

RULES, REGULATIONS and RATES GOVERNING the EXTENSION of WATER MAINS



Our **STARS** Values

Service | Teamwork | Accountability | Respect | Safety

***SOUTH CENTRAL CONNECTICUT
REGIONAL WATER AUTHORITY (RWA)***



**90 SARGENT DRIVE
NEW HAVEN, CONNECTICUT 06511
(203) 562-4020
www.rwater.com**

REVISED February 18, 1998

REVISED May 7, 2013

REVISED December 7, 2015

TABLE OF CONTENTS

RULES and REGULATIONS
for WATER SERVICE

	PAGE
I. Definitions	37
II. General Principals	37
III. Applications	41
IV. Advance Payment Extension Contract	42
V. Installation	43

I. DEFINITIONS

“Applicant” - the party requesting service, the provision of which requires an Extension.

“Extension” - the linear footage of water main required in order to service property(ies) according to the terms and conditions set forth by these rules.

“Extension Contract” - an Advanced Payment Extension Contract executed by the RWA and the Applicant providing for the installation of an Extension pursuant to which the cost of such Extension is paid by the Applicant to the RWA as described in these Rules. The Contract shall define the period in which the Extension is to be installed and the duration of the contract.

“Main(s)” - water pipes owned by or to be owned by the RWA, used for the purpose of conveying water to the Taker's service connections.

“Proportionate Share” – a charge made for the purpose of reimbursing the RWA or main extension applicant for the installation cost of the water main fronting the property to be served.

“Proportionate Share Agreement” - the agreement for payment of a proportionate share of an Extension Contract.

“Proportionate Share Applicant” - the party entering into a Proportionate Share Agreement with the RWA for water service to a property which is subject to the proportionate share provisions of these Rules and Regulations.

“RWA” - the South Central Connecticut Regional Water Authority.

“Taker” - any party connected directly to an existing Extension by a service line on which an Extension Contract is in effect.

II. GENERAL PRINCIPLES

1. Title of ownership in an Extension is vested in the RWA.
2. An Extension is under the sole control and jurisdiction of the RWA. This includes the right to connect additional customers without the consent of the Applicant; to make further extensions beyond or running laterally from the Extension; or to connect the Extension with any other portion of the distribution system of the RWA. The RWA may take these actions without incurring any obligations to the Applicant or Takers receiving service from the Extension except as provided.
3. All Extensions will be installed, owned and maintained by the RWA. Installations will be performed by the RWA with its own resources, or by an approved subcontractor hired by the RWA.

4. If the property to be supplied by an Extension is at such an elevation that pressure will be below 35 p.s.i. or above 115 p.s.i. where the service enters the building, the Applicants for such an Extension will be obligated to execute either a Low Pressure Agreement or a High Pressure Agreement with the RWA prior to final acceptance by the RWA of the application. These Agreements will be recorded in the Land Records of the municipality in which the property is situated. In the case of an application for service to new construction or developments, the RWA may, in its sole discretion, require the Applicant to pay for any main replacement in, or main extension of, the RWA's existing distribution system in order to provide service within the p.s.i. levels described above.
5. Water mains will be extended from the existing service area or pressure zone in accordance with the RWA's long-range plans for service area coverage, which are designed to assure an optimum range of pressures throughout the RWA's distribution system, and to minimize construction of new pumping stations and storage facilities. Extensions will not necessarily be initiated at the nearest water main. Applicants will be responsible for the cost of the entire Extension regardless of the distance required.
6. If additional facilities, such as storage tanks and booster pumps, are required to provide adequate service to an Extension and only that Extension, the costs associated with the planning, design and construction of such facilities will be charged to the Applicant. The facilities will be constructed in accordance with the RWA's Standards for the Development of Satellite Water Systems. These standards are available as a separate document.
7. If additional facilities as described above will benefit the RWA's existing system or will be required to serve additional extensions by future applicants, the RWA will construct the facilities at its expense.
8. Extensions will be made in streets that are accepted and maintained by the municipality or in rights of way granted to the RWA. Extensions will also be made in new streets subject to the following: (a) the street will be constructed to line and grade conforming to the plan and profile as accepted by and recorded with the municipality; (b) a bond has been posted with the municipality by the owner, to insure satisfactory completion of said street according to the specifications of the municipality; and (c) there is written confirmation of all the items listed above by the proper municipal authority.

9. Private rights of way for mains must be located within the access road to the area being served.
10. Mains will be located to the extent possible within the paved portion of a street or right of way.
11. The Applicant for water service is responsible for all new main extensions required to provide service to a proposed subdivision, development, etc. This responsibility includes approach mains, "loop" mains and replacement/upgrade of mains required to connect the project to the RWA's water distribution system and to meet and maintain minimum design pressure, needed fire flow and water quality criteria.
12. The RWA will determine the required length, size, material, routing and location of an Extension, based in general on the following principles:
 - (a) The terminal point of an Extension installed in streets not within a development will be the property line beyond the last Taker to be serviced by the Extension, including the installation of a main required to cover the entire frontage of a subdivision tract.
 - (b) An Extension installed in streets within a development or subdivision will include all mains required to cover buildings to be served by the development or subdivision to intersecting streets.
 - (c) The size of main to be installed will be based on the existing and future needs of the RWA's water system and/or prevailing municipal fire ordinances, and the costs will be allocated as provided in Section II-17 of these Rules. The minimum size for new mains will be 8-inch diameter, except in state roads, where the minimum size for new mains will be 16-inch diameter.
 - (d) Phased construction within a development or subdivision may be allowed upon prior written approval by the RWA.
13. With the exception of new developments, when an Extension passes corner properties having access to a main on an adjacent street, the RWA will install at its expense that corner property's portion of the Extension from the existing main to the far property line. If this distance is subdividable in accordance with the zoning regulations of the municipality, the RWA will only install the corner property's portion of the Extension from the existing main to the subdivided line. In no case, however, will the distance contributed by the RWA exceed 150 feet.
14. Where the Rules and Regulations require main extensions as shown on the site plan approved by the municipal Planning and Zoning agency, but

on streets which will not be constructed, the RWA may defer installation of the Extension until an additional main is required in the street.

15. Each Extension will terminate at the farthest property line of the last potential Taker to be served by such Extension. In cases where the Applicant can connect to an existing main, the RWA may defer installation of all, or a portion, of an Extension required by its regulations until further extension is required on the street. At the time of application, the RWA will notify the Applicant of its obligation to pay for the installation of a deferred extension. The Applicant shall pay, prior to the installation of the deferred extension, the estimated cost of the deferred extension based on the deferred length times the RWA's average cost of installation extensions of the required size.
16. When an Extension is made in unfinished streets, the Applicant is responsible for damages to the main and all such fixtures and appurtenances such as hydrants, gate boxes, blow-off boxes, etc., including its relocation, if damaged, or if relocation is necessitated by acts or omissions of the Applicant or his agents. If, after the Extension is installed, the grade is changed to reduce the required minimum cover of the mains, fixtures or appurtenances, then the Applicant will pay the cost of lowering the mains to the depth required to correct this deficiency. This responsibility will remain in force until such time as the street is officially accepted by the proper municipal authority.
17. The RWA will determine the size of the main required for each Extension. In those municipalities with fire ordinances in effect which specify the size of water mains, the RWA will comply with the ordinance requirements except where the size stipulated in the ordinance would have a detrimental effect on the RWA's system. In such a case the main will be sized for the overall best interest of the water system. The Fire Marshal in the affected municipality will be advised of the deviation from the ordinance. Costs will normally be based on sizes not larger than 8-inches, unless it is necessary to install main larger than 8-inches to satisfy the requirements of the Applicant. In that case, the cost will be based on the cost of the main size actually required.
18. Lots to be serviced must have a minimum of ten (10) feet of deeded frontage along a public or private right-of-way to contain the Extension.
19. The cost of each Extension installed by the RWA will be the actual cost of the main, encompassing labor and equipment used, plus overhead at the RWA's prevailing overhead rates for the main size required. If pavement excavation and replacement or repairs are required for the Extension, the additional costs will be added to the cost of the

Extension. Cost of deferred extensions will be the deferred length times the RWA's average cost of installing extensions of the required size.

20. All requests for the installation of public fire hydrants must be made directly to the municipality and are subject to order by the municipality.
21. When the RWA installs fire hydrants in connection with an Extension, the RWA will add a charge to cover the installation of the fire hydrant (including laterals) as a cost per foot. The per foot charge applied is based upon the prior year cost of fire hydrant installation (including laterals) on new main extensions.

III. APPLICATIONS

1. Applications for Extensions will be accepted only from the owner of public record of the property which the Extension will serve.
2. Applications must be made at the RWA offices and will not be processed until all information requested by the RWA is supplied.
3. The Applicant, if a development is involved, will be required to furnish with the application one (1) reproducible subdivision map of the property to be supplied. This map must be a facsimile of the one approved and filed with the proper municipal authority. The applicant, if requested by the RWA, will furnish plan and profile drawings of the street(s) in which the main is to be installed as approved by and filed with the municipality. Only maps, plans, profiles or other drawings prepared and stamped by an engineer or surveyor licensed in the State of Connecticut will be accepted.
4. The Applicant of a development or subdivision must notify the RWA at the time of application if phased construction is proposed. Phasing should be indicated on a property map supplied to the RWA.
5. Application for the Extension will automatically expire ninety (90) days from the date of application if, within this period, all conditions required for acceptance of such application are not fulfilled. Upon cancellation of an Extension application, the Applicant may renew the application and will be subject to the Rules and Regulations in effect at the date of renewal.
6. Contract proposals for Extensions will automatically expire ninety (90) days from the date transmitted to the Applicant, if within this period the RWA has not received all fully executed required documents, including but not limited to the Extension Contract, High or Low Pressure Agreements and easements, and payments due at the time of contract execution. Upon expiration of a contract proposal, the Applicant may

request the proposal be subject to the Rules and Regulations in effect at the date of the renewal.

IV. ADVANCE PAYMENT EXTENSION CONTRACT

1. An Applicant, on execution of an Extension Contract, will deposit with the RWA an amount equal to the RWA's estimated cost of the Extension. Any additional amount which may result from increased costs, as determined by the RWA, must be paid on demand to the RWA. The RWA may delay installation of any Extension or service taps in an Extension until the additional amount has been received.
2. Upon completion of the Extension, the RWA will determine the actual cost of the extension. If the actual cost is less than the deposit, the RWA will refund the difference to the Applicant. If the estimated cost is less than the actual cost, then an additional charge will be made to the Applicant, payable within fifteen (15) days of being invoiced. If not paid within thirty (30) days after the due date, the applicant will be assessed interest at a rate of 1.5% per month. The RWA may delay the installation of any service taps in such Extension until the additional amount has been received.
3. No interest will be paid by the RWA on any or all of the amount paid by the Applicant.
4. If an Extension under an Extension Contract is installed in a street or highway which property is abutted by other than that of the Applicant, the RWA agrees to require that the other property owners, before making any connection for water service, will pay their proportionate share of the cost of the extension. These property owners, referred to as "Proportionate Share Applicants", will pay their share in full at the time of their application for water service. When received by the RWA, these amounts will be refunded to the Applicant, unless the Extension was installed at the expense of the RWA, in which case the RWA will retain any funds so collected. Total refunds on the Extension Contract to the Applicant will not exceed the total amount paid by the Applicant. The Proportionate Share Applicant for water service will be subject to all of the terms, conditions, and provisions of the contract.
5. The Applicant will be entitled to receive the proportionate share amounts collected by the RWA from the Proportionate Share Applicant for a ten (10) year period starting from the date of the completion of the main installation. Liability for payment of refunds for proportionate sharing will cease at the end of that ten (10) year period, and any part of the amount paid by the Applicant not refunded within the contract period will be the property of the RWA.

6. The Applicant or a Proportionate Share Applicant may not assign the Extension Contract or the Proportionate Share Agreement or any money due by reason of the terms of these agreements, without the written consent of the RWA.
7. The proportionate share provisions of the Extension Contract will not apply to existing RWA customers whom the RWA decides to connect to the newly installed extension.
8. All Takers connected to extensions installed in accordance with the terms of an Extension Contract will be subject to the applicable rates, rules, regulations, terms and conditions of service of the RWA. However, when the municipality does not pay the fire service charge for a particular Extension, these charges will be paid on a pro rata basis by all Takers on the Extension.
9. The RWA reserves the right to require that an Extension Contract cover all mains needed to supply a real estate development or subdivision in its entirety.

V. INSTALLATION

1. Extensions will be scheduled for construction after the Applicant has fully complied with all conditions and contractual obligations.
2. Each main will be installed in a public street that has been approved by a municipality, or in a private right of way if given the written consent of the RWA. In the case of a right of way, the Applicant must provide an executed Right of Way Agreement and related documentation as specified by the RWA, prior to the main installation.
3. Extensions will normally be scheduled for construction in the order in which all requirements have been met. However, the RWA may vary such scheduled in order to integrate timing with other previously approved projects, in consideration of weather conditions, or based on the availability of materials or the immediacy of need.
4. It is the responsibility of the Applicant to erect and maintain stakes to indicate correct street lines and grades, lot lines and hydrant locations in order to facilitate proper installation of the mains and appurtenances as determined by the RWA.