

**LOCAL LAW # 4 - 2015**

**VILLAGE OF GOWANDA**

**MUNICIPAL CODE**

**LOCAL LAW GOVERNING WATER SERVICE**

**Effective: January 1, 2016**

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## **CHAPTER 45**

### **WATER SERVICE**

#### **SECTION 45-1 - DEFINITIONS**

##### ***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 such a device to be acceptable, it must be listed in the current New York State Department of Health list of Acceptable Backflow Prevention Devices.

##### ***AESTHETICALLY OBJECTIONABLE FACILITY:***

Is one in which substances are present, which, if introduced into the potable water supply, 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 and stagnant water from fire lines in which no chemical additives are used.

##### ***AIR CONDITIONING SYSTEM:***

Any combination of equipment, whether compressor or other type, by which heat is removed from the air of temperatures which are less than 60 degrees Fahrenheit and from which the accumulation of effluent heat is wholly or partially removed by the use of water.

##### ***AIR GAP SEPARATION:***

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 any other device and the flooded level rim of the receptacle. The differential distance shall be at least double the diameter of the supply pipe, measured vertically, and in no case shall the air gap be less than (1) inch.

##### ***AUXILIARY WATER SUPPLY/PRIVATE WELL:***

Any water supply, on or available to the premises, other than from the public water supply system. These auxiliary supplies may include water from natural sources such as a well, spring or stream.

##### ***CONTRACTOR:***

A person or entity acceptable to the Village as qualified to perform the installation of water lines and appurtenances thereto.

##### ***CURB BOX:***

The point of connection between a street lateral and a building lateral.

***CURB STOP:***

A valve accessible for operations from the surface of the ground for interrupting flow from the service lateral/street at the curb box.

***CUSTOMER:***

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

***CUSTOMER'S WATER SYSTEM:***

The piping used to convey water supplied by the public water supply system throughout a customer's facility. The system shall include all those parts of the piping beyond the control point of the Village. 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 Village water distribution system.

***CROSS CONNECTION:***

A connection to a water supply, the source of which is other than the water lines owned by the Village. Cross connections without an approved backflow prevention device are unauthorized and illegal.

***DUE DATE:***

The date upon which a bill or notice indicates that payment is due.

***HAZARDOUS FACILITY:***

A facility, 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 are laboratories, sewage treatment plants, chemical plants, hospitals and mortuaries.

***INTERCONNECTION:***

An interconnection is a plumbing arrangement, other than a cross connection, by which contamination might be admitted or drawn into lines connected therewith used for the conveyance of potable water. Interconnections without an approved backflow prevention device are unauthorized and illegal.

***MAINS:***

Distribution pipelines which are located in streets, highways, public ways or private right-of- way, and which are used to serve the general public.

***MAIN EXTENSIONS:***

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

***MISCELLANEOUS FEES:***

A schedule of fees established by the Village for the cost of services, labor or materials as included in the Schedule of Rates and Fees, as established by resolution of the Village Board from time to time.

***OCCUPANT:***

The person actually in possession or control of any premises or part thereof.

***OWNER:***

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

***PERSON:***

Any individual, public or private corporation, political subdivision, Federal, State, or Local agency or entity, trust, estate or any other legal entity whatsoever. The masculine gender shall include the feminine, and the singular shall include the plural where indicated by the context.

***PUBLIC WATER SUPPLY SYSTEM:***

The water supply system owned by the Village, including the source, treatment works, transmission mains, distribution system and storage facilities serving the public. This includes the distribution system up to the connection with the customer's water system.

***PREMISES:***

The word "Premises", as used herein, means the property or area, including improvements thereto, which water service, is or will be provided and, as used herein, shall be taken to designate:

- a. A building under one roof owned or leased by one customer and occupied as one residence or one place of business; or
- b. A group or combination of buildings owned by one customer, in one common enclosure, occupied by one family or one organization, corporation or firm, as a residence or place of business, or for manufacturing or industrial purposes, or as a hospital, church, public or private school or similar institution, except as otherwise noted herein; or
- c. Each apartment, office or suite of offices, and/or place of business located in a building or group of buildings, even though such buildings in a group are interconnected by a tunnel or passageway, covered areaway, or patio or by some similar means or structure; or
- d. A public building devoted entirely to public use, such as
  - i. Village hall, schoolhouse, fire house; or
  - ii. a single vacant lot or park or playground; or
  - iii. each house in a row of houses; or
  - iv. each dwelling unit in a row of houses; or
  - v. a dwelling unit with exclusive culinary facilities designed for occupancy and used by one person or one family (household); or



vi. each dwelling unit in a public housing development owned and operated by the United States of America, a municipal subdivision of the State of New York, or an agency or instrumentality of the United States or the State of New York; by a philanthropic foundation or organization or some such similar body or organization; or operated under private ownership; or

vii. each trailer, whether free standing or located in a trailer park area.

***SCHEDULE OF RATES (TARIFF):***

The entire body of effective rates, rentals, charges and regulations, as established by resolution of the Village Board of Trustees from time to time.

***REDUCED PRESSURE ZONE (RPZ) DEVICE, ACCEPTABLE:***

A minimum of two (2) independently acting check valves, together with an automatically operated pressure differential relief valve located between the two check valves. During normal flow, the pressure between these two check valves shall be less than the upstream (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 between the checks at less than the supply pressure. The unit must include tightly closing shutoff valves located at each end of the device. Each device shall be fitted with properly located test cocks. This device must be approved as a complete assembly and must be on the list of approved devices published by the New York State Department of Health.

***REFRIGERATION SYSTEM:***

Any combination of equipment, whether compressor or other type, by which heat is removed from the air of temperatures which are not less than 60 degrees Fahrenheit, and from which the accumulation of effluent heat is wholly or partially removed by the use of water.

***SERVICE-COMMERCIAL:***

Provision of water to premises where the customer is engaged in trade and/or commerce.

***SERVICE-RESIDENTIAL:***

Provision of water for office or household residential purposes, including water for sprinkling lawns, gardens (not commercial type) and shrubbery, watering livestock, washing vehicles, and other similar and customary purposes.

***SERVICE-INDUSTRIAL:***

Provision of water to premises for use in manufacturing or processing activities.

***SERVICE LATERAL-BUILDING:***

A water line owned by the property owner serving a building extending from the curb box downstream to a building.

***SERVICE LATERAL-STREET:***

A water line owned by or to be conveyed to the Village serving a building extending from the corporation cock located on the water main downstream to a curb box.

***SERVICE - FLAT:***

Provision of water to premises that is not measured.

***SERVICE - METERED:***

Provision of water to premises in measured quantities.

***SERVICE - MULTIPLE:***

Provision of water through one meter installation to more than one premises (see Section VI, Item 7).

***SERVICE – PRIVATE FIRE PROTECTION:***

Provision of water to premises exclusively for fire protection.

***SERVICE – PUBLIC FIRE PROTECTION:***

The furnishing of service through public fire hydrants.

***SERVICE – PUBLIC OR MUNICIPAL:***

Provision of water to a municipal subdivision of the State of New York or agency thereof or to other similar public bodies.

***SERVICE – TEMPORARY:***

A service for uses which are not permanent.

***SERVICE LINE CONNECTIONS:***

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

***SERVICE LINE EXTENSION:***

The pipe, valves and other facilities by means of which water is conducted from the curb valve to the premises, and specifically includes the service line extending from a point of connection to the curb valve to a point inside the walls of the premises or meter box, where approved, a stop cock or approved valve on the line at this point, connections for the inlet and outlet sides of the meter, a stop and waste cock on the outlet side of the meter and such other facilities.

***SUPERINTENDENT:***

The individual designated by the Village as the Superintendent of Public Works for the Village or such other person as the Village Board of Trustees shall designate as in responsible charge of the Public Water Supply System of the Village or a portion thereof or his representative.

***SUPPLIER OF WATER:***

The owner or operator of a public water supply.

***TAPPING FEES:***

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

- a. Capacity Part – A fee which may not exceed an amount based upon the real cost of labor, material, equipment and handling, including overhead costs, incurred by the Village in providing water system related services to premises served by the water system, users, the public or persons who request such services. These facilities will include those required to provide service such as mains, hydrants and pumping stations as well as those that will provide future service. The fee may be scaled to the level of service involved.
- b. Connection Fee – The one time application fee to offset the Village's expenses to process an application for a connection of a building/street lateral to the public water system. The fee which may not exceed an amount based upon the cost of distribution facilities required to provide service such as mains, hydrants and pumping stations. These facilities will include those that provide existing service and or those that will provide future service. The fee will cover the cost of the plan review, permit issuance, materials and labor expended by the Village in connection with the application and inspection of the work. The fee may be scaled to the level of service involved.
- c. Special Purpose Part – Fees for special purpose facilities applicable only to a particular group of customers, or serving a particular purpose and/or serving a specific area, based upon the cost of such facilities, including but not limited to booster pump stations and fire service facilities. These facilities will include those that provide existing service and/or those that will provide future service. Special purpose charges will be accessed as part of a tapping fee only on a case by-case basis and only based upon the cost of those facilities necessary to service the needs of the particular customer in question.

***TENANT:***

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

***VILLAGE:***

The word "Village", whenever the same appears herein, means the Village of Gowanda, a municipal corporation of the State of New York, located in the Counties of Erie and Cattaraugus, New York.

***WATER HEARING BOARD:***

The Water Hearing Board is comprised of two (2) or more members, one of which shall be the Village Supervisor of the Water Department and the other a member of the Village Board of Trustees; the Water Hearing Board shall receive, review and determine all initial requests for installment payment plans, or other relief from any provision of this Local Law to the extent permitted by the provisions herein.

***WATER SUPPLY:***

The public water supply of the Village.

***WATER FACILITY or WATER FACILITIES or WATER SUPPLY SYSTEM or WATER SYSTEM:***

Means any plants, structures and other property, real, personal or mixed, acquired, rehabilitated, constructed or planned for the purpose of accumulating, storing, supplying, transmitting, treating or distributing water, including, but not limited to, surface or groundwater reservoirs, basins, dams, canals, aqueducts, aqueduct taps, standpipes, conduits, pipelines, interceptors, mains, pumping stations, pumps, water distribution systems, compensating reservoirs, intake stations, waterworks or sources of water supply, wells, purification plants or other treatment plants or works, contract rights, franchises, approaches, connections, permits, water meters, rights of flowage or diversion and other plants, structures, equipment, vehicles, conveyances, real or personal property or rights therein and appurtenances thereto necessary or useful and convenient for the accumulation, supply, transmission, storage, treatment or distribution of water.

**ABBREVIATIONS**

**The following abbreviations shall have the designated meanings:**

<b>ANSI</b>	American National Standards Institute
<b>ASME</b>	American Society of Mechanical Engineers
<b>ASTM</b>	American Society for Testing and Materials
<b>C</b>	Celsius
<b>CSA</b>	Canadian Standards Association
<b>F</b>	Fahrenheit
<b>G</b>	Grams
<b>ISO</b>	International Organization for Standardization
<b>L</b>	Liter
<b>MG</b>	Milligram
<b>MM</b>	Millimeter
<b>NPT</b>	National Pipe Thread
<b>NSF</b>	National Sanitation Foundation
<b>NYCRR</b>	Official compilation of the Codes, Rules and Regulation of the State of New York
<b>NYSDOT</b>	New York State Department of Transportation
<b>OD</b>	Outside Diameter
<b>PE</b>	Polyethylene
<b>PPI</b>	Polypropylene Pipe Institute
<b>PPM</b>	Parts per Million

**PSI**     Pounds per Square Inch

**PVC**     Polyvinyl Chloride

**SDR**     Standard Dimension Ration

**SIDR**     Standard Inside Dimension Ratio

**UL**     Underwriters Laboratories

## **SECTION 45-2 – PURPOSE AND CONSTRUCTION OF LAW.**

45-2.1     The purpose of this part is to provide for the beneficial use of the Village water facilities through the regulation of connection and water use, as well as to provide for the equitable recovery of the costs of the water facilities. This section shall apply within the corporate limits of the Village and to persons and properties outside of the Village, who are, by contract or agreement with the Village, users of the water facilities. The property within the Village boundaries, and persons or properties located outside the Village who are users, shall constitute the service area of the Village.

45-2.2     The Village maintains its principal office at the Village Hall, 27 E. Main Street, Gowanda, New York 14070. Unless otherwise provided or directed, all communications related to this Local Law shall be delivered to such office address.

45-2.3     The headings and table of contents used herein are for convenience and reference only and shall not define, describe, limit or control the scope or meaning of the provisions of these regulations.

45-2.4     All applications, contracts, agreements, notices and any other forms required in connection with the regulations prescribed herein shall be in the form and shall contain such general conditions, provisions and terms as the Village Board of Trustee shall approve. Copies of all such forms shall be on file at the office of the Village.

45-2.5     The confidentiality of user information and data submitted as necessary for any application, record, report, plan, or other document required by these regulations shall be governed by the state Freedom of Information Law (sections 84 through 90 of the Public Officers Law of the state of New York) and by other applicable state or federal statutes and regulations. Any requests by a user to keep specific data and information confidential must be made in writing at the time of submission.

45-2.6     If any provision, paragraph, word, section or article of these regulations is invalidated by any court, the remaining provisions, paragraphs, words, sections, and chapters shall not be affected and shall continue in full force and effect.

45-2.7     The occupancy of any building or any water service connection and user service connection lawfully existing on the date of the adoption of these regulations shall be permitted to continue without change; except that any repairs, replacements, reconstruction or construction thereafter shall be performed in compliance with this Local Law , and also excepting as is otherwise provided in the Village Code, the Building Code of the State, the Plumbing Code of the State, the Property Maintenance Code of the State, the Fire Code of the State and the State Sanitary Code or other applicable law or regulation.

45-2.8     The provisions of these regulations shall not be deemed to nullify or modify any provisions of state or federal laws and regulations, or nullify or modify any other local laws.

### **SECTION 45-3 - CONDITIONS OF SERVICE**

#### **45-3.1 GENERAL:**

The Village will furnish water and services only in accordance with the currently prevailing and as hereafter revised Rates and this Local Law, which Rates and the provisions of this Local Law are made a part of every application, contract, and agreement or license entered into between the property owner or customer and the Village. This Local Law and the Rates are applicable alike to the main or basic service system and districts herein and to the other public and private systems and districts that may be connected to the system, except as otherwise set forth.

The Village hereby reserves the right, so often as it may deem necessary, to alter, amend, and/or repeal the Rates and/or this Local Law, or any part thereof; and in whole or in part to substitute new Rates, and to amend this Local Law, which altered, amended and/or repealed said new Rates, or provisions of this Local Law shall forthwith become, and thereafter be a part of, every such application, contract, agreement or license for water service in affect at the time of such alteration, amendment and/or adoption. The Village Board may amend this Local Law and the Schedule of Rates, and any and all related policy statements, forms or other documents, by resolution of the Village Board, passed by a majority of Village Board Members at the time of such amendment, in accordance with applicable notice procedures.

#### **45-3.2 CONNECTION TO THE PUBLIC WATER SUPPLY:**

Any person or entity with a Village main water line available to their premises as determined by the Superintendent shall access this main water line in accordance with prevailing Village ordinances.

### **SECTION 45-4 - APPLICATION FOR SERVICE AND CONTRACTS**

#### **45-4.1 APPLICATION FOR WATER SERVICE:**

A written application, prepared on the form furnished by the Village, must be submitted to the Village for the purpose of requesting water service; said application must be signed by the owner or tenant of the premises or the owner or tenant's duly authorized agent.

(a) When the Village has agreed to provide water service through a separate meter and separate service line to a residential dwelling unit in which the owner does not reside, the owner shall be liable to pay the tenant's bill for service rendered to the tenant if the Village notifies the owner and the tenant within 30 days after the bill first becomes overdue. Such notification shall be provided by first class mail to the address of the owner provided to the Village by the owner and to the billing address of the tenant respectively. Nothing herein, shall be construed to require the Village to terminate service to the tenant provided that the owner shall not be liable for any service which the Village provides to the tenant 90 or more days after the tenant's bill first becomes due unless the Village has been prevented by court order from terminating service to that tenant.

(b) The Village will make every attempt to notify the owner as soon as practicable under the law of any delinquency of a tenant who has been provided service through a separate meter and separate service line. In the event that a tenant has vacated a unit without notice to the Village, the Village will continue to exert commercially reasonable effort to collect any delinquent water bills due and owing at the time of the vacation of the premises. Provided however, that the owner shall be requested to render any assistance to the Village by providing the Village with a forwarding address of the tenant or other

appropriate information as to the tenant's whereabouts. Notwithstanding such assistance, the owner will be responsible for payment in accordance with the preceding paragraph.

(c) Before any application for water service made by a tenant will be approved, the owner of the premises shall provide to the Village an address where the owner will accept mail for the purposes set forth in this section. It shall be the responsibility of the owner to notify the Village of any change of address within 30 days of the occurrence of such change.

#### 45-4.2 APPLICATION - A CONTRACT:

The application for water service shall be a binding contract on both the customer and the Village. Rates for water service shall accrue from the date the water supply service has been completed and water is available to the premises.

#### 45-4.3 CONTRACTS WITH DELINQUENTS:

No agreement will be entered into by the Village with any applicant for water service, whether owner or tenant, until all arrears for water service, bills for meter repairs or other charges, due from applicant and/or owner at any premises now or theretofore owned or occupied by him that receives water service from the Village, shall have been paid or until satisfactory arrangements for payment of such unpaid bills shall have been made.

#### 45-4.4 SPECIAL CONTRACTS:

The Village may require, prior to approval of services, special contracts other than applications under the following conditions:

- (a) If the construction of an extension and/or other facilities is necessary;
- (b) For providing temporary service, including water service for building or other special purposes. Water for building purposes shall be used only from a temporary metered connection approved by the Village, and shall not be permitted for flow into the house fixtures;
- (c) For standby or fire protection service;
- (d) For connections with other qualified utilities or political subdivisions; if deemed necessary by the Village.

#### 45-4.5 GOVERNMENTAL REGULATIONS A PART OF CONTRACT:

All contracts for water service shall be subject to the following provision: The contract shall at all times be subject to such changes or modifications as may be directed by action of the Legislature of the State of New York or any other regulatory body.

#### 45-4.6 INDIVIDUAL LIABILITY FOR JOINT SERVICE:

Two or more parties who join to make application for service shall be jointly and severally liable and shall be sent one single periodic bill to the person designated by the parties at the time the application for service is made.

#### 45-4.7 CONDITION OF PLUMBING SYSTEM:

The piping and fixtures on the property of the customer are assumed to be in satisfactory condition at the time service facilities are connected and water furnished; and the Village, therefore, will not be liable in any case for any accidents, breaks or leakages that in any way are due to the connection with the supply of water, or failure to supply the same, or for the freezing of piping and fixtures of the customer, nor for any damage to the property which may result from the usage or non-usage of water supplied to the premises.

#### **SECTION 45-5 - CHARGES**

##### 45-5.1 GENERAL:

Charges are defined in the Schedule of Rates as established by resolution of the Village Board from time to time.

#### **SECTION 45-6 - SERVICE CONNECTIONS**

##### 45-6.1 SERVICE LINE EXTENSION:

The Village reserves the right to defer the installation of service connections during inclement weather until such times as, in the judgment of the Village, conditions are suitable for an expeditious and economical installation. The Village reserves the right to determine the size and the kind of the service line connection.

(a) Back Flow Preventers Required – The purpose of this subsection is to safeguard the potable water supply of the Village from potential contamination by preventing the backflow from a water user's system into the public water system and to comply with the requirements of the New York Sanitary Code; Part 5, Section 5-1.31 and any other applicable Local Law, codes or ordinances governing such installations. The Superintendent shall be responsible for the protection of the water distribution system from contamination due to the backflow of contaminants into the public water supply. If in the judgment of the Superintendent a backflow prevention device is required in accordance with the requirements referenced herein, the Superintendent shall give notice in writing to said customer at the premises. The customer shall install such approved device or devices at their own expense; any failure, refusal, or inability on the part of the customer to install such device shall immediately constitute a ground for discontinuing water service to the premises until such device or devices have been properly installed. The customer's water system shall be open for inspection by the Superintendent at all reasonable times.

(b) It shall be the duty of the customer at any premises where backflow prevention devices are installed to have certified inspections and operational tests made at least once a year. In those instances where the Superintendent deems the hazard to be great enough, he or she 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 and operation test. All inspections and tests shall be at the expense of the customer and shall be performed by the device manufacturer's representative, Village personnel, or by a certified tester approved by the Superintendent. The Superintendent shall make available the names, addresses and telephone numbers of these persons who are certified as testers for the backflow prevention devices. The customer shall notify the Superintendent in advance, in writing,



when the tests are to be undertaken so that he or she may witness the tests if the Superintendent so desires. These devices shall be repaired, overhauled or replaced at the expense of the customer whenever said devices are found to be inadequate. Records of tests, repairs and overhauls shall be kept and made available to the Superintendent. Copies of all testing and maintenance records shall be sent to the Superintendent immediately after the work is performed. The failure, refusal or inability on the part of the customer to obtain such certified inspections and operational tests shall immediately constitute grounds for discontinuing water service to the premises until such inspections and tests have been properly conducted.

(c) Maintenance: All service lines between the curb box and the meter shall be maintained by the property owner without expense to the Village for repairs, renewals or replacements. Any leaks in such service lines must be repaired immediately by the owner or occupant of the premises at the owner's or occupant's expense. The Village reserves the right to discontinue service to any owner who fails to make any repairs required for a continuous period of five (5) days after notice of an obligation to make such repairs is served on the owner by first class mail or posted at the address of the owner provided to the Village. Provided that, if the Village, in its discretion, determines that an emergency situation exists, the customer's service will be suspended in less than five (5) days pursuant to Section 45-8.4 until repairs are completed by the owner.

(i) When meter boxes are located at the curb, the riser pipes and connections therein will be installed by and at the expense of the customer, and no customer or workman shall alter, change or in any way tamper with the meter box, meter, or piping and connections therein without authorization from the Village. The curb stop shut off box shall be kept readily accessible, by and at the expense of the customer, at all times, except where the shut off box is in the highway. No person shall use the curb stop without the consent of the Village.

(ii) In cases where services are frozen, the thawing out of the service pipe shall be done by the customer at his own expense. To avoid a recurrence of freezing, the Village will make an examination of customer's service pipe and, if the same is not at a depth of four feet as required, the Village shall have the right to require it to be relocated before service is resumed.

(iii) If a service line freezes, and the Superintendent determines the freeze is on the Village's side of the curb box, from the time of freeze until the customer later receives a notice to stop, the customer shall allow a small amount of water to run, to prevent a future freeze, and the customer shall receive a bill during any such period that is an average of the previous three months usage. If the customer does not allow the water to run, and the service line subsequently freezes, the customer shall be responsible for all costs associated with any work required to thaw the service line, such cost to be determined by the hourly rate for a Village employee set forth on the Schedule of Rates and Fees.

(v) The customer shall be responsible for keeping the meter from freezing. Should the water meter freeze causing any damage to the meter, the customer shall be responsible for the cost of replacing the meter, and for the time required to replace the meter as set on the Schedule of Rates and Fees.

(d) Installation: the service line extension, and all required appurtenances, shall be installed by the customer at his expense. The installation shall be in accordance with Section 6.2.

#### 45-6.2 INSTALLATION:

The installation shall include a connection of the service line to the curb stop extension of the service line from the curb stop to a point within the building wall or facilities housing the meter, the installation of a stop cock or compression valve, without waste, the same size as the service line on the street side and immediately before the meter, a stop and waste cock on the outlet side of the meter, an approved backflow preventer if applicable, and all facilities inside the building to be located so as to be readily accessible, protected from freezing and to provide proper drainage for the piping in the building, the installation to include also such facilities as are hereinafter set forth. The installation shall be made by skilled and qualified workmen. The Contractor for the customer shall provide the Village sufficient time in advance, but not less than seventy-two (72) hours, when the service line extension will be installed, in order to permit the Village sufficient time to schedule its work and install the service line connection.

(a) Material and Size - The material for all service lines two inches in size and under shall be first quality soft copper service tubing, Type K, copper pipe "I.P." size, as manufactured in accordance with Federal Specification W-T799 and its latest revisions or Polyethylene (PE) pressure pipe with a minimal pressure class rating of 200 p.s.i., manufactured and installed in accordance with AWWA Standard C901- 02. All service lines over two inches in size shall be ductile iron pipe, or PVC manufactured in accordance with the Specifications of the American Water Works Association Number A21.2 or A21.6, and shall have bell and spigot or mechanical joint ends, the latter type joints to be in accordance with American Standards Association Specification A2 1.11; the pipe to be the Class required for the particular service.

#### (b) Installation and Testing Requirements.

(i) Installation - The service line extension must be laid in a straight line, at right angles to the street where possible, and at a depth to provide not less than 4 feet cover, and as necessary to secure proper alignment and avoid obstacles. The bottom of the trench shall be excavated so as to conform to the curvature of the pipe and afford good bearing surface.

Where rock is encountered, the excavation shall be carried below the bottom of the pipe for the distance required and the excavation backfilled with earth or clay well tamped to the proper grade. PE service lines shall be embedded with sand or Type 1A "pea" stone and a tracer wire (14 gauge insulated copper detection wire) attached to the PE pipe and stubbed up at the curb box and water service line inside the building.

No service pipe shall be laid in the same trench with gas pipe, drain or sewer pipe, or any other facility of another public service company or within three feet thereof, nor within three feet of any open excavation or vault.

The joints in pipe laid underground shall be made with a mechanical coupling of a design and material satisfactory to the Village, no soldered joint shall be used, and no joints shall be made within a distance of less than five feet from the exterior wall of the premises. All pipes passing through foundation or bearing walls shall be provided with suitable sleeves and the annular space between the sleeve and the pipe made watertight. The sleeves

shall be the size specified by the Village. The installation of the service lines shall be in complete accordance with the Standard Specifications of the Village as contained herein with respect to such work.

(ii) Hydrostatic Tests - No service line shall be covered until the service line is filled with water and subjected to a hydrostatic test, this test to be observed by a representative of the Village.

The line shall be slowly filled with water, all air expelled and the maximum pressure in the Village system allowed to develop in the service line. All pipe, fittings, valves and joints shall be carefully examined during the test. All materials found defective shall be removed and replaced with sound and satisfactory materials and all leaks completely eliminated.

The Village exercises the right to require that the small service line be subjected to a hydrostatic test of 200 lbs. for 2 hours, and will require such a test on all service line extensions, including fire protection lines, the test pressure in no case in connection with this increased pressure test to be less than 200 pounds.

(iii) Inspection - The Village shall be notified when the installation is completed and prior to backfilling, so that the service line can be subjected to the aforesaid hydrostatic test in the presence of a representative of the Village and an inspection made of both workmanship and materials. In addition to the preceding testing mentioned above, the Village shall be notified when tracer wire testing is to be conducted and completed so the superintendent may be present for testing. The notice shall include such data as the location, the name of the owner and tenant and the time the work will be ready for inspection.

Water will not be supplied through the service line extension or any related part thereof or through any service or supply line which has not been inspected in the open trench and approved by the Village. This regulation applies to both original installation and repairs. The Village may charge a fee for the inspection of an original installation and a fee for each additional trip necessary to complete the inspection, said fees to be the charges in effect at the time of said inspection work and made a part of the Schedule of Rates. If the inspection indicates failure to comply with the requirements, water service will not be granted until the proper remedial measures have been taken.

#### 45-6.3 MAINTENANCE - SERVICE LINE EXTENSION:

All service lines shall be maintained in satisfactory condition by the customer; and all valves, meters and appliances furnished and owned by the Village and on the property of the customer shall be protected properly and cared for by said customer. When repairs, renewals or replacements or other necessary work are required on the aforesaid facilities of the customer, the customer shall employ, without delay, competent tradesmen to do the work, all said work shall be done at the expense of the customer. The operation or use of the curb stop shall be subject to control by Village employees only.

#### 45-6.4 LENGTH OF SERVICE LINE:

The Village will exercise the right, in cases where the length of the service line extension exceeds 100 feet to inspect and approve the service line and in all cases where deemed advisable, to require the customer to construct, at his own expense, a watertight brick or concrete or other approved meter pit provided with a suitable cover and constructed in accordance with a plan furnished by the Village, said meter pit to be constructed at the property or curb line and to be used for the housing of the meter required for the service of the premises.

#### 45-6.5 PENALTY FOR PLACING OBSTRUCTIONS:

If obstructions are placed over, in or around water meters or curb boxes in such manner as to prevent normal access to or operation of the water meter, curb stop or to result in damage to the water meter, curb box, curb stop or service line, the Village reserves the right to remove any obstruction to the water meter, curb stop, curb box or service line. In the event of such removal, the Village will not be liable for any damage occasioned as a consequence of the process of removal of any obstruction. The customer may also be subject to any expense incurred by the Village for such in accordance with the Schedule of Rates.

(a) Prior to laying new cement sidewalks, making changes in the grade or other changes in sidewalk construction, the customer shall notify the Village, in order that the Village may relocate the curb box and the meter box, if any, at the proper grade. If such notice is not given and the box or boxes are covered or cemented over, thereby necessitating additional expense to the Village for finding and relocating the same, the customer shall be billed for such additional expense and the Village will, under no circumstances, be responsible for damage to the sidewalk.

(b) Before service will be renewed, the customer shall pay to the Village the expense incurred in shutting the water off and in turning it on again, including the cost of necessary trenching and backfilling, of cutting and replacing pavement, sidewalk or curbing, of any municipal permit or permits for opening the pavement.

#### 45-6.6 ONE SERVICE CONNECTION FOR EACH CUSTOMER:

(a) A water street lateral and curb box, including a curb box and curb stop, shall be required for each premises where the total quantity of water delivered and furnished is to be billed and metered to a single customer.

(b) A service line will be used to supply a single customer only, and no premises supplying a single customer shall have more than one service connection except where impossible or impracticable to furnish an adequate water supply service thereto through one service connection; in which event, the Village may agree to the installation and use of more than one such connection. The provision by the Village of separate services at the request of the property owner shall not relieve a property owner of ultimate liability for the charges therefor as provided by law.

(c) The owner will be responsible to install the water service from the curb stop into the premises. A valve shall be located just inside the structure, at the point of entry of the street lateral, adjacent to and ahead of the meter to permit control of the water supply.

#### 45-6.7 SINGLE SERVICE LINE WITH TWO OR MORE CUSTOMERS:

(a) The Village acknowledges that prior to the passage of these regulations customers may have been allowed connection of two or more customers through a single service line. This subsection addresses these pre-existing hook-up. . However, as is set forth in Section 6.0 above, no future customers will be allowed to connect in this manner. Where two or more customers are supplied through a single service line, any violation of this Local Law by either or any of said customers shall be deemed to be a violation as to all; and unless said violation is corrected after reasonable notice, the Village may take such action as may be taken for a single customer, except that such action shall not be taken until the innocent customer who has not violated the Village's Rules had been given notice and a reasonable time to attach his service pipe to a separately controlled service connection.

(b) In the event that an owner is servicing multiple premise dwellings from a single service line with one meter, the account shall be the responsibility and remain in the name of the owner. The Village may establish a separate water account for each of the separate tenant dwellings and apply a flat rate fee or service connection charge for each of the separate units or accounts in accordance with the Schedule of Rates.

(c) If, the quantities of water furnished to the premises are to be separately and individually metered and billed by the Village to several occupants thereof, then a separate water meter, including a proper valve without waste, the same size as the service line on the street side and immediately before the meter, and a stop and waste cock or valve on the outlet side and immediately after the meter in accordance with SECTION 45.7-METERS of this Local Law , shall be installed for the delivery of water to each occupant. All meters, unless otherwise indicated, will be furnished, installed and inspected by the Village, subject to the fees currently in effect, and will remain the property of the Village and be accessible to and subject to its own control and maintenance. The Village shall establish a separate water account for each of the separate tenant dwellings.

(d) All service lines between the curb box and the meter(s) shall be maintained in satisfactory condition by the property owner(s) without expense to the Village; and all valves, meters and appliances furnished and owned by the Village and on the property of the customer shall be protected properly and cared for by said customer.

#### 45-6.8 OTHER SERVICE LINE EXTENSION REQUIREMENTS:

The Village reserves the right to require any owner to install on or in conjunction with his service line, at their own expense, such valves, stop cocks, check valves, relief valves, pressure regulating valves, air chamber, tank, float valve or other apparatus of approved design, when and where, in its opinion, the conditions may require it for the safeguarding and protection of the Village's property or the water supply.

(a) Should the use of water through a service line connection become excessive during period of peak use, and cause a substantial decrease in pressure in the distribution system of the Village to the extent that normal water service to other customers is impaired, the Village exercises the right to require the installation of the properly designed and adequate storage and other required facilities on the system of the premises involved.

(b) Facilities identified in subsection 6.8(a) above shall include all piping, valves, fittings, storage structures, pumps, automatic controls and such other appurtenances as are required to permit the

storage of water and delivery periods of peak use on the premises, and thereby avoid direct use from the system of the Village during such periods. The basic design for such system shall be subject to approval by the Village.

(c) When steam boilers take a supply of water directly from the service pipe, depending upon the hydraulic or hydrostatic pressure in the pipe system of the Village for their supply under working pressure, it will be at the risk of the parties making such attachments, as the Village will not be responsible for any accidents to which such devices are subject.

(d) House boilers for domestic use in all cases must be provided with vacuum valves to prevent collapsing when water is shut off from the distributing pipes. The Village will in no case be responsible for accidents or damages resulting from failure to observe this rule or due to conditions in the distribution pipes, or from the imperfect action of any such valves, or due to such other causes.

#### 45-6.9 CHANGES IN LOCATION OF SERVICE LINE CONNECTION:

The customer shall pay for the cost of relocation of all service line connections made at his request or for his convenience. All changes or altering of the location of the service line will be subject to all conditions and requirements referred to in Section II of these regulations.

#### 45-6.10 RENEWAL OF SERVICE LINE:

Where renewal of a service line from the street main to the curb stop is found necessary, the Village will renew said service in the same location as the old one if possible. If the property owner or customer, for his own convenience, desires the new service line at some other location and agrees to pay all expenses of such relocation in excess of the cost of laying the service line in the same location as the old service line and cutting off and disconnecting the old service line, the Village will lay the new service line at the location desired.

#### 45-6.11 USE OF CURB STOPS:

Curb stops at the curb line shall not be used by the customer for turning on or shutting off the water supply. The control of water supply by the customer shall be by means of a stop cock located, in general, just inside the building wall. Curb stops are for exclusive use and operation by employees of the Village.

### **SECTION 45-7 – METERS**

#### 45-7.1 GENERAL:

The Village shall furnish, install and maintain meters and meter couplings but the customer shall install on such customer's premises, the necessary piping, valves and pipe coupling to receive the meter. All meters, unless otherwise indicated, will be inspected by the Village, subject to the fees currently in effect, and will remain the property of the Village and be accessible to and subject to its own control and maintenance.

#### 45-7.2 SIZE OF METER:

The Village reserves the right in all cases to stipulate the size and type of meter to be installed on each service line and to require the installation of a larger size meter in any case where the peak use of water places any meter under undue or unusual strain and/or exceeds the recommended meter capacity, and reserves the right to charge any fees currently in effect for the larger meters.

(a) The minimum size of a meter installed shall be the same size as the service line, except that, on 3/4 - inch or 1-inch line serving a domestic customer, a 5/8 inch meter may be installed.

#### 45-7.3 LOCATION:

The location for the meter shall be subject to the approval of the Village, shall be at a convenient and accessible point, shall permit control of the entire supply and shall allow proper protection of the meter from the freezing or other harm.

(a) No fixture shall be attached to, or any branch made in the service pipe between the meter and the street main. In cases where there is not a practical place to place the meter within the building, the Village may require the property owner to construct inside the property line, a brick or concrete or approved meter pit with a suitable cover or a similar type of approved meter box, such installations to be made in accordance with a plan furnished or approved by the Village. The design of the meter pit shall permit adequate access to the meter for its ready installation or removal.

#### 45-7.4 INSTALLATION OF METER:

All piping, fittings, valves, check valves, gauges, bolts, nuts, meter pit structures, manholes or other accessories or materials, and the labor for installing the same, used in connection with meter settings within the property line of the premises, shall be at the expense of the customer. The customer shall employ for this work the services of skilled tradesmen, qualified and approved by the Village, who shall cooperate with the Village and install the piping and appurtenances in accordance with the dimensions and requirements for each specific case, so that the meter or meters can be properly installed and connected by the Village.

(a) The customer shall furnish and install on the service line a wheel handle round way stop cock or gate valve, without waste, the same size as the service line on the street side and immediately before the meter, and a stop and waste cock or valve on the outlet side and immediately after the meter. When a check valve is installed, a safety valve shall be furnished and installed by the customer at a convenient point in the house piping to relieve excess pressures due to heating of water. The customer will also furnish and install a back flow preventer if applicable in accordance with the regulations contained herein.

(b) Meter bypasses shall not be allowed unless otherwise approved by the Village.

(c) For all services over 2 inches, where there is a demand or necessity for uninterrupted water service, in order to eliminate inconvenience to both the customer and the Village when repairs to or replacement of the meter is necessary, the Village may, at its option, require the installation of a battery of two lines on the one service line, with a combined capacity approximately equal to the capacity of the single line requested. Such installations shall be properly valved to control or put any single line out of service and permit its removal without interruption of service through the remaining meter or meters.

#### 45-7.5 MAINTENANCE CARE AND RESPONSIBILITY FOR DAMAGE:

The Village will maintain all meters and remotes at its expense, except meters and remotes for which the customer is liable. . The Village shall be responsible for all costs relating to ordinary wear and tear of the meter. The customer shall be responsible for all other costs to repair or replace meters, including but not limited to costs that arise out of damage by freezing, flooding, hot water, or external damage to the meter. The Village requires the installation of suitable equipment, properly locate and installed, to prevent back

flow of hot water which may cause damage to the meter or pipes or other equipment. In the event of the injury to or nonworking of the meter and/or remote, the customer shall promptly notify the Village. The Village will furnish and set another meter and/or remote to replace those frozen or damaged, and the cost of the repairs shall be billed to the customer in accordance with the Schedule of Rates.

(a) The Village reserves the right to remove and replace any meter at any time as part of a maintenance program or for any other reason.

#### 45-7.6 METER TESTS:

All meters will be accurately tested before installation and thereafter periodically tested.

(a) Should the customer at any time doubt the accuracy or correctness of the meter measuring water delivered to the customer's premises, the Village will make a test of the accuracy of the meter. A customer may require the meter to be sealed in his presence before removal, which seal shall not be broken until the test is made in his presence. If the meter tested is found to be accurate within the limits herein specified, the customer will be charged a fee as set forth in the Schedule of Rates. If the meter tolerances are outside the appropriate limits, the test will be made at no charge to the owner. When making such request, the customer shall agree to the basis of payment currently in effect.

(b) A report of such test shall be made to the customer and a complete record of such tests shall be kept by the Village. Rates for testing meters will be furnished by the Village.

(c) In the event the meter so tested is found to have an error in registration in excess of four percent (4%), the cost of the test will be borne by the Village and the advance fee will be refunded. The bill, based on the last reading of such meters, shall be corrected accordingly. This correction shall apply prospectively.

(d) The Village reserves the right to remove and test any meter at any time at its own expense and, if such meter is found to be inaccurate, to substitute another meter of the same size in its places, either permanently or temporarily.

#### 45-7.7 CHANGES IN LOCATION OF METERS:

The customer shall pay for the cost of relocation of all meters made at his request or for his convenience.

#### 45-7.8 SEALS:

No seal placed by the Village for the protection of any meter, valve, and fitting or other water connection shall be tampered with or defaced. It shall not be broken except upon authorization from the Village or in the presence of a Village representative. Where the seal is broken, the Village reserves the right to remove the meter for testing at the expense of the customer. A fee will be charged for broken seals in accordance with the Schedule of Rates.

#### 45-7.9 LEAKS:

Customers are urged to give careful attention to their plumbing and fixtures and make immediate correction of any leaks. No allowance will be made by the Village for water used, lost, stolen or otherwise wasted after passing through the water meter, except by approval from the Water Hearing Board or Board of Trustees, as applicable.



#### 45-7.10 READING AND REGISTRATION OF METERS:

Reading of meters shall be taken periodically at the option of the Village; the official water meter shall be the only one read by the Village. The quantity recorded by the meter shall be taken to be the amount of water passing through the meter, which amount will be conclusive on both the customer and the Village, except when the meter has been found to be registering inaccurately or has ceased to register. In such cases, the quantity may be determined by the average registration of another meter for a period of at least 20 days, or of the same meter for a period of at least 29 days after it has been repaired, tested and requested; or the quantity consumed during a previous corresponding period may be used as a basis for settlement.

(a) Any and all additional meters desired by the property owner shall be installed on the house or outlet side of the official water meter, and all such additional meters shall be furnished, installed and maintained by the property owner (s) at their own expense.

#### 45-7.11 ACCESS TO METERS:

The Village shall have access at all reasonable times to meters, service connections and other property owned by it on customer's premises for the purpose of maintenance, operation and meter readings. The failure of any customer to permit reasonable access shall be sufficient cause for discontinuance of service.

(a) Should the Village's agent empowered to read meters and/or remotes, be unable to obtain access for a meter reading if necessary, the customer may be notified of his default by leaving a notice on the premises that customer must arrange for access for the Village meter reader within three (3) days. Should customer fail to make such arrangements for meter reading during meter reader's normal working hours (8:00 A.M. - 2:30 P.M.) within a three (3) day period, a notice shall be given either by registered mail or by delivery to an adult member of customer's household on the premises. Said notice shall advise water service will be discontinued five (5) days after mailing or service of the notice, unless customer has ceased to be in default under the terms of these this Local Law.

#### 45-7.12 NOTIFICATION RELATIVE TO CONDITION OF METER:

The customer shall notify the Village of damage to or of the nonworking of the meter, or of the breaking of the seal or seal wire, as soon as he is cognizant of such a condition.

#### 45-7.13 MINIMUM CHARGE:

Every meter installed is subject to a fixed minimum charge in accordance with the Schedule of Rates. Such minimum shall be nonabatable for a nonuser of water and noncumulative against subsequent consumption. In the case of fractional bills, charges and allowances shall be prorated.

#### 45-7.14 METER REMOVAL:

If the Village is required to remove a meter at the request of a customer, the customer will be charged according to the Schedule of Rates.

## **SECTION 45-8 – SERVICE TERMINATION**

### **45-8.1 BY CUSTOMER:**

Any customer may terminate his service contract with the Village, and have his water service discontinued upon giving no less than seven (7) days' notice to the Village, and upon the lapse of a reasonable time to permit the Village to take final meter readings, which shall occur no later than seven (7) days after receipt of the notice to terminate service, and attend to other details in connection with such discontinuance of service. The customer shall remain liable for water furnished to the premises until a final reading is taken.

(a) When a customer temporarily suspends service, water shall not again be furnished to such person until the minimum meter charge has been paid for the period of nonuse, provided such period charged shall not exceed four quarters or one year. This charge shall be in addition to any other charge due from the customer.

### **45-8.2 BY THE VILLAGE:**

Water Service may be discontinued for any of the following reasons:

(a) For the use of water for or in connection with, or for the benefit of, any other premises or purposes than those described in the application;

(b) For willful waste of water through improper or imperfect pipes, fixtures or otherwise;

(c) For failure to maintain in good order the service lines and fixtures owned by the applicant;

(d) For molesting or in any other way interfering with any service pipe, meter, meter box, curb stop, curb box or with any seal on any meter or other fixtures and appliances of the Village;

(e) In case of continued vacancy of the premises;

(f) For refusal of reasonable access to the premises for purposes of inspecting the piping; fixtures and other water system appliances therein, or for reading, caring for, repairing or removing meters and/or remotes;

(g) For the neglecting or refusing to make or renew advance payments where required or for nonpayment of water service, or for any other charge accruing under the application;

(h) For making any cross connection between a pipe or fixture carrying water furnished by the Village and a pipe or fixture carrying water from any other source;

(i) For resale of water except where subject to a special agreement;

(j) For premises where the demand for water is greatly in excess of past average of seasonal use, or where such excessive demands for water by the premises are or may be detrimental or injurious to, or make inadequate, or in any way impair water service furnished to other customers;

(k) For premises where apparatus, appliances or equipment using water is dangerous, unsafe and not in conformity with laws or ordinances;

(l) For fraud or abuse;

(m) For violation of this Local Law or other requirements governing the supply of water furnished by the Village.

#### 45-8.3 RENEWAL OF SERVICE AFTER DISCONTINUANCE:

Service may be renewed under a proper application when the conditions under which such service was discontinued are corrected and upon the payment of all proper charges of amounts provided in the Schedule of Rates.

#### 45-8.4 SUSPENSION OF SERVICE DUE TO EMERGENCY:

The Village shall have the right, as necessity may arise in case of breakdown, emergency or for any other unavoidable cause, to cut off the water supply temporarily in order to make necessary repairs, connections, meet any emergency, and to do such other work. The Village will use all reasonable and practical measures to notify the customer of such discontinuance of service. In such cases, the Village shall not be liable for any damage or inconvenience suffered by the customer or any claim against it any time for interruption in service, lessening of the supply, inadequate pressure, poor quality of water or for any other causes beyond its control; and such temporary shutoff of the water supply shall not entitle the customer to any abatement or deduction in or from the water service charges, nor the refund or any portion of such service charges paid in advance during or for the time of such shutoff. When a supply of water is to be temporarily cut off, notice will be given, when practicable, to all customers affected by the shutting off, stating the probable duration of the interruption of service and also the purpose for which the shutoff is made. Nothing in this Local Law, however, shall be construed as a guarantee, covenant or agreement of the Village to give notice of any shutoff due to emergencies or otherwise.

### **SECTION 45-9 - PUBLIC FIRE SERVICE**

#### 45-9.1 MAINTENANCE:

All fire hydrants will be maintained by the Village at its own cost and expense, provided that any expense for repairs caused by carelessness or negligence of any person may be recovered by the Village by any method provided by local or state law.

#### 45-9.2 ALLOWABLE USE:

Only persons authorized by the Village shall take water from any public fire hydrant except for fire purposes or for the use of the fire department in case of fire; no public fire hydrant shall be used for sprinkling streets, flushing sewers or gutters or for any other than fire purposes, except with the approval and issuance of a permit by the Superintendent, said permit being subject to revocation at any time. If prior approval has not been granted and a fire hydrant or hydrants are used by a fire department, municipality, or any others, such party or parties shall notify the Main office of the Village of such use immediately in order to allow the Village's checking the condition of the hydrant or hydrants.

#### 45-9.3 CHANGE OF LOCATION:

Whenever a municipality or person or persons desire a change in the location of any fire hydrant, the Village, upon written request will make such change if determined feasible, at the expense of the municipality or person or persons making such request, subject to the right of the Village to refuse relocation because of size of main, pressure, condition of distribution system or other reasonable causes.

The Village will not approve changes which will compromise the fire protection of property within the area of the original hydrant.

#### 45-9.4 INSPECTION:

Upon request of the duly authorized officials of the Village or any municipality serviced by the Village, the Village will make inspections at convenient times and at reasonable intervals to determine the condition of fire hydrants located within said municipalities. Such inspection shall be made by a representative of the Village and a duly authorized representative of the municipality requesting the inspection.

### **SECTION 45-10 - PRIVATE FIRE PROTECTION SERVICE**

#### 45-10.1 APPLICATION FOR PRIVATE FIRE PROTECTION SERVICE:

A written application must be submitted to the Village for the purpose of requesting a special connection for private fire protection service. The application shall be accompanied by accurate plans showing the proposed fire protection system. No fire protection facilities involving the use of Village water shall be installed at any time and any changes in or additions to fire protection facilities shall be made without prior approval by the Village and the local Fire Department.

#### 45-10.2 APPROVAL OF APPLICATIONS:

The application does not bind the Village to approve the requested special connection. It is the customer's responsibility to provide an engineering study of each proposed installation to determine whether such a connection is reasonable and practical, and whether such a connection will in any way endanger the general water service in the vicinity; the Village reserves the right to refuse approval of an application. The Village further reserves the right to make an approval, subject to the installation of adequate storage facilities and related appurtenances on the premises, if found necessary in order to permit maintenance of adequate water service to other customers.

#### 45-10.3 TERMS AND CONDITIONS:

The final approval of an application and furnishing of private fire protection service will be subject to the execution of a contract between the owner and the Village, containing the following terms and conditions and containing such other terms and conditions as are found necessary.

a. That the Village, by its representative, shall have the right to enter the premises of the applicant at any reasonable time for the purpose of making such inspections as may be deemed necessary, and shall have the right to attach any testing device or use any means which it may elect to ascertain the condition of the pipe and appurtenances and uses made of the same.

b. That the service connection from the street main up to and including the curb stop or valve and control box and control valve shall be installed at the expense of the customer and shall be maintained by the Village; that all other pipe, fixtures and appurtenances shall be installed in accordance with the requirements set forth relative to service line and/or water main extensions and maintained in good condition by and at the expense of the applicant. In such instances where the service connection is approved to provide fire protection service and other metered service, always being subject to a design satisfactory to the Village, the control valves on the fire service line may be installed on the property of the premises at the approved locations.

c. All private fire systems shall be designed to the current NFPA standards governing these systems.

d. That all fixtures and openings (other than the controlling valves) shall be kept closed and sealed and not open or used except in times of fire.

e. That the applicant agrees the Village shall not be considered in any manner an insurer of property or persons, or to have undertaken to extinguish fire or to protect any person or property against loss or damage by fire or otherwise.

f. That the applicant does not contemplate uses of fixtures other than herein stated. If a supply for use other than extinguishment of fire is desired by the applicant, the same shall be taken only through a service pipe connected with the street main of the Village and not connected directly or indirectly with the service pipe contemplated by this application. Where it suits the convenience of the Village to allow dual domestic service-fire connections for a particular customer the Village shall have the discretion to consider alternate designs, which employ a single service pipe connected with a street main, on a case by case basis. Any waste or use of water for purposes other than the extinguishment of fire through this connection shall be deemed a violation of the terms and conditions of this application and this Local Law.

g. That the applicant shall furnish, attach and make a part hereof, an accurate drawing showing the pipes, valves, hydrants, tank openings and appurtenances contemplated in this application. Such drawings must also show any other water supply system and pipelines and appurtenances which may exist on the premises. There is no connection between such other supply and pipes connected to the Village's mains.

h. That the rights and obligations of the applicant hereunder shall be further subject at all times to the Rates, this Local Law of the Village as it now exists or as it may hereafter be revised and adopted.

i. That the applicant agrees to obtain in advance the approval of the Village for any change, alteration, addition or deduction contemplated in the fixtures, openings and uses herein specified.

j. That the Village has the right to discontinue or disconnect said service pipe and terminate the application, upon written notice given fifteen (15) days in advance by the Village to the applicant, for failure to pay any bill when due or for any violation of any of the terms and conditions of this application, or for any violation of its rules.

k. In case of an emergency the Village has the right to shut off all or any part of its facilities and discontinue the service without notice in order that the Village can make repairs, alterations or additions to existing facilities. Further, the Village will interrupt services without notice to prevent possible contamination through cross connected facilities of the applicant or to prevent negligent or willful waste of water through the facilities of the applicant.

l. In the case of an emergency the Village may utilize the equipment and infrastructure of such private fire service for fire- fighting, in which case an adjustment shall be made to the private owner's water service bill removing any charges for water used by the Village during such emergency.

m. The entire installation, from the street main and including the hydrant, shall be installed at the expense of the customer.

#### 45-10.4 GENERAL CONDITIONS - PRIVATE FIRE HYDRANTS:

The private fire hydrant or fire hydrants installed on a separate fire service main will be subject to the overage charges under Overage on Schedule of Rates, subject to a special contract and to this Local Law controlling such service.

Such connections, where allowed, are to be used solely for the extinguishment of fire and for no other purpose, except upon written consent of the Village; and any violation of this provision shall be cause for the cancellation of the contract and discontinuance of the service.

#### **SECTION 45-11 - RESPONSIBILITY FOR FIRE SERVICE**

The Village, by the provision of public or private fire service or water service of any kind does not warrant that it will provide any special pressure, capacity, or facilities other than can be supplied by the ordinary and changing operating conditions of the Village, as the same exist from day to day. The Village does not assume any liability to any party for injury to persons or property as a consequence of fire, lack of water, failure to supply water pressure or capacity or for any malfunction of Village owned equipment.

#### **SECTION 45-12 - BILLS AND PAYMENTS**

##### 45-12.1 PLACE OF PAYMENT:

(a) All bills are payable at the Village Office or any pay agency as designated by the Village. All invoices shall be paid in United States dollars, and may be paid by cash, check or money order.

(b) The Village may elect to accept credit or debit cards, or to accept payments by a website or other electronic service, and if the Village elects to accept payments in such fashion the Village may add to the cost of the bill any service charge or interchange fees the Village incurs in accepting the payments.

##### 45-12.2 BASIS FOR PREPARATION OF BILLS:

All bills for services furnished by the Village will be based on the published Schedule of Rates of the Village. All bills shall be rendered and are due and payable as noted on the bill.

(a) Each premise will be subjected to a fixed minimum charge for each meter, based on the applicable Rate Class in accordance with the Schedule of Rates. Such minimum charge shall be non-abatable for a nonuser of water, and noncumulative against subsequent consumption. In case of fractional bills covering less than the billing period, minimum charges and allowances of water shall be prorated.

##### 45-12.3 BILLS RENDERED AND DUE:

The Village will make regular meter readings either monthly or quarterly, at its option, and bills will be on a quarterly basis.

(a) All bills are due and payable by the Due Date on such bill. Payment of the bill more than nine (9) days after the Due Date will incur such penalty added to the bill as is currently in effect.

(b) If bills are not paid within the required period during which the gross amount shown thereon applies, a delinquent notice may be served by mail, telephone call, or in person to the effect that, unless the bill is paid within the number of days currently allowed, service will be discontinued. Any and all

charges for postage in mailing delinquent, shut off and termination notices may be applied to the owner's account.

(c) If service is thus discontinued, it will not be restored until all unpaid bills and charges, including the posting, termination and reconnect charges, are paid or satisfactory arrangements made for payment.

(d) The Village may mail or deliver the bills and notices to the customer at his address given in the application for service and the Village shall not be responsible for the delivery thereto. Failure to receive bills will not be an excuse for nonpayment.

(e) Any check received by the Village in payment of any bill due the Village, which check is returned unpaid by the drawee bank for any reason, shall be charged against the account involved and, in addition, charges shall be made against said account for cost of handling, for each call for collection and for any other costs involved, such charges to be as currently in effect.

#### 45-12.4 DELINQUENT ACCOUNTS – NOTICES AND FEES:

Any account that remains unpaid for a period in excess of thirty (30) days from the date of issuance shall be considered delinquent. All invoices issued by the Village that remain unpaid after they become delinquent shall be charged interest at a rate of ten percent (10%) per month or part of a month that such invoice remains unpaid, and such interest shall continue to be charged monthly until all charges are paid in full. Upon any account becoming delinquent for non-payment of water charges, the Village shall provide a mailed written notice ("Delinquency Notice") to the resident and, if different, the owner of the premises (as long as the Village may determine the owner through public records or the owner of rental units within the Village has given the Village written notice of the properties owned and rented out by such person to be used for notice purposes), advising both persons of the delinquency. This delinquency may be disputed by filing a written statement of the reasons for the dispute with the Village Clerk, who shall forward such statement to the Water Hearing Board. If such a dispute is filed, it will be investigated and a formal written response will be given by the Water Hearing Board within thirty (30) days. The termination will be deferred pending the processing of the dispute.

(a) If payment is not rendered to the Village within ten (10) days of the Delinquency Notice, the Village shall post a notice of the delinquency at the residence of the delinquent account ("Shut Off Notice"), advising the resident of the date that the water services will be terminated, no less than five (5) business days after the posting. A \$10.00 charge for posting will be added to the delinquent account at this time. If the Village receives no response to the Posting, water service will be disconnected on the day previously indicated on the Posting. The Shut Off Notice to be posted at the delinquent residence will advise the delinquent account holder of the requirements for reconnection, and of the amount due to avoid termination at that time. In order for water service to be reconnected, a reconnection charge in the amount currently in effect must also be paid in addition to the total balance due on the account. This payment must be made in cash, certified check or money order at the offices of the Village.

(b) For any customer outside of the Village, after the Shut-Off notice is issued and the account remains unpaid for five (5) days, the Village may shut off the water service. If the Village is unable to terminate the water service the Village shall impose a \$5 / day charge in addition to the late charges designated above.

(c) If a delinquent account holder is unable to pay the balance due on the account prior to the termination date, the account holder may request relief as provided in Section 45-12.4(e).

(d) Normal hours for service reconnections by the Village are 8:00 a.m. to 2:30 p.m. Monday through Friday. In case of an emergency, after-hours reconnection services may be requested. A special additional charge according to the Schedule of Rates for after-hours service will be levied. This charge, in addition to the amounts specified above, must be paid in cash, certified check or money order and in advance prior to restoration of service.

(e) In the case of inability to pay a water service invoice, the Village may, but shall not be required to, offer a reasonable installment payment plan where, at a minimum, the invoice at issue is equal to or greater than 200% of the customer's average water bill over the last 12 months (or a shorter time if the service has not been in use for a full 12 months at that time). The Village may offer an installment payment plan in other situations, upon proof of financial hardship and at the Village's sole discretion. No installment payment plan will be offered to delinquent account holders who have previously defaulted on an installment payment agreement. Any installment payment under an offered plan is to be made in addition to the amount due on the delinquent customer's regular quarterly bills. Requests for installment payment plans should be made in writing to the Village Clerk who shall forward all such requests to the Water Hearing Board for final determination.

(f) Appeals. Any person aggrieved by a determination of the Water Hearing Board shall have the right to appeal to the Board of Trustees. Such appeal shall be taken by filing a written statement setting forth fully the grounds for the appeal and providing the appellant's full name, mailing address and telephone number, no later than fourteen (14) days after receipt of the formal written response from the Water Hearing Board. The Board of Trustees shall set a time and place for a hearing on such appeal and notice of such hearing shall be mailed to the appellant at his or her address contained in the notice of appeal, at least five (5) days prior to the date set for the hearing. The decision and order of the Board of Trustees shall be final and conclusive.

#### 45-12.5 ASSESSMENT OF ATTORNEY FEES:

In the collection of user charges and other Village claims and assessments, the Village shall be entitled to assess and collect reasonable attorney fees.

#### 45-12.6 LEVY ON TAX ROLLS:

All outstanding bills for properties in the Village will be added to the Tax Roll if not paid by March 20th. At the close of business on March 25th, a fifteen (15%) percent (of the total amount outstanding) late fee shall be added to all bills that are added to the tax roll.

### **SECTION 45-13 - CROSS CONNECTION AND INTERCONNECTIONS**

#### 45-13.1 PROHIBITION OF CROSS CONNECTIONS:

No cross connection between the mains or piping systems supplied by the Village and any other systems of water supply shall be permitted. (See Section VI) without approved backflow prevention. No interconnections shall be permitted without approved backflow prevention. An approved cross connection control plan must be developed in accordance with any applicable county or state code requirements.



(a) All customers now having or maintaining any cross connections must discontinue use immediately.

#### 45-13.2 RIGHT TO DISCONTINUE WATER SERVICE:

In addition to any or all other grounds for discontinuance of service, the Village shall have the right to discontinue water service without notice, relative to cross connections, under the following circumstances:

(a) Failure on the part of the customer to discontinue the use of and separate physically all objectionable cross connections and interconnections, if so directed;

(b) Receipt by the Village of an order from health authorities or plumbing inspectors to discontinue service to a premises on the ground of violation of Village This Local Law regarding cross connections, or on the ground of dangers of health because of the existence of cross connections or inter connections on their premises.

### **SECTION 45-14 - REGULATION FOR AIR CONDITIONING SYSTEMS**

#### 45-14.1 GENERAL:

The following regulations shall apply to all water-cooled equipment installed on the premises for the purpose of reducing the dry-bulb temperature or decreasing the absolute humidity of air whether for comfort, air conditioning, refrigeration, processing or whatever other purposes.

#### 45-14.2 PERMIT REQUIRED:

No one shall place into operation or use any equipment for air conditioning or refrigeration which requires a supply of water from the system of the Village without first having secured a written permit therefore from the Village.

#### 45-14.3 APPLICATION FOR PERMIT:

A written application must be submitted to the Village for the purposes of requesting a permit to operate air conditioning systems regulated by this Local Law, said application to be subject to fees as are required at the time of the application. This Local Law of the Village shall regulate and control the use and operation of any equipment for air conditioning or refrigeration. The application required under this Section shall be submitted at least one month before such use is planned, and include and be accompanied by such information as may be requested by the Village.

#### 45-14.4 WATER USE AND CONSERVATION:

Systems with a capacity in excess of 2-1/2 tons per 24 hours shall not use water directly (or indirectly, except when used with conservation equipment) from the public supply. All such systems shall be equipped with evaporative condensers, cooling towers, spray ponds, or other water conservation equipment, the piping in connection therewith to be arranged so as to prevent any back siphonage into the public water supply system. Systems with a total capacity not exceeding 2-1/2 tons (per 24 hours) may use water directly from the public supply at a rate not exceeding 2.0 gpm per ton if the water temperature is 75 degrees Fahrenheit, provided they are equipped with an automatic regulating valve which will (1) stop the flow of water when the refrigerating machine is shut down, and (2) throttle the flow of water

down to the momentary requirements of the system. All systems having total capacities exceeding 2-1/2 tons (per 24 hours) shall be equipped with evaporative condensers, cooling towers, spray ponds or other water-cooling equipment, unless otherwise approved. This equipment shall be of sufficient capacity to insure conformance with the requirements in the following table for making-up water when operating under full loading at maximum summer temperatures:

**MAXIMUM ALLOWABLE WATER USE**

Water Hardness-ppm    Maximum Use – gpm/ton

0 – 139    0.1

140 – 199    0.15

200 – 254    0.2

255 – 339    0.3

340 – 424    0.4

425 and over    0.5

**SECTION 45-15    SANITARY PROTECTION:**

**45-15.1    GENERAL PROHIBITION**

No person shall perform any act or grant any permit or approval which may result in the contravention of the standards for water quality as contained in 10 NYCRR Part 170 and 6 NYCRR Parts 700-706, inclusive.

**45-15.2    SPECIFIC PROHIBITIONS**

- (a) Cemeteries. No interment of a human body shall be made within a 250 foot linear distance of the wells.
- (b) Chloride salt. No chloride salt shall be stored within a 500 foot linear distance of the wells except in weatherproof buildings or watertight vessels.
- (c) Herbicides and Pesticides. No pesticides or herbicides shall be stored, discharged, applied or allowed to remain within a 500 foot linear distance of the wells unless a permit to do so has been obtained from the appropriate State agency having jurisdiction.
- (d) Human excreta and sewage.
  - (i) No privy, privy vault, pit or other receptacle of any kind for either temporary storage or the permanent deposit of human excreta or sewage shall be constructed, located, placed, maintained or allowed to remain within a 250 foot linear distance of the wells.
  - (ii) No human excreta or sewage shall be deposited or spread upon or beneath the surface of the ground within a 250 foot linear distance of the wells.
  - (iii) No sewage or polluted liquid of any kind shall be discharged or allowed to flow on or beneath the surface of the ground within a 250 foot linear distance of the wells, except in watertight pipes connected to a sewage disposal system or treatment works for which

a permit has been granted by the appropriate State agency having jurisdiction over such facility. No such watertight pipe shall be located within a 15 foot linear distance of the wells.

(e) Junkyards. No junkyard shall be located within a 250 foot linear distance of the wells.

(f) Radioactive material. No radioactive material shall be disposed of by burial in soil within a 500 foot linear distance of the wells and not within a 500 foot to a 1,000 foot linear distance of the wells unless authorization has been obtained from the appropriate State agency and such burial is in accordance with provisions of Part 16 of Title 10 of the Official Compilation of Codes, and this Local Law.

(g) Refuse. No refuse shall be deposited on or beneath the surface of ground within a 250 foot linear distance of the wells.

(h) Refuse disposal area. No refuse disposal area shall be located within a 500 foot linear distance of the wells.

(i) Toxic substances. No container used for the storage of toxic substances shall be buried beneath the surface of the ground within a 500 foot linear distance of the wells.

(j) Trespassing. No trespassing shall be allowed upon the property of the Village upon which the wells are located and no person or persons shall enter in or upon such property except the person or persons authorized to enter said property by the Village.

#### 45-15.3 GENERAL REQUIREMENTS

(a) Discharge connections for the disposal of waste waters shall be in strict accordance with the applicable this Local Law of State and local health regulatory bodies.

(b) Cooling waters which are to be reused for other purposes shall be provided with free above-the-rim discharge before entering other equipment; otherwise, permission shall be obtained in writing from the Village approving the proposed connections and use.

(c) On installations other than those described, there shall be a physical break between the public water supply piping - the piping of the installation, so arranged as to make impossible back siphonage to the public water supply system, this requirement being in accordance with the regulations prohibiting cross connections.

### **SECTION 45-16 WATER MAIN EXTENSIONS**

#### 45-16.1 APPLICATION FOR EXTENSION:

Unless otherwise indicated, a written application must be submitted to the Village for the purpose of requesting approval of a water line extension and water service. Said application is to be signed by the owner or owners, and is subject to the terms and conditions included herein. Which application, together with the This Local Law of the Village, shall regulate and control the installation of water line extensions and the furnishing of water service therefrom.

#### 45-16.2 LEGAL REQUIREMENTS TO BE MET

The Owner and the Village are subject to federal, state and county laws and regulations relating to the construction of new water mains or water system extensions whose application varies depending upon the circumstances and whose requirements must be complied with including the following:

(a) New York State Environmental Quality Review Act. As early as possible, the Village has to determine whether an Environmental Assessment Form needs to be prepared for the proposed action. The extension of water service to "approved subdivisions", not otherwise requiring the preparation of an Environmental Assessment Form, is exempt.

(b) The Cattaraugus County Department of Health, or the Erie County Department of Health, as applicable, must approve the plans and specifications.

(c) The requirements of the Village are set forth in this law. Additional requirements may need to be satisfied depending upon the Owner's particular proposal to implement the provisions and purposes of the law; such requirements may not be evident to the Village at the time of the initial review of the design to be submitted by the Owner under this Article but may arise as design, construction and testing of facilities progresses.

#### 45-16.3 RESPONSIBILITY FOR COST:

The entire cost of the water main extension, including the cost of fire hydrants and other appurtenances and facilities, shall be borne by the developer.

#### 45-16.4 DESIGN

Submissions to the Village. The Owner who desires to construct a new water main or a water system extension must submit the following to the Village:

(a) Three prints of plans and specifications.

(b) Cattaraugus County Department of Health or Erie County Department of Health Application for Approval of Water Distribution System partially completed with information specific to the water system extension. The Superintendent will supply related Village information on the form, will sign this application and will forward it to the appropriate County Health Department.

(c) Standards. Drawings to scale bearing the stamp of a New York licensed engineer are required. Such plans and specifications shall include without limitation the location, size, nature and specifications of all physical components of the system (e.g. water lines, valves and associated equipment) the location and construction of all access roads, the location of any easements or other property rights to be provided to the Village, a surveyor's description of the property rights required for the operation, maintenance and repair and replacement of the water system extension and such other information as is deemed necessary by the Village or its engineers. Design of the system must include, without limitation, adequate means of ingress and egress to the entire system for its operation, maintenance, repair and replacement. Where deemed necessary by the Village, provision must be made for roads of sufficient hardness to support vehicular traffic.

(d) Review. The Village and its engineers will review the materials submitted. The Owner must provide information and general cooperation with the Village as is necessary to effectuate the review.

(e) Approval. The Village will either approve the Owner's plans and specifications, reject them in whole, or return them with comments for needed modifications. The Owner's engineer shall consult closely with the Village's staff during the review by the Village and the appropriate County Department of Health. After the approval of the plans and specifications by the appropriate County Health Department and the Village and the proof of liability insurance required by this Article are filed with the Village, construction may begin.

#### 45-16.5 CONSTRUCTION

Inspection. During construction, the Village may have inspectors on the site from time to time, and the Owner shall make the site of the construction freely available to them. Such inspectors function solely to advise the Superintendent on the progress of construction. Their presence does not imply knowledge of or approval of any aspect of the construction, nor shall they have any responsibility to advise the Owner or the Owner's agents with respect to the construction.

(a) Testing. Upon completion of construction, the Owner shall cause the system to be tested as set forth in this Article and other applicable laws and regulations by the Owner's engineer who shall witness such testing.

#### 45-16.6 MATERIALS FOR WATER PIPE AND APPURTENANCES.

Pipe used on new water mains or water system extensions shall be constructed of new and unused pipe of one of the following materials. The choice of pipe for the specific application shall be as proposed by the design engineer and approved by the Water Superintendent:

(a) Ductile iron pipe manufactured in accordance with AWWA Standard C150 and C151 of Class 52 barrel thickness. The pipe shall be titan joint type with the joint meeting the requirements of AWWA Standard C111. The pipe shall be cement mortar lined and double seal coated inside and out with a bituminous coating of at least 1 mil thickness in accordance with AWWA Standard C104.

(b) Polyvinyl chloride (PVC) pipe manufactured in accordance with AWWA Standard C900, being Pressure Class 200, DR 14. The pipe shall be marked by the manufacturer with the manufacturer's name, the DR rating, and the pressure rating. The pipe shall be certified for use with potable water by NSF and shall be so marked with the seal of the agency. The outside dimensions of the pipe shall conform to the outside dimensions of ductile iron pipe.

(c) Mainline fittings:

(i) Shall be compact fittings manufactured of ductile iron in accordance with AWWA Standard C153, Class 350.

(ii) Shall be cement mortar lined and seal coated inside and out with an approved bituminous coating at least 1 mil thick in accordance with AWWA Standard C104.

(iii) All fasteners used on these fittings shall be flouro-carbon coated such as SC-1 fasteners as manufactured by StandCote, or approved equal.

(iv) Mechanical joint restraints shall be installed in accordance with AWWA C600.

- (v) Mechanical Joint Restraints shall be Megalug by EBAA Iron Sales, Inc., or approved equal.
- (d) Gate Valves shall be resilient wedge with non-rising stem, having parallel seats and a cast iron body and shall conform to AWWA Specification C509, and the following supplemental details:
  - (i) Valve Gates: Cast iron encapsulated with resilient material.
  - (ii) Type of Stem Seal: O-ring (2).
  - (iii) Ends are to be mechanical joint.
  - (iv) Two inch (2") operating nut.
  - (v) Mainline and hydrant auxiliary valves shall have resilient seat.
- (e) Valve Boxes shall be of three piece, Buffalo style cast iron construction, screw type with threads integrally cast with the box.
  - (i) Coating: Two (2) coats of asphaltic coating.
  - (ii) Extensions: If needed for abnormally deep valve installations.
  - (iii) Lid: The word WATER shall be cast in the lid.
- (f) Hydrants used in the work shall conform to AWWA Standard C502 and the following:
  - (i) Compression type with valve opening equal to 5% inches.
  - (ii) Cast iron body, fully bronze mounted.
  - (iii) Two (2) 2 1/2 inch hose connections with national standard threading (NST thread).
  - (iv) One (1) 4" pumper connection (4.72x6 TPI).
  - (v) The operating stem nut shall be a five-sided (pentagon) 1/2" nut to open right (clockwise) of one piece bronze construction.
  - (vi) The boot (base) shall be mechanical joint with a 6" inlet diameter.
  - (vii) Hydrant shall be factory painted red.
  - (viii) Traffic model with breakaway flange.
  - (ix) Nozzle caps shall be securely fastened to the barrel with chain.
- (g) A dirt (weather) shield shall be provided to protect the operating mechanism from grit buildup and corrosion due to moisture.
- (h) Hydrant shall be draining.
- (i) Manufacturer:
  - (i) Kennedy Guardian Hydrant (K81A)

(ii) Mueller Centurion Fire Hydrant

45-16.7 WATER PIPE INSTALLATION

Local utilities shall be contacted to verify construction plans and to make arrangements to disconnect all utility services, where required to undertake the construction work. The utility services shall later be reconnected. The work shall be scheduled so that there is minimum inconvenience to local residents. Residents shall be provided proper and timely notice regarding disconnection of utilities.

(a) The construction right-of-way shall be cleared only to the extent needed for construction. Clearing consists of removal of trees which interfere with construction, removal of underbrush, logs, and stumps, and other organic matter, removal of refuse, garbage, and trash, removal of ice and snow, and removal of telephone and power poles, and posts. Any tree which will not hinder construction shall not be removed, and shall be protected from damage by any construction equipment. Debris shall not be burned, but hauled for disposal in an approved manner.

(b) The public shall be protected from personal and property damage as a result of the construction work.

(c) Traffic shall be maintained at all times in accordance with applicable highway permits. Where no highway permits are required, at least 1/2 of a street shall be kept open for traffic flow.

(d) Erosion control shall be performed throughout the project to minimize the erosion of soils onto lands or into waters adjacent to or affected by the work. Erosion control work shall be implemented following the guidance provided in the New York State Guidelines for Urban Erosion and Sediment Control of the latest revision. If the project is large enough to require a State Pollutant Discharge Elimination Permit (SPDES) for the storm water runoff from the construction activity as required by NYSDEC regulations, a Storm Water Pollution Prevention Plan shall be prepared and filed with the Village and a Notice of Intent (NOI) shall be filed with NYSDEC prior to any work be completed.

(e) The trench shall be excavated only wide enough for proper installation of the water pipe and appurtenances. Allowances may be made for sheeting, de-watering, and other similar actions to complete the work. Roads, sidewalks, and curbs shall be cut, by sawing, before trench excavation is initiated.

(f) Under ordinary conditions, excavation shall be by open cut from the ground surface. However, tunneling or boring under structures other than buildings may be permitted. Such structures include crosswalks, curbs, gutters, pavements, trees, driveways, and railroad tracks.

(g) Open trenches shall be protected at all hours of the day with barricades.

(h) Trenches shall not be open for more than 50 feet in advance of pipe installation nor left unfilled for more than 50 feet in the rear of the installed pipe, when the work is in progress, without permission of the Superintendent. When work is not in progress, including overnight, weekends, and holidays, the trench shall be backfilled to ground surface.

(i) The trench shall be excavated as necessary to allow for the final design pipe line and grade. When unsuitable soils are encountered, these shall be excavated and replaced with select materials.

(j) Ledge rock, boulders, and large stones shall be removed from the trench sides and bottom. The trench shall be over-excavated at least 12 inches for five (5) feet, at the transition from rock bottom to earth bottom, centered on the transition.

(k) Maintenance of grade, elevation, and alignment shall be done by some suitable method or combination of methods approved by the Superintendent. All water mains and extensions shall be installed with a minimum depth of earth cover of 4.5 feet, unless specifically directed by the Superintendent.

(l) No structure shall be undercut unless specifically approved by the Superintendent.

(m) Proper devices shall be provided, and maintained operational at all times, to remove all water from the trench as it enters. At no time shall the water line be used for removal of water from the trench.

(n) To protect workers and to prevent caving, shoring and sheeting shall be used, as needed. Caving shall not be used to backfill the trench. Sheeting shall not be removed but cut off no lower than one foot above the pipe crown and no higher than one foot below final grade, and left in the trench, during backfill operations.

(o) The pipe barrel shall be adequately supported, along its entire length.

(p) When the material encountered at grade in the trench is unsatisfactory to support the pipe or is otherwise harmful in the judgment of the Superintendent, the unstable or unsuitable soils shall be removed and replaced with select material or bedding stone.

(q) Ductile iron pipe shall be laid in accordance with AWWA Standard C600. Unless conditions require bedding as determined by the design engineer or the Superintendent, the trench shall have a flat bottom of sound earth which shall provide the pipe good bearing for its full length. Bell holes shall be hand excavated to allow the pipe to be supported for its full length. If the trench is in rock, the pipe shall be installed with a minimum of 6 inches of clean, washed No. 1 stone bedding beneath the entire length of the pipe barrel.

(r) If PVC pipe is approved for the work, it shall be installed in accordance with AWWA Standard C605. The trench shall be over excavated to allow at least 6 inches of clean washed No. 1 stone bedding beneath the entire length of the pipe barrel.

(s) In the case of PVC pipe, or in a rock trench condition, clean, washed No. 1 stone bedding shall be placed over the laid pipe to a depth of at least six (6) inches. Care shall be exercised so that stone is packed under the pipe haunches. Care shall be exercised so that the pipe is not moved during placement of the crushed stone.

(t) Clean earth fill free of debris and any stones larger than 4 inches shall be hand placed and compacted to a depth of at least 12 inches over the top of the pipe bell to provide proper pipe embedment prior to machine backfilling being allowed to begin.

(u) The remaining portion of the trench above the pipe embedment shall be backfilled in one foot lifts which shall be firmly compacted. Compaction near/under roadways, driveways, sidewalks, and other structures shall be done with select backfill compacted to 95% of the maximum moisture-density



relationship, as determined by ASTM Specification D 698, Method D. Ice, snow, or other frozen material shall not be used for backfill.

(v) All main extensions shall be of such length as to provide access to each premise to be served and shall be constructed across the entire frontage of the lot(s). The applicant shall construct the water service connections for each parcel within the approved development or extension.

(w) Prior to beginning installation of the water mains and appurtenances, the applicant shall provide the following:

- (i) Name of the contractor, including an address and phone number, who will installing the water mains and appurtenances;
- (ii) Shop drawings indicating that all materials utilized meet Village specifications;
- (iii) Minimum five (5) business days advance written notice of the starting date of construction.

#### 45-16.8 TESTING

After installation is complete, the applicant shall conduct hydrostatic testing. The hydrostatic testing shall be conducted in accordance with the procedures outlined in AWWA C600 for ductile iron pipe, and AWWA C605 for PVC pipe. The hydrostatic testing shall be performed by the applicant while under the observation of the Water Superintendent or his approved agent. Only Village personnel shall operate existing water valves.

(a) If the main should fail the hydrostatic test, the necessary corrective measures shall be taken and the tests repeated until satisfactory results are obtained.

(b) After the line has satisfactorily passed the hydrostatic testing the line shall be flushed with a sufficient volume of water to achieve a minimum velocity of 2.5 feet per second in the main. The flushing shall continue until the line is, in the opinion of the Water Superintendent or his agent, clear of all dirt and debris.

(c) After flushing is completed, the line shall be disinfected in accordance with AWWA C651 of the latest revision. After disinfection is complete, samples shall be taken at locations approved by the Superintendent for bacteriological testing.

(d) The applicant shall arrange for the bacteriological testing to be performed by the appropriate County Health Department or an approved commercial laboratory. The results shall be given, in writing, to the Village and the appropriate County Health Department. Should the results prove satisfactory, the line will be approved to be placed in service when all other requirements of this Local Law are met.

#### 45-16.9 DEDICATION OF WATER SYSTEM TO PUBLIC USE

All water mains and extensions to the water system constructed at the Owner's expense, after final approval and acceptance by the Superintendent, shall become the property of the Village and shall thereafter be operated, maintained and repaired by the Village.

(a) Bill of Sale. Legal transfer of the physical components of the system to the Village must be by Bill of Sale executed by the Owner accurately describing the components of the system.

(b) Property Rights. Transfer of the system shall also include the grant of property rights acceptable to the Village to property surrounding the water system required for the operation, maintenance, repair and replacement thereof as identified on the plans including street laterals but excluding building laterals. The Owner shall obtain any necessary rights from other property owners, municipalities or right-of-way holders having such interests. Generally, no acquisition of property rights is necessary for water facilities to be installed within the right-of-way of a state, county, or Village road as long as the Owner obtains all necessary consents of such governmental entities to the placement of water facilities within the bounds of such roads prior to construction.

(c) Attorney's Certificate of Good Title. The Owner shall provide, no less than 30 days prior to the recording of instruments conveying property rights required for the operation, maintenance, repair and replacement of the water system extension, the certification by an attorney admitted to the practice of law within the State of New York stating that the party transferring the system by Bill of Sale and conveyance of property rights as described in this article has clear and marketable title to the property rights transferred to the Village and that the grant of such rights to the Village is free and clear of any prior liens or encumbrances or a title insurance policy in an amount and containing terms acceptable to the Village to the same effect. The Owner is responsible for obtaining any subordination or other agreements necessary to grant clear title to the Village.

(d) Warranty and Maintenance Bond. The Owner shall warrant the system to be free of defects for eighteen (18) months after the date of the first use of the system or its components and shall provide a cash deposit with the attorney for the Village, a Letter of Credit, or a Maintenance Bond or other security in a form and amount satisfactory to the Village holding the Village harmless from operation, maintenance, repair and replacement of such facilities arising from defects in the design, materials, or construction of such facilities. The requirement for financial security may be waived by the Village where the sponsor of the water system extension providing the warranty hereunder is the State of New York, a New York municipal corporation, or agencies thereof.

(e) Third Party Warranties. The Owner will provide assignments of all warranties applicable to equipment or appurtenances to the system.

(f) Professional Expenses of the Village. The Owner shall reimburse the Village for all expenses incurred by the Village incident to the project, including, but not limited to, engineering fees and legal fees, payable as bills are rendered therefore by the Village to the Owner.

(g) Engineer's Certification and Record Drawings. The Owner shall provide the Village with (a) a certification to the Village by a New York licensed professional engineer that the system has been constructed in accordance with the approved plans and specifications and that it has been tested in accordance with this Law, and (b) three (3) sets of original signature paper copies of record drawings, designated as such, bearing the seal of the New York licensed professional Engineer, plus a full digital copy, similarly annotated, in AutoCAD or equivalent software acceptable to the Village.

#### 45-16.10 LIABILITY INSURANCE COVERAGE DURING CONSTRUCTION PERIOD

Before commencing work, the contractor performing the work shall file with the Village insurance certificates for the following:

(a) Workman's Compensation and Employer's Liability Insurance as required by the laws of the State of New York covering the contractor;

(b) Personal Injury Liability Insurance having limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate (personal injury);

(c) Property Damage Liability Insurance having limits of not less than \$1,000,000 for all damages arising during the life of the contract; and shall include, but not be limited to, the following designated hazards:

- (i) Premises and Operations;
- (ii) Independent Contractors;
- (iii) Completed operations and products;
- (iv) Property Damage; and
- (v) Explosion, collapse and underground;

(d) Comprehensive automobile liability (including non-owned and hired automobiles) having limits of not less than:

- (i) Bodily injury - each person \$1,000,000 each occurrence \$1,000,000
- (ii) Property damage - each occurrence \$1,000,000

(e) All insurance policies must provide for thirty (30) business days' notice to the Village before cancellation.

#### **SECTION 45-17 REVOCATION OF PERMIT:**

Any permit which is issued under these regulations may be revoked by the Village for any one of the following reasons:

(a) Failure of the holder of the permit to discontinue using water for the purpose covered by the permit, immediately upon notice to do so, issued by the Village during an emergency or to forestall in an impending emergency.

(b) Alterations, changes of equipment or piping, improper operation or lack of maintenance which results in conditions that (1) are hazardous to the potable water supply either within the premises or in supply mains or (2) use unnecessary waste of water.

(c) The use of water to exceed the quantities approved.

#### **SECTION 45-18 EXISTING INSTALLATIONS:**

The existing installations, that is, such installations as were in operation prior to the effective date of this Local Law, shall not be subject to immediately upgrade infrastructure to the requirements in this Local Law, except where the use of water in connection therewith seriously impairs water service to other consumers in the area and except where modifications are planned in existing equipment and related facilities.

(a) Application shall be submitted and permits obtained for all modifications.

(b) Existing installations that result in impairment of water service in the area shall be modified to permit conservation of water, failure to remedy such condition being subject to the penalty hereinafter set forth.

#### **SECTION 45-19 PENALTIES:**

Failure to comply with these regulations shall be sufficient cause to discontinue water service. The Village exercises the right to refuse to issue permits to anyone who is guilty of any prior violations of this Local Law.

#### **SECTION 45-20 GENERAL**

##### **45-20.1 INSPECTION:**

Authorized employees of the Village, properly identified, shall have access to the customer's premises at all reasonable hours, for the purpose of turning water on or off; inspection, repair and/or replacement of service lines and service line extensions; inspection, setting, reading, repairing and removal of meter; and for any other justifiable purposes.

(a) The Village shall have the power to make such excavations as are required for the proper execution of the work.

##### **45-20.2 TURN-ON/TURN OFF CHARGE:**

Initial turn on of water service shall be at no charge to the customer when pre-scheduled with the Village Water Department. Where there is no delinquent bill, water will be finally turned off and discontinued without charge for such service, when pre-scheduled with the Village Water Department. When water service has been terminated because of an unpaid bill or violation of the terms or of rules of the Village, or in any other situation that is not an initial turn on or final shut off, a charge, according to the Schedule of Rates must be paid. Where the turn on is associated with a delinquent bill, the charge must be paid in cash, check or money order before water service is restored.

##### **45-20.3 INTERFERENCE WITH VILLAGE PROPERTY:**

No workman, owner, tenant or other unauthorized person shall turn the water on or off at any corporation, curb stop or break the seals, disconnect or remove the meter, or otherwise interfere with the Village's property, without the express consent of the Village.

For unauthorized operation of street valve, curb stop, service valve or other service connection, the person owning the premises served by the line connected to the street valve, curb stop, service valve or other service connection shall be charged in accordance with the Schedule of Rates.

##### **45-20.4 SERVICE OF NOTICES:**

All notices and bills relating to the Village or its business shall be deemed to have been properly served if left upon the premises of the customer or if mailed to the customer, directed to, or left at his address as shown on the records of the Village. Failure on the part of the customer to receive a notice or a bill following proper service by the Village shall not excuse the customer for payment of all amounts due, including penalties for late payment.

(a) The Village will send all such notices and bills to the address given on the application for water supply, and if to a tenant, notice will also be provided to the owner of the property if the owner's identity may be determined from public records or the owner has provided a notice mailing address to the Village Clerk.

(b) All notices of general character, affecting or likely to affect a large number of customers, shall be deemed to have been properly given or served if advertised in the newspaper designated by the Village.

#### 45-20.5 COMPLAINTS:

Complaints relative to the character of the service furnished or the reading of meters or of bills rendered must be made in writing and delivered to the main office of the Village.

#### 45-20.6 SERVICE NOT GUARANTEED:

Nothing in this Local Law, nor any contract, nor representation, oral or written, of the Village or any of its employees shall be taken or construed in any manner to constitute a guarantee to furnish a given quantity of water through any service connections, whether for domestic, commercial, industrial, manufacturing or other general uses, or for public or private fire protection purposes, or for any other special purposes; but the Village will at all times and under all conditions endeavor to maintain the efficiency of its service.

#### 45-20.7 RESTRICTION OF SUPPLY:

The Village reserves the right to restrict the supply of water in case of scarcity or whenever the public welfare may require it, and to reserve a sufficient supply of water at all times in its reservoirs to provide for fire and other emergencies.

#### 45-20.8 WATER HAMMER:

No use of water will be permitted which may or does cause water hammer.

#### 45-20.9 ACTS OF VILLAGE EMPLOYEES AND/OR OTHERS:

No agent or employee of the Village shall have the power or right to bind the Village by any promise, agreement, or representation contrary to these This Local Law.

#### 45-20.10 MISCELLANEOUS WORK AND SERVICE FURNISHED BY THE VILLAGE:

The cost of repair and/or restoration of Village facilities damaged due to the actions of others, including the cost of lost water, shall be paid for by those responsible or otherwise negligent. The cost of the work and any miscellaneous services furnished by the Village set forth in these this Local Law shall be determined based on the Schedule of Rates.

(a) All bills for such work and services furnished by the Village, based on the Schedule of Rates and methods of computing charges in accordance with the aforesaid schedules, shall be rendered by the Village and be due and payable by the Due Date. The Village, if necessary, may take appropriate legal action to recover all monies due if payment is not made.

#### 45-20.11 TAPPING FEES:

The Village has established schedules of tapping fees for all connections to main water lines. Fees are in accordance with the Schedule of Rates.

#### 45-20.12 AVAILABILITY OF THIS LOCAL LAW:

Copies of this Local Law Governing Water Service, including the Schedule of Rates, may be obtained at the office of the Village. Copies are available for review at the office of the Village at all times during regular working hours.

(a) Single copies of this Local Law and of the Schedule of Rates are available at no cost at the Village Office.