

**Representative Policy Board**  
**South Central Connecticut Regional Water District**  
**AGENDA**

**Regular Meeting of Thursday, August 19, 2021 at 6:30 p.m.**  
Via Remote Access\*\*

- I      Safety Moment
- II     Approval of Minutes – July 15, 2021 meeting
- III    Communications
  - A. Nominating Committee for Authority Member (*Effective January 1, 2022*)
  - B. RPB Quarterly Dashboard Report
  - C. RPB Reappointment Update
- IV    Items for Consideration and Action
  - A. Finance Committee’s possible recommendation regarding Completeness, Mode and Date of Public Hearing for the Authority’s Issuance Test Rate Application dated July 19, 2021
  - B. Consumer Affairs Committee’s possible recommendation regarding revisions to the Regional Water Authority Rules and Regulations for Water Service
- V     Reports
  - A. Finance Committee
  - B. Land Use Committee
  - C. Consumer Affairs Committee
  - D. Authority/Management
- VI    Adjourn

<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 meeting documents, please visit <a href="https://www.rwater.com/about-us/our-boards/board-meetings-minutes?year=2021&amp;category=1435&amp;meettype=&amp;page=">https://www.rwater.com/about-us/our-boards/board-meetings-minutes?year=2021&amp;category=1435&amp;meettype=&amp;page=</a>. For questions, contact the board office at 203-401-2515.</p>
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**Topic: RPB Regular Meeting**

Time: Aug 19, 2021 06:30 PM Eastern Time (US and Canada)

Join Zoom Meeting (*via conference call*)

Dial by your location

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Meeting ID: 867 6571 2025

Passcode: 485179

Find your local number: <https://us02web.zoom.us/j/kcGQLCqJ4V>

# SAFETY MOMENT

## FLOOD SAFETY AND PREPAREDNESS

Floods are among the most frequent and costly natural disasters. Flooding often occurs following a hurricane, thawing snow, or several days of sustained rain. Flash floods occur suddenly, due to rapidly rising water along a stream or low-lying area. Learn what to do to keep your loved ones safe.

What is the difference between a Flood **WATCH** and Flood **WARNING**?

- A Flood **WATCH** means a flood or flash flood is possible; and
- A Flood **WARNING** means flooding or flash flooding is already occurring or will occur soon. **TAKE IMMEDIATE PRECAUTIONS!!**

Be Prepared:

- Create an evacuation plan (that includes your pets)
- Ensure family members know how to get in touch if separated
- Prepare emergency kits (for family and pets)
- Construct barriers to stop floodwater from entering your home

Tap Into  
Safety



Regional Water Authority



Service – Teamwork – Accountability – Respect – Safety

**Representative Policy Board  
South Central Connecticut Regional Water District**

**Minutes of July 15, 2021 Meeting**

A regular meeting of the Representative Policy Board (“RPB”) of the South Central Connecticut Regional Water District took place on Thursday, July 15, 2021, via remote access. Chair Ricozzi presided.

**PRESENT**

**RPB**

Ansonia	Thomas P. Clifford III
Beacon Falls	Peter Betkoski
Bethany	Brian Eitzer
Branford	Mario Ricozzi
Cheshire	Timothy Slocum
East Haven	Michelle Verderame
Guilford	Charles Havrda
Hamden	Stephen Mongillo
Killingworth	Jamie Mowat Young
Madison	Joseph A. Oslander
Milford	Richard Smith
New Haven	Naomi Campbell
North Branford	Peter DeSantis
North Haven	Anthony Rescigno
Orange	Jasper J. Jaser
Prospect	Robert E. Harvey, Jr.
Seymour	Michael H. Horbal
West Haven	T. Gregory Malloy
Woodbridge	Mark Levine

**Absent**

Derby	Frank Pepe
Governor’s Rep	Vincent M. Marino

**Regional Water Authority**

Anthony DiSalvo  
David Borowy  
Catherine LaMarr  
Suzanne Sack

**Management**

Larry L. Bingaman  
Rochelle Kowalski  
Edward O. Norris III  
Jeanine Reckdenwald  
Premjith Lakshman Singh  
Dana Bochan  
Laura Gonzalez

**Counsel**

Bruce McDermott

**Office of Consumer Affairs**

Jeffrey M. Donofrio

**Staff**

Jennifer Slubowski

**Call to Order**

Chair Ricozzi called the meeting to order at 6:30 p.m.

**Safety Moment**

Chair Ricozzi reviewed the Safety Moment distributed to members.

**Minutes**

On motion made by Mr. Clifford, seconded by Mr. Malloy, the RPB approved the minutes of its June 17, 2021 meeting as distributed, with 98 total weighted votes cast in the affirmative.

Ansonia (3)	Aye	Guilford (4)	Aye	No. Haven (5)	Aye
Beacon Falls (0)	Aye	Hamden (10)	Aye	Orange (3)	Aye
Bethany (5)	Aye	Killingworth (2)	Aye	Prospect (1)	Aye
Branford (6)	Aye	Madison (6)	Aye	Seymour (1)	Aye
Cheshire (4)	Aye	Milford (10)	Aye	West Haven (8)	Aye
Derby (2)	Absent	New Haven (13)	Aye	Woodbridge (3)	Aye
East Haven (6)	Aye	No. Branford (8)	Aye	Gov. Rep. (1)	Absent

## Communications

Chair Ricozzi:

- Reported on the process for the appointment of Authority member. He advised that any RPB member who wishes to be considered for the Authority member position should notify him by August 1, 2021. Chair Ricozzi is also currently looking for volunteers for the Nominating Committee. Anyone interested should contact the board office.
- Stated that statutory committee assignments for 2021-2022 are established and a list has been distributed. Anyone interested in making a change may do so at this time. Chair Ricozzi thanked members for volunteering.
- Provided an update on RPB term expirations and reappointments.
- Stated that the Executive Committee will hold a meeting in August.

## Item for Consideration and Action

Mr. Mongillo moved for adoption of the following resolution:

**RESOLVED**, that the proposed Findings of Fact, Conclusions of Law and Final Decision of the Representative Policy Board with respect to the South Central Connecticut Regional Water Authority's Application for the disposition of 0.92 acres of improved Class I and II land in Hamden, Connecticut that is part of Land Unit HA 13, a copy of which is attached to these minutes, be and hereby is, approved in the form submitted to the meeting.

Mr. Malloy seconded the motion. After discussion, the Chair called for the vote and the RPB adopted the motion with 98 total weighted votes cast in the affirmative.

Ansonia (3)	Aye	Guilford (4)	Aye	No. Haven (5)	Aye
Beacon Falls (0)	Aye	Hamden (10)	Aye	Orange (3)	Aye
Bethany (5)	Aye	Killingworth (2)	Aye	Prospect (1)	Aye
Branford (6)	Aye	Madison (6)	Aye	Seymour (1)	Aye
Cheshire (4)	Aye	Milford (10)	Aye	West Haven (8)	Aye
Derby (2)	Absent	New Haven (13)	Aye	Woodbridge (3)	Aye
East Haven (6)	Aye	No. Branford (8)	Aye	Gov. Rep. (1)	Absent

On motion made by Mr. Levine, seconded by Ms. Campbell, and unanimously carried, the RPB approved its 2021 second quarter RPB member compensation and release of the retroactive increase freeze from 2020, substantially in the form submitted to the meeting, with 98 total weighted votes cast in the affirmative.

Ansonia (3)	Aye	Guilford (4)	Aye	No. Haven (5)	Aye
Beacon Falls (0)	Aye	Hamden (10)	Aye	Orange (3)	Aye
Bethany (5)	Aye	Killingworth (2)	Aye	Prospect (1)	Aye
Branford (6)	Aye	Madison (6)	Aye	Seymour (1)	Aye
Cheshire (4)	Aye	Milford (10)	Aye	West Haven (8)	Aye
Derby (2)	Absent	New Haven (13)	Aye	Woodbridge (3)	Aye
East Haven (6)	Aye	No. Branford (8)	Aye	Gov. Rep. (1)	Absent

## Reports

**Finance Committee** – Mr. Slocum, Chair of the Finance Committee, reported that the committee is scheduled to meet on Monday, July 19, 2021 at 5:00 p.m.

**Land Use Committee** – Mr. Betkoski, Chair of the Land Use Committee, thanked members of the Land Use Committee for nominating him to serve as chair for another year. He reported that the Committee met earlier in the week at the Eli Whitney Museum to receive an update on the education program.

**Consumer Affairs Committee** – Mr. Mongillo, Chair of the Consumer Affairs Committee, reported on the committee meeting that took place last month. The committee received a presentation from the Alliance for Water Efficiency and received a report from the OCA. The Committee is scheduled to meet next week.

**Authority/Management** – Mr. Borowy, Chair of the Authority, thanked board members for their support of the disposition of 95 Ives Street in Hamden.

He reported on the Authority Meeting earlier in the day. He stated that the Authority met as the Pension & Benefit Committee and as the Compensation Committee.

Ms. Sack, Chair of the Pension & Benefit Committee, reported that the Committee met with Morgan Stanley, the RWA's Investment Advisor, to receive an update of the RWA's Quarterly Investment performance for the period ended June 30, 2021.

Mr. DiSalvo, Chair of the Compensation Committee, reported on the Committee meeting earlier in the day. The Committee met to review Chief Executive Officer ("CEO") assessments completed by Authority members. Mr. Bingaman, RWA's President and CEO, reported on the progress of the FY 2021 goals and global metrics. The Committee also reviewed the CEO's performance and discussed CEO and officer salary competitiveness.

Mr. Bingaman reviewed revenues and operating and maintenance expenses through June 30, 2021. He reported a projected shortfall of \$750,000 to reach maintenance test coverage of 114%. He reported that there is still financial uncertainty due to the impact of the pandemic.

He also reported that as of July 12, 2021 reservoir levels are at 100%, compared to the long-term average of 84%, with a total rainfall of 9.21 inches from June 1, 2021 to July 11, 2021, compared to a historical average of 5.05 inches.

Discussion took place regarding commercial business updates and reporting, capital projects and a proposed infrastructure bill being considered by Congress.

Mr. Borowy reported that at the Authority meeting earlier in the day, the Authority also acted on recommended changes to the RWA's Rules and Regulations and approved the submittal of the Authority's rate application to the RPB.

Attorney Donofrio, Office of Consumer Affairs, had nothing to report.

Mr. Singh, the RWA's Chief Information Digital Officer and Vice President of Customer Care, Ms. Bochan, the RWA's Business Transformation Director, and Ms. Gonzalez, the RWA's Director of Service, provided a Customer Care Realignment Transformation Update, which included:

- Customer care vision
- RWA current customer care landscape
- Customer Journey & Roadmap/Solutions
- Key Activities & Milestones

At 7:34 p.m., on motion made by Mr. Jaser, seconded by Mr. Malloy, and unanimously adopted with 95 total weighted votes cast in the affirmative, the meeting adjourned.

Ansonia (3)	Absent	Guilford (4)	Aye	No. Haven (5)	Aye
Beacon Falls (0)	Aye	Hamden (10)	Aye	Orange (3)	Aye
Bethany (5)	Aye	Killingworth (2)	Aye	Prospect (1)	Aye
Branford (6)	Aye	Madison (6)	Aye	Seymour (1)	Aye

Cheshire (4)	Aye	Milford (10)	Aye	West Haven (8)	Aye
Derby (2)	Absent	New Haven (13)	Aye	Woodbridge (3)	Aye
East Haven (6)	Aye	No. Branford (8)	Aye	Gov. Rep. (1)	Absent

Respectfully submitted,

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Robert E. Harvey, Jr., Secretary

Attachment:

1. Findings of Fact, Conclusions of Law and Final Decision of the Representative Policy Board for the disposition of 0.92 acres of improved Class I and II land in Hamden, Connecticut that is part of Land Unit HA 13.

**Representative Policy Board**  
**South Central Connecticut Regional Water District**

Application for the disposition of 0.92 acres	:	
located south of Ives Street in Hamden that	:	July 15, 2021
is part of Land Unit HA 13	:	

**Findings of Fact, Conclusions of Law and**  
**Final Decision of the Representative Policy Board**

A. The Applicant's Request

On March 18, 2021, the South Central Connecticut Regional Water Authority ("RWA" or the "Applicant"), through its five-member Authority, submitted an application to the Representative Policy Board ("RPB") for approval of the disposition of 0.92 acres of improved Class I and II land located south of Ives Street in Hamden, Connecticut, that is part of Land Unit HA 13 (the "Subject Property"), conforming to any and all approvals that may be granted by the regulatory agencies of the Town of Hamden. The parcel has been subdivided from the larger tract at Ives Street and Broadway, which is approximately 10 acres and has been sized to meet Hamden's minimum lot size for its zone. The Subject Property contains a 1-½ story house of 1,965 square feet that was built circa 1790, which has been renovated multiple times throughout the years and includes a detached garage located behind the house. The Subject Property is classified as Class I and II land and is within the Lake Whitney watershed. It is approximately 10 feet from the Mill River, which drains into Lake Whitney. The lake is over 3.4 miles from the property. The Subject Property will be subject to restrictive covenants placed upon it as noted in the language of Special Act 03-12, as amended by Section 9 of Special Act 13-20. The purchase price shall not be less than \$19,000. The application included a Preliminary Assessment by Evans Associates Environmental Consulting, Inc., dated March 9, 2020, which provided consideration of the potential impacts on specific aspects of the environment. The Preliminary Assessment concluded that there would be no impact to the public water supply by the proposed action; however, with new ownership and considering the Subject Property's proximity to the river, watershed inspections will be increased.

B. Participants

In addition to the RWA, the district's Office of Consumer Affairs (the "OCA") also participated in this proceeding. The OCA is authorized by Section 15 of Special Act No. 77-98, as amended, to act as the advocate for consumer interests in all matters that may affect water customers in the district.



### C. Statutory Standard

Pursuant to the legislation cited in paragraph A above, the RWA is required to obtain approval of a majority of the weighted votes of all of the members of the RPB to sell or otherwise transfer a parcel of real property of twenty acres or less, except in certain circumstances not relevant to this application. Section 18(c) of the legislation stipulates that the RPB shall not approve such a sale unless it determines, following a public hearing, that the proposed action (1) conforms to the established standards and policies of the RWA, (2) is not likely to affect the environment adversely, particularly with respect to the purity and adequacy of both present and future water supply, and (3) is in the public interest, giving due consideration, among other factors, to the financial impact of the proposed action on the customers of the authority and on the municipality in which the real property is located. In addition, Special Act 03-12, as amended by Section 9 of Special Act 13-20, provides additional safeguards for selling Class I or II land on which a single-family dwelling or barn is situated.

### D. Notice and Procedures

On March 14, 2020, Governor Lamont issued Executive Order 7B concerning Protection of Public Health and Safety During COVID-19 Pandemic and Response – Further Suspension or Modification of Statutes. In accordance with Executive Order 7B, as amended, the RPB was permitted hold the hearing on the Subject Property by conference call, videoconference, or other technology remotely provided and various procedural requirements were met.

On April 15, 2021, the RPB voted unanimously to accept the application as complete and called a public hearing for Thursday, June 17, 2021 at 7:00 p.m., via remote access. The RPB designated Stephen Mongillo (Hamden) to serve as Presiding Member at the public hearing.

As required by Section 10 of Special Act No. 77-98, as amended, the RPB published in the Connecticut Post and the New Haven Register the date, time and place of the public hearing to be held by the RPB to consider the application. The date of publication was May 27, 2021. A copy of this notice was also filed in the Office of the Clerk of each city and town within the district, with the Office of the Secretary of the State of Connecticut, and on the RWA's website.

As required by Section 18(f) of Special Act No. 77-98, as amended, the RPB submitted the application, with attached Preliminary Assessment, to various state and local agencies for comment and review.

### E. Public Hearing

At the public hearing on June 17, 2021, the Applicant provided sworn testimony from RWA employees Edward O. Norris III, the RWA's Vice President of Asset Management, and Mr. Triana, the RWA's Real

Estate Manager, who provided a handout and gave a presentation of the proposed disposition. Mr. Triana highlighted various aspects of the application including relevant provisions of the RWA's Enabling Legislation and Special Act 03-12, as amended by Section 9 of Special Act 13-20, deed restrictions, application overview, disposition objectives, preliminary assessment, historical information, alternatives considered, minimum sale price, location and structure, and RWA policies enumerated in the 2007 initiative, "*The Land We Need for the Water We Use*," for the disposal of Class I and II land and its use of proceeds to buy watershed property.

Members of the RPB asked questions of the Applicant with respect to demolition, environmental testing, Hamden Historical Society, conservation easement, historical value, cost savings, renovation requirements, structural damage, proximity to Mill River, and land restrictions.

The OCA found the proposed transaction described in the application to be consistent with the Land Use Plan and in the public's interest. The OCA recommended approval of the application, as noted in a memorandum dated June 9, 2021.

Three members of the public attended the public hearing. Two members were neighbors to the Subject Property and Mr. Wigren, Deputy Director of Preservation Connecticut, stated that he submitted written testimony on June 16, 2021, stating his approval of the disposition and offered his expertise to assist the RWA with its sale.

#### F. Analysis

After considering all of the evidence presented, the RPB believes that the proposed disposition of the Subject Property is in accordance with the RWA's Land Use Plan, would financially benefit the RWA, is in accordance with established standards and policies of the RWA, is not likely to affect the environment adversely and is in the public interest. Further, the RWA stated it has no use for the Subject Property for water supply protection or administration. Finally, the proposed disposition satisfies the legal requirements of Section 18(c) of the Enabling Legislation as well as the requirements of Special Act 03-12, as amended by Section 9 of Special Act 13-20.

#### G. Conclusion

We, therefore, conclude that the application for approval of the disposition of 0.92 acres of improved Class I and II land located south of Ives Street in Hamden that is part of Land Unit HA 13 be approved. Separately stated Findings of Fact and Conclusions of Law are attached hereto as Exhibit A.

**Exhibit A**

**Representative Policy Board**

**South Central Connecticut Regional Water District**

<b>Application for the disposition of 0.92 acres</b>	<b>:</b>	
<b>located south of Ives Street in Hamden</b>	<b>:</b>	<b>July 15, 2021</b>
<b>that is part of Land Unit HA 13</b>	<b>:</b>	

**Findings of Fact**

1. The RWA, through its five-member Authority, submitted an application to the RPB for approval of the disposition of 0.92 acres of improved Class I and II land located south of Ives Street in Hamden, Connecticut that is part of Land Unit HA 13 (the “Subject Property”), on March 18, 2021.
2. The sale of the Subject Property is in conformity with the Authority’s Land Use Plan.
3. The Subject Property is designated as Non-Water System Land.
4. The sale of the Subject Property will have no adverse impact on the public water supply.
5. The Subject Property’s current use as a single-family residence will continue.
6. Under the proposed action, the Subject Property will be sold through a public bidding process for not less than \$19,000.
7. Net proceeds of the sale will be used to finance the Authority’s long-range plan to acquire and protect watershed property, thereby ensuring the protection of the public water supply.
8. The sale of the Subject Property is consistent with the Authority’s policies enumerated in the 2007 initiative, *“The Land We Need for the Water We Use.”*
9. The OCA recommended approval of the application.

### **Conclusions of Law**

1. The RWA's application for approval of the disposition of 0.92 acres of improved Class I and II land located south of Ives Street in Hamden, Connecticut that is part of Land Unit HA 13 (the "Subject Property"), was filed pursuant to the statutory authority set forth in Section 18 of Special Act No. 77-98, as amended.
2. Notice of the public hearing to consider the Application and to allow interested persons, including water users and property owners within the district, to be heard, was properly made pursuant to Section 10 of Special Act No. 77-98, as amended.
3. The Application, with attached Preliminary Assessment, was properly submitted to State and local agencies for comment and review, and made available for public inspection pursuant to Section 18(e) of Special Act No. 77-98, as amended.
4. The public hearing was held on June 17, 2021, via remote access, in accordance with Section 10 of Special Act No. 77-98, as amended, and in accordance with Governor Ned Lamont's Executive Order 7B, dated March 14, 2020, as amended.
5. Based upon the above Findings of Fact, the RPB concludes that the RWA's application for approval of the disposition of 0.92 acres of improved Class I and II land located south of Ives Street in Hamden, Connecticut that is part of Land Unit HA 13, meets all requirements for approval.

**Representative Policy Board**  
**Dashboard Metric - 4Q FY21**

Metrics	Quarter ended 5/31/20 (4Q FY 2020)	Quarter ended 2/28/21 (3Q FY 2021)	Quarter ended 5/31/21 (4Q FY 2021) Projected
<b>Customer/Stakeholders</b>			
<i>Combined Customer Satisfaction &amp; Reputation (Note 1)</i>	Target: 96% +/-2% Results: 93.1%* <small>*Period ending March 2020, most recent available</small>	Target: 96% +/-2% Results: 93.1%* <small>*Period ending March 2020, most recent available</small>	Target: 96% +/-2% Results: 93.1%* <small>*Period ending March 2020, most recent available</small>
<i>Underlying Credit Rating</i>	<b>S&amp;P rating AA-</b> , affirmed 10/2019 <b>Moody's rating Aa3</b> , affirmed 10/2019	<b>S&amp;P rating AA-</b> , affirmed 10/2019 <b>Moody's rating Aa3</b> , affirmed 10/2019	<b>S&amp;P rating AA-</b> , affirmed 10/2019 <b>Moody's rating Aa3</b> , affirmed 10/2019
<i>Water Rates</i>	Update to be provided with the next Official Statement	Update to be provided with the next Official Statement	Update to be provided with the next Official Statement
<b>Financial Metrics (Note 2)</b>			
<i>Accrued Metered Water Revenues to Budget (000 omitted)</i>	Budget: \$105.736 million Result: <b>\$103.686 million</b>	Budget: \$78.567 million Budget Org: \$80.102 million Result: <b>\$81.787 million</b>	Budget: \$102.878 million Budget Org: \$104.712 million Result: <b>\$108.012 million</b>
<i>Other Net Revenues to Budget</i>	Budget: \$6.243 million Result: <b>\$6.196 million</b>	Budget: \$4.208 million Result: <b>\$4.402 million</b>	Budget: \$5.734 million Result: <b>\$5.672 million</b>
<i>O&amp;M Expenditures to Budget (Note 3)</i>	Budget: \$61.049 million Result: <b>\$55.585 million</b>	Budget: \$41.677 million Budget Org.: \$45.268 Result: <b>\$39.286 million</b>	Budget: \$56.200 million Budget Org.: \$61.051 Result: <b>\$55.305 million</b>
<i>Capital Expenditures to Budget (Note 4)</i>	Budget: \$31.614 million Result: <b>\$26.001 million</b>	Budget: \$14.263 million Result: <b>\$11.133 million</b>	Budget: \$19.281 million Result: <b>\$18.550 million</b>
<i>Cash Collections (Water and Fire Service)</i>	Budget: \$116.16 million Result: <b>\$114.14 million</b>	Budget: \$74.896 million Budget Org: \$91.960 million Result: <b>\$92.120 million</b>	Budget: \$101.381 million Budget Org: \$117.202 million Result: <b>\$117.333 million</b>
<i>Coverage</i>	Budget: 1.14 w/draw Result: <b>1.30 w/o draw</b>	Budget: 1.14 w/draw Projected: <b>1.17 w/0draw</b>	Budget: 1.14 w/draw Projected: <b>1.26 w/0draw</b>
<i>Draw Requirement</i>	Budget: \$829,000 Result: <b>\$0</b>	Budget: \$12.045 million Projected: <b>\$0 million</b>	Budget: \$12.045 million Projected: <b>\$0 million</b>

**Representative Policy Board**  
**Dashboard Metric - 4Q FY21**

Metrics	Quarter ended 5/31/20 (4Q FY 2020)	Quarter ended 2/28/21 (3Q FY 2021)	Quarter ended 5/31/21 (4Q FY 2021) Projected
<b>System Metrics</b>			
<i>Average Daily Production (Draft) to Budget (MG/D)/Prior Year (Note 5)</i>	Budget: 43,598 MGD Result: <b>42,504 MGD</b>	Prior Year: 43.986 MGD Result: <b>46.413 MGD</b>	Prior Year: 42.504 MGD Result: <b>45.209 MGD</b>
<i>Disinfection By-products</i>	Target: 90% Result: <b>100%*</b> * As of Mar 31, 2020, updated quarterly based on calendar year	Target: 90% Result: <b>100%*</b> * As of Dec. 31, 2020, updated quarterly based on calendar year	Target: 90% Result: <b>100%*</b> * As of Mar. 31, 2021, updated quarterly based on calendar year
<i>Net Unaccounted For Water (annualized)</i>	Target: 10.0% Result: <b>10.58%</b> as of 2/29/2020	Target: 10.0% Result: <b>12.28%</b> for the annualized period of Dec. 2019 to Nov. 2020	Target: 10.0% Result: <b>11.09%</b> for the annualized period of Mar. 2020 to Feb. 2021
<i>Reservoir Levels (% full)</i>	<b>96% vs. 93% LTA</b>	<b>89% vs. 82% LTA</b>	<b>97% vs. 93% LTA</b>

Notes:

Note 1: FY 2020 metric is Northeast Average for Customer Billing & Payment

Note 2: Excludes impact of governmental accounting standards for pension and opeb and may include expenses from non-revenue fund sources

Note 3: Excludes State and Redevelopment and contingency. FY 2021 also excludes capital funded by Growth Fund

Note 4 FY 2020 is vs. budget and FY 2021 is vs. prior year

**REPRESENTATIVE POLICY BOARD**  
**South Central Connecticut Regional Water Authority**  
**PROPOSED RESOLUTIONS**

**August 19, 2021**

**WHEREAS**, the South Central Connecticut Regional Water Authority on July 19, 2021 filed an Issuance Test Rate Application to the Representative Policy Board (“RPB”); and

**WHEREAS**, the Finance Committee of the Representative Policy Board reviewed the Application and recommends that it be accepted by the RPB as complete; and

**WHEREAS**, the Finance Committee recommends that the public hearing be conducted by a presiding member; and

**WHEREAS**, the Representative Policy Board is desirous of accepting said Application as complete and scheduling said Application for a public hearing in accordance with Special Act 77-98, as amended, and the Bylaws and Rules of the RPB.

**NOW THEREFORE BE IT RESOLVED**, that the Representative Policy Board hereby accepts the Authority’s Issuance Test Rate Application, as a completed application, substantially in the form submitted to this meeting, and determines to hold a public hearing on the Application conducted by a Presiding Member, on September 23, 2021 at 7:00 p.m., via remote access; and

**RESOLVED FURTHER**, that the Chairperson is hereby directed to give notice of said hearing in accordance with Section 11 of the Rules of Practice, as amended

**REPRESENTATIVE POLICY BOARD**  
**South Central Connecticut Regional Water Authority**

**PROPOSED RESOLUTION**

**August 19, 2021**

**WHEREAS**, the South Central Connecticut Regional Water Authority submitted proposed revisions to its *Rules and Regulations for Water Service and its Rules, Regulations and Rates Governing the Extension of Water Mains* to the Representative Policy Board (“RPB”) for its consideration and approval; and

**WHEREAS**, the Representative Policy Board Consumer Affairs Committee reviewed the proposed revisions at its August 16, 2021 meeting and recommended the changes to the RPB for approval.

**NOW, THEREFORE BE IT RESOLVED**, that the proposed revisions to the South Central Connecticut Regional Water Authority’s *Rules and Regulations for Water Service and its Rules, Regulations and Rates Governing the Extension of Water Mains*, be and hereby are approved substantially in the form submitted to the meeting.



**South Central Connecticut Regional Water Authority**

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

<http://www.rwater.com>

TO: RPB Members

FROM: Prem Singh

DATE: August 13, 2021

SUBJECT: Revisions to Rules and Regulations

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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: David Borowy  
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**

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**[www.rwater.com](http://www.rwater.com)**

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## ***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.

#### ~~(H/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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**for WATER SERVICE**

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## 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.