

WATER SERVICE RULES & REGULATIONS

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APPENDIX A  
SAMPLE AGREEMENTS

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***I. DEFINITIONS***

- 1.1 As used in these rules the words and phrases listed below shall be deemed to have the following meaning:
- 1.2 “The Authority” shall mean the Livingston County Water and Sewer Authority.
- 1.3 “Applicant” shall mean any person making a request in writing for any service to be rendered or furnished by the Authority.
- 1.4 “Builder”, “contractor” or “real estate developer” shall mean any person owning or having an interest in a plot or tract of land who applies for a supply of water to such premises which are intended to be sold, conveyed or leased by said person to an owner or occupant.
- 1.5 “Customer” or “owner” shall mean the person legally or equitably responsible for payment of charges for water or other facilities and services furnished by the Authority.
- 1.6 “Delinquent Bill” shall mean any billing or statement covering charges for services by the Authority which has not been fully paid within thirty (30) days of the date of issuance.
- 1.7 “Dwelling Unit” shall mean an area intended to be used as living quarters which has a kitchen and toilet facilities.
- 1.8 “Occupant” or “consumer” shall mean the person actually in possession or control of any premises or part thereof.
- 1.9 “Person” shall mean an individual, firm, association, corporation, or governmental entity, howsoever denominated,
- 1.10 “Premises” shall mean
- a. a property or location whether or not occupied by a structure and shall include the entire front footage thereof abutting on a street, if any, whereat the service of water is requested or furnished for any part thereof;
  - b. a building or structure under one roof owned or leased or used by one customer, and occupied as one residence or one place of business;
  - c. a combination of buildings or structures owned or leased or used by one customer, in one common enclosure, occupied by one family, or one corporation or firm, as a residence or one place of business;
  - d. each unit of a multiple house or building or structure or condominium separated by a solid vertical partition wall, occupied by one family, or one firm, as a residence, or place of business;
- 1.11 “Private fire protection system” shall mean water mains, pipes, hydrants, sprinklers, and other facilities installed on private premises or on a public or private street or easement for the purpose of fire protection.

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- 1.12 “Public fire protection system” shall mean appropriate production, distribution, and storage facilities, water mains, pipes, hydrants and other facilities installed in a street and used for the public protection of premises from fire.
- 1.13 “Private street” shall mean any street, avenue, road or way that is not for any highway purpose under the jurisdiction of the legislative body of any village, town, city, county or the State of New York.
- 1.14 “Public street” shall mean any street, avenue, road or way that is for any highway purpose under the jurisdiction of the legislative body of any village, town, city, county or the State of New York
- 1.15 “Service connection” shall mean the facilities and equipment used to supply water to any premises and which are installed within the limits of the street or within an approved easement between the main and the curb box shutoff of the premises to be served.
- 1.16 “Service Unit” shall mean a single-family residential dwelling unit (i.e., single family homes, mobile homes, individual apartments). Multiple single-family dwellings on the same parcel shall each be considered an individual service unit. Non-residential, recreational, educational, commercial, and agricultural facilities will be assigned an equivalent number of service units based on meter type and size.

## ***II. APPLICATION FOR SERVICE***

- 2.1 All applications for the use of water at any particular premises must be made using the appropriate application form. On acceptance by the Authority, the application shall establish a relationship between the applicant and/or his or its successor owners of the premises and the Authority for the sale and use of water service in compliance with these RULES AND REGULATIONS, and including without limitation, the obligation to pay the Authority its established rates and charges.
- 2.2 No agreement will be entered into by the Authority with any applicant or customer for service that is delinquent in the payment of any charges for water or services at any premises now or heretofore leased, owned or occupied by the applicant or customer, or where at or with respect to any such premises there is any other material violation in the judgement of the Authority of these Rules.
- 2.3 Applications will be accepted subject to there being an existing main in a street or right-of-way abutting on the premises to be served but acceptance shall in no way obligate the Authority to extend its mains to service the premises excepting as hereinafter provided.
- 2.4 Whenever a person, and including without limitation, a municipal corporation or improvement district, shall make application to the New York State Department of Environmental Conservation for its approval to take a water supply or an additional water

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- supply from the Authority or from a municipal corporation or improvement district or other entity which is then supplied by the Authority, the applicant making such application shall file with the Authority on or before making such application to the State Department of Environmental Conservation a true copy of its petition, maps, plans, engineering reports, exhibits and other papers filed with said Department in support of its application.
- 2.5 Each premise as defined in Section 1.9 hereof shall have a separate application prepared for the service connection and the Authority will make no provision for sub-metering to occupants within the premises for separate billing. Any such sub-metering shall be the responsibility for the owner of the premises.
- 2.6 Applications for service connections by builders, contractors and real estate developers is incorporated in the provision for Main Extension Agreements as outlined in Section 3.1.
- 2.7 The Authority does not provide temporary water/sewer laterals; any such request is to be denied.
- 2.8 Whenever the owner or operator of a motor trailer court or park applies for the service of water to said court or park, there shall be furnished to the Authority, a map or plan thereof showing its location, the estimated number of trailers and other structures to be served, and the arrangements of roads, driveways and lanes affording access to and within the limits of the said trailer court or park.
- 2.9 It is understood and agreed that the Authority makes no guarantee as to pressure, quantity, or continuity of service, and shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure in the supply of water, whether caused by shutting off of water in case of accident or for alterations, extensions, connections, or repairs, or for any cause what other than such loss or damage, deficiency, or failure caused by the carelessness, fault, or neglect of the Authority, its agents, servants, assigns, and employees. In the event of an emergency or other necessity, the Authority shall have the right to shut off or reduce the flow of water for such periods as are necessary. The Authority shall restore service and make water available as soon as it can reasonably do so.
- 2.10 New Water Main Projects
- a. When the Authority is constructing new water main, the following procedure will be followed for the application and installation of water services to homeowners along the new main.
  - b. The Authority will publish and distribute a Notice outlining Application Procedures.
  - c. The Authority will publish and distribute a Notice to new customers regarding Connection Procedure and Schedule.

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- d. Once Applications for Services are received and deemed complete by the Authority, the Authority will collect the appropriate fees, set up a billing account, issue a water meter, and distribute Summary of Requirements for Water Service Installations to applicant.
  - e. The water customer shall be responsible for installing the portion of the new water service from the curb box to the home and shall be responsible for contacting the Authority or its designated agent to arrange for inspection of the water service installation. No service will be activated until it is inspected and approved by the Authority or its designated agent.

### ***III. INSTALLATION OF SERVICES***

#### **3.1 Service Connection-Water Service**

- a. Subject to any of the other applicable provisions of these Rules, upon written application for service by an owner of any property abutting on any public or private street, and upon payment of the applicable charge for size service and/or meter to be installed, the Authority will install (unless installation has already been completed pursuant to a Main Extension Agreement (Section 3.1b) or otherwise (Section 3.1c) operate, maintain, and when it deems necessary in its sole discretion, replace at its cost and expense, the service connection from the main up to and including the curb box shutoff, and furnish the appropriate size meter. It is further provided that easements acceptable to the Authority must be furnished at the applicant's expense where necessary for all water service installations. All service connections and all meters shall be and remain the property of the Authority.
- b. A service connection authorized for installation under a Main Extension Agreement (Section 6.1) will, at the expense of the builder, contractor or real estate developer, be installed from the main up to and including the curb box shutoff, subject to the requirements in Section 3.6 and as provided in the Main Extension Agreement. Said agreement also will, among other things, provide for the payment of the Account charge and notice of completion of the premises when the premises are transferred to an owner. The owner will pay the applicable charge for the size meter to be installed. The Authority will furnish the appropriate size meter. The Authority will maintain, and when it deems necessary in its sole discretion, replace at its cost and expense, the service connection between the main, including the curb box shutoff. It is further provided that easements acceptable to the Authority must be furnished at the applicant's expense where necessary for all water service installations. All service connections and all meters shall be and remain the property of the Authority.
- c. When advance taps exist or are installed in the water distribution system, the applicant will pay the applicable charge for the size meter to be installed at the time application is made.

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3.2 Service Connection-Public Fire Protection Service.

- a. Upon written application for public fire protection service by a municipality authorized by law to contract and pay for fire protection service, the Authority will furnish, place and install, at the expense of the applicant, hydrants and hydrant connections. All such hydrants and hydrant connections, so installed, shall remain the property of the Authority. All hydrants installed as part of real estate developments, main extensions or subdivisions shall be installed under Authority specifications. All hydrants and hydrant connections so installed by or for a developer shall become and remain the property of the Authority. The Authority will maintain all such hydrants (whether installed for a municipality or developer). The provisions of any contract in connection with the lease and operation of water facilities, which contains provisions relative to hydrant installations, shall be controlling where the terms thereof are inconsistent herewith.
- b. No hydrant shall be used for any purpose other than the extinguishing of fires, periodic tests of the fire protection system, or periodic drills by legally constituted fire companies, or as authorized by the Authority. The Authority shall be notified in advance of the time of all test and drills so that, if desired, the Authority may have a representative present. Such notification may be given in writing or by telephone to the principal office and place of business of the Authority.
- c. Proper fire officials shall notify the Authority within twenty-four (24) hours after the use of an Authority hydrant for public fire protection in order that the Authority may inspect the hydrant and determine whether it has been returned to its proper operating condition. Similar reports shall be made of any unauthorized hydrant, use observed by or reported to public officials. In addition to any other penalty available in these rules, unauthorized hydrant use will be subject to a charge equal to the estimated water used and other expenses incurred by the Authority, but not less than \$50.
- d. Changes in the location of an existing hydrant will be made, except where otherwise required by law, at the expense of the person, firm or corporation requesting such change in location, provided that any public body previously designating the location of the hydrant shall have consented in writing to such change.

3.3 Service Connection-Private Fire Protection Service

- a. Upon application for a Private Fire Protection Service by an owner or occupant of any property abutting on any public street or easement with an existing public main therein, and upon payment of the actual original installation cost thereof to the Authority, as determined by the Authority, the Authority will install, operate, maintain and, when necessary, replace at its own cost and expense, the service connection and control valve within public streets and within easements. Any connections, water mains, pipes, valves, sprinkling systems, hydrants and any other facilities whatever installed on private premises beyond the control valve at the

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street right-of-way or easement boundary, shall be designed, installed, inspected, operated, maintained, repaired and replaced by the owner or occupant at its sole responsibility and expense.

- b. If an individual hydrant is requested for the purpose of Private Fire Protection Service, and such hydrant can be installed on an existing public water main in a public street or in an easement, the Authority will furnish and install such hydrant at the expense of the applicant. All hydrants and hydrant connections so installed shall be and remain the property of the Authority.
- c. Private Fire Protection Service shall be provided only by written agreement between the Authority and the applicant.

#### 3.4 Maintenance and Replacement.

- a. The Authority at its expense will maintain and, when necessary, replace any service connection from the main to the curb shutoff on all public and private streets.
- b. Service pipe and service connections shall not be trespassed upon nor interfered with in any respect. The curb stop may not be used by customer for turning on or shutting off water supply but is for the exclusive use of the Authority.

#### 3.5 Service on Applicants Property.

- a. At his own expense, the applicant shall install and maintain the service from the curb box shutoff to the premises in accordance with installation details and specifications provided by the Authority. All material installed shall be of a make and type approved by the Authority.
- b. Installation and maintenance thereof shall be performed in a manner satisfactory to the Authority. If any defects in workmanship or materials are found, or if the customer's service has not been installed in accordance with such specifications or with the Authority's requirements, water service either will not be turned on or will be discontinued if such defects are not remedied.
- c. It is the responsibility of the applicant to schedule a Water Service Installation Inspection with the Authority or its designated agent.

#### 3.6 Service Pipe Installation.

- a. All service pipe shall be installed in accordance with the requirements of the Livingston County Water and Sewer Authority.
- b. Acceptable products, materials, and installation details for water services are outlined in the Authority's DESIGN CRITERIA AND CONSTRUCTION SPECIFICATIONS.

3.7 Winter Provisions.

- a. The Authority shall not be required to install any service line or service connections between November 15<sup>th</sup> and April 15<sup>th</sup>, except by special arrangement, in which case the customer shall pay for the excess over normal costs.
- b. Frozen Service- In those cases where a customer-owned service pipe or main is frozen, the customer shall thaw the same at his expense. To avoid a recurrence, the Authority may order an examination of the customer's service pipe or main, and if the same is not at the depth required in the Authority's DESIGN CRITERIA AND CONSTRUCTION SPECIFICATIONS, the Authority reserves the right to require it to be so relocated before service is resumed.

3.8 Easements.

- a. Applicants for service shall deliver without cost to the Authority, permanent easements, or rights-of-way when necessary for the installation and maintenance of the service lines and service connections. The Authority shall not be obligated to commence any construction until applicants have obtained for it satisfactory easements or rights-of-way or have agreed to pay such costs as may be incurred if, at their request, the Authority obtains such easements or rights-of-way, whenever these are required, from parties who are not applicants for service.
- b. The Authority, where it is requested to obtain easements or rights-of-way, does not make any guarantee that such easements or rights-of-way are, in fact, obtainable; and if not obtainable, the applicants shall be nevertheless responsible for costs incurred; and the Authority reserves the right at its sole discretion, to determine whether or not an eminent proceeding will be commenced if an easement or right-of-way is not apparently obtainable through negotiation.

3.9 Delay.

- a. The Authority shall not be compelled to proceed with the installation of service lines and service connections under this section when circumstances beyond the control of the Authority prohibit or delay such construction. Said circumstances include by shall not be limited to delays in delivery of materials, weather conditions, strikes, acts of God, etc.

***IV. INSTALLATION OF METERS***

- 4.1 An individual meter shall be required for each premises and for each separate service connection to a premises. The Authority does not authorize multiple meters controlled by a single curb box.

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- 4.2 The meter will be furnished and connected by the Authority as part of the service connection described in Section 3.1. The Authority reserves the right in all cases to stipulate the size, type, make and location of the meter to be used on any connection.
- 4.3 Whenever possible, a meter shall be set in a meter pit within 10' of the curb box shut off near and inside the property line or in a place designated by the Authority. If existing conditions prohibit the installation of a meter pit, the meter may be housed in the basement or utility room. The meter shall be located at a convenient point approved by the Authority so as to protect the meter and to measure the entire supply of water through the connection. All expenses incurred by the Authority in connection with its proper housing shall be reimbursed by the applicant or customer to the Authority. All meters shall be placed in locations readily accessible to Authority meter reading and meter maintenance personnel. Installation of water meters in crawl spaces is prohibited.
- 4.4 The Authority may require meters to be set near and inside the property line or in a place designated by the Authority, and all expenses incurred by the Authority in connection with their proper housing including by-pass for testing, if required, shall be reimbursed to the Authority. The customer shall be responsible for maintaining the housing for the meter at his expense. If the customer fails to maintain the housing, the Authority will undertake repairs or replacements of it and shall be fully reimbursed by the customer for all expenses incurred.
- 4.5 When, due to special circumstances, it is necessary to set any meter within the territorial limits of a public street, all expenses incurred by the Authority in connection with its proper housing shall be reimbursed by the applicant or customer to the Authority. The meter will be furnished as part of the service connection described in Section 3.1, and connected by the Authority. Meter housing located in public streets will be maintained and, when necessary, replaced by the customer. If the customer fails to maintain the housing, the Authority will undertake repairs or replacement of it and shall be fully reimbursed by the customer for all expenses incurred.
- 4.6 All meters and meter connections shall at all times remain the sole property of the Authority, and shall not be removed or interfered with in any respect. A Water Permit Application must be submitted and approved prior to removing a meter for any reason, including for plumbing improvement. All meters will be maintained by and at the expense of the Authority so far as ordinary wear and tear are concerned, but the customer will be held responsible for damages due to freezing, hot water, or other external causes. In case of damage, the Authority will repair the meter, or if necessary, replace it with another meter and the customer shall pay the costs. The Authority recommends that the customer install, at his own expense, suitable equipment, properly located to prevent backflow of hot water which may cause damage to the meter, or other damage to the customer's plumbing. The Authority shall not be responsible for damage to a customer's system including, but not limited to, the hot water heater due to change of pressure in the Authority's distribution/transmission system.

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- 4.7 All meters shall be installed with a stop and waste valve before and after the meter. Installation of a backflow prevention device is also required.
- 4.8 The Authority reserves the right to remove and test any meter at any time and to substitute another meter in its place.
- 4.9 Meters larger than two inches (2") in size shall be tested in place as designated by the Authority.
- 4.10 It shall be the obligation of the customer to maintain and, when necessary, repair outside settings and meter pits on private property.
- 4.11 The Authority shall not be liable for damages to any premises caused by flooding or leakage in connection with the testing or removal or failure of any meter.

## ***V. CROSS CONNECTION CONTROL***

- 5.1 Responsibility of Authority.
- a. The Livingston County Water and Sewer Authority shall be responsible for the protection of the Authority's distribution system from contamination due to the backflow of contaminants through the water service connection. If, in the judgement of said Authority, an acceptable backflow prevention device is required at the Authority's water service connection to any customer's premises for the safety of the water system, the Authority or their designated agent shall give notice, in writing, to said customer to install an acceptable backflow prevention device at each service connection to this premises. The customer shall immediately install such approved device or devices at his own expense; and failure, refusal, or inability on the part of the customer to install said device or devices immediately shall constitute a ground for discontinuing water service to the premises until such device or devices have been properly installed.
- 5.2 Definitions. As used in this article, the following terms shall have the meanings indicated:
- a. "Acceptable Backflow Prevention Device" – An acceptable air gap, reduced pressure zone device or double check valve assembly as used to contain potential contamination within a facility. In order for the reduced pressure zone or the double check valve assembly to be acceptable, it must be listed on the most current version of the New York State Department of Health List of Acceptable Devices.
- b. "Aesthetically Objectionable Facility" – One in which substances are present which, if introduced into the public water supply system, could be a nuisance to other water customers but would not adversely affect human health. Typical examples of such substances are food-grade dyes, hot water, stagnant water from fire lines in which no chemical additives are used, etc.

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- c. “Air Gap” – The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture or other device and the flood level rim of said vessel. An approved air gap shall be at least double the diameter of the supply pipe, measured vertically, above the top of the rim of the vessel and in no case less than one inch.
  - d. “Approved” – Accepted by the Livingston County Water and Sewer Authority as meeting an applicable specification stated or cited in this article or as suitable for the proposed use.
  - e. “Auxiliary Water Supply” – Any water supply on or available to the premises other than the Livingston County Water and Sewer Authority’s approved public water supply. These auxiliary waters may include water from another purveyor’s potable water supply or any natural source(s), such as a well, spring, river, stream, lake or pond, etc., or use waters. These waters may be contaminated or they may be objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.
  - f. “Backflow” – A flow condition, induced by a differential in pressure, that causes the flow of water or other liquids and/or gases into the distribution pipe of the Livingston County Water and Sewer Authority supply system from any source other than its intended source.
  - g. “Certified Tested” – That individual or firm approved to accomplish the necessary inspection and operational tests of backflow prevention devices.
  - h. “Contamination” – The presence in water of a substance that tends to degrade its quality.
  - i. “Customer” – A water user served by the supply system.
  - j. “Customer’s Water System” – The piping used to convey water supplied by the Livingston County Water and Sewer Authority’s supply system throughout a customer’s facility. The system shall include all those parts of the piping beyond the control point of the Livingston County Water and Sewer Authority. The control point is either the curb valve or the main valve located in the public right of way that isolates the customer’s facilities from the Authority’s distribution system.
  - k. “Degree of Hazard” – Whether a facility is rated as hazardous, aesthetically objectionable or nonhazardous.
  - l. “Double Check Valve Assembly, Acceptable” – An assembly composed of two single, independently acting check valves, including tightly closing shutoff valves located at each end of the assembly, and suitable connections for testing the watertightness of each check valve.

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- m. “Hazardous Facility” – One in which substances may be present which, if introduced into the public water system, would or may endanger or have an adverse effect on the health of other water customers. Typical examples include laboratories, sewage treatment plants, chemical plants, hospitals, and mortuaries.
  - n. “Nonhazardous Facility” – One which does not require the installation of an acceptable backflow prevention device.
  - o. “Public Water Supply System” – The entire Livingston County Water and Sewer Authority system including the source, transmission mains, distribution system, and storage facilities serving the public. This includes the distribution system up to its connection with the customer’s water system.
  - p. “Reduced Pressure Zone Device, Acceptable – A device containing a minimum of two independently acting check valves, together with an automatically operated pressure differential relief valve located between the two check valves. During normal flow and at the cessation of normal flow, the pressure between these two check valves shall be less than the supply pressure. In case of leakage of either check valve, the differential relief valve, by discharging to the atmosphere, shall operate to maintain the pressure. The unit must include tightly closing shutoff valves located at each end of the device, and each device shall be fitted with properly located test cocks.
  - q. “Water Department” – Licensed water operators or Engineer of the Livingston County Water and Sewer Authority.

### 5.3 Requirements

- a. The customer’s water system shall be open for inspection at all reasonable times to authorized representatives of the Livingston County Water and Sewer Authority.
- b. The Livingston County Water and Sewer Authority shall rate a customer’s water system according to its degree of hazard to the public water supply system. Some of the factors to be considered are the use availability of contaminants, the availability of an auxiliary water supply and the type of fire-fighting system in use.
- c. An acceptable backflow prevention device shall be installed on each service line to a customer’s water system at or near the property line or immediately inside the building being served, but in all cases, before the first branch line leading off the service line as follows:
  - (1) All new or replacement water services to one- or two-family residential buildings will require installation of a residential dual check device immediately downstream of the water meter. The dual check device will be provided by the Livingston County Water and Sewer Authority.

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- (2) All new or replacement water services to multiple family (three or more units) residential buildings will require the installation of an acceptable backflow prevention device, the type of which is dependent on the degree of hazard present. As a minimum, residential dual check devices will be required. The customer will provide the backflow prevention device.
    - (3) All new or replacement water services to commercial and industrial facilities will require the installation of an acceptable backflow prevention device, the type of which is dependent on the degree of hazard present. As a minimum, a double check valve will be required. The customer will provide the backflow prevention device.
    - (4) Whenever a customer's water system is rated hazardous, an acceptable reduced pressure zone device or air gap shall be installed.
    - (5) Whenever a customer's water system is rated aesthetically objectionable, as a minimum, an acceptable double check valve assembly shall be installed.
  - d. The design of the installation of an acceptable backflow prevention device must be prepared in accordance with New York State laws and regulations. The Livingston County Water must approve the design and Sewer Authority and all agencies required by the applicable New York State laws and regulations.
  - e. It shall be the duty of the customer at any premises where backflow prevention devices are installed, except residential dual check valves, to have certified inspections and operational tests made at least once a year. In those instances where the Livingston County Water and Sewer Authority deems the hazard to be great enough, they may require certified inspections at more frequent intervals. Certified inspections and operational tests must also be made when any backflow prevention device is to be installed, repaired, overhauled, or replaced, in addition to the requirement of an annual certified inspection at the expense of the customer, and shall be performed by a certified tester approved by the New York State Health Department. It shall be the duty of the Authority to see that certified inspection and operational tests of the backflow prevention devices are made. The customer shall notify the Authority in advance, in writing, when the tests are undertaken, so that the Authority's representative may witness the test if it is so desired.
  - f. All presently installed prevention devices which do not meet the requirements of this section but were approved devices for the purposes described herein at the time of installation and which have been properly maintained, shall, except for the inspection and maintenance requirements listed above, be excluded from the requirements of these rules so long as the Authority is assured that they will satisfactorily protect the utility system. Whenever the existing device is moved from the present location or requires more than minimum maintenance or constitutes a hazard to health, the unit must be replaced by a backflow prevention device meeting the requirements of this section.

- g. No water service connection to any customer's water system shall be installed or maintained by the Authority unless the water supply is protected as required by state laws and regulations and this article. Service of water to any premises shall be discontinued by the Authority if a backflow prevention device required by this article is not installed, tested and maintained, or it is found that a backflow prevention device has been removed or bypassed. Service will not be restored until such conditions or defects are corrected.

## ***VI. EXTENSION OF MAINS***

### **6.1 Main Extension Agreements.**

- a. Upon application for water service in areas not served by Authority-owned or leased water main, the Authority will extend its mains or install necessary mains or permit a builder, contractor or real estate developer to extend or install necessary mains at the expense of the applicant in accordance with the terms of a Main Extension Agreement.

### **6.2 Installation by Developer.**

- a. If the builder, contractor or real estate developer shall extend or install mains, he shall do so in accordance with a Main Extension Agreement to be entered into with the Authority in form and substance and containing such terms as shall be satisfactory to the Authority. The builder, contractor or real estate developer will pay the charges for engineering services currently charged by the Authority.

### **6.3 Easements**

- a. Applicants for main extensions shall deliver without cost to the Authority permanent easements or rights-of-way when necessary or desirable in the opinion of the Authority for the installation and maintenance of the extensions or subsequent additions thereto. The Authority shall not be obligated to commence any construction or permit applicants to commence construction, or provide water service if construction has been completed, until applicants either have obtained for the Authority, satisfactory easements or rights-of-way or have agreed to pay such costs as may be incurred if at applicants' request the Authority obtains such rights-of-way whenever the Authority deems such easements or rights-of-way to be necessary.
- b. The Authority, where it is requested to obtain easements or rights-of-way, does not make any guarantee that such easements or rights-of-way are, in fact, obtainable; and if not obtainable, the applicants shall be nevertheless responsible for costs incurred; and the Authority reserved the right, at its sole discretion, to determine whether or not an eminent proceeding will be commenced if an easement or right-of-way is not apparently obtainable through negotiation.

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6.4 Size and Type.

- a. The Authority reserves the right to determine and specify the diameter and type of pipe required to adequately provide the service requested, and, subject to the requirements of municipal authorities, its location within or without the limits of a street. The Authority reserves the right to determine the minimum size of any service main.
- b. The Authority further reserves the right to install a main larger in diameter than the main required to render the service requested by applicant, in which case the Authority will pay the difference in cost. The Authority may elect to install these mains where it is assuming part of the cost.

6.5 Title.

- a. Title to all main extensions by whomever installed, including without limitation, service connections between main and curb boxes, shall be vested in the Authority and the Authority shall have the right to further extend any main installed pursuant to the terms of the Main Extension Agreement in and to other streets or premises without repayment or refund to any applicant.
- b. However, the Authority reserves the right to consider extensions made at the applicant's expense and without written agreement as service lines. Upon such lines the Authority will set a meter at the beginning of the extension to measure all water used, and title to the line beyond the meter will be vested in the customer, who will be responsible for maintenance and replacement when necessary.
- c. Title to mains and appurtenances installed within public rights-of-way and easements other than those described in Section 6.9 by the builder, contractor or real estate developer shall vest in the Authority upon the completion thereof and the commencement of a regular supply of water into and through the main or mains by the Authority.

6.6 Delay.

- a. When the Authority installs mains, the Authority shall not be compelled to proceed with the installation of mains under this section when circumstances beyond the control of the Authority delay or prohibit such construction. Such circumstances include, but shall not be limited to, delays in delivery of materials, weather conditions, strikes, acts of God, etc.

6.7 Maintenance and Replacement.

- a. Subject to the terms of any Main Extension Agreement, after the expiration of the applicable guarantee period, the Authority, at its own expense, will maintain, and,

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when necessary, replace the Authority-owned or leased mains used to supply water to its customers and if adequate service requires the reconstruction or replacement of such mains, said mains will be reconstructed or replaced by the Authority at its expense.

6.8 Compliance.

- a. With all applications for extension of mains, the Authority may require compliance or evidence of compliance with the state Environmental Quality Review Act, and regulations adopted thereunder, as well as approvals of other governmental bodies or entities having appropriate jurisdiction.

6.9 General. In general, the following guidelines will govern when mains in new developments are proposed to be installed on private property. However, each proposed development will be reviewed on an individual basis before a final decision is made with respect to this type of installation.

- a. Short private drive (dead-end) with few single dwellings – individual service connections to main in public street or adequately sized single main on an easement to the Authority with individual service connections to each premises.
- c. Long private drive (dead-end or loop) with many single dwellings -adequately sized main on an easement to the Authority with individual service connections to each premises.
- d. Apartment complex
  - (1) Master meter at connection to main in public street or adequately sized main through complex on an easement to the Authority with individual service connections to each meter reading device.
- e. Condominium or townhouse complex
  - (1) Master meter at connection to main in public street or adequately sized main through complex on an easement to the Authority with individual service connections to each meter reading device.

Items (a) and (b) above are subjected to a two-year maintenance bond. If not master metered, projects under (c) and (d) are subject to the Authority's Agreement for Providing Maintenance to Private Water Distribution Systems and/or for Inspection and Maintenance of Hydrants and Hydrant Guard Valves on Private Property.

## ***VII. PAYMENT FOR SERVICE***

7.1 Customers will be billed quarterly.

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- 7.2 The quantity recorded by the meter shall be considered the amount of water passing through the meter, which amount shall be conclusive to both the customer and the Authority, except as hereinafter provided:
- a. In cases where it is found that the meter has ceased to register or has registered inaccurately, the quantity may be determined by the average registration of the meter in a corresponding past period, except where it appears that there has been a change in occupancy of the premises or in the use of water, in which case an equitable adjustment shall be made.
  - b. In cases where a meter reading has not been obtained, an estimated bill will be rendered to the customer based upon the property's average historical usage. Where the estimate is in error in excess of \$10.00, an adjusted bill will be prepared to correct the erroneously estimated bill at the Authority's option. Adjustments will not be made for lesser amounts.
  - c. In all cases where a meter is found to be defective, the Authority shall promptly replace the same by a meter that has been tested and properly adjusted.
- 7.3 The customer shall notify the Authority of any change in occupancy or ownership.
- 7.4 All bills are due and payable net cash when rendered. In case any water bill or charges provided in and by these rules shall not be paid within thirty (30) days following the rendering of the bill, such bill shall be delinquent, and a penalty of ten percent (10%) shall be added. The Authority or its agents may then discontinue water service, at its option, and, if not paid within sixty (60) days after such bill has become delinquent, the Authority or its agents shall shut off water service to the customer, and service will not be re-established until such unpaid charges, together with the charge for restoration of service is fully paid.
- 7.5 At the request of the consumer, water service will be shut off at the curb box and turned back on seasonally for a fee. Water charges will continue to be assessed during the period of temporary shut-off.
- 7.6 Any customer may disconnect water service by giving the Authority written notice not less than ten (10) days prior to the disconnection, and all liability for charges for service rendered after the disconnection of service, as herein provided for, shall cease. It will be the obligation of the customer to disconnect the water service from the curb box shutoff.

## ***VIII. GENERAL RULES***

- 8.1 **Supply of Water.** The Authority undertakes to use reasonable care and diligence to provide a constant supply of water at a reasonable pressure to customers, but reserves the right at any time, without notice, to shut off the water in its mains for the purpose of making repairs or extensions, or for other purposes, and it is expressly agreed that the Authority shall not be liable for a deficiency or failure in the supply of water, or the pressure thereof for any

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cause whatsoever, or for any damage caused thereby, or for the bursting or breaking of any main or service pipe or any attachment to the Authority's property. All customers having installations upon their premises depending upon pressure in the Authority's pipes to keep them supplied are cautioned against danger of collapse and all damage shall be borne exclusively by the customer.

- 8.2 Cross Connection. Cross Connections will not be permitted. Please refer to Section 5 for the Authority's Cross Connection Control Program.
- 8.3 Restrictions. The Authority reserves the right, in periods of drought or emergency or when deemed essential to the protection of the public health, safety and welfare, to restrict, curtail or prohibit the use of water for secondary purposes, such as sprinkling, car washing, or filling swimming pools, and shall have the right to fix the hours and periods when water may be used for such purposes.
- 8.4 Discontinuance of Service. Water service may be discontinued by the Authority for any one of the following reasons:
- a. For use of water other than as represented in the customer's application or through branch connections on the street side of the meter or place reserved for meter.
  - b. For willful waste of water by improper or imperfect pipes or by any other means.
  - c. For molesting any service pipe, seal, meter, or any other appliance owned by the Authority.
  - d. For nonpayment of bills for water or services rendered by the Authority.
  - e. For cross-connecting pipes carrying water supply of the Authority with any other source of supply or with any apparatus which may endanger the quality of the Authority's water supply.
  - f. For refusal of reasonable access to the property for the purposes of reading, repairing, testing, or removing meters or inspecting water piping and other fixtures.
  - g. For violation of the RULES AND REGULATIONS of the Authority as filed at the office of the Authority and Livingston County Clerk's Office, or to maintain the community welfare, or to preserve the potable water supply.
  - h. Where two or more premises are now supplied with water through one service pipe, under control of one curb stop, if any of the parties so supplied shall violate any of the above rules, the Authority reserves the right to apply its shutoff regulations to the joint service line, except that such action shall not be taken until the innocent customer, who is not in violation of the Authority's Rules, has been given reasonable opportunity to attach the service pipe leading to his premises to separately controlled service connection.

The Authority shall provide notice of disconnection or discontinuance of service in accordance with the then current provisions of Public Service Law § 89-b (Subdivisions 3-a, 3-b, 3-c) and § 116, except as noted below.

The Authority may discontinue water service without prior notice for any of the following reasons:

- Where there is evidence of theft of water service;
- Where there has been tampering with Authority-owned equipment;
- Where water service is connected without permission of the Authority by a person who has not made application for service;
- Where water service is reconnected without permission of the Authority after a prior service disconnection;
- Where a known condition poses a hazard to public health or safety, or for any other situation that the Authority deems an “emergency” that requires immediate action by the Authority, in its sole discretion.

8.5 Restoration of Service. When water service to any premises has been turned off upon the order of the customer, or for any of the above reasons, and service at any premises is again desired by the same customer, including seasonal customers, a charge will be made, provided that the discontinuance or restoration of service has not required the removal of the Authority’s equipment from the customer’s premises, and closing the curb stop or turning off the water elsewhere does not involve any unusual expense. If, however, it becomes necessary to shut off or disconnect the service pipe at the Authority’s main, the charge to the customer for restoration of service will be the actual cost incurred by the Authority incidental to the disconnection and reconnection of the service pipe. When service has been terminated by the Authority for non-conformance with the Authority’s Rules and Regulations, service will not be restored until the costs of disconnection and reconnection have been paid to the Authority along with payment of any applicable penalties.

8.6 Liability Limits. Upon receipt of an application for a new service or for reinstatement of an existing service, the Authority will assume that the private piping and fixtures, which the service will supply, are in proper order to receive it. The Authority will not be liable in any event for any accident, breaks, or leakage arising in connection with the supply of water or failure to supply it.

## ***IX. PROHIBITIONS***

9.1 No person shall injure or interfere with any equipment or building belonging to the Authority’s water system, tamper with meters, divert water from mains, use water without permission, or cut into any water pipe or mains.

9.2 No person, except as specifically authorized by the Authority, shall take water from an unmetered fire hydrant for any purpose whatsoever other than for fire purposes. If water is used from any unmetered fire hydrant without Authority authorization, the user will be billed for the estimated quantity of water used, at the current commodity rate, any expense incurred by the Authority to restore the hydrant to proper operation.

9.3 The curb stop may not be used by the customer, or any person, except as specifically authorized by the Authority, for turning on or shutting off the water supply. In the case of an emergency repair being made by a qualified plumber, the qualified plumber may operate

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the curb stop only during the repair period. Should a qualified plumber operate a curb stop during an emergency repair, they shall notify the Authority by the next business day. Seasonal water turn on or shut offs are not considered emergency repairs.

- 9.4 No customer shall, under any circumstances, make or allow to be made any temporary or permanent connection to a private water main or water service on the customer's property or under the customer's ownership or control for the purpose of obtaining water provided by the Authority to the customer for use by a third person.

## ***X. WATER RATES AND OTHER CHARGES***

- 10.1 Water consumption rates, connection charges, service charges, and other water related fees and charges will be determined by the Authority. These rates will be included in the Authority's Rate Schedule which will be adopted by the Authority Board. All charges will be in accordance with the Rate Schedule in effect at the time the charge is incurred.
- 10.2 Penalties for non-conformance with Authority Rules and Regulations will be determined by the Authority Board. These penalties are included in the Authority's Rate Schedule adopted annually by the Authority Board. All penalties will be in accordance with the Rate Schedule in effect at the time the penalty is assessed.
- 10.3 Water consumption rates, connection charges, service charges, and other water related fees and charges will be determined by the Authority. These rates are in the Authority's Rate Schedule that is adopted by the Authority Board. All charges will be in accordance with the Rate Schedule in effect at the time the charge is incurred.