11. RIGHT OF ACCESS**

- (A) Duly authorized agents of the Water Board shall have access, at all reasonable hours, to the premises of the Water User, for the purpose of reading meters, testing, repairing, maintaining, flushing, installing, removing or exchanging any or all equipment belonging to the Water Board and inspection of the Water Users plumbing and equipment.
- (B) Water Board shall have the right to install a Water Board lock or obtain a key to the Water Users lock on any gate which prevents ready access to Water Board equipment including meters, lines, flush valves, valve boxes, etc...
- (C) The Water Board reserves the right to relocate any meter service at the Water User's expense which has been fenced or blocked in any manner which would prevent Water Board employees from reasonable direct access to the meter

service. Said right of relocation shall also extend to the endangerment of Water Board personnel by unrestrained animals on or near the Water Users property.

- (D) Any attempt to restrict or prevent access to Water Board equipment including but not limited to meters, water lines, flush valves, valve boxes, etc... may result in legal action and/or discontinuance of water service.

## **SECTION 12. BILLING**

- (A) Any unlocked service account with a meter installed shall be considered an active account whether the Water User avails himself of the service or not and shall be billed a minimum bill or for the amount of the water used each month.
- (B) Upon discontinuance of service whether by request of the Water User or by termination by the Water Board, the Water Board reserves the option to remove the meter or to place a lock or locking device on the Water Board cut-off valve. Continuation of billing will be based on the status of the account at the time of discontinuance.
- (C) In the event the customer wants the meter re-read, a Re-Read Fee, listed in Section 3 (F) "Other Fees", will be added to the bill if the meter reading was correct.
- (D) Active accounts shall be billed every month. Billing will be based upon the rate schedule in Section 3 (D) "Water Rate Schedule" and is due the 15th of each month.
- (E) In the event the customer wants the meter data logged, a Data Logging Fee, listed in Section 3 (F) "Other Fees", will be added to the bill.

## **SECTION 13. LATE CHARGES**

(Late charges are added on the 16th of the month)

A Late Payment Fee, listed in Section 3 (C) "Non-Refundable Fees", will be added to water account(s) if not paid by the 16th of the month.

## **SECTION 14. RETURNED CHECK**

- (A) If for any reason a check is returned unpaid, a Returned Check Fee as listed in Section 3 (C) "Non-Refundable Fees" plus any bank fees will be added to the amount of the returned check.



- (B) If backing out the returned check results in a past due amount of \$25.00 or more over 30 days past due as of the 16<sup>th</sup> of the current month, Cut-Off for Non-Payment will occur after 14 days from the date of the notification letter.
- (C) The Water User will be subject to legal action by the Water Board for the collection of the amount of the check, penalties, attorney fees, and, collection costs.

## **SECTION 15. DISCONTINUANCE OF SERVICE BY THE WATER BOARD**

- (A) Cut-Offs for Non-Payment will be performed on the 17<sup>th</sup> or the following work day if an account has a past due amount of \$25.00 or more over 30 days past due as of 16<sup>th</sup> of the month.
- (B) If Cut-Off for Non-Payment is a result of a returned check, Cut-Off may occur upon receipt of notification of returned check for any reason as outlined in Section 14.
- (C) The Water Board reserves the right to discontinue its service without notice for the following additional reasons:
  - 1. To prevent fraud or abuse
  - 2. Consumers willful disregard of the Water Board's rules
  - 3. Emergency repairs
  - 4. Insufficiency of water supply due to circumstances beyond the Water Board's control
  - 5. Legal processes
  - 6. Direction of public authorities
  - 7. Strike, riot, fire, flood, accident or any unavoidable cause
  - 8. Direction of public authorities
  - 9. The occurrence of any act which, in the opinion of the Board of Directors of the Water Board, would be a violation of Section 13 A-8-23 of the Code of Alabama as last amended. Neither the Water Board, nor its directors, employees nor agents shall be liable to the Water User for a determination that an act of a Water User would be or is in violation of said Section 13A- 8-23 so long as said determination is made in good faith by said directors, employees or agents.
  - 10. Should any person, firm or other entity be deemed by the Directors or any employee or agent of the Water Board to have committed any act giving rise to a discontinuance of service under the provisions of Section 14 (E) 1, 2 or 9, then in order to obtain service restoration there shall first be paid to the Water Board a Re-Connect Fee listed in Section 3(C), all delinquent charges and any additional costs incurred by the Water Board.

(D) The Water Board may, in addition to prosecution by law, permanently refuse service to any consumer who tampers with a meter or other measuring device.

## **SECTION 16. RECONNECTION OF SERVICE**

(A) Any Water User which has been disconnected due to non-payment must pay all delinquent amounts including current amounts, Re-Connect Fee, and any and all additional penalties/fees before water service will be restored.

(B) Reconnection request received after 4:00 p.m. shall not be made until the following business day. Reconnects shall not be made on nights, weekends or holidays.

(C) The Water Board will not be responsible for any damage to the Water User equipment, plumbing, or property due to the disconnection and/or subsequent reconnection of water service.

(D) Water service shall not be restored to any service location in which a Water Service has been disconnected for non-payment except for the following reasons:

1. The service location has changed legal ownership and the Water Board has determined the debt of the Water User to be uncollectable.
2. Legal occupant(s) have changed. This requires that the property owner and authorized agent (if any) be notified of all delinquent amounts and a lien will be placed on the property.
3. Receipt of payment for all delinquent charges.

(E) Repeated disconnections of rental properties shall subject the legal owner to requirements by the Board for placement of a security deposit by the Owner for such rental property. The Board shall determine the amount of said deposit.

(F) If it is found that a lock on the meter has been cut, broken or tampered with, in any way, the Water User/Property Owner will be charged a Lock Tampering Fee listed in Section 3 (E). The Lock Tampering Fee must be paid or, in the case of a rental property, a lien has been placed on the property before water will be reconnected.

## **SECTION 17. INTERRUPTION OF SERVICE**

(A) The Water Board shall use reasonable diligence to provide a regular and uninterrupted supply of water, but in case the supply of water should be interrupted for any cause, the Water Board shall not be liable for damages resulting there from.

- (B) It shall be the responsibility of the Water User to provide and install at his/her expense any regulating device, check valve, or backflow prevention device to prevent possible damage to his/her plumbing and fixtures, which may occur due to the interruption of the water supply.

## **SECTION 18. USE OF PRESSURE REGULATING DEVICES**

The Water User shall be responsible for the installation and maintenance of any pressure-regulating device installed in his/her service line. The Water Board does not require a Water User to install a pressure-regulating device, but will advise a Water User, upon request, the approximate water pressure available at the meter.

## **SECTION 19. FIRE HYDRANT OPERATION**

- (A) Fire hydrants shall be operated only by authorized personnel or under the direction of the organized fire departments operating in the area. Water used through hydrants shall be for the purposes associated with fire fighting only, unless the prospective user first contacts the Water Board and contracts for other use.
- (B) Anyone opening a fire hydrant shall be responsible for all water used or wasted and liable for payment of same, and any and all damage caused thereby.
- (C) If fire hydrant use granted by the Water Board for purposes other than fire protection, a fire hydrant meter shall be installed. The Fire Hydrant Meter Connection Fee and deposit must be paid before the meter is installed and used. The meter will be billed at the normal rate and the customer will be responsible for the damage or loss of meter. (See Section 3 for appropriate Deposits, Fees, and Water Rates.)
- (D) A Hydrant use permit will be granted by The Harpersville Water Board to the water user for the temporary use of a certain fire hydrant. The water user must have the permit in hand when he or she is using the hydrant. All city employees have the right to ask you to show the permit at any time the hydrant is being used. If the water user has no permit and is using the fire hydrant unlawfully, they will be fined a “Tampering Fee” Section 3 (E). Water users are responsible for any damages they may cause to the hydrant.

## **SECTION 20. METERS REQUIRED**

It is the policy of the Water Board that a separate metered connection will be required for each residence or family unit or small business. Any Water User found in violation of this policy will be charged for a new tap, and water will be disconnected until tap charge is paid.

## **SECTION 21. NOTICE OF TROUBLE**

The Water User shall notify the Water Board immediately should there be any defects, trouble, accidents, or leaks affecting the supply of water.

## **SECTION 22. NON-STANDARD SERVICE**

The Water User's requiring larger than standard size 3/4 service or any other than standard up grade. Will be charge for that up grade.

## **SECTION 23. COMPLAINTS - ADJUSTMENTS**

- (A) If the Water User believes his/her bill to be in error, he/she shall present his/her claim, in person, at the office of the Water Board before the bill becomes delinquent. Such claim shall not be effective in preventing Late Payment Fees or discontinuance of service as heretofore provided. The Water User may pay such bill under protest and said payment shall not prejudice his/her claim.
- (B) The Water Board will make special meter reading at the request of the Water User for the Meter Re-Read Fee listed in section 3 (F) provided, however, if such special reading discloses that the meter was over-read, no charge will be made.
- (C) Meters will be tested at the request of the Water User upon payment of the Meter Testing Fee listed in section 3 (F) to the Water Board provided, however, if the meter is found to over-register beyond three percent (3%) of the correct volume, an adjustment shall be made in the Water Users bill over a period of not more than thirty (30) days prior to the date of such test, and the cost of making such test shall be borne by the Water Board including repairing and or replacing the meter.
- (D) If the seal of a meter is broken by other than the Water Board's representative or if the meter fails to register correctly or is stopped for any cause, the consumer shall pay an amount estimated from the record of his previous bills and/or from other proper data.
- (E) The water bill must be over the sum of \$125.00 for one month's usage before the water user will be eligible for an adjustment by the Water Board. If the sum does not meet that amount, the water user must pay the bill in full and will not get an adjustment.
- (F) A Water User with at least 12 months of continuous service may request a bill adjustment due to a leak only once within 12 months. The request must be made in writing which includes, but not limited to, name on account, service address, date leak discovered, date leak repaired, description of leak including location, any receipts, and a signed statement from the company or person completing the repairs providing a detailed description of exact repairs and location of leak.

1. Water User should submit a request for a leak adjustment to the Water Board before the bill becomes delinquent only if the sum is greater than \$125.00 for one month's usage. A leak adjustment request shall not be effective in preventing Late Payment Fees or discontinuance of service as heretofore provided. The Water User may pay such bill and said payment shall not prejudice his/her request.
2. The adjustment for a leak will be calculated as follows.
  - a. An Average Water Usage will be calculated from the 12 months of usage prior to the bill including the usage caused by the leak.
  - b. The water usage caused by the leak is the difference between the Average Water Usage and the total water usage listed on the bill.
  - c. The Average Water Usage will be charged at the normal rate.
  - d. The water user will only get 1 adjustment.
3. An adjustment for a leak will not span more than 2 billing cycles.

#### **SECTION 24. EXTENSIONS AND ADDITIONS FOR FIRE PROTECTION**

The Water Board shall at the request of a Water User, Municipality, or Fire Department for fire protection service, provide additions, extensions, and/or improvements where feasible, only at the expense of the requesting party for such additional pipeline and equipment required, and such improvements shall be the property of the Water Board who shall maintain and operate as part of its regular system. This shall include the installation of additional fire hydrants to existing water mains.

1. If someone pays for a line extension, they shall not receive any money back from the Water Board if someone ties onto that line or extends it further.

#### **SECTION 25. EXTENTIONS TO SUBDIVISIONS AND PROPERTY DEVELOPMENT**

(A) All requests for extensions and development must be submitted to and approved by the Water Board Engineer. The Water Board will require each prospective subdivision or property developer to submit a legal plat of said proposed development upon request for water service. Plat shall include the following minimum information:

1. Legal description of parcel to be developed.
2. Location and width of street right of way (s).
3. Lot sizes, number and location.
4. Elevation contours-minimum 20ft. interval.
5. Proposed phase development, if applicable.
6. Restrictions pertaining to further lot subdivision, if any.

7. Location and width of utility easement(s).

All requests must meet Water Board requirements and specifications

- (B) At the request of the Developer, the Water Board will provide the Developer with a cost estimate for the construction by the Water Board of the necessary mains and appurtenances to provide the requested water service. Said construction shall be installed as so specified at the expense of the Developer and shall become the property of the Water Board who shall be responsible for their operation and maintenance.
- (C) The Developer shall also have the option of contracting the construction of the mains and appurtenances to a state licensed water works contractor upon the approval of the Water Board. Said construction shall be in accordance to a preapproved set of plans, and specifications provided by the Water Board. Developer shall be responsible for engineering and inspection fees incurred by the Water Board in connection with said construction. Upon final acceptance of the construction by the Water Board, the mains and appurtenances shall become the property of the Water Board who shall be responsible for their operation and maintenance after one year. Contractor and Developer shall warrant all work, labor and material for a period of one year from the date of acceptance.
- (D) Any commercial developer will be required to submit a set of mechanical drawings to the Water Boards Engineer at the developer's expense.

**SECTION 26. CROSS CONNECTION**

- (A) No cross connection of any kind shall be made between the Water Board mains and a water supply from any other source. No connection shall be made, nor facilities installed, whereby it will be possible for water once delivered to the customer's service line to be reintroduced into the system of the Water board.
- (B) The Water User shall be responsible for the installation, maintenance, and a periodic testing of any required backflow prevention device as determined by the Water Board. The size, type, and degree of protection shall be determined by the Water Board, in accordance to the known degree of potential hazard present on the Water User's premises.
- (C) The Water User shall advise the Water Board of any and all real or potential cross-connection hazards on his/her premises upon application for water service or upon their subsequent creation or discovery.
- (D) The following constitute the formal policy of the Water Authority regarding cross-connection control:

1. No person shall install, permit to installed or maintain any cross-connection between pipes carrying potable water from the Water Board and any other sources of supply, including private wells, tanks, equipment, or industrial piping containing used water, water of questionable quality, hazardous or otherwise contaminated water or substances except whereas approved by the Water Board Engineer and suitable backflow prevention device are installed.
2. No water service to any premises shall be installed or maintained by the Water Board unless the public potable water supply is protected against actual or potential cross-connection as required by the regulations of the State of Alabama, Alabama Department of Environmental Management, and the policy of this Water Board.
3. Right of Entry: Authorized representatives from the Water Board shall have the right to enter any buildings or premises served by the Water Board during normal business hours to perform any inspection required by this policy. With respect to inspection of single family residences, consent must first be granted from the premise owner or authorized agent of the owner. Refusal to allow entry will be grounds for discontinuance of service. Any inspection or failure to inspect by the Water Board will not relieve the Water User of his/her responsibilities as set out by this policy and shall not infer any liability upon the Water Board for any violation of this policy by the Water User.
4. Where installation of a backflow prevention device is required, the containment type device required will be determined based on the degree of hazard, an assessment of risk the Water User's water system poses to the public water system should backflow occur through uncorrected cross-connections. Approved devices shall be installed on the service connection(s), to any premises that is identified as having a potential for backflow. If, after written notice to the premise owner or Water User, a failure, refusal or inability on the part of the Water User to install a required device within the time allowed shall constitute grounds for discontinuing water service to the premises until such device has been installed,
5. Facilities or water use conditions requiring installation appropriate to the degree of hazard of an approved backflow prevention assembly device are, but are not limited to the following:
  - a. All premises having an auxiliary water supply which is not or may not be safe bacteriological or chemical quality and which is not approved as an additional source to the public water supply shall be protected by installation at the meter service of an approved backflow prevention device appropriate to the degree of hazard.
  - b. All premises on which industrial fluids or any materials dangerous to health are handled in such a fashion as to create an actual or potential

hazard to the public water system, the public water system shall be protected against backflow from the premises by installing an approved backflow prevention device at the meter service appropriate to the degree of hazard

- c. All premises having internal cross-connections that cannot be permanently corrected or controlled or having intricate plumbing and piping or where entry to all portions of the premises is not readily accessible for inspection purposes making it impractical or impossible to ascertain whether or not cross-connection exist, the public water system shall be protected by installation of an approved back flow device.
6. The type of protective assembly required under Section 25 (D) 5 shall be commensurate, to the degree of hazard which exist as follows:
    - a. Any premises where there is an auxiliary water supply as stated in Section 25 (D) 5a of this policy the public water system shall be protected by an approved air gap separation or an approved reduced pressure principle backflow prevention device. The exception shall be in cases of private wells for single family residences that may or may not be physically connected to the potable water system, the minimum protection required shall be approved dual check type device.
    - b. In the case of any premises where there is any material dangerous to health, that is, or may be handled under pressure or which is handled in such a fashion as to create an actual or potential health hazard to the public water supply, the public system shall be protected by an approved reduced pressure principle backflow prevention device.
    - c. In the case of any premises where there is water or substances that would be objectionable but not hazardous to health or the Water Board if introduced into the distribution system, the public water system shall be protected by an approved air gap or approved double check valve device.
    - d. In the case of any premises where there are “uncontrolled” cross-connections, either actual or potential the public water System shall be protected by an approved air gap separation or an approved reduced pressure principle backflow device.
  7. Any backflow prevention device required shall be a type approved before installation by the Water Board and the approval of a favorable report by nationally recognized testing laboratories acceptable to the Water Board.



8. Any Backflow prevention device required shall be installed according to manufactures recommendations and according to any instruction furnished by the Water Board in locations approved by the Water Board and shall be readily accessible for maintenance and periodic testing.
9. Ownership, testing and maintenance of any device required shall be the responsibility of the Water User. Testing of required double check valve and reduced pressure principle devices shall be performed at least annually by persons certified to test backflow prevention devices or by persons acceptable to the Water Board and copies of such tests shall be forwarded to the Water Board within 10 days of such tests.
10. Failure by the Water User to perform annual testing and any subsequent maintenance required in order to keep the backflow prevention assembly in good working order shall be grounds for discontinuance of water service until such time as required testing and/or maintenance is performed by the Water User and written evidence of such is furnished to the Water Board.

#### **SECTION 27. FILING AND POSTING**

A copy of these Rules and Regulations shall be kept open to inspection at the office of the Water Board.

#### **SECTION 28. SCOPE**

This schedule of rules and regulations is part of the contracts for receiving water service from the Water Board, and applies to all services received from the Water Board whether the service is based upon contract, agreement, signed application, otherwise.

#### **SECTION 29. REVISIONS**

These Rules and Regulations may be revised, amended, supplemented or otherwise changed from time to time. Such changes, when effective, shall have the same force as the present Rules and Regulations. The board of directors shall have the power to make, adopt, alter, amend and/or repeal the Rules and Regulations of the Corporation by a majority vote of the entire Board of Directors at any duly called meeting.

#### **SECTION 30. CERTIFIED**

The undersigned certify that the foregoing Rules and Regulations have been adopted as the Rules and Regulations of the Corporation. Witness my hand and the seal of the authority on this the \_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

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Chairman

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Vice-Chairman

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Superintendent