

South Central Connecticut Regional Water Authority
Via Remote Access**

AGENDA

Regular Meeting of Thursday, July 15, 2021 at 12:30 p.m.

- A. Safety Moment
- B. Meet as Pension & Benefit Committee: S. Sack
 - 1. Approve Minutes – April 15, 2021 meeting
 - 2. Review Revised Committee Charter: R. Kowalski
 - 3. Quarterly Performance Investment Review: S. Kelliher, J. McLaughlin and A. Kantapin
 - 4. Investment Policy Statement Bi-annual Review: S. Kelliher, J. McLaughlin and A. Kantapin
- C. Consent Agenda
 - 1. Approve Minutes – June 17, 2021 meeting
 - 2. Capital Budget Authorization - August 2021
 - 3. Capital Budget Transfer Notifications (no action required) – August 2021
 - 4. Monthly Financial Report – June 2021
 - 5. Accounts Receivable Update – June 2021
 - 6. Deed Acceptance – Little City Road, Killingworth
 - 7. Bid Exemption – Lake Whitney WTP HVAC Controls
- D. Consider and Act on Regional Water Authority Rules and Regulations: P. Singh
- E. Reports on RPB Committee Meetings
- F. *Updates: L. Bingaman
 - 1. Monthly Board Letter Highlights – Including Executive Session: L. Bingaman
- G. Presentation on Issuance Test Rate Application – Including Executive Session: R. Kowalski
 - 1. Consider and Act on Resolution to Approve Proposed Issuance of Water System Revenue Bonds
 - 2. Consider and Act on Resolution to Approve Issuance Test Rate Application and Submit to the Representative Policy Board
- H. Meet as Compensation Committee: A. DiSalvo
 - 1. Approve Minutes – January 21, 2021 meeting
 - 2. Review FY 2022 Work Plan and Updated Committee Charter: J. Reckdenwald
 - 3. Strategic Planning Results Update and Global Metrics: L. Bingaman
 - 4. FY 2021 CEO Priorities, Performance and Discussion of Leadership Team Performance - Including Executive Session
 - 5. Review and Recommend CEO & Officer Compensation – Including Executive Session
- I. Act on matters arising from Committee meetings

**RPB Member (N. Campbell) is excused at Item F (at Executive Session)*

<p>**Members of the public may attend the meeting via conference call, videoconference or other technology. For information on attending the meeting via remote access, and to view</p>
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meeting documents, please visit <https://www.rwater.com/about-us/our-boards/board-meetings-minutes?year=2021&category=1422&meettype=&page=>. For questions, contact the board office at jslubowski@rwater.com or call 203-401-2515.

Topic: Authority Regular Meeting (Including Pension & Benefit Committee and Compensation Committee meetings)

Time: Jul 15, 2021 12:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87601357987?pwd=aGdWbHZBRTcxUDFxc3NjdXJDa2Rudz09>

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Meeting ID: 876 0135 7987

Passcode: 541402

Find your local number: <https://us02web.zoom.us/j/kqtTFtlcU>

SAFETY MOMENT

Pesticides and Food: Healthy, Sensible Food Practices

Because pesticides have many uses, we may be exposed to them in a variety of ways; through food, water, and air. You may reduce the amount of pesticides you consume by:

- Washing all fresh fruits and vegetables to remove bacteria and traces of chemicals
- Peeling fruits and vegetables to reduce dirt, bacteria, and pesticides
- Discarding outer leaves of leafy vegetables
- Trimming fat from meat and skin from poultry and fish
- Eating a variety of foods for a better mix of nutrients and to reduce likelihood of exposure to a single pesticide
- Buying organic and locally grown fruit and vegetables
- Growing your own produce
- Using non-toxic methods for controlling insects in the home and garden



**Tap Into
Safety**



Regional Water Authority

Service – Teamwork – Accountability – Respect – Safety

**South Central Connecticut Regional Water Authority
Minutes of the June 17, 2021 Meeting
Via Remote Access**

A regular meeting of the South Central Connecticut Regional Water Authority (“RWA” or “Authority”) took place on Thursday, June 17, 2021 via remote access. Chairman Borowy presided.

Present: Authority–Messrs. Borowy, Curseaden, DiSalvo and Mss. LaMarr and Sack
Management – Mss. Kowalski, Nesteriak, Reckdenwald and Messrs. Bingaman, Norris and Singh
RPB – Mr. Levine
Staff – Mrs. Slubowski

The Chair called the meeting to order at 12:30 p.m.

Ms. Reckdenwald, the RWA’s Senior Vice President of Corporate Services, reviewed the Safety Moment distributed to members.

At 12:33 p.m., on motion made by Mr. Curseaden, seconded by Mr. DiSalvo, and unanimously carried, the Authority voted to recess the meeting to meet as the Commercial Business Committee.

Borowy	Aye
Curseaden	Aye
DiSalvo	Aye
LaMarr	Aye
Sack	Aye

At 2:52 p.m., the Authority reconvened and on motion made by Ms. LaMarr, seconded by Mr. Curseaden, and unanimously carried, the Authority voted to recess the meeting to meet as the Strategic Planning Committee.

Borowy	Aye
Curseaden	Aye
DiSalvo	Aye
LaMarr	Aye
Sack	Aye

At 2:56 p.m., Mr. Levine entered the meeting.

At 3:09 p.m., the Authority reconvened.

Mr. Curseaden, Chair of the RWA Commercial Business Committee, reported that the Committee recommended two resolutions, as discussed in executive session. He moved for approval of the following resolution:

WHEREAS, the Board has previously authorized the formation of RWA Commercial Enterprises, LLC, a Connecticut limited liability company and wholly-owned subsidiary of the Authority (“**RWA Enterprises**”); and

WHEREAS, the Board deems it to be advisable and in the best interest of the Authority to ratify the formation of RWA Well Services, LLC, a Connecticut limited liability company

and wholly-owned subsidiary of RWA Enterprises (the “**Acquisition Sub**”) for the purpose of acquiring all of the assets of a Connecticut-based water well services company as more fully discussed in executive session (the “**Seller**”); and

WHEREAS, the Board deems it to be advisable and in the best interest of the Authority to approve the operating agreement for each of RWA Enterprises and Acquisition Sub; and

WHEREAS, the Board deems it to be advisable and in the best interests of the Authority to authorize Acquisition Sub to enter into that certain Asset Purchase Agreement by and between Acquisition Sub and substantially in the form provided to the Board on or about June 17, 2021 (the “**Asset Purchase Agreement**”), pursuant to which Acquisition Sub will purchase all or substantially all of the assets of the Seller (the “**Asset Purchase**”).

NOW THEREFORE LET IT BE RESOLVED, that the Certificate of Formation for Acquisition Sub filed in the Office of the Secretary of the State of Connecticut on May 21, 2021 be, and it hereby is, declared to be advisable, approved adopted and ratified as the Certificate of Formation of Acquisition Sub; and

RESOLVED, that the entry of each of the Authority and RWA Enterprises into that certain Operating Agreement of RWA Enterprises, LLC substantially in the form provided to the Board on or about June 17, 2021 (the “**RWA Enterprises Operating Agreement**”) be, and it hereby is, declared advisable, approved, adopted and ratified as the operating agreement of RWA Enterprises; and

RESOLVED, that the entry of RWA Enterprises and Acquisition Sub into that certain Operating Agreement of RWA Wells Services, LLC substantially in the form provided to the Board on or about June 17, 2021 (the “**Acquisition Sub Operating Agreement**”, and, collectively with the Asset Purchase Agreement and the RWA Enterprises Operating Agreement, the “**Transaction Documents**”) be, and it hereby is, declared advisable, approved, adopted and ratified as the operating agreement of Acquisition Sub; and

RESOLVED, that the form, terms and provisions of the Asset Purchase Agreement, including all exhibits and schedules attached thereto, be, and hereby are, determined to be fair, advisable, and in the best interest of the Authority and Acquisition Sub; and that the Asset Purchase Agreement be, and hereby is, adopted and approved; and

RESOLVED, that each of Larry L. Bingaman, the President and Chief Executive Officer of the Authority and a manager of Acquisition Sub, and Rochelle Kowalski, the Vice President of Financial Reporting and Analysis of the Authority and a manager of Acquisition Sub (each such person, an “**Authorized Officer**”) be, and each of them hereby is, authorized and empowered to execute and deliver the Asset Purchase Agreement, including all exhibits and schedules attached thereto, in the name and on behalf of Acquisition Sub with such additions, deletions, or changes therein (including, without limitation, any additions, deletions, or changes to any schedules or exhibits thereto) as the Authorized Officer executing the same shall approve (the execution and delivery thereof by any such Authorized Officer to be conclusive evidence of his or her approval of any such additions, deletions, or changes); and

RESOLVED, that Acquisition Sub be, and hereby is, authorized and empowered to perform all of its obligations under the Asset Purchase Agreement, including but not limited to, the Asset Purchase; and

RESOLVED, that each of the Authorized Officers be, and each of them hereby is, authorized and empowered to execute and deliver each of the Transaction Documents, including all exhibits and schedules attached thereto, in the name and on behalf of Acquisition Sub with such additions, deletions, or changes therein (including, without limitation, any additions, deletions, or changes to any schedules or exhibits thereto) as the Authorized Officer executing the same shall approve (the execution and delivery thereof by any such Authorized Officer to be conclusive evidence of his or her approval of any such additions, deletions, or changes); and

RESOLVED, that Acquisition Sub be, and hereby is, authorized and empowered to perform all of its obligations under the Transaction Documents.

RESOLVED, that each of the Authorized Officers be, and each of them hereby is, authorized and empowered to take all such further action and to execute and deliver all such further agreements, certificates, instruments, and documents, in the name and on behalf of Acquisition Sub, to pay or cause to be paid all expenses; to take all such other actions as they or any one of them shall deem necessary, desirable, advisable, or appropriate to consummate, effectuate, carry out, or further the transactions contemplated by and the intent and purposes of the foregoing resolutions; and

FURTHER RESOLVED, that the omission from these resolutions of any agreement or other arrangement contemplated by any of the agreements or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirements of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Officers to take all actions necessary, desirable, advisable, or appropriate to consummate, effectuate, carry out, or further the transactions contemplated by and the intent and purposes of the foregoing resolutions.

Mr. Curseaden stated that the asset purchase supported the purpose of Committee, the RWA's long-term strategy, and sustainability. He thanked management for the time spent and due diligence completed to move the asset purchase forward.

Chair Borowy stated that the asset purchase will help move the organization forward and mitigate rate increases for the RWA's customers.

Mr. DiSalvo seconded the motion. After discussion, the Chair called for the vote:

Borowy	Aye
Curseaden	Aye
DiSalvo	Aye
LaMarr	Aye
Sack	Aye

Mr. Curseaden moved for approval of the resolution for the Eighth Amendment to the Authority's Voluntary Investment Plan ("Amendment"):

RESOLVED, that the Authority Voluntary Investment Plan be, and it hereby is, amended by the Eighth Amendment, effective as of July 1, 2021; and be it

FURTHER RESOLVED, that the Authority hereby designated RWA Well Services, LLC as a Participating Employer under the Authority Voluntary Investment Plan, effective July 1, 2021, subject to the adoption of the Authority Voluntary Investment Plan by RWA Well

Services, LLC as a Participating Employer thereunder for the benefit of its eligible employees, as evidenced by appropriate resolutions duly adopted by RWA Well Services, LLC's Board of Managers; and be it

FURTHER RESOLVED, that the Chairperson of the Authority be, and he hereby is, authorized, empowered and directed to execute the Eighth Amendment to the Authority Voluntary Investment Plan on behalf of the Authority, and the appropriate officers of the Authority are authorized, empowered and directed to take any and all additional actions which they deem necessary or appropriate in order to implement the same.

Ms. LaMarr seconded the motion. The Chair called for the vote:

Borowy	Aye
Curseaden	Aye
DiSalvo	Aye
LaMarr	Aye
Sack	Aye

Mr. Curseaden stated that based on comments from committee members, the Amendment was in the RWA's best interest and in line with the asset purchase.

On motion made by Ms. LaMarr, seconded by Mr. Curseaden, and unanimously carried, the Authority voted to approve, adopt, or receive, as appropriate:

1. The minutes of its May 20, 2021 meeting.
2. Capital budget authorization for July 2021.

RESOLVED, that the Vice President of Financial Reporting and Analysis is authorized to submit to the Trustee one or more requisitions in an aggregate amount not to exceed \$1,960,000 for the month of July 2021 for transfer from the Construction Fund for capital expenditures. Each such requisition shall contain or be accompanied by a certificate identifying such requisition and stating that the amount to be withdrawn, pursuant to such requisition, is a proper charge to the Construction Fund. Such requisitions are approved notwithstanding the fact that amounts to be withdrawn for a particular project may exceed the amount indicated for such month and year in the current Capital Improvement Budget, but will not cause the aggregate amount budgeted for fiscal year 2022 for all Capital Improvement Projects to be exceeded.

3. Capital Budget Transfer Notifications detailed in Ms. Kowalski's memorandum dated June 11, 2021.
4. Key Performance Indicators for the period ended May 31, 2021.
5. Accounts Receivable Update for May 2021.
6. FY 2022 RPB Weighted Vote Calculation.
7. FY 2022 Application Schedule.
8. RPB Dashboard Quarterly Report.
9. Derby Tank Project Update.
10. North Cheshire Development Update.
11. Bid Exemption – Elevator Improvements & Maintenance.

Borowy	Aye
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Curseaden Aye
DiSalvo Aye
LaMarr Aye
Sack Aye

Ms. Nesteriak, RWA's Executive Vice President and Chief Operating Officer, provided an update of operations and the return to work policy at the RWA, which included:

- Employee health metrics and vaccination status
- Return to work and remote work policy

Mr. Bingaman:

- Stated that Leadership Team members are currently reviewing Authority Committee Charters with respective Committee Chairs. The revised Charters will be presented at committee meetings for approval.
- Reported that the RWA is currently working with bond counsel to determine its eligibility regarding a recently passed Senate bill that supports environmental infrastructure and possible funding from the Green Bank.
- Commented on three applications submitted by management to the Congressionally Directed Spending program for funding of projects up to \$2 million. The three applications are related two projects at Lake Saltonstall Water Treatment Plant and one project at the South Sleeping Giant wellfield facility. The RWA is also working with a jurisdiction in our service territory for possible infrastructure funding.
- Reported on the status of the volunteer work group for Diversity, Equity and Inclusion in the RWA workforce called Tapping Inclusion, Diversity and Equity (TIDE Council). The TIDE Council is working with Leading Culture Solutions to increase the organizations ability to appreciate differences across the work environment. A survey was recently sent out and 130 employees responded. Management will report the results of the survey at an upcoming board meeting.

Ms. Kowalski, RWA's Vice President of Financial Reporting & Analysis, reviewed the Year-end Financial Report for the fiscal year ended May 31, 2021, which included:

- Balance sheet
- Statement of revenues, expenses, and changes in net position
- Maintenance test year-end projections
- Operating and maintenance key variances
- Capital budget
- Investment earnings report

Ms. Kowalski distributed to Authority members a memorandum dated June 17, 2021, regarding "Distribution of Fiscal Year 2021 Revenue Fund Balance and General Fund Balance per Section 404D of the *General Bond Resolution*." She reported on funds available for allocation from the Revenue Fund and the General Fund.

Mr. DiSalvo moved for adoption of the following resolution:

WHEREAS, the Vice President of Financial Reporting & Analysis has and will make certain transfers from the Revenue Fund as required by Section 404D of the General Bond Resolution; and

WHEREAS, the balance remaining in the Revenue Fund after taking into account such transfers as of year-end is approximately \$17,691,845 and pursuant to the General Bond Resolution will be deposited to the General Fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that after such transfer is made to the General Fund, the balance of the General Fund is approximately \$33,839,845; and

WHEREAS, pursuant to section 410 of the General Bond Resolution, the Authority may apply any moneys in the General Fund to any lawful purpose of the Authority.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Regional Water Authority that the Vice-President of Financial Reporting & Analysis is hereby authorized and directed to transfer and pay over from the General Fund, \$16,691,845 to the Construction Fund; and

ADDITIONALLY, the Vice President of Financial Reporting & Analysis is hereby authorized and directed to transfer and pay from the General Fund \$3,000,000 from the existing General Fund balance to the Construction Fund.

WHEREAS, pursuant to Section 410 of the General Bond Resolution, the Authority may apply any moneys in the General Fund to any lawful purpose of the Authority.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Regional Water Authority that the Vice-President of Financial Reporting & Analysis is hereby authorized and directed to transfer from the General Fund, \$1,000,000 to the Growth Fund.

Mr. Curseaden seconded the motion. The Chair called for a vote:

Borowy	Aye
Curseaden	Aye
DiSalvo	Aye
LaMarr	Aye
Sack	Aye

Ms. Kowalski described proposed revisions to the fiscal year 2022 Capital Budget totaling \$1,096,106, resulting in an amended capital budget totaling \$40,307,000 (excluding state and redevelopment and the growth fund). Ms. LaMarr moved for adoption of the following resolution:

RESOLVED, that the proposed revisions to the Capital Budget for the Authority for the 2022 fiscal year presented to this meeting, including a revised plan of capital improvements for the 2022 through 2026 fiscal years, is hereby adopted and ordered to be filed with the records and the U.S. Bank National Association pursuant to Section 614 for the General Bond Resolution.

Ms. Sack seconded the motion. The Chair called for a vote:

Borowy	Aye
Curseaden	Aye
DiSalvo	Aye
LaMarr	Aye
Sack	Aye

Ms. Kowalski provided an update on RWA's proposed extension of zero interest discussed with the Representative Policy Board Finance Committee ("Committee"). She stated that Governor Lamont's Executive Order 12B extended the emergency due to COVID-19 to July 20, 2021.

She stated that the Committee supported the extension at its July 14, 2021 meeting and a resolution will come before the Representative Policy Board ("RPB") for a vote at its meeting this evening.

Ms. Kowalski reviewed the upcoming rate application schedule with Authority members.

Authority members reported on recent RPB committee meetings and assignments were made for attendance at the third quarter 2021 RPB committee meetings.

Chair Borowy stated that a small ceremony will be held for Mr. Cermola to celebrate his dedication to the Authority and gratitude for his service.

Mr. Borowy read the following resolution in honor of Mr. Cermola:

WHEREAS, Joseph A. Cermola has faithfully served the South Central Connecticut Regional Water District as a member of the Regional Water Authority for forty-four years; and

WHEREAS, Joe became a member of the Regional Water Authority in 1977, and has served with great distinction as Vice Chair from 1992 to 2008, and from 2010 to 2020; and

WHEREAS, Joe served as Assistant Secretary/Treasurer of the Regional Water Authority from 1982 to 1991, and as Secretary/Treasurer in 2009; and

Whereas, Joe served as Chairman of the Audit-Risk Committee of the Regional Water Authority from 1999 to 2016, and in 2020; and

WHEREAS, Joe also served as Chairman of the Compensation Committee of the Regional Water Authority from 2017 to 2021; and

WHEREAS, Joe displayed a deep commitment to the mission, vision, and STARS values of the Regional Water Authority; and

WHEREAS, Joe's hard work, dedication and leadership contributed greatly to the Regional Water Authority's reputation as a leader in the water industry and as a strong steward of the environment; and

WHEREAS, Joe has unselfishly contributed his time and talents to the Regional Water Authority, and participated at all times in a gentlemanly fashion, while blending a keen insight with his extensive knowledge and experience in engineering and finance, and as an organizational leader.

NOW THEREFORE BE IT RESOLVED, that the South Central Connecticut Regional Water Authority hereby congratulates Joseph A. Cermola, gratefully acknowledges his forty-four dedicated years of continuous service and wishes him well in the future.

On motion made by Ms. Sack, seconded by Ms. LaMarr, and unanimously carried, the Authority voted to adopt the resolution. The Chair called for the vote.

Borowy Aye
Curseaden Aye

DiSalvo	Aye
LaMarr	Aye
Sack	Aye

Mr. Borowy reported that this would be Ms. Nesteriak's last meeting. Board members expressed their gratitude and appreciation for her positivity, keen insight and energy that she brought to the RWA.

At 4:17 p.m., on motion made by Ms. Sack, seconded by Ms. LaMarr, and unanimously carried, the meeting adjourned.

Kevin Curseaden, Secretary


South Central Connecticut Regional Water Authority

90 Sargent Drive, New Haven, Connecticut 06511-5966 203.562.4020

<http://www.rwater.com>

MEMORANDUM

TO: David J. Borowy
Kevin J. Curseaden
Anthony DiSalvo
Catherine LaMarr
Suzanne C. Sack

FROM:  Rochelle Kowalski
Vice-President of Financial Reporting and Analysis

DATE: July 9, 2021

SUBJECT: Capital budget authorization request for August 2021

Attached for your meeting on July 15, 2021 is a copy of the resolution authorizing expenditures against the capital improvement budget for August 2021. The amount of the requested authorization, for funds held by the trustee, is \$2,800,000.

In addition, from the Growth Fund, approximately \$50,000 is expected to be used for the Non-Core Billing project.

This would result in projected expenditures through August 2021 of \$5,593,240 or 12.7% of the total 2022 fiscal year capital budget, including State and Redevelopment and Growth Fund.

Attachment

RESOLVED

That the Vice-President of Financial Reporting and Analysis is authorized to submit to the Trustee one or more requisitions in an aggregate amount not to exceed \$2,800,000 for the month of August 2021 for transfer from the Construction Fund for capital expenditures. Each such requisition shall contain or be accompanied by a certificate identifying such requisition and stating that the amount to be withdrawn pursuant to such requisition is a proper charge to the Construction Fund. Such requisitions are approved notwithstanding the fact that amounts to be withdrawn for a particular project may exceed the amount indicated for such month and year in the current Capital Improvement Budget but will not cause the aggregate amount budgeted for fiscal year 2022 for all Capital Improvement Projects to be exceeded.

REGIONAL WATER AUTHORITY
REVIEW OF FINANCIAL DATA
Jun 30, 2021 (FY 2021)

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

Operating Revenues

FY21 revenue for water, including wholesale and fire service, is over budget by \$836k (approx. 8.2%) primarily due to higher than anticipated consumption. Metered water revenue is over budget by \$825k (approx. 9.1%)

Total net other revenue is \$92k above budget primarily due to both other water and other proprietary results.

Operating Expenses

Operating and Maintenance Expenses are currently under budget due to the following:

Payroll is under budget primarily due to head count under runs.	\$ (97,000)
Pump Power is under budget primarily due to timing.	(60,000)
Outside Services is under budget primarily due to timing.	(89,000)
All Other	(237,000)
	\$ <u>(483,000)</u>

Interest Income

Interest Income is under budget due to lower investment earnings and interest in arrears.

PROJECTED MAINTENANCE TEST

The projected coverage is 1.14 with a shortfall of \$750k. The budgeted shortfall is \$922k.

REGIONAL WATER AUTHORITY
STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE MONTHS ENDING JUN 31, 2022

Page 2

	FY 2021 Actual	FY 2022 Budget	FY 2022 Actual	(Under)Over Budget
Operating revenues				
Metered water revenues	\$ 8,645	\$ 9,103	\$ 9,928	\$ 825
Fire service	1,012	1,012	1,019	7
Wholesale	80	65	69	4
Other revenue - water	305	342	396	54
Other revenue - proprietary	775	773	854	81
Total operating revenues	10,816	11,295	12,266	971
Operating expenses				
Operating and maintenance expense	3,949	4,754	4,272	(483)
Pension Expense				
OPEB Expense				
Expense associated with other revenue - water	171	168	179	10
Expense associated with other revenue - proprietary	324	306	339	33
Provision for uncollectible accounts	105	79	119	40
Depreciation	2,100	1,708	2,050	342
Payment in lieu of taxes	731	746	745	(1)
Amortization Pension Outflows/Inflows	60	174	143	(31)
Amortization OPEB Outflows/Inflows	(30)	(45)	(45)	(0)
Total operating expenses	7,411	7,891	7,801	(90)
Operating income	3,405	3,404	4,465	1,062
Nonoperating income and (expense)				
Interest income	34	173	5	(168)
(Loss) Gain on disposal of assets			-	-
Realized and unrealized (losses) gains on investments			-	-
Interest expense	(1,908)	(1,856)	(1,847)	9
Amortization of bond discount, premium, issuance cost and deferred losses	231	210	208	(2)
Intergovernmental revenue			-	-
Total nonoperating income and (expense)	(1,642)	(1,473)	(1,634)	(161)
Income (expense) before contributions	1,763	\$ 1,931	2,831	\$ 901
Capital contributions	-		0	
Change in net assets	1,763		2,831	
Total net assets - beginning of fiscal year	211,589		231,993	
Total net assets - end of reporting month	\$ 213,352		\$ 234,825	

	Budget FY 2022 @114%	Projected FY 2022 @114%	(Under)Over FY 2022 @114%
FY 2021 MAINTENANCE TEST			
(Budget vs. Projected)			
Revenue Collected:			
Water sales	116,629	116,629	\$ -
Interest Income	150	150	-
BABs Subsidy	657	657	-
Other Net	7,154	7,154	-
Common Non-Core	(250)	(250)	-
Total	124,340	124,340	-
Less:			
Operating and maintenance expenses	(59,741)	(59,741)	-
Common Non-Core	-	-	-
Depreciation	(6,500)	(6,500)	-
PILOT (A)	(8,950)	(8,950)	-
Net Avail for Debt Service (B)	\$ 49,149	\$ 49,149	\$ -
Debt Service Payments (C)	\$ 43,922	43,771	\$ (151)
Debt Service @ 114% (D)	\$ 50,071	49,899	\$ (172)
Difference (B-D)	\$ (922)	\$ (750)	
RSF, Growth and/or General Fund (D)	922	750	
Coverage (A+D/C)	114%	114%	

**REGIONAL WATER AUTHORITY
OPERATING AND MAINTENANCE EXPENSE
JUN 30, 2021**

Pg 3

PERIOD ENDING JUN 30, 2021

	FY 2021	FY 2022	FY 2022	(Under)
	Actual	Budget	Actual	Over
1 Payroll	\$ 1,873	\$ 1,903	\$ 1,806	\$ (97)
2 Employee Benefits	515	666	623	(43)
Pension Contributions	222	225	225	0
3 Administrative Building	74	89	84	(5)
4 General & Administrative	30	89	54	(35)
5 Transportation	38	60	50	(10)
6 Tools & Stores	33	21	32	11
7 Utilities & Fuel	92	91	80	(11)
8 Material From Inventory	10	31	25	(6)
9 Pump Power Purchased	249	300	240	(60)
10 Chemicals	113	157	198	41
11 Road Repairs	19	17	11	(7)
14 Postage	21	24	15	(9)
15 Printing & Forms	3	7	3	(4)
17 Collection Expense	38	60	56	(5)
18 Business Improvement	5	7	1	(7)
19 Public/Customer Information	17	35	7	(28)
20 Outside Services	127	270	181	(89)
21 Insurance Premiums	105	136	127	(9)
22 Worker's Compensation, pre-Churchill	9	13	(14)	(26)
23 Damages	9	5	7	1
24 Training & Cont. Education	2	15	12	(3)
25 Authority Fees	11	13	11	(2)
26 Consumer Counsel	3	5	2	(3)
27 RPB Fees	10	14	12	(2)
28 Organizational Dues	6	-	5	5
29 Donations	-	3	-	(3)
34 Central Lab/Water Quality	20	48	13	(35)
40 Environmental Affairs	1	8	16	8
44 Info. Technology Licensing & Maintenance Fees	156	205	176	(29)
45 Maintenance and Repairs	141	202	180	(22)
46 Regulatory Asset Amortization	-	35	35	(0)
	<u>\$ 3,949</u>	<u>\$ 4,754</u>	<u>\$ 4,272</u>	<u>\$ (483)</u>

South Central Regional Water Authority

Analysis of Accounts Receivable ("A/R")

(\$000 omitted)

Denotes City of New Haven Invoicing

Total Accounts Receivable Aging (in days)

	June	May	April	March	Feb	Jan	Dec	Nov	Oct	Sept	Aug	July	June
	2021	2021	2021	2021	2021	2021	2020	2020	2020	2020	2020	2020	2020
Under 30	\$ 6,782	\$ 5,664	\$ 6,227	\$ 6,251	\$ 5,782	\$ 6,802	\$ 7,363	\$ 6,472	\$ 8,208	\$ 7,633	\$ 6,229	\$ 7,433	\$ 6,146
31-60	1,548	1,987	2,185	1,433	2,112	2,527	2,041	2,444	2,710	1,892	2,125	2,295	1,444
61-90	966	1,344	891	990	1,666	972	1,103	1,594	913	990	1,405	838	713
91-180	2,095	2,063	2,016	2,112	2,195	2,118	2,127	1,969	1,975	1,918	1,777	1,775	1,992
181-360	2,404	2,197	2,331	2,443	2,353	2,286	2,109	1,934	1,921	1,893	1,821	1,646	1,543
More than 1 year	5,102	4,964	4,998	4,969	4,720	4,621	4,576	4,408	4,388	4,449	4,207	4,266	4,331
Sub Total	18,897	18,219	18,648	18,198	18,828	19,326	19,319	18,821	20,115	18,775	17,564	18,253	16,169
Interest due	1,088	1,130	1,171	1,216	1,229	1,265	1,310	1,354	1,388	1,448	1,476	1,515	1,559
Total Gross A/R plus interest	\$ 19,985	\$ 19,349	\$ 19,819	\$ 19,414	\$ 20,057	\$ 20,591	\$ 20,629	\$ 20,175	\$ 21,503	\$ 20,223	\$ 19,040	\$ 19,768	\$ 17,728

Aged Accounts Receivable Focus of Collection Efforts

	June	May	April	March	Feb	Jan	Dec	Nov	Oct	Sept	Aug	July	June
	2021	2021	2021	2021	2021	2021	2020	2020	2020	2020	2020	2020	2020
Greater than 60 days:													
A/R	\$ 11,640	\$ 11,683	\$ 11,386	\$ 11,710	\$ 12,143	\$ 11,242	\$ 11,208	\$ 11,235	\$ 10,585	\$ 10,677	\$ 10,659	\$ 10,011	\$ 10,114
Less: Multi-Tenants	(3,095)	(3,124)	(2,641)	(2,847)	(3,127)	(2,676)	(3,039)	(3,419)	(2,949)	(3,289)	(3,109)	(3,084)	(2,864)
Receiverships	(1,966)	(1,995)	(2,048)	(2,023)	(2,018)	(1,976)	(2,105)	(2,084)	(2,091)	(2,141)	(2,080)	(2,163)	(2,169)
Liens	(2,274)	(2,236)	(2,304)	(2,410)	(2,296)	(2,165)	(1,858)	(1,775)	(1,464)	(1,500)	(1,739)	(1,705)	(1,721)
Total	\$ 4,305	\$ 4,328	\$ 4,393	\$ 4,430	\$ 4,702	\$ 4,425	\$ 4,206	\$ 3,957	\$ 4,081	\$ 3,747	\$ 3,731	\$ 3,059	\$ 3,360
	37%	37%	39%	38%	39%	39%	38%	35%	39%	35%	35%	31%	33%

Collection Efforts

	June	May	April	March	Feb	Jan	Dec	Nov	Oct	Sept	Aug	July	June
	2021	2021	2021	2021	2021	2021	2020	2020	2020	2020	2020	2020	2020
Shuts *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Red Tags **	-	-	-	-	-	-	-	-	-	-	-	-	-
Receivers	12	5	9	5	6	13	20	17	7	21	4	5	8
Top 100 Collection Calls	318	250	242	108	191	99	257	108	187				
Other ⁽¹⁾	1,663	1,028	1,222	1,104	1,093	1,425	1,290	1,163	1,319	1,544	1,192	1,338	1,282
Total	\$ 1,675	\$ 1,283	\$ 1,473	\$ 1,217	\$ 1,290	\$ 1,537	\$ 1,567	\$ 1,288	\$ 1,513	\$ 1,565	\$ 1,196	\$ 1,343	\$ 1,290
	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-

* Number of shuts

** Number of Red tags

⁽¹⁾ Includes: Notices and letters and legal initiatives.

South Central Connecticut Regional Water Authority
90 Sargent Drive, New Haven, Connecticut 06511-5966 203-562-4020
<http://www.rwater.com>

DATE: July 9, 2021

TO: David Borowy, Chair
Kevin J. Curseaden
Anthony DiSalvo
Catherine E. LaMarr
Suzanne C. Sack

FROM: Ted Norris

SUBJECT: Acceptance of deed for a portion of the O'Hare property, 200 Little City Rd., Killingworth

Attached for your review and approval is a resolution to allow the Authority to accept a warranty deed from Thomas O'Hare for 4.1 acres in Killingworth of his property at 200 Little City Rd. The parcel is on our Lake Hammonasset watershed.

Mr. O'Hare recently purchased the property from the Pollock and McClure families. The former owners were allowed to divide out a lot and build a house on the property many years ago. At that time the Killingworth Planning and Zoning Commission (Commission) approved lot the division with the condition that they, or future owners, would have to donate 4+/- acres for open space if the property was ever developed or subdivided again. Mr. O'Hare bought the property with the intention to build a house on the property which triggered the open space donation requirement. RWA was approached by Mr. O'Hare regarding our interest in the open space and John Triana expressed our willingness to accept the parcel for watershed protection under the condition that the 4+/- acres were abutting our property to the south. Mr. O'Hare and the Commission were agreeable with our condition and a survey, attached, was performed to show the open space parcel to be conveyed. RWA agreed to pay for half of the proportion of the survey attributable to the 4+/- acres as well as our own legal fees. There is no cost for the land itself.

CC: Larry Bingaman
John Triana

RESOLUTIONS

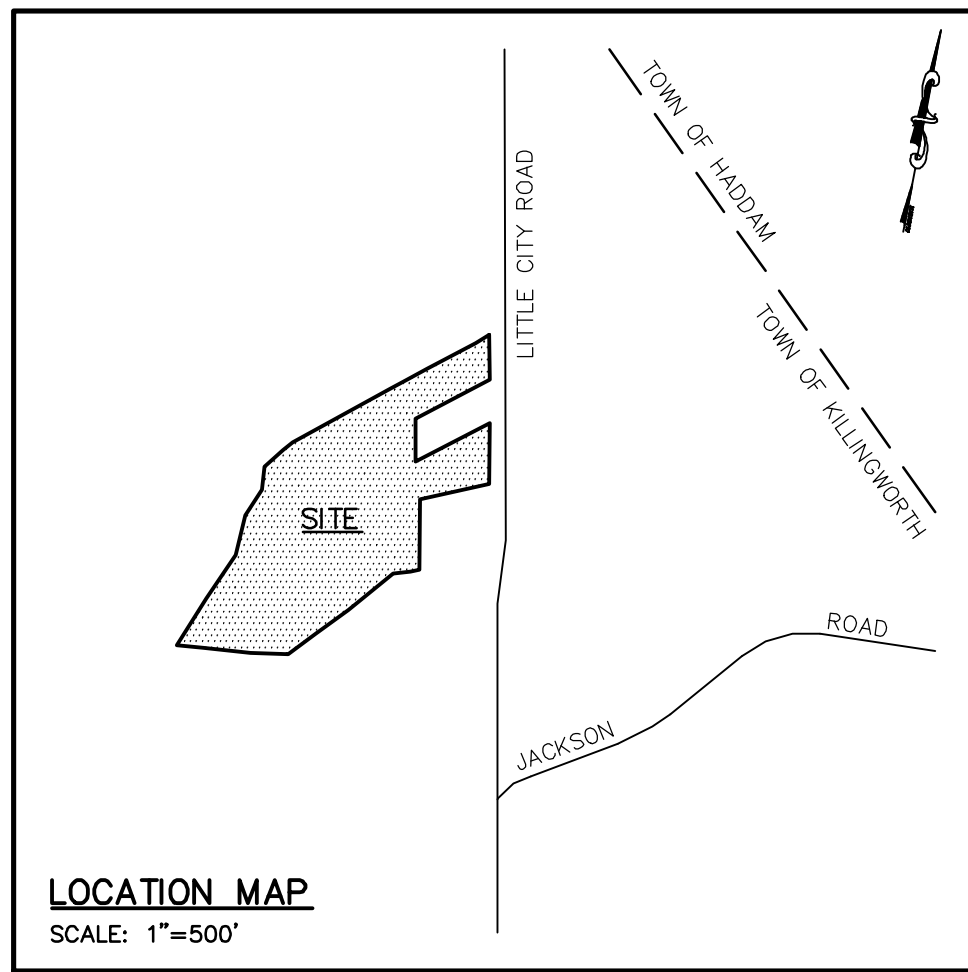
I, Kevin J. Curseaden, do hereby certify that I am the Secretary of the South Central Connecticut Regional Water Authority (the "RWA"), a non-profit public corporation organized and existing under the laws of the State of Connecticut having its principal place of business at 90 Sargent Drive, New Haven, Connecticut, that I am the keeper of the corporate records and seal. That the following is a true and correct copy of resolutions duly adopted by the RWA on July 15, 2021 in accordance with the constituent charter of the RWA and that the same has not in any way been modified, repealed or rescinded, but is in full force and effect.

NOW, THEREFORE BE IT RESOLVED, that RWA's Vice President of Asset Management and/or President & CEO, and are hereby authorized to accept on behalf of the RWA a Warranty Deed from Thomas O'Hare of Killingworth covering 4.1082 acres of land, subdivided from his property at 200 Little City Rd., Killingworth as a condition of Mr. O'Hare's meeting an open space requirement on that property whenever it would be developed.

Dated at New Haven, Connecticut, this _____ date of _____, 2021.

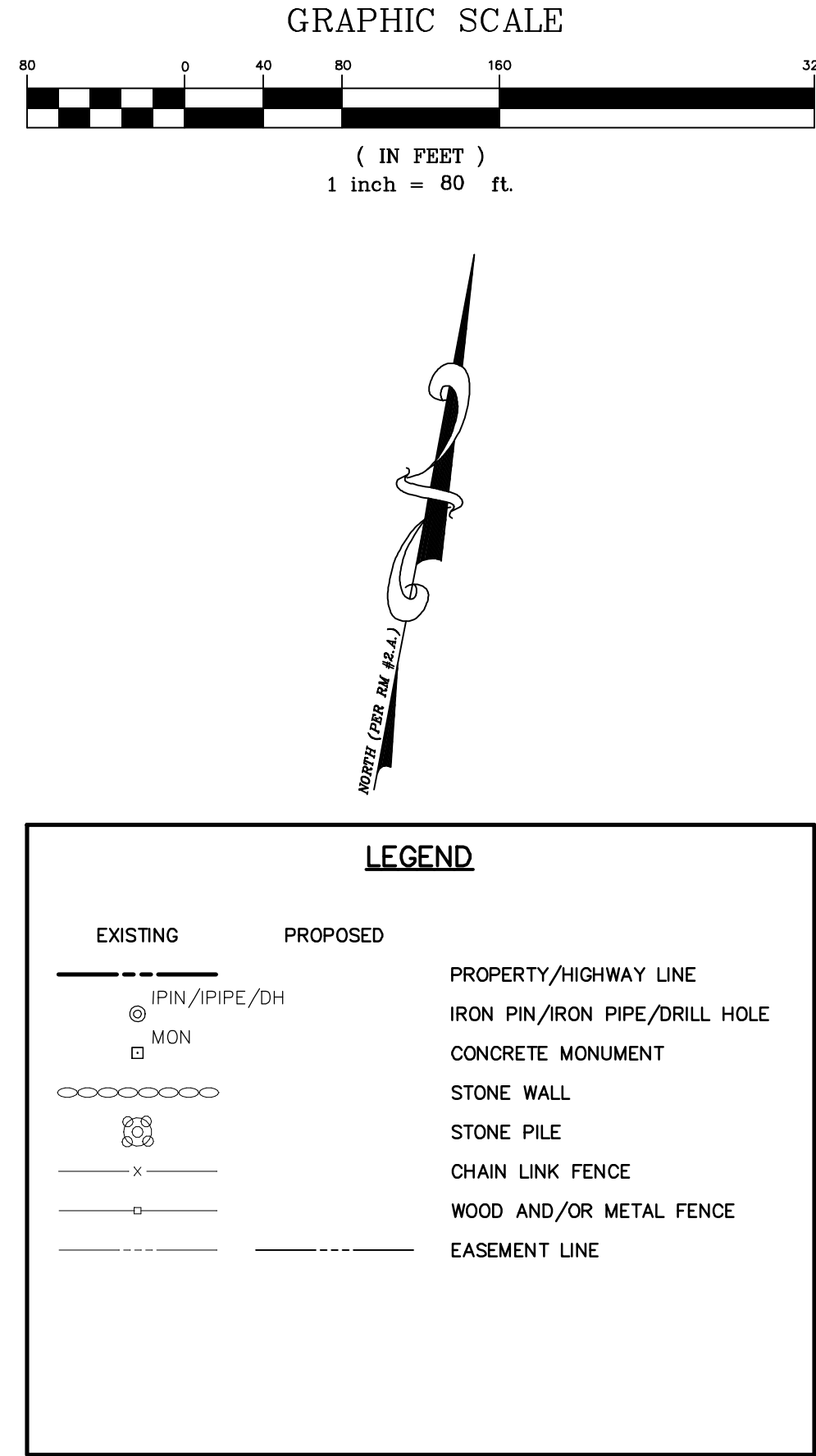
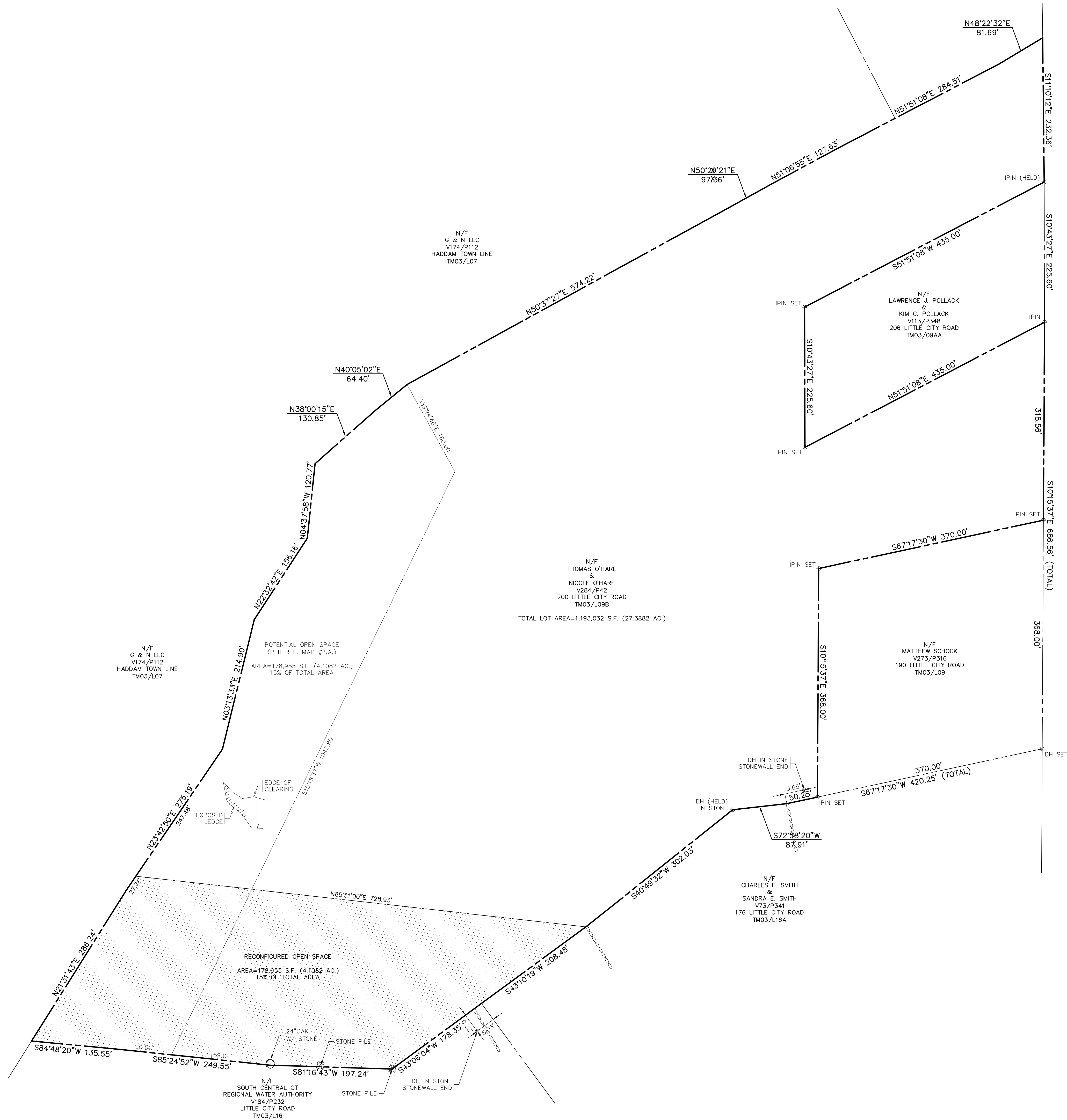
Kevin J. Curseaden, Secretary/Treasurer

F:\BSE PROJECTS\KILLINGWORTH\O'HARE - 200 LITTLE CITY ROAD\DWG\200 LITTLE CITY ROAD_PSD.DWG



NOTES:

- THIS SURVEY AND MAP HAVE BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENCIES, SECTIONS 20-300B-1 THROUGH 20-300B-20, THE MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON JUNE 21, 1996 AND AMENDED OCTOBER 26, 2016.
 - THE HORIZONTAL ACCURACY CONFORMS TO CLASS A-2.
 - THE BOUNDARY DETERMINATION CATEGORY IS A PENDANT RESURVEY OF THE MAP REFERENCED IN NOTE #2.A.
 - THE TYPE OF SURVEY IS A PROPERTY SURVEY. THIS MAP IS INTENDED TO DEPICT OR NOTE THE LOCATION OF EXISTING PROPERTY LINES, LINES OF OCCUPATION, EASEMENTS, ENCROACHMENTS, BUILDINGS AND OTHER SITE IMPROVEMENTS.
- REFERENCE IS HEREBY MADE TO THE FOLLOWING MAPS ENTITLED:
 - "RECORD SUBDIVISION MAP LAND OF THOMAS MCCLURE LITTLE CITY ROAD KILLINGWORTH, CONNECTICUT" BY: DONALD R. CARLSON; SCALE: 1"=80'; SHEET 1 OF 3; DATED: 8/05/99 AND REVISED LAST: 9/07/99.
- BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983 (NAD83) AND WERE OBTAINED BY GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS, BY: BENNETT & SMILAS ASSOCIATES, INC. ON JANUARY 6, 2021.
- THE CURRENT PROPERTY OWNER OF RECORD IS THOMAS O'HARE & NICOLE O'HARE OF WOLCOTT, CONNECTICUT AS DESIGNATED IN VOLUME 284, PAGE 42 IN THE KILLINGWORTH TOWN CLERKS OFFICE.
- PROPERTY LOCATED AT 200 LITTLE CITY ROAD, IS SHOWN ON TAX MAP 03, LOT 09B IN THE TOWN OF KILLINGWORTHASSESSOR'S OFFICE.
- THIS PROPERTY IS ZONED R-2, RESIDENTIAL DISTRICT. THE MINIMUM LOT AREA IS 2 ACRES AND THE MINIMUM SETBACK REQUIREMENTS ARE GENERALLY: FRONT: 40 FEET, SIDE: 30 FEET, AND REAR: 30 FEET.
- THE TOTAL AREA OF THIS PROPERTY IS 1,193,032 SQUARE FEET (27.4 ACRES)
- THE LOCATION OF UNDERGROUND UTILITIES DEPICTED HEREON ARE BASED ON FIELD LOCATIONS, MAPPING INFORMATION PROVIDED BY OTHERS AND OTHER SOURCES. THEIR TRUE LOCATION MAY VARY FROM THOSE INDICATED AND ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. IF APPLICABLE, UTILIZE THE "CALL BEFORE YOU DIG" NUMBER (1-800-922-4455) TO VERIFY THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES.



BENNETT & SMILAS ASSOCIATES, INC.
415 KILLINGWORTH ROAD, P.O. BOX 241
HIGGANUM, CONNECTICUT 06441
PHONE (860) 345-4653 FAX (860) 345-3868

TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

Michael J. Bennett
MICHAEL J. BENNETT
R.L.S. #10831

SEAL

THE ORIGINAL SEAL OF THE SURVEYOR MUST BE AFFIXED HERE FOR THIS MAP TO BE VALID

MICHAEL J. BENNETT, L.S. No. 10831

PROPERTY SURVEY
SHOWING RECONFIGURED OPEN SPACE EASEMENT
LAND NOW OR FORMERLY
THOMAS O'HARE & NICOLE O'HARE
200 LITTLE CITY ROAD, KILLINGWORTH, CONNECTICUT

TITLE:
DATE: MARCH 23, 2021
SCALE: 1"=80'
DWG. NO.: 1

PRELIMINARY

REQUEST FOR EXEMPTION FROM PUBLIC BIDDING FOR
LAKE WHITNEY WATER TREATMENT PLANT HVAC CONTROLS
AS REQUIRED BY CONNECTICUT SPECIAL ACT NO. 77-98 AS AMENDED

JUNE 2021

SPECIFIC STATUTORY PROVISIONS

All contracts in excess of fifty thousand dollars for any supplies, materials, equipment, construction work or other contractual services shall be in writing and shall be awarded upon sealed bids or proposals made in compliance with a public notice duly advertised by publication in one or more newspapers of general circulation or, if there are no such newspapers, in appropriate electronic media, including, without limitation, the authority's Internet web site, as are likely to reach a broad segment of potential vendors, at least ten days before the time fixed for opening said bids or proposals, except for (1) contracts for professional services, (2) when the supplies, materials, equipment or work can only be furnished by a single party, (3) when the authority determines by a two-thirds vote of the entire authority that the award of such contract by negotiation without public bidding will be in the best interest of the authority, or (4) when the procurement is made as a result of participation in a procurement group, alliance or consortium made up of other state or federal government entities in which the state of Connecticut is authorized to participate. The authority may in its sole discretion reject all such bids or proposals or any bids received from a person, firm or corporation the authority finds to be unqualified to perform the contract, and shall award such contract to the lowest responsible bidder qualified to perform the contract. (Section 16, Special Act 77-98 as amended).

REQUEST FOR EXEMPTION

This request is for an exemption from competitive bidding of the Lake Whitney Water Treatment Plant Building Management System Replacement contract. The current building management system (BMS) that operates the HVAC system at the facility is unsupported and a new system is required. The proposed project consists of an upgrade of the BMS to match other RWA facilities that utilize Johnson Controls. The Johnson Controls system will be installed by Controlled Air, Inc. The value of this project is approximately \$150,000. A competitor quote was obtained and it was of a comparable value.

REASON FOR REQUEST

The Authority maintains a maintenance contract with Controlled Air, Inc. who is a Johnson Controls Certified Installer. Standardizing on a single proven installer such as Controlled Air, Inc. allows for improved response time for repairs and service. Controlled Air, Inc. is local and has a history of providing exceptional service for RWA's HVAC systems at multiple locations.

SUMMARY

A bid exemption for Controlled Air, Inc. will benefit the RWA by using a contractor who performs a significant amount of HVAC work for RWA, is very familiar with the Lake Whitney Water Treatment Plant HVAC system, and who is a certified installer of the proposed BMS.

South Central Connecticut Regional Water Authority

90 Sargent Drive, New Haven, Connecticut 06511-5966 203-562-4020

<http://www.rwater.com>

TO: David J. Borowy, Chair
Kevin J. Curseaden
Anthony DiSalvo
Catherine LaMarr
Suzanne C. Sack

FROM: Prem Singh

DATE: July 9, 2021

SUBJECT: Revisions to Rules and Regulations

South Central Connecticut Regional Water Authority's (RWA) *Rules and Regulations for Water Service and its Rules, Regulations and Rates Governing the Extension of Water Mains* were last revised in 2017. Several changes are recommended and are hereby submitted to the Authority for approval in "track changes" mode in order to highlight the changes.

Revisions are detailed below:

A. Rules and Regulations for Water Service:

1. Pg. 5 General Principles Item 10, advises customers of RWA's limited liability on usage alerts.
2. Pg. 11 Owner Responsibilities Item 4c, ties charges to the rate schedule.
3. Pg. 13 Pubic Fire Service, sentence moved so as to include all items under public fire service.
4. Pg. 17 Cross Connection Control, Items 6 and 7, notes Letter to applicant and applicant's responsibility, and clarifies damage responsibility, respectively.
5. Pg. 18 Billing Item 5, change to monthly billing.
6. Pg. 22 Termination of Service, Item 4a, clarifies termination notification.
7. Pg. 23 Termination of Service Item 6c, adds amortization agreement and actions if defaulted on.
8. Pg. 27 Applications for Service Item 3, adds requirement to supply estimated water demands.
9. Pg. 31 Technical Standards and Procedures Item 16, adds compression fittings as an acceptable fitting type.
10. Pg. 32 Material Specifications Item 1, first bullet, on page adds exclusion of PEX piping Item 2, first bullet, adds compression fittings.

B. Rules, Regulations, and Rates Governing the Extension of Water Mains:

1. Pg. 37 Definitions – Deferred Extension, adds potential RWA deferral of extensions.

In Line with the 2017 review and approval of the Rules and Regulations, management recommends that the approval process include the Representative Policy Board, although not explicitly required in the enabling legislation. Inclusion of all parties in the process allows us to fend off future challenges to the document and address any concerns that are raised as part of the approval process.

The January 5, 2022 effective date on the two documents currently aligns with the proposed effective date of the rate changes the Authority is reviewing. Some of the revisions in the documents are related to monthly billing. If the revisions are approved, the effective date will be the later of the effective date of the rate changes or the effective date of monthly billing.

PS: Im

CC: Larry Bingaman
Rochelle Kowalski
Ted Norris

Rules and Regulations for Water Service



January 35, ~~2018~~2022



Our STARS Values

Service | Teamwork | Accountability | Respect | Safety

SOUTH CENTRAL CONNECTICUT REGIONAL WATER AUTHORITY 90

SARGENT DRIVE

NEW HAVEN, CONNECTICUT 06511 (203) 562-4020

www.rwater.com

ADOPTED AUGUST 20, 1980

REVISED AUGUST 26, 1980

REVISED NOVEMBER 13, 1980

REVISED AUGUST 25, 1981

REVISED JULY 28, 1983

REVISED JULY 12, 1984

REVISED FEBRUARY 11, 1987

REVISED JULY 14, 1988

REVISED FEBRUARY 14, 1991

REVISED SEPTEMBER 26, 1991

REVISED APRIL 9, 1992

REVISED FEBRUARY 18, 1998

REVISED MAY 7, 2013

REVISED FEBRUARY 18, 2016

REVISED SEPTEMBER 28, 2017

REVISED JULY 15, 2021

TABLE OF CONTENTS

RULES and REGULATIONS **for WATER SERVICE**

	<u>PAGE</u>
INTRODUCTION/MISSION STATEMENT	4
GENERAL PRINCIPLES	5
(A) Definitions	6
(B) Service Pipe Ownership	9
(C) Domestic Service	11
(D) Private Fire Service	12
(E) Public Fire Service	13
(F) Pressure and Continuity of Supply	15
(G) Cross Connection Control	16
(H) Billing	18
(I) Adjustment of Bills	20
(J) Termination of Service	21
(K) Meters and Meter Testing	23
(L) Applications for Service	27
(M) Technical Standards and Procedures for the Installation of 1 Inch through 2 Inch Water Services	29
(N) Material Specification	31

INTRODUCTION

The South Central Connecticut Regional Water Authority (RWA) has adopted the following Rules and Regulations to ensure uniformity and fair practice to all customers consistent with the protection of the health and safety of the communities we serve. These regulations are intended to inform the public as to the administrative procedures, technical requirements, and rates and charges for obtaining connection to and maintaining service from the RWA's water supply.

The Rules and Regulations, including amendments or additions thereto, are an integral part of the rates, terms and conditions governing water service provided by RWA pursuant to its statutory authority. The terms, conditions and policies set forth in these Rules and Regulations have been approved by the Regional Water Authority and its Representative Policy Board pursuant to Section 14 of special Act No. 77-98, as amended, and are binding on every RWA customer (including applicants for service and former customers).

GENERAL PRINCIPLES

1. The RWA may modify these Rules and Regulations at any time.
2. The RWA's regulations regarding the extension of water mains are available as a separate document.
3. Services performed after hours or on weekends or holidays are subject to special charges.
4. During drought conditions, or when it is in the best interest of the public, the RWA may curtail or suspend entirely the use of water for non-essential purposes. The RWA will not be liable for any losses incurred because of the curtailment or suspension of service.
5. Without special written permission from the RWA, no owner or tenant may supply water, whether metered or otherwise, to other persons. Individuals, moreover, may not permit any connection to be made on their premises for the supply of water to other premises. This prohibition applies whether or not the other premises are owned by the same individual or another party.
6. Customers must allow employees or duly authorized representatives of the RWA, when identified by proper badges, uniforms or written authority, to have access to their premises at all reasonable hours for the purpose of reading, testing, installing, changing and removing meters, inspecting all plumbing connections, fixtures and mains, collecting water samples for testing, and other purposes as are necessary under these Rules or when it appears that there is a violation of these Rules and Regulations.
7. All owners, lessees, agents, tenants, and users of water service must keep their pipes and fixtures in good working order and protected from frost, and make their water meters accessible.
8. Customers should avoid all unnecessary waste of water. Under emergency conditions, and with the consent of the RWA, water may be left running to prevent freezing of the customer's pipes. The customer must pay for the water used for these purposes, and take corrective action to protect the pipes before the next winter season.
9. Air conditioning or refrigeration installations totaling over a three-ton capacity must have water conserving equipment to reuse the water.
10. The RWA offers free water consumption monitoring and usage alert tools to customers. However, the customer has the sole responsibility to monitor their water consumption at the customer's location. The RWA provides this alert system as a courtesy only, and providing this courtesy service to its customers in no way creates legal liability on the part of RWA.

(A) DEFINITIONS

“Abandonment” - the condition in which water service to a building has been discontinued at the Owner’s request for a period of at least one year and the Owner has made no commitment as to possible future use.

“ANSI” - American National Standards Institute.

“Applicant” - any person or entity, such as a developer, municipality, or business, requesting water service from the RWA.

“ASSE” - American Society of Sanitary Engineers.

“Automatic Fire Sprinkler System” - a plumbing system designed to spray water to extinguish fires.

“AWWA” - The American Water Works Association.

“Backflow” - the reversal of the normal flow of water or other liquids caused by back pressure or back siphonage.

“Backflow Preventer (BFP)” - a device installed on a service pipe that protects the public water supply from backflow.

“CBYD” - Call Before You Dig.

“Combination Service Line” - a single service connection which is separated at the curb line to provide an individual curb valve and/or valve for both domestic usage and fire protection. Separate service pipes for fire and domestic usage are required from the curb valve to the place of use.

“Combined Service” - an existing service –which provides both fire and domestic service through a single service pipe. New installations of Combined Services are not permitted.

“Common Enclosure” - property under common ownership which is bounded by one or more of the following: property lines, public streets, public highways or RWA mains installed in easements on private or public property.

“Corporation Stop” - the device used by the RWA to connect the service pipe to the main.

“Cross Connection” - as defined in the State of Connecticut Cross Connection Control Manual “means any actual or potential connection between a public water system and any other source or system through which it is possible to introduce into the water system any contaminating, polluting agent.”

“CT DPH” - Connecticut Department of Public Health.

“Curb Box” - a vertical pipe or casting with a cover placed over the curb valve and extending to the ground surface to allow access to the valve

“Curb Valve” - the valve located on the service pipe between the main and customer’s place of use located in the vicinity of the curb and public right-of-way line.

“Customer” - the party (owner or lessee) contracting for water service to or for a premises.

“Domestic Service” - all service or use other than fire service.

“Drought” - a prolonged period of abnormally low precipitation resulting in water shortages.

“Facilities Charge” - a charge made for the purpose of collecting a fair contribution from the Applicant toward the capital cost of the utility system which has been paid by existing customers.

“Fire Flow Test” - the measurement of flow from a hydrant performed by the RWA in accordance with generally accepted engineering practices.

“Fire Hydrant” - a device, connected to a hydrant lateral and provided with the necessary valves and outlets, to which a fire hose(s) may be connected for the purpose of extinguishing fires.

“Fire Service” - a water connection used to extinguish fires as well as test fire equipment.

“Frontage” - the length of a building lot’s perimeter boundary that abuts or is adjacent to the right-of-way of either existing or proposed public or private streets.

“Hydrant Lateral” - the pipe and fittings that run between the main and the fire hydrant.

“Hydrant Permit” - a written permit granted by the RWA for the temporary use of a hydrant.

“Inch Foot Rate” - the rate used to compute the annual fire service charge billed to municipalities within the RWA’s water district, as further defined in Section E, Public Fire Service.

“Jobbing Bill” - a bill rendered for services and materials other than metered water service.

“Lawn Sprinkler” - an underground piping system which is used to irrigate lawns and other forms of vegetation.

“Main(s)” - water pipes owned by or to be owned by the RWA used for the purpose of conveying water to the customer’s service connection.

“Meter Setting” - the pipe, valves, fittings, and appropriate spread necessary for the installation of a meter on a service pipe and provided by the owner at his expense.

“Meter Vault/Pit” - a subsurface enclosure that protects water meters and other facilities installed outside of buildings.

“N.F.P.A.” - National Fire Protection Association.

“OSHA” - Occupational Safety and Health Administration.

“Owner” - the person, persons, or legal entity holding title to the property or premises connected or proposed to be connected to the public water system.

“PHC” - Public Health Code of the State of Connecticut.

“Premises” - refers to but is not limited to the following:

- A building or combination of buildings in one common enclosure under common ownership occupied by one family, one company or one educational or institutional entity.
- Each unit of a multi-unit building under common ownership where such unit is equipped with its own separate water service pipe.
- A single building under common ownership.
- A single plot of land in one common enclosure used as a park or recreational area.
- A common interest ownership condominium complex, a building or buildings within a condominium complex, or a single unit within a condominium complex. The definition is dependent upon the number of service pipes and at the discretion of the RWA.

“Pressure Reducing Valve (PRV)” - A valve for reducing water pressure to a preset value.

“Private Fire Protection” - private water mains, fire pipes and other appurtenances installed on private property for the purpose of fire protection at particular premises.

“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.

“Public Fire Protection” - the public water mains, hydrants, and appurtenances installed for the purpose of fire protection in a public right-of- way.

“Remote Meter Reading Device” - a receptacle that is installed and can be read at a location some distance from where the meter is located, or a

metering system where meters or meter appurtenances send data to a central collection system.

“RWA” – South Central Connecticut Regional Water Authority

“Service Connection” - the portion of the service pipe from the main to and including the curb valve, at or adjacent to the street line or the customer’s property line and such other valves, fittings, etc. as the Authority may require at or between the main and the corporation stop, but not including the curb box.

“Service Pipe” - the portion of pipe that runs between the curb stop and the customer’s place of use and includes private fire lines.

“Siamese Connection” - an inlet equipped with one or more couplings to which a fire hose can be attached and through which water can be delivered by a fire department pumper to an automatic fire sprinkler system.

“Subsidiary Meter” – a water meter installed downstream of the RWA-owned meter that is read by the customer for individual billing purposes.

“Summer Season” - refers to the period from April 1 to November 1.

“Tap” - the process of drilling and threading a water main to accept a corporation stop.

“Termination” - the discontinuance of water service as defined by these regulations.

“USC” - University of Southern California.

(B) SERVICE PIPE OWNERSHIP

RWA OWNERSHIP AND RESPONSIBILITIES

1. Service connections installed between October 18, 1966 and August 25, 1980 are the property of the RWA. See the definition of “service connection” in Section A, above.
2. The RWA will maintain all service connections from the connection at the main up to and including the curb valve for those connections located in accepted public streets or in properly executed and recorded easements.
3. The RWA will own and maintain all water mains and appurtenances located in accepted public streets or in properly executed and recorded easements.
4. Only authorized employees of the RWA will be allowed to tap or make connections to its water mains.

5. The RWA will furnish and install all new service connections larger than 2 inches in diameter. The customer will be responsible for the cost of this work.
6. Except for repairs, no one may turn on water service into any building or part of a building, or do any work in connection with any service pipe without consent from the RWA.
7. If the RWA determines a service connection should be replaced or repaired, the RWA will perform the repair or replacement at its expense. The expenses would include costs necessarily incurred in respect to the repair or replacement such as the cost of excavation, backfill, removal and replacement of paving for walks, curbs, roadways, etc.

OWNER RESPONSIBILITIES

1. Service connections installed prior to October 18, 1966 and after August 25, 1980 are the property of the customer but are maintained by the RWA. See the definition of "service connection" in Section A, above.
2. The customer will furnish and install all new service connections of 2 inches in diameter or smaller. The RWA will tap the main, furnish and install the corporation stop, install the meter, and inspect the installation. The customer contracting for service will be responsible for the cost of the permit, excavation, backfill, removal and replacement of pavement for walks, curbs, etc., necessarily incurred in installing new services.
3. The customer will furnish, install, own and maintain the necessary curb box and that section of the service pipe from the curb valve to the place of use and must keep them in good repair. The RWA has the right to access the curb box as necessary.
4. Replacement service connections will be considered as new service connections when the following conditions apply:
 - a. An existing service connection ceases to be adequate to meet the owner's water demands due to increased use by the owner;
 - b. A larger service connection or a relocation of the service connection is requested by the owner;
 - c. A service connection is initially installed to the curb line only, and subsequently cannot be located in order to make a connection to it.

The owner will be responsible for all of the charges applicable to a new service connection as shown on the RWA's current Rate Schedule.

5. The property owner will maintain, replace and repair summer season service lines connected to summer season mains.
6. Customers who wish to convert from seasonal to year-round service must lower service to a minimum depth of 4-1/2 feet below ground level, with the installation of a meter vault.
7. When a premise is permanently abandoned, the property owners must immediately notify the RWA so that the service connection can be removed. The RWA will assume the cost for removing the service connection. Restoration of abandoned service will be considered a new service installation.
8. The customer will maintain all pressure reducing valves.
9. All water services located in a private right-of-way, whether serving one or more properties, are considered private services or service connections and are the responsibility of the owner of the right-of-way.
10. The customer must comply with any mandatory water restrictions issued by the RWA. Mandatory restrictions will be imposed in accordance with RWA's Drought Response Plan contained in its Water Supply Plan. Customers not complying with mandatory water use restrictions are subject to 1) RWA's Mandatory Water Restriction Charge and 2) termination of water service in accordance with regulations.

(C) DOMESTIC SERVICE

1. Any domestic service will be metered.
2. Separate service pipes are required for domestic and fire use. Combined service pipes are not allowed for any new application for service.
3. Each service will have a curb box and a full way curb valve without drain.
4. One service pipe will service each premise. Any other arrangement must be approved in advance by the RWA. Where more than one building is involved, there must be independent curb valves for each building.
5. The location of the service pipe and connection must be approved by the RWA before the excavation is started.

6. If a premise is subdivided so that more than one premise results, additional service pipes will be required for the additional premise(s) as provided in the RWA's Rules and Regulations. These additional service pipe(s) will be installed by the owner at the time the additional premises are created or within thirty (30) days of being notified by the RWA that additional service(s) is required.
7. All new domestic services of 2-inches or smaller shall have a meter located in a meter pit, installed in accordance with RWA requirements.

(D) PRIVATE FIRE SERVICE

1. Except for extinguishing fires or testing fire equipment, no branch connection will be made on, or water taken from, a private fireservice or a public or private fire hydrant without written permission from the RWA. Water taken from hydrants under a hydrant permit will be paid for in accordance with established rates and must comply with RWA Cross Connection Control Policies as provided in Section G of these rules.
2. Fire services and automatic fire sprinkler systems (including residential) will be designed and installed in accordance with the provisions of the National Fire Protection Association (NFPA) Code and other applicable codes, including proper backflow protection, and will require separate fire and domestic service lines.
3. Domestic water use may include residential life safety automatic sprinkler systems to one- and two-family dwelling units in accordance with the provisions of the National Fire Protection Association (NFPA) Code Section 13D, "Sprinkler Systems for One- and Two-Family Dwellings and Mobile Homes." The entire service will be metered. The meter will be sized for the minimum allowable flow demand per NFPA 13D. The water service will not be a fire service.
4. All sprinkler systems or private fire services will be metered or equipped with a detector check valve with metered bypass. An alarm system may be substituted when approved by the RWA. The type of meter or alarm will be determined by the RWA.
5. Detector check valves with metered bypass and meter vault are required on private fire hydrants or fire services when the service pipe or lateral is over 200 feet in length.
6. The customer is responsible for the ownership, inspection, maintenance and repair of private fire hydrants. Hydrants shall be

maintained per the requirements of AWWA M17: "Installation, Maintenance, and Field Testing of Fire Hydrants." Customers may contract with the RWA to perform maintenance services; such service fees will be negotiated between the parties on a case-by-case basis. The RWA shall have the right to inspect and operate private fire hydrants. If the hydrant is found to be inoperable or leaking, the Fire Marshal's office will be notified and the owner will have 30 days to make repairs. The RWA shall be notified when repairs are completed.

7. Water used through fire service meters will be charged at meter rates, but there will be no charge for water used in case of fire.
8. A reduced pressure principle backflow preventer (BFP) must be installed on all new service lines to fire sprinkler systems with a Siamese connection.
9. Effective January 1, 1999, a reduced pressure principle BFP will be installed on all lines to existing fire sprinkler systems equipped with a Siamese connection. Prior to this date, a double check valve assembly BFP may be allowed if approved by the RWA.
10. The customer will own and maintain reduced pressure principle BFPs and double check valve assembly BFPs. The customer and RWA may enter into an agreement for the RWA to conduct the annual testing as a service for a fee.

(E) PUBLIC FIRE SERVICE

Except as otherwise provided by the terms of any acquisition of another water system.

11.1. Public fire service, when provided by the RWA, will be billed at the established inch-foot rate. Only mains 6 inches and larger, in service as of the last day of the year, will be used in computing the inch-foot charge for the next year.

12.2. ~~Except as otherwise provided by the terms of any acquisition of another water system,~~ the ~~The~~ inch-foot calculation shall be performed as follows: the number of inch-feet will be calculated by multiplying the length of each pipe in feet by its diameter in inches. All inch-feet for 6-inch through 12-inch mains will be charged directly to the town in which the main is located. Inch-feet for mains larger than 12- inches will be apportioned to the town in proportion to the inch-foot allocation for 12-inch mains.

13.3. The requirements of the municipal fire departments will determine the need for and location of public fire hydrants.

14.4. The RWA will own and maintain the fire hydrant laterals, but the applicant will be responsible for the cost.

- 15-5. Public fire hydrants may be owned by the municipality or by the RWA. When the hydrant is owned by the RWA, the installation cost will be the expense of the applicant. When it is owned by the municipality, the installation cost will be the responsibility of the municipality or the applicant as directed by the municipality.
- 16-6. When hydrants are owned by the RWA, an annual charge at the established rate will be made to the municipality to cover the capital and maintenance costs of the hydrants. Maintenance costs will include repairs, replacement, preventive maintenance and painting. The RWA is not responsible for snow removal and grass cutting around public hydrants. Municipally-owned hydrants shall be inspected and maintained by the municipality in accordance with the requirements of AWWA M17. The RWA shall have the right to inspect municipally-owned hydrants, and maintain, repair or replace municipally-owned hydrants if found to be leaking or operationally defective without prior notice to the customer. Municipally-owned hydrants can be replaced by the RWA at the expense of the municipality. Repairs to municipally-owned hydrants, if made by the RWA, will be charged at cost plus applicable overheads. The RWA retains the right to utilize public fire hydrants for distribution system operations regardless of ownership. The RWA will advise the municipality of these uses. Municipalities who own their own hydrants may contract with the RWA for maintenance services.
- 17-7. The charge for the installation of fire hydrants on the same side of the street as the main (short side) when connected to existing mains will be the average unit cost of installing hydrants and laterals on existing mains during the previous year. The charge for the installation of fire hydrants (including laterals) on the opposite side of the street from the main (long side) when connected to existing mains will be the actual cost of the installation. Refer to the definition of hydrant lateral in Section A above.
- 18-8. The RWA will add to the cost of new main extensions a charge to cover the cost of fire hydrant installations (including laterals). This charge will be included in the cost on a per-foot-of-main-installed basis. The per-foot charge applied will be based upon the prior year cost of fire hydrant installation (including laterals) on new main extensions. Refer to the definition of hydrant lateral in Section A above.
- 19-9. Use of public fire hydrants is for the purpose of fire suppression and the RWA's operations. Any other use will be by mutual agreement of the municipality and the RWA.

20.10. Use of water from a fire hydrant for purposes other than extinguishing fires will only occur pursuant to obtaining a hydrant permit at the discretion of the RWA and must comply with the RWA's Cross Connection Control Policies.

21.11. Fire flow tests will only be performed by the RWA on public hydrants in order to estimate available flow across the RWA's distribution system. These tests indicate the flow conditions only at the specific time and location of the test. Flow test data, therefore, should not be applied to other sites or locations.

If so requested, the RWA will conduct a fire flow test at the requesting person's expense.

22.12. Tampering with a hydrant without prior authorization by the RWA is considered theft of service and will be subject to the tampering of hydrant fee for first and subsequent offenses. See the RWA Miscellaneous Rates section of the Rate Schedule for further information.

~~(E)~~(F) **PRESSURE AND CONTINUITY OF SUPPLY**

1. Although the RWA is committed to providing reliable water service, we cannot guarantee a specific or uniform pressure or an uninterrupted supply of water. Customers, therefore, are cautioned to provide sufficient storage of water where an absolutely uninterrupted supply must be ensured, such as for steam boilers, domestic hot water systems, gas engines, etc.
2. It is the intention of the RWA to give notice in advance of work that will necessitate any interruption of the supply or change in pressure. The RWA, however, is not liable for any damage to person or property sustained as a result of this interruption in service or change in pressure unless due to the RWA's negligence. Property owners, therefore, should regulate their installations connected with the water supply system so that damage will not occur if water is shut off or pressure changes without notice.
3. In case of accident, or for the purpose of making connections, alterations, re-pairs, changes or for other reasons, the RWA may at any time shut off the water in the mains.
4. The RWA may also, whenever the public welfare may require it, restrict the use of water in order to reserve a sufficient supply for public fire service or for other emergencies.
5. Under normal operating conditions, the RWA will endeavor to maintain pressures within its distribution system between 25 and

125 p.s.i. For premises where pressures will be below 35 p.s.i. at the point where the service enters the building, execution of a low pressure agreement will be required. In these cases and in cases where the customer requires higher pressures than available, a booster pump system should be installed on the water service on the customer side of the meter at the customer's expense. Future maintenance of such booster pump system will be the customer's responsibility.

For new premises where pressures may exceed 115 p.s.i. at the point where the service pipe enters the building, execution of a high pressure agreement will be required. In these cases, a pressure reducing valve (PRV) should be installed by the customer. Future maintenance of the PRV will be the customer's responsibility.

6. When the RWA finds it necessary to increase pressures in the distribution system and the increased pressures result in a customer's pressure exceeding 80 p.s.i. at the point where the service line enters the building, the RWA will offer to provide a PRV to the customer at no cost. Installation, future maintenance, and replacement of the PRV will be the customer's responsibility. In those cases where the increased pressure will result in the customer's pressure exceeding 115 p.s.i. at the point where the service line enters the building, the RWA will furnish and install a PRV at no cost to the customer. Future maintenance and replacement of the PRV will be the customer's responsibility.

(F)(G) CROSS CONNECTION CONTROL

1. All state regulations governing Cross Connection Control currently located within Section 19 of the Public Health Code (PHC) of the State of Connecticut as issued by the Connecticut Department of Public Health (CTDPH) must be adhered to strictly.
2. In addition to requirements of the PHC, the RWA may require a backflow preventer (BFP) on a water service line when additional protection of its distribution system is required. The following list provides examples, not limited to those listed, of the types of premises where additional protection may be required:
 - Sites with auxiliary water sources
 - Sites maintaining active private wells
 - Sites where toxic/objectionable materials may be used in conjunction with RWA-supplied water
 - Sites with existing fire sprinkler systems tapped off domestic lines

- Sites maintaining fire services
 - Sites maintaining irrigation systems
 - Sites with connection to shipboard potable water systems
 - Water service connection to offshore customers
 - Sites where cross connection inspections are not possible due to intricate restrictions or where a repeated history of establishment or reestablishment of cross connections has been documented
 - Temporary water services
 - Water haulers
 - Mobile/portable washing units
3. Upon request, the RWA will provide information regarding the specific requirements for the type of BFP and for the specific circumstances pertaining to various facilities including those mentioned above. Installation of BFPs is the responsibility of the customer.
 4. All BFPs must be approved by AWWA, ANSI, ASSE or USC and installed in strict accordance with CTDPH and manufacturers' specifications. Improperly installed BFPs are unacceptable and will be recorded as violations. Reduced pressure zone type backflow preventers are prohibited from underground/vault installations without positive gravity drainage.
 5. All BFPs must be installed in well-lit areas and be readily accessible for inspection and testing. Particular attention should be paid to confined spaces, hazardous environments, flooding potential, freezing temperatures or other mechanical damage due to vandalism or other causes. Where such situations are present, every effort should be made to relocate BFPs away from these hazardous environments. All BFPs are to be installed no more than 5 feet off the floor, unless approved by the RWA.
 6. All projects involving the use of BFPs must be submitted to the RWA for approval prior to installation. The submission must include mechanical and plumbing drawings and text describing the proposed BFP. [A letter will be sent to the tap applicant stating the RWA's requirements for Backflow Prevention for that specific project. The tap applicant must contact the RWA's Cross Connection Department after installation of the backflow device is complete in order to have the backflow device installation tested and inspected.](#)
 7. The RWA is not responsible for any damages due to a [backflow preventer function](#), malfunction, leakage or failure. The RWA is not responsible for damage due to thermal expansion.
 8. All testable BFPs must be tested annually by a CTDPH-certified and

RWA-recognized backflow prevention device tester. All results must be submitted in writing to the RWA immediately following completion of the test. The RWA will exclude individuals who fail to provide this information from our list of recognized testers and will notify the CTDPH. RWA testing services are available at the rate approved in the most recent rate schedule.

9. The RWA may at any time, with cause, and at its own expense, check and test any BFPs in the water system. If annual tests have not been performed per paragraph 8 above, the RWA will charge the BFP owner for the test at the rate found in the RWA's rate schedule. CTDPH-mandated plumbing inspections and routine BFP testing will be conducted during normal RWA business hours. Special arrangements can be made in advance as needed.
10. If a continuous water supply is necessary within a premise, the property owner must make alternate arrangements to provide for the continuation of flow during times of BFP testing, repair or replacement. This arrangement may include a parallel installation or the installation of a bypass around the BFP. All such bypasses are required to also include a BFP of equal or superior type to ensure equal or superior protection.

~~(G)(H)~~ **BILLING**

1. All metered water, whether used or wasted, will be billed in accordance with RWA's regularly established Rate Schedule except under the conditions for billing adjustments as described in the RWA's policy regarding a one-time waste adjustment.
2. All bills for service are payable upon receipt.
3. Regular annual metered service will be billed quarterly or monthly, at the discretion of the RWA.
4. Seasonal metered service will be billed a minimum of twice per year; a seasonal service charge will be billed upon the installation of the meter for the summer season and a water usage charge will be billed when the meter is removed at the end of the summer season. RWA may bill at lesser intervals for water usage if it chooses to do so.
5. Fire service will be billed in accordance with RWA's regularly established Rate Schedule.

Private fire service connections will be billed ~~semi-annually in advance~~ monthly in arrears.

Public fire service will be billed semi-annually for the preceding six-month period.

6. Miscellaneous non-water charges, as approved in the RWA's rate schedule, may be included on all metered bills, private fire service bills and jobbing bills.
7. Jobbing bills are rendered upon completion of projects. Anyone requesting the RWA to perform jobbing work may be required to make a deposit in advance for the estimated cost of the work.
8. Those amounts outstanding 30 days after the billing date will be charged interest beginning on the billing date until paid. Interest will be charged at the rate of one and one half percent (1.5%) each month as set by the Representative Policy Board. *Any invoices not paid when due will constitute an automatic lien on the premises served and a charge against the owner. The lien will take precedence over all other liens or encumbrances except taxes and may be foreclosed upon in the same manner as a lien for taxes.*
9. The customer will be responsible for all costs incurred by the RWA in connection with any collection activities on a delinquent account.
10. In cases where a meter fails to register, the meter will be changed or repaired. The customer will be charged the average daily consumption as recorded for a similar period.
11. In cases where new or existing premises are occupied without a meter or are found to be receiving unmetered service, the customer will be charged a fee for unmetered use for the period prior to the meter installation in accordance with Connecticut General Statute 16-259a. The fee will be estimated based on the actual registration of the meter. An Unmetered Active Service Fee may be applied to the account.
12. Individual meter billings may not be combined into one cumulative billing.
13. Unless otherwise notified, the RWA will directly bill the owner of the premises for its rates and charges. *In cases where a tenant is billed directly, failure to pay rates and charges when due will constitute an automatic lien upon the premises served and a charge against the owner of the property.* Amounts owing from tenants after (90) days shall be billed to the owner and are thereafter immediately due and payable. In the event the RWA subsequently receives payment from the tenant for such amounts, such payments made by the owner will be refunded to the owner of the premises.
14. With each billing invoice the RWA will notify customers of the availability of information describing their rights as customers.

15. When two or more tenants, each paying his/her own bill, are supplied from the same service pipe, and any one of the parties fails to pay water bills when due or to comply with the Rules of the RWA, the owner of the property will be required to provide access to the RWA's equipment or to provide for separate services for each tenant.
16. The RWA may, in its sole discretion, require a customer to make a cash deposit. Simple interest, at the rate designated in the Connecticut General Statutes, Section 16-262j, will be applied with the deposit to any amount due from the customer. Deposits that are no longer required will cease to draw interest on the date service is terminated, the date notice is sent to the customer's last known address, or upon return of the deposit.

~~(4)(1)~~ **ADJUSTMENT OF BILLS**

Bills which are incorrect due to meter or billing errors will be adjusted as follows:

1. Whenever a meter in service is tested and found to have over-registered more than two percent, the RWA will adjust the customer's bill for the excess amount paid as determined below.
 - a. If the time period during which the meter over-registration occurred can be definitely determined, the amount of overcharge will be based on that period.
 - b. If the time period during which the meter over-registration occurred cannot be definitely determined, it will be assumed that the over-registration existed for a period equal to one-half of the period since the meter was last tested. If more than one customer received service through the fast meter during the period for which the refund is due, a refund will be paid to the present customer only for the period during which he/she received service through the meter.
2. Whenever a meter in service is found not to register, the RWA will estimate the charge for the water based on historical consumption for the same period during the previous year.
3. Billing adjustments due to a meter register jump or abrupt increase in registration as a result of trauma to the meter will be calculated on the basis that the meter should have been registering at one hundred percent accuracy. The billing adjustment amount will be based on the difference between the old meter registration error and the accurate registration on the new meter installed.

4. When a customer has been overcharged as a result of incorrect meter reading, incorrect bill calculation, incorrect meter connection or other similar reasons, the amount of the overcharge will be adjusted, refunded or credited to the customer.
5. When a customer has been undercharged as a result of incorrect meter reading, incorrect bill calculation, incorrect meter connection or other similar reasons, the amount of the undercharge may be billed to the customer in accordance with Connecticut General Statute 16-259a. CGS 16-259a allows for total consumption billing if the customer, by affirmative act, is responsible for the inaccurate billing or fails to provide for reasonable access to the premises during business hours.

4/J) TERMINATION OF SERVICE

1. The RWA may refuse or discontinue service without notice in the event of:
 - a. A hazardous condition;
 - b. Illegal or unauthorized provision of service;
 - c. A cross connection which represents a public health threat.
2. Whenever there is a local and/or state-wide drought declared, the RWA will require that all leaks found on a customer's service line be repaired within 72 hours to avoid disconnection of water service.
3. The RWA may refuse or discontinue service with seven days written notice in the event of:
 - a. Fraud or material misrepresentation in obtaining service;
 - b. Customer tampering with pipes, meters, or other utility equipment;
 - c. Failure by the customer to make payment under an agreement to amortize an unpaid account balance over a reasonable period of time and/or to simultaneously keep current his/her accounts as charges continue to accrue;
 - d. Customer use of equipment in such a manner as to adversely affect the RWA's equipment and/or service to others after the customer has been given an opportunity to correct the situation;
 - e. Non-compliance with these Rules and Regulations, except in instances outlined in Section J-1 above;
 - f. Where furnishing service would be in contravention of any orders, ordinances laws of the municipal, state or federal governments;

- g. Failure by the customer to furnish service, equipment, permits, certificates or rights of way which have been specified by the RWA as a condition of obtaining service or withdrawal of such equipment and permissions;
 - h. Failure of a non-residential customer to fulfill any other obligation under his/her contract with the RWA; or

Failure by the customer to take corrective action to make repair to a leak on the service line portion that is deemed customer responsibility according to established RWA Rules and Regulations.
 - j. Failure to comply with a mandatory water restriction.
4. The RWA may refuse or discontinue service with fifteen (15) days written notice in the event of:
- a. Non-payment of a delinquent bill, after reasonable effort for collection, and provided that the termination would not be a violation of any applicable provision of the Connecticut General Statutes.

The RWA will first send a termination notice to the customer following a monthly invoice for delinquent balances. Delinquent is defined as unpaid utility service for a period of more than 33 days from the billed date, no sooner than 63 days from the billing date of a quarterly invoice and 33 days from that of a monthly invoice. The notice will contain, in both English and Spanish, a summary of the customer's rights and will state the date after which termination may occur.

The RWA has the right to place a lien on the property records for non-payment of charges.
 - b. Failure of the customer to allow the RWA reasonable access to its equipment.
 - c. Failure of the customer to maintain the necessary plumbing provisions in accordance with these Rules and Regulations.
5. Each notice regarding termination of service will contain the grounds for termination and an explanation of the customer's rights with respect to termination of service.
6. The RWA will not terminate service under the following conditions:
- a. During the time that a resident of the home is seriously ill, provided that the customer provides the RWA with a registered physician's certificate within fifteen (15) days of the mailing of the termination notice. The certificate must

be renewed every fifteen (15) days or by the last date of the period specified in the certificate by the physician.

In such cases, the customer must make reasonable arrangements to amortize the unpaid balance of the account and to simultaneously keep the account current in regard to subsequent billing in accordance with Connecticut General Statutes.

- b. During a billing dispute provided that the customer notifies the RWA within fifteen (15) days after the mailing of a termination notice. The customer has the right to request a copy of the Important Notice for Residential Customers – Customer Rights.
- c. The customer may make a payment of 20% of the balance due and enter into a reasonable amortization agreement to avoid termination of service. If they default on that agreement they will receive a new termination notice. Customers can only have one 20% minimum payment to avoid termination in a twelve month period.~~makes a payment amounting to 20% of the balance due without having received notice of the conditions which must be met to avoid termination. Subsequent notice will not entitle the customer to further review.~~
- d. Whenever an owner, agent, lessor or manager of a residential dwelling is billed directly for service furnished to a building of which he/she is not an exclusive occupant unless provisions have been made for occupant to receive service in his/her own name without any liability for the amount due while the owner, agent, etc. was billed directly. If this solution is not feasible, the RWA will not terminate service to the dwelling but may pursue remedies provided by the Connecticut General Statutes.
- e. For delinquency on any Friday, Saturday, Sunday, legal holiday or day before any legal holiday or at any time the RWA's business office is not open or within one hour of the closing of its office.

~~(H)(K)~~ **METERS AND METER TESTING**

- 1. The RWA will determine type, size and location of the meter to be installed. Each service pipe will have its own meter.
- 2. The RWA will not install subsidiary meters. Property owners will install, own, maintain and read subsidiary meters, if desired. Subsidiary meters will be installed downstream of the RWA's meter(s) and bills will be computed based on the RWA's meter(s) only. Property owners considering subsidiary meter installation shall obtain approval in advance from the RWA.

3. The RWA will own, install, maintain and remove meters and associated remote reading devices. The customer will pay for a replacement meter or meter reading device required due to freezing, hot water, faulty connections, tamper, theft or customer's negligence. However, if after a RWA inspection of the meter vault/ pit it finds the meter and vault/pit to be installed and maintained to RWA specifications, then the RWA may waive the frozen meter charge.
4. The customer will provide an accessible and protected location for the meter. The location will be subject to the approval of the RWA according to the following criteria:

- a. Upon approval by the RWA, a meter may be located inside a building when it is equipped with an external remote reading device and when, in the opinion of the RWA, an inside setting will provide adequate accessibility, protection against freezing or other damage to the meter, where no goods subject to water damage are stored and where walls and floors are not susceptible to water damage. Such inside settings will be located at a point where the service pipe enters the building.

The location for all meter settings must provide for adequate accessibility for installing, reading, maintaining, replacing, inspecting, testing, etc. of the meter.

Unless otherwise required by the RWA, all meters will be located in meter pits located by the front property line. If RWA allows a meter to be inside the building being served, then the meter shall be located within a basement with normal walking height and width. Normal walking height is a minimum unobstructed vertical height of 6-1/2 feet as measured from floor to ceiling. Normal width is a minimum unobstructed horizontal width of 2-1/2 feet as measured perpendicular to the line of the pathway and over the full walking height.

Under no circumstances should meters be installed in crawl spaces, garages, finished basements, closets, entryways, finished rooms, or hazardous or dangerous environments.

If the RWA finds that alterations, obstructions or other changes have affected the location of the meter, the customer will be required to relocate the meter at the customer's expense.

- b. For all services 2" or smaller, meters must be set in vaults when no suitable location is available in the building, when there is no suitable location for a remote reading device, or when service pipes are over 200 feet in length from the street line to the point where the service pipe enters the building. When the main is located within an easement which is also the primary travel way through a development, the edge of easement will be considered the same as a street line when determining the need for a meter vault.
 - c. Exterior settings will be in vaults built and installed to RWA specifications at the customer's expense. Meter vaults and pits will be owned and maintained by the property owner and will be installed on the customer's property as close to the street line as possible. Meter vaults in disrepair or dangerous condition must be repaired to the Authority's standards; vaults that prevent access due to its condition may be subject to a penalty for non-access.
5. The customer is responsible for maintaining piping on either side of the meter to ensure that it is in good condition and that it is valved on both sides of the meter so that the meter may be removed or replaced conveniently and without draining the interior piping. The customer is responsible for any repairs or changes to piping necessary to comply with these requirements.
6. When meters 1-1/2 inches and larger are installed, a bypass around the meter with valve, locking device and seal will be installed so the meter can be changed, tested, or repaired without shutting off the water supply to the premise. In all cases where water cannot be shut off temporarily, these requirements will prevail and will be at the customer's expense. All meters sized 3 inches or larger which are installed in a basement or sub-basement shall have a dry pipe installed from the 2 inch test tee and piped to the outside of the building. The piping shall be either 2 inch copper tubing or 2 inch plastic schedule 80. Where the tubing exits the building, a 2 inch female or male thread shall be installed with a cap or plug. A drain valve shall be installed on the dry pipe above the test tee so water can be drained after use to prevent freezing. The pipe should exit the building at street level in an area that is accessible to RWA personnel so a fire hose can be connected to it in order to test the meter in accordance with industry standards.

7. If a customer has reason to believe that a meter is not registering accurately, the RWA will, upon written request, test the meter. The RWA will test the meter at no charge if the meter has not been tested in the previous year. The customer or authorized representative may be present during the test.
8. Swimming pools or other facilities which might require considerable quantities of water may be required to be separately metered and to have separate services. Customers are not permitted to fill pools with water directly from hydrants. The RWA may pursue appropriate enforcement action and may assess a usage fee based on estimated metered consumption.
9. Meters are set and sealed by RWA employees. No one other than authorized employees of the RWA may break a seal or disconnect, open, adjust or otherwise interfere with a meter.
10. Plumbing must be arranged at the customer's expense so that each meter will be independent of any other meter.
11. Meter yokes 5/8 inch through 1 inch must be installed on all new services and on all replacement services.
12. Copper setters 5/8 inch through 1 inch must be installed on all new and replacement services where a meter vault is required.
13. Custom setters 1-1/2 inches and 2 inches must be installed on all new and replacement services installed inside the building or in a vault.

A meter will not be placed in service or remain in service if:

 - a. at the minimum test flow rate the meter registers less than 95% or more than 101.5% of the water passed through it; or
 - b. at the intermediate and maximum test flow rates, it over-registers or under-registers more than 1-1/2%.
14. The RWA will adopt a periodic test schedule for its meters in accordance with applicable meter testing requirements.
15. All meters removed for periodic complaint tests, or for any other reason, will be tested in the condition in which they are found in order to determine the average meter error. Tests will be made at the intermediate and maximum rates of flow and the average meter error will be one-half the algebraic sum of the errors of the two tests.
16. The RWA will maintain meter testing equipment which will be checked annually by the State of Connecticut, Department of Consumer Protection, Division of Weights and Measures.

17. Test meters used for comparative testing in the field will be tested at least once every thirty (30) days when being used.
18. Meter testing will be in accordance with test procedures contained in AWWA Meter Specifications or Manual M6 - Water Meters.
19. The decision of what type, style, and location for a remote reading device is solely within the discretion of the RWA. Any customer who refuses the installation of an electronic remote reading device shall be required to pay a manual meter reading charge each billing period.

~~(K)~~(L) **APPLICATIONS FOR SERVICE**

1. The owner of the premises to be supplied or his/her authorized agent should apply for service at the RWA's office. The RWA may require appropriate identification such as a Social Security number, a driver's license, or a state-issued identification card. The applicant, directly or through his/her agent, agrees to take water from the RWA subject to the Rules and Regulations of the RWA. All applicable charges must be paid at the time of application as detailed in the RWA's Rates, Fees and Charges for Water Service. The RWA will not accept an application for service from a customer having a delinquent water account until the account has been paid in full.
2. Applications for taps must be made at least five (5) days, excluding weekends and holidays, prior to the time of installation. Arrangements for the installation of the tap must be made at least two (2) days in advance of the desired schedule date. Arrangements should be completed and confirmed before any excavation work is started. Scheduling of work will be at the discretion of the RWA.
3. Applications for service connections 4 inches and larger should be made sufficiently in advance of the required installation date so that the RWA can prepare an estimated cost of installation and contracts. Applicant shall submit estimated water demands for proposed developments when applying for new service. Upon receipt of the signed contract with the required estimated payment, the RWA will schedule the work.
4. A facilities charge will be paid by each applicant for domestic or combined water service. The charge will be based on the number of meters and the size of the meters to be installed.
5. A service connection charge and meter installation charge will be paid for each new service connection.
6. When, within one year of the date of a meter installation that was subject to a facility charge, a customer requests an increase in meter size or number of meters, the customer will pay an additional charge

which will be the difference between the original charge and the charge for the new meters being installed.

7. Each applicant for each domestic or combination water service connected to a main that was installed at the RWA's expense will pay a proportionate share. A maximum of 200 feet will be used in determining the proportionate share for each service connected to the main.
8. A proportionate share will also be paid by applicants for each domestic water service connected to a main extension which was installed under the terms of an Advance Payment Extension Contract as defined in the Rules, Regulations and Rates Governing the Extension of Water Mains.
9. At the time of application the applicant must furnish the RWA with the information necessary to properly review the size of the service pipe and tap for conformance with the RWA standards. If services are improperly sized, they will not be accepted.
10. Where service is to be installed to the curb valve only, the applicant and his/her assigns will be responsible for permanently maintaining the location of the service lateral and the curb box. He/she will be responsible for installing the service pipe from curb box to place of use and insuring it is properly inspected and approved by the RWA.

Should the location of the service connection not be permanently maintained, and if after the reasonable assistance of the RWA, it cannot be located in such a way as to make connection to it, the applicant or his/her assigns will be responsible for its replacement. Replacement service connections in this circumstance will be considered new service connections and the applicant or his/her assigns will be responsible for all of the charges applicable to a new service connection.

11. If the applicant's water service demands exceed the capacity of an existing main, the RWA may require, at the applicant's expense, the replacement/ upgrade of the main to maintain adequate service.
12. Applications for the extension of water mains should be made at the RWA office and are subject to the provisions of the RWA's Rules, Regulations and Rates Governing the Extension of Water Mains.
13. Applications for use of water for construction purposes must be made to the RWA before such use, and such uses will be charged at the RWA's scheduled rates. Permits or receipted bills will be issued

and must be shown on the job site upon request of authorized RWA employees. All water use must be metered.

14. Applicants for water service will pay for the extensions of water mains to limits defined in the Rules, Regulations and Rates Governing the Extension of Water Mains. If mains exist to those limits, the applicant will pay the proportionate share of the cost of the extension(s) according to such Rules.
15. Customers or their authorized agent, who wish to convert from seasonal to year-round service, should apply to the RWA and will be responsible for all applicable charges.

(H)(M) TECHNICAL STANDARDS AND PROCEDURES FOR THE INSTALLATION OF 1- INCH THROUGH 2-INCH WATER SERVICES

1. Except where service pipes are not intended for use during freezing weather and are actually drained during such periods, all service pipes will be laid a minimum of 4-1/2 feet below the finished grade in order to prevent freezing. If at any time the grade is changed so that any part of the service pipe is covered by less than 4-1/2 feet, the owner will be responsible for lowering the pipe before freezing weather occurs. Where the service pipe from the curb to the building is not laid to depth, a separate drain valve with curb box must be provided adjacent to and on the house side of the curb valve.
2. Service pipes are to be installed on undisturbed ground and left uncovered so that a representative of the RWA can make an inspection to see that the installation conforms to these Rules and Regulations. The customer will schedule the inspection prior to backfilling the service connection excavation. Backfill material should be compacted around and one foot over the pipe. When excavation is in rock, there should be no projecting rock within 6 inches of the outside of the pipe side, top and bottom. The bottom 6 inches of the trench should be refilled with sand and properly compacted before the pipe is laid. All excavated rock should be disposed of and the trench refilled with sand, gravel or other suitable material.
3. The contractor shall be responsible for ensuring the stability and safety of the trench and adjacent structures by using such trench support and bracing as deemed necessary by applicable OSHA standards or RWA standards – whichever are more restrictive. Copies of the most current RWA standards are available at RWA headquarters.

4. If a safe trench and work area are not maintained by the contractor, Authority personnel will refuse to work until the trench or area is made safe. In this event, the excavator will bear the responsibility and liability for maintaining a safe and adequate trench excavation at all times and at any depth.
5. Since the contractor must maintain all excavations in proper condition for carrying on the work, the contractor will do all bailing, draining or pumping which may be necessary to keep the trenches or other excavations free of water, and will not, under any conditions, allow groundwater to enter the pipes.
6. In accordance with the application Regulations of Connecticut State Agencies, the contractor will notify "CALL BEFORE YOU DIG" (1-800-922-4455 or "811") prior to the start of any excavation.
7. Clearances, wherever possible, should not be less than 12 inches where service pipes cross other underground utilities.
8. No service pipe should cross any portion of a subsurface sewage disposal system or be installed less than 10 feet away from any portion of a subsurface sewage disposal system.
9. Service pipes must be installed perpendicular to the water main from tap to curb valve and in a straight line from the curb valve to the point of entrance to the building. Any deviation from this requirement must be approved in writing by the RWA before installation.
10. The scheduling of a tap may require up to several weeks' notice from the applicant. The length of the notice period is dependent upon materials availability and the availability of RWA field crews. Applicants are advised to inquire about current scheduling at the time of application. When taps are required on concrete pressure pipe, the excavation should be made in accordance with plans furnished by the RWA. Extreme care must be used in order not to damage concrete pipe while excavating.
11. Service pipes will not be in the same trench with other underground facilities, except as approved by the RWA and in accordance with the requirements of the Connecticut Public Health Code.
12. Service pipes will enter the property to be served through its frontage along an RWA-owned main located in either a public street or an approved easement and will not cross intervening or enter onto adjacent properties.

13. Lots to be serviced must have a minimum of ten (10) feet of deeded frontage along a public or private right-of-way which contains a water main extension.
14. In accordance with current state laws, rules and regulations, blue warning tape is required on all water service installations. Warning tape will be installed no less than 12 inches and no more than 18 inches above each service pipe.
15. Copper trace wire or blue warning tape manufactured for trace application shall be installed above plastic pipe to assist with future identification of the pipe's location.
16. For underground service pipe 2 inches and smaller, all new fittings from the corporation stop in the main up to and including the service valve on the upstream (street) side of the meter shall be flared, iron pipe size (I.P.S.) thread or compression connection fittings. Interior exposed fittings shall be flared or Iron Pipe Size (I.P.S.) thread connections only.
- 16-17. In all cases, soldered connections will not be allowed anywhere along the service line from the corporation stop at the main up to the point where the service enters the place of use and within the metersetting.
- 17-18. In no case will connections be allowed on the service pipe upstream of a water meter.
- 18-19. Check valves, pressure reducing valves, backflow prevention devices, booster pumps and other such equipment must be located downstream of the meter.
- 19-20. In cases where the length of service pipe exceeds 300 feet from the curb valve to the building, the RWA may allow the use of polyethylene tubing.
- 20-21. Polyethylene tubing may not be used within 500 feet of any landfill area or any area with underground fuel tanks.

~~(M)~~(N) MATERIAL SPECIFICATIONS

1. Service Pipe
Size
 - Service pipes must have a minimum 1-inch nominal inside diameter; 2-1/2 and 3-inch diameter pipe is prohibited.Material
 - Service pipes 1-inch through 2-inches in diameter must be of Type K soft temper copper tubing and must conform to the

latest revision standard specification for seamless copper water tube, ASTM B43-58.

- Where allowed in advance by the RWA, plastic service pipes 1 inch through 2-inches in diameter shall be polyethylene pressure tubing, Pressure Class 200 p.s.i, SDR 9, CTS. It should conform to the latest revision of AWWA Standard C901 and should be marked with the size, material and pressure class. Trace wire made of Copper 18 gauge is required for all plastic service lines. Trace wire must be wrapped around the polyethylene tubing and be clamped to copper tubing exiting meter vault and entering building. [Cross-linked polyethylene \(PEX\) piping is not acceptable for underground installation.](#)
- Service pipes 4-inches in diameter or larger should be of ductile iron cement lined minimum Class 52 or a class with a wall thickness suitable for pressures and loads encountered. Ductile iron pipe should conform to the latest revision of AWWA Standard C151. Ductile iron pipe should be furnished with a double cement-mortar lining. The lining should conform to the latest revision of AWWA Standard C104.

2. Fittings

- Fittings for underground copper service pipe shall be flared, iron service size (I.P.S.) thread or compression fittings that conform to the latest revision of AWWA Standard C800.
- Fittings for underground polyethylene tubing should be of the mechanical type with stainless steel inserts, conforming to the latest revision of AWWA Standard C901.
- Fittings for service pipes 4 inches and larger should be restrained mechanical joint, or push-on joint only. Flanged fittings should not be used underground. All fittings should be made of double cement mortar lined ductile iron and should conform to the latest revision of AWWA Standard C110.

3. Valves

Curb Valves

- Curb valves 2-inches and smaller should be Teflon (PTFE) coated ball type without drain and 90° stops. Brass components should conform to the latest revision of AWWA Standard C800/ASTM B-62 (85-5-5-5).
- Curb valves 4-inches and larger should be resilient seated, fusion bonded, epoxy coated M.J. gate valves and should open right (clockwise). Valves should conform to the latest revision of

AWWA Standard C-509. Interior and exterior fusion bonded epoxy coating should conform to the latest revision of AWWA Standard C-550.

- Buried valves must have a 2-inch square operating nut.

Service Valves

- Service valves 2-inches and smaller should be PTFE coated ball type, without drain, furnished with locking provision and integral meter saddles as approved by the RWA. Brass components should conform to the latest revision of AWWA Standard C800/ASTM B62 (85-5-5-5). The use of gate valves is prohibited.
- Service valves 4-inches and larger should be resilient seated, fusion bonded, epoxy coated flanged gate valves and should open right (clockwise). Valves should conform to the latest revision of AWWA Standard C-509. Interior and exterior fusion bonded epoxy coating should conform to the latest revision of AWWA Standard C-550. Non-buried service valves will have an operating wheel.
- Outside stem and yoke (OS & Y) valves are required on fire services 4 inches and larger.

4. Curb Boxes

- Curb boxes for 1-inch curb valves must be of the Buffalo Screw Type with 2-1/2-inch diameter shaft. Whenever a curb box is exposed to vehicular traffic, it must be of the Roadway Type.
- Curb boxes for 1-1/2-inches and larger curb valves should be of the Buffalo Type with 5-1/4-inch diameter shaft.
- All curb boxes should be of cast iron and fitted with a cast iron cover marked with the word "WATER" and installed with the cover flush with the finished grade.
- Plastic curb boxes and curb box covers are prohibited.

5. Meter Vaults and Manholes

- Meter vault and manhole specifications and diagrams along with piping arrangements will be furnished on request by the RWA.
- Plastic meter pit top sections are prohibited.
- Composite covers or hatch doors are required for meter pits/ vaults, and must be pre-approved by the RWA.

6. Meter Setters

- Meter setters for 5/8-inch through 1-inch meters, basement installation, should be Ford Series 500 or RWA-approved equal.
- Meter setters for 5/8-inch through 1-inch meters, vault installations, should be Ford Series 70 or RWA-approved equal.
- Meter setters for 1-1/2-inch meters, vault or basement settings, should be Ford custom setters VVB66-B or RWA-approved equal.
- Meter setters for 2-inch meters, vault or basement settings, should be Ford Custom setters VVB77-B or RWA-approved equal.

7. Other

- Warning tape will be plastic or metallized plastic, blue in color, a minimum of 4-inches in width and have the words "CAUTION - WATER LINE BURIED BELOW" imprinted on it in black letters.
- Trace wire will be made of Copper 18 gauge.
- Backflow prevention device (BFP) will be manufactured in accordance with the latest revision of AWWA Standard C511 and pre-approved for use by the RWA.

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)***



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REVISED February 18, 1998

REVISED May 7, 2013

REVISED December 7, 2015

[REVISED January 5, 2022](#)

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.

"Deferred 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 determined to be required on the street by RWA.

"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.

RPB COMMITTEE MEETINGS

Month	Meeting	Will Attend
July 2021	<i>Finance Committee</i> Monday, July 19 at 5:00 p.m.	Catherine
	<i>Land Use Committee</i> Wednesday, July 14 at 5:30 p.m.	Suzanne
	<i>Consumer Affairs Committee/LUC</i> Monday, July 19 at 5:30 p.m.	Catherine
August 2021	<i>Finance Committee</i> Monday, August 9 at 5:00 p.m.	Kevin
	<i>Land Use Committee</i> Wednesday, August 11 at 5:30 p.m.	Tony
	<i>Consumer Affairs Committee</i> Monday, August 16 at 5:30 p.m.	Catherine
September 2021	<i>Finance Committee</i> Monday, Sept. 13 at 5:00 p.m.	Catherine
	<i>Land Use Committee</i> Wednesday, Sept. 8 at 4:30 p.m.	Kevin
	<i>Consumer Affairs Committee</i> Monday, Sept. 20 at 5:30 p.m.	Suzanne

South Central Connecticut Regional Water Authority
90 Sargent Drive, New Haven, Connecticut 06511-5966 203-562-4020
<http://www.rwater.com>

TO:

David J. Borowy
Kevin J. Curseaden
Anthony DiSalvo
Catherine LaMarr
Suzanne C. Sack

FROM: *Rochelle* Rochelle Kowalski

DATE: July 9, 2021

SUBJECT: Capital Budget Transfers

The status of all capital projects are reviewed on a monthly basis. In an effort to obtain efficiencies in our capital program, any anticipated unspent funds are reallocated to support reprioritized projects or existing projects. Below is a summary of the attached capital budget transfers and amendments.

	Available Funds	Reallocation of Project/Funds
Benham Street, Hamden Capital Water Main Replacement	\$175,000	First Avenue, East Haven Capital Water Main Replacement

CAPITAL BUDGET AMENDMENT REQUEST

Request Date:	6/18/2021	Type	Log	Mo/Yr
Requesting Division:	Engineering & Environmental Services	B2	22-07	Jun/21
Requested By:	Tom Adamo			

Transfer From:	
Account Number:	001-000-107143-060018
Project Description:	Benham Street, Hamden
A) Original Budget	760,000
B) Total Previous Transfers (In or Out)	0
C) This Transfer	175,000
D) Revised Budget (A+/-B-C)	585,000
E) Estimated Project Costs	0
F) Remaining Funds Available for Transfer, if any (D-E)	585,000
<p>Explanation why funds are available:</p> <p>This capital water main replacement project is scheduled to begin in the second half of FY 2022. Funds from this project are being utilized to execute the emergency replacement of the project listed below, with the intention that funding will be restored to Benham Street should monies be available at the time of project commencement. Should funding not be available at that time, project scope will be reduced.</p>	

Transfer To:	
Account Number:	to be created
Project Description:	First Avenue, East Haven - 8" Capital Water Main Replacement
A) Original Budget	0
B) Previous Transfers (In or Out)	0
C) Revised Budget (A+/-B)	0
D) Amount to be Transferred	175,000
E) Proposed Revised Budget (C+D)	175,000
<p>Explanation why funds are needed:</p> <p>This amendment will fund the emergency replacement of severely corroded 8" ductile iron water main in First Avenue, East Haven, from the intersection of Cosey Beach Avenue to the end of First Avenue. The main will be replaced with 8" HDPE. The existing main experienced several leaks within a one week period in June 2021. The existing main was installed in 1992, and is extremely corroded from the soil conditions in the area. The condition of the pipe has made repair difficult, and the need to expedite replacement urgent. Total estimated cost of this project is \$175,000.</p>	

Approvals As Required By Type	Signature	Date
1) Requesting Vice President/Director	<i>Beth Nestorick</i>	
2) Donor Vice President/Director	<i>Beth Nestorick</i>	
3) Vice President - Finance	<i>Kelley K...</i>	
4) Executive Vice President & Chief Operating Officer	<i>Beth Nestorick</i>	
5) Chief Executive Officer	<i>Tom Adamo</i>	06-28-21
6) Authority Members	Copy of minutes attached if required	