

**VILLAGE OF HORSEHEADS**  
**WATER DEPARTMENT**  
**RULES AND REGULATIONS**

ADOPTED: December 1993  
LAST REVISED: January 2015

## Table of Contents

<u>Article</u>	<u>Subject</u>	<u>Page</u>
I	Authority	1
II	Definitions	1
III	Service Area	4
IV	Application for Service	4
V	Installation of Service	6
VI	Installation of Meters	14
VII	Payment for Services	17
VIII	Extension of Mains	19
IX	General Rules	21
X	Classifications, Rates, Charges and Delinquency	27
XI	Grievances, Amendment, Penalty & Misc.	32
XII	Prohibitions	33

Schedule A - Water Rate Schedule

Schedule B - Consolidated Fee Schedule

## **ARTICLE I. AUTHORITY**

The Village of Horseheads Board of Trustees, acting as the Board of Water Commissioners, shall make, publish and enforce all rules and regulations in relation to and for the protection and operation of the Water Department, water system, and all the property and appurtenances thereof and in relation to the management thereof and the supply of water thereby, whether to individuals or corporations or others, and may alter and modify the same from time to time, and may fix a penalty as herein provided for the violation of any of said rules and regulations. The Board of Trustees may aid enforcement by resolution, local law, rule or regulation. The said Village may prosecute in its own name for all violations of said local laws, rules, regulations and resolutions. The by-laws, rules and regulations, and all amendments shall be filed in the Village Clerk's Office before they shall take legal effect. These rules and regulations are adopted and specifications adopted hereunder shall be considered as part of the contract between the Village and every person, owner, customer or entity who takes water supplied by the Village, or whose property is supplied with water. By taking or receiving water such person agrees to comply with and agrees to be bound by these rules and regulations and same shall constitute a part of the contract existing between such person and the Department. Such person using this service shall be bound by this contract including those using water on a renewable contract basis in which case the contract may stipulate any conditions which are exceptions to these rules , regulations and specifications.

## **ARTICLE II. DEFINITIONS**

As used in these regulations, the words and phrases listed below shall be deemed to have the following meaning:

2.1 "Applicant" shall mean any person making a request in writing for any water supply, main extension or other Water Department related service to be rendered or furnished by the Village.

2.2 "A.W.W.A." shall mean the American Water Works Association.

2.3 "Board" or "Board of Trustees" shall mean the Village of Horseheads Board of

Trustees.

2.4 "Builder", "Contractor" or "Real estate developer" shall mean any person owning or having an interest in a plot or tract of land who applies for a supply of water to such premises which are intended to be sold, conveyed or leased by said person to an owner or occupant.

2.5 "Consumer" or "Customer" shall mean the person legally or equitably responsible for payment of the water bill, charges or other facilities and services or owner of premises or property furnished water service by the Department.

2.6 "Cross connection" shall mean any unprotected connection between any part of a water system used or intended to supply water for drinking purposes and any source or system containing water or any substance that is not or cannot be approved as equally safe, wholesome and potable for human consumption.

2.7 "Department" shall mean the Village of Horseheads Water Department, an unautonomous division of the Department of Public Works of the Village of Horseheads.

2.8 "Director" shall mean the Director of the Department of Public Works.

2.9 "Owner" shall mean the person who has legal or equitable title to the premises.

2.10 "Owner's service pipe" shall mean the pipe or tubing leading from the curb stop and curb box across the customer's or other person's property to the building, structure or premises connected to the meter.

2.11 "Person" shall mean an individual, firm, association, lessee, limited liability company or corporation, either public or private.

2.12 "Premises" or "Property" shall mean but is not restricted to the following:

- a. a property or location whether or not occupied by a structure and shall include the entire front footage thereof abutting on a street whereat the service of water is requested or furnished for any part thereof;

- b. a building under one roof owned or leased by one customer, and occupied as one residence or one place of business;
- c. a combination of buildings owned or leased by one customer, in one common enclosure, occupied by one family, or one corporation or firm, as a residence or place of business;
- d. each unit of a multiple house (multi-family residence) or building separated by a solid vertical or horizontal partition wall, occupied by one family, or one firm, as a residence, or place of business;
- e. a building owned or leased by one customer having a number of apartments, offices, or lofts which are rented to tenants, and using in common one hall and one or more means of entrance;
- f. a building two or more stories high under one roof, owned or leased by one customer having an individual entrance for the ground floor occupants and one for the occupants of the upper floors;
- g. apartments owned by one individual or firm and located in one common enclosure;
- h. a trailer court (mobile home court) owned by one individual or firm and located in one common enclosure.
- i. A combination of buildings owned by one customer, in one common enclosure, none of the individual buildings of which is adapted to separate ownership, i.e. elderly housing project;
- j. a public building;
- k. a single plot used as a park or recreational area;

2.13 "Private street" shall mean any street, avenue, road or way that is not for any highway purpose under the jurisdiction of the legislative body of a village, town, city, county or the State of New York.

2.14 "Public street" shall mean any street, avenue, road or way that is for any highway purpose under the jurisdiction of the legislative body of any village, town, city, county or State of New York.

2.15 "Service connection" shall mean the tap or connection to the main, corporation

stop, curb box, curb stop, and sufficient tubing or pipe to connect the corporation stop to the curb box.

2.16 "Specifications" shall mean the written requirements adopted by the Board and published for general reference concerning requirements for work and materials related to the water system.

2.17 "Village" shall mean the Village of Horseheads.

2.18 "Water System", Water Supply System, or Public Water Supply shall mean the entire system of pipes, valves, buildings, reservoirs, plants, wells, and other facilities owned by the Village and used for the supply, treatment, storage and transmission of water.

### **ARTICLE III. SERVICE AREA**

The Village will supply water to the territory of the Village of Horseheads and may supply same to portions of the Towns of Horseheads and Big Flats adjacent to the Village and other potential users based upon a networked municipal water system. The Board reserves the right to refuse or limit service to any consumer located outside the Village if the supply of water for the Village or its inhabitants will become insufficient because of such outside service. The service area is defined as the Permissive Service Area established on October 27, 1942 and as amended or altered from time to time.

### **ARTICLE IV. APPLICATION FOR SERVICE**

4.1 All applications for the use of water must be made in writing on forms provided by the Department signed by the owner of the premises to be supplied or a duly authorized representative. On approval by the Board/Department, the application shall constitute a contract between the Village and the applicant obligating the applicant to pay the Village its established rates and charges and to comply with its rules and regulations (as amended), which contract may be terminated by the Village without recourse of the applicant, its successors or assigns.

4.2 No agreement will be entered into by the Village with any applicant for service until all

charges due from the applicant for water services at any premises now or heretofore owned or occupied by him which are in arrears shall have been paid.

4.3 Applications will be accepted subject to there being an existing main owned by or under the management and operation of the Village in a street, right-of-way or easement abutting the premises to be served. Acceptance shall in no way obligate the Village to extend its mains to service the premises excepting as hereinafter provided.

4.4 A separate application must be made for each premises as defined in Section 2.12. If the premises owner wants separate billing in multi-unit premises, the owner must provide separate water service line/water meter and shut off valve. The water service line and shut off valve will be at the owner's expense.

4.5 Application of builders, contractors, real estate developers and others for temporary water service may be accepted and temporary water service may be supplied providing it does not interfere with use of water for other customers. The quantity of water taken for such purposes shall be determined either by meter or by estimate, and shall be paid for in accordance with the rate schedule applicable to metered general purposes and any premium levied by the Village. Customers requiring temporary water service shall reimburse the Village for all its expense in connection with providing necessary temporary service connections. A deposit specified by the Board/Department may be required.

4.6 Applicants for service need not be the owners of the premises to be served, provided that the premises can be metered and notification shall be given to the property owner or the agent of the owner whose consent has been secured.

4.7 The application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the Director. Applications for the extension of public mains may be initiated by the Board or by a petition by abutting property owners, as well as owners of the property to be served by the extension. Applications for the extension of public mains may be denied by the Board for failure to fully comply with the laws of the Village or the rules, regulations and specifications adopted under those laws, or if approval of the application is not in the best interest of the Village. The Board reserves the right to refuse all petitions for

extensions of mains where the estimated water rents will not warrant the cost of installation or for other bonafide reasons.

All costs and expenses incidental to the installation and connection of the service connection shall be borne by the customer. The customer shall indemnify and hold harmless the Village from any and all loss, liability, damage, injury or expense directly or indirectly resulting from or arising out of the work done under or in connection the approved application and/or installation.

Approval of applications shall be valid for a period of no more than one year, unless otherwise approved by the Board in writing.

4.8 Applicants desiring to attach to a main already under contract may be required to pay the Department an amount which, in the latter's judgment, represents the applicant's equitable share of the original cost of the main or to assume their equitable share of an existing guarantee provision.

Applicants taking service from an extension of a main under special contract may be required to pay the Department an equitable share of the original cost of a pump station, storage tank, or other facility.

Payments to the Department as shares of original costs will be refunded to the original depositors if connections are made within 10 years of the installation.

## ARTICLE V. INSTALLATION OF SERVICES

5.1 Service Connection - Water Service. Upon written application for service by an owner, or authorized agent, of any property abutting on any public or private street and upon payment of the applicable charge prescribed in Article X, the Village may install, operate, maintain, and when necessary, replace, the service pipe connection between the main and the curb box shut off on both public and private streets. When necessary, easements acceptable to the Board must be furnished at the applicant's expense. All service lines, from the water main to and including the curb well and curb stop installed by the Department shall remain the property of the Village. The Village reserves the right to deny an applicant's request. Further, the Village reserves the right to require the applicant to retain the services of an independent contractor, approved by the Village, for such services and to require that those portions of water mains and

appurtenances which lie in the rights of way of public and private streets be constructed in accordance with plans, specifications and materials approved by the Village and that ownership of same be dedicated to the Village free and clear of liens and encumbrances following satisfactory installation, together with any necessary easements for future maintenance, repair and service extensions. Water charges will become effective upon completion of the application for water service and installation of the water meter.

Car Wash Service Connections - All car wash installations shall be equipped with an approved water recycling system. No new car wash installations will be permitted to be installed and used until the plans have been approved by the Director. Charges and fees shall be as provided on the Consolidated Fee Schedule, Schedule B.

5.2 Service Connection - Public Fire Protection Service. Upon written application for fire protection service (supply of water for same) by a legally constituted authority (eg. Town of Horseheads, etc.) properly qualified and authorized by law to contract and pay for fire protection service, approved by the Board, the Village may furnish, place and install hydrants and hydrant connections necessary to provide water for fire protection in the area in which same is requested, or cause the same and will be reimbursed by such authority by payment of the applicable annual charge prescribed in Article X together with any other cost or expense incurred by the Village in so doing. All hydrants and hydrant connections so installed shall remain the property of the Village and all maintenance, replacement and service will be supplied by the Department, at the Authority's own expense, for installations if the Village so stipulates.

The Board reserves the right to terminate the maintenance, repair and supply of water to a service connection for any reason whatsoever and in particular for leaks in such connection or inadequate supply or quantity of water. The Village makes no guarantee as to pressure of the water in said pipe of the main supplying the same, and shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure in the supply of water for any cause except gross negligence.

5.3 Service Connection - Private Fire Protection Service.

Upon written application for fire protection service by an owner or occupant of any property abutting on any public or private street approved by the Board and upon payment of the applicable charge as prescribed in Article X, the Village may install, operate, supply water,

maintain and when necessary replace, all at the owner's expense, the service pipe and connection between the main and the curb shut off on both public and private streets.

If a hydrant is installed on a private fire protection service line, such hydrant will be located on the owner or occupant's property and installed and maintained by him/her at his/her expense. However, the Board reserves the right to approve the type of hydrant and the manner of installation before service is provided.

The customer shall install in his service line a detector check valve and detector meter. The Board/Village reserves the right to approve the type of meter and manner of installation before service is provided. The Board/Village also reserves the right to require the customer to equip his service line with such back-flow prevention devices as may be required by the New York State Sanitary Code, New York State Health Department, or the Board.

The connection is to be used for fire protection or periodic testing or flushing of the system only, and is to have no connection whatsoever with any taps that may be used for any other purposes. Using or permitting the use of water from this connection for purposes other than extinguishing fires constitutes a misdemeanor. Violators may be subject to fine, discontinuance of service, and/or criminal prosecution.

Any authorized representative of the Village shall have free access to the premises of the applicant at any reasonable time for the purpose of inspecting said connection and service.

The Village makes no guarantee as to pressure of the water in said pipe of the main supplying the same, and shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure in the supply of water for any cause except gross negligence.

The Village may specify the date(s) and time(s) of such inspection, testing and flushing of the service.

The Department may meter private fire lines where there is demonstrated justification such as unauthorized use of the service and/or where unusual circumstances prevail in the customer's premises.

5.4 Maintenance and Replacement. The Village may maintain and when necessary replace, all at the Village's expense, any service pipe connection from the main to the curb shut off on all public and private streets.

Service pipe and service connections shall not be trespassed upon nor interfered with in any respect. The curb stop may not be used by customers for turning on or off the water supply.

The Board reserves the right to terminate the maintenance, repair and supply of water to a service connection for any reason whatsoever and in particular for leaks in such connection or inadequate supply or quantity of water.

5.5 Service on applicant's property. At his own expense, the applicant shall install the service pipe from the curb box shut off to the premises and a valve, to be located preferably just inside the building wall, permitting control of the water supply by the customer. This property shall be maintained by and when necessary replaced at the expense of the customer. For this installation and maintenance, the customer shall employ a competent plumber or the Department as prescribed in Article X. All work shall be performed in a manner satisfactory to the Department, materials used shall be in accordance with specifications in Section 5.6, and any other specifications adopted by the Board, and shall be subject to inspection by the Department. Authorized representatives of the Board will approve service connections on the applicant's property and the connection to the curb shut off before water is turned on. The customer shall refrain from backfilling the trenches until this inspection has been performed and the installation approved.

5.6 Service Pipe - Specifications. All service pipes shall have a minimum cover of 4 1/2 feet and shall be aligned perpendicularly to the center line of the street. A distance of at least 4 feet between the water service pipe and parallel sewer and gas connections will be maintained. All connections of service pipes to a main with a ground cover of less than 5 feet shall be so made on the side of the main so that service pipes in no case have less covering than the main. Modification to these rules may be made by the Department in special locations and unusual building orientations. Water and sewer service lines shall not be installed in a common trench unless the applicant makes written request for same and the Department approves such request; in such event, the sewer line shall be laid deeper than the water service and there shall be a distance of at least 18" between such lines.

No service pipes installed or replaced after January 1, 1993 shall be less than 3/4" inside diameter in size and a 1" minimum diameter size shall be used for buildings connected to water mains with less than 40 p.s.i. static pressure. U.S. Government Specification Type K soft tempered copper tubing or plastic potable water tubing that meets or exceeds American Water Works Association standards C901 shall be used on all installations with pipe sizes 2" and less in diameter. The next size pipe allowed after 2" is 4"; all services 4" and larger shall be ductile

iron pipe or plastic pipe or tubing of quality equal to American Water Works Association standard specifications and of weight suitable for service under a pressure of 150 p.s.i. Any water lines installed with plastic pipe is required to have a tracer wire. Either push-on, mechanical or bell and spigot joints may be used with the cast iron pipe with frost connections. The Department reserves the right in all cases to stipulate the size and type of service connection to be used.

5.7 Winter Provisions. The Village shall not be required to install service lines or connections between November 14th and March 15th, except by special arrangement, in which case, the customer shall pay for the excess over normal costs.

5.8 Easements. Applicants for service shall deliver and record without cost to the Village, permanent easements or rights-of-way when necessary for the installation and maintenance of the service lines and connections. The Village shall not be obligated to commence any construction or to turn the water on to a service unless and until applicants have obtained for it satisfactory easements or rights-of-way or have agreed to pay such costs as may be incurred if at their request the Village obtains such easements or rights-of-way, whenever these are required from parties who are not applicants for service.

5.9 Delays. The Department shall not be compelled to proceed with the installation of service lines and service connections under this Section, when circumstances beyond the control of the Village/Department prohibit such construction. Said circumstances include but shall not be limited to delays in delivery of materials, weather conditions, strikes, acts of God, etc.

5.10 Miscellaneous. All installations of service between the main and the curb box, including the curb box, will be made by Village personnel or their agents and shall remain the property of the Village. The Village will maintain the service, in case of leakage, at its own expense unless damage is caused by the carelessness or negligence of the property owner, occupant or others. In such case or if replacement is requested for other reasons by the customer, the customer will be responsible for any charges for repairs and/or replacement. The Board reserves the right to require the customer to cause such installation or be responsible for the cost of same if it so determines.

The customer to be serviced by a service connection shall be responsible for the installation and maintenance of service pipes and fixtures between the curb box and the meter.

The size, depth, alignment, materials of construction and methods to be used in placing the pipe, tubing, joining, testing and backfilling excavations shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the Village and to the specifications of the AWWA. The customer shall be responsible for the protection of the service pipes and meter from freezing. Before the service is covered, it must be inspected and approved by the Director or his agents. Before the meter is installed and the water service activated, all parts of the service that are the responsibility of the customer shall be again subject to inspection and approval by the Director or his agents in conformity with these rules and regulations. At either inspection, the customer will be notified as to any necessary repairs to be made before metered service will be granted.

#### 5.11 Backflow Prevention Program

Plans and Specifications. All applications for water service will be reviewed by the Department for a determination as to the need for a backflow prevention device using the New York State Health Department Cross Connection Control Program, and in accordance with the Cross Connection Control Manual, each as amended from time to time.

All back flow prevention devices required by the Department are the responsibility of the customer and must be designed by a registered Professional Engineer (P.E.) of the State of New York or an architect licensed by New York State. Exception: If the water customer is a Municipality, and the total cost of the installation does not exceed \$5,000, a non-P.E. employee of the municipality may design the installation.

#### Approved Backflow Devices

The New York State Department of Health maintains a list of Backflow prevention devices, which have been approved for use in New York State. All backflow prevention devices which are required, shall be of a type, model and size approved by the New York State Department of Health for each type of assembly. Currently approved devices are posted at: <http://www.health.state.ny.us/environmental/water/drinking/cross/cross.htm>

Submission and Approval of Plans The Customer is responsible for submitting all plans and specifications for a backflow prevention device per the following procedure:

- 1) Applicant must complete the Application for Approval of Backflow Prevention Devices (form DOH347) and submit it with detailed plans and specifications as well as an engineering report to the Department for approval. 2) After review and approval by the Department, all documents will be forwarded to the Chemung County Health Department for approval.
- 3) The County Health Department will forward the Application and all documents to the State Health department - Bureau of Public Water Supply for final approval. Upon final approval by the State, a Certificate of Approval will be returned to the Department, and the Customer.

**Note:** If Plans are disapproved at any step, they will be returned to the customer for modification and resubmitted to the Department.

Engineering reports submitted with plans must meet NYS criteria as posted at: <http://www.health.state.ny.us/environmental/water/drinking/cross/cross.htm>, including but not limited to the Guidelines for Designing Backflow Prevention Assembly Installations.

Installation and Initial Testing. An approved backflow prevention device shall be installed on each service line as well as any by-pass line to a Customer's property at or near the property line or immediately inside the facility being served as determined by the Department. In all cases, the backflow prevention device will be installed before the first branch line leading off the service and will be fully accessible for maintenance and testing.

In the case of premises that have more than one service line, all service lines to the premise will be equipped with the appropriate backflow prevention devices dependent on the degree of hazard, which has been assigned to the facility.

All backflow prevention devices must be installed so that they are not subject to flooding or freezing. In no case will the installation of a backflow prevention device include unprotected bypass piping.

After installation of an approved backflow prevention device, the Customer is responsible for certifying that the installation was done in accordance with the approved plans. The initial device test results must also be documented and certified by an approved backflow device tester. Certification of installation and initial test results shall be submitted to the Department and the Chemung County Health Department within 30 days of installation (NYSDOH form 1013)

Testing. The Customer is responsible for the certified testing of all backflow prevention devices at least once each year. In those situations where the Department or the Chemung County Health Department deems the hazard to be great enough, certified tests may be required at more frequent intervals. All backflow prevention devices shall also be tested upon initial installation and after each repair.

Only individuals who are certified in accordance with 10 NYCRR 5-1.31 of the NYS Sanitary Code will conduct the testing of backflow prevention devices. All certified backflow device testers must register with the Village of Horseheads Water Department and provide current proof of insurance in a form acceptable to the Village Attorney.

Results of all certified testing will be documented and forwarded to the Department and the Chemung County Health Department within 30 days of the test. The Customer shall keep all testing and maintenance records for each backflow prevention device a minimum of 10 years.

The Department will send a written notice to each Customer who has not submitted certified test results in a timely manner. The water customer shall have 30 days after notification to comply with the testing requirements.

Failure to comply with the requirements for testing backflow prevention devices will be cause for discontinuance of water service to the facility.

Maintenance. The Customer is responsible for conducting general maintenance, repair and replacement of all backflow prevention along with ensuring protection against freezing, flooding and continued accessibility. The device shall be maintained by the Customer in accordance with the manufacturer's recommendations. Piping checks shall also be conducted frequently by Department personnel to ensure that all backflow prevention devices have not been bypassed or otherwise rendered ineffective.

The Customer is responsible for the disassembly and re-building of all DCV and RPZ backflow prevention devices every five years and documentation of the work performed shall be provided to the Department and the Chemung County Health Department on a form and in a manner acceptable to them.

Facility Access/Inspections. In conjunction with an application for water service or request for inspection of an existing service the Customer shall allow the Department or its authorized representative access to its facilities for the purpose of inspections and assessment of

the degree of hazard. Failure to provide access within 30 days of receiving written notice from the Department will be cause for the denial of water service or the discontinuance of water service to the facility.

Installation of Backflow Prevention Devices. Subsequent to the facility inspection, the Department or the Chemung County Health Department will make a determination as to the degree of risk that the facility poses for cross connection contamination of the public water system. Based upon the assigned risk, the Department will send written notice to the Customer advising that an approved backflow prevention device must be installed.

If the required backflow prevention device is 2 inches in size or smaller, the water customer will be required to install an approved device within 90 days of notification.

If the required backflow prevention device is over 2 inches in size, the Customer will be require to install an approved device within 180 days of notification.

Failure to install an approved backflow prevention device within the compliance deadlines will be cause for the discontinuance of water service to the facility.

## **ARTICLE VI. INSTALLATION OF METERS**

6.1 An individual (separate) meter with shut off shall be required for each premise and for each separate service connection to a premise. Any premises that have multiple units require each unit to have a separate meter/shut-off and service line, excluding buildings that have a single master meter and property owner is responsible for entire water bill. All costs borne by the Owner except for the meter. All connected services, including public buildings, churches and institutions, shall be metered.

6.2 The meter will be owned by, maintained, removed and furnished at the Village/Department's expense and connected at the customer's expense. The Director reserves the right in all cases to supervise and regulate the installation, and to stipulate the size, type and make of the meter to be used on any service connection.

6.3 Whenever possible, a meter two inches (2") in size and under shall be set in the

basement or utility room. In buildings with no cellars and where the meter is required to be placed in a utility room located other than at the front of the building, the service line shall have 4 1/2 feet of cover and be encased in a 4" conduit beginning at the front footing. Further, the Village shall have no responsibility whatsoever for piping or lines underneath a structure. Approved material for the conduit is per AWWA Standards - see Section 5.6. The meter shall be located at a convenient point approved by the Director so as to protect the meter and to measure the entire supply of water through the connection. When a meter cannot be set in the basement or utility room, it will be set near or inside the property line or in a place designated by the Director, and all expenses incurred by the Village/Department in connection with its proper housing, if any, shall be reimbursed to the Village/Department. All meters shall be placed in locations readily accessible to meter readers and shall be installed with remote reader pads at a location approved by the Director.

6.4 The Director may require meters larger than two inches (2") in size to be set near and inside the property or in a place designated by the Director, and all expenses incurred by the Village in connection with proper housing including by-pass for testing, if required, shall be reimbursed to the Village. All meters larger than 2" shall have a by-pass for testing.

6.5 All meters and all meter connections shall at all times remain the sole property of the Village, and shall not be interfered with in any respect. All such meters will be maintained by and at the expense of the Village as far as ordinary wear and tear are concerned but the Customer will be held responsible for damages due to freezing, hot water, customer negligence, or other causes. In case of damage, the Village/Department will repair such meter, or if necessary, replace it with another meter and the costs shall be paid by the Customer. Any meter larger than 2" will be periodically tested or inspected for accuracy and repaired when the Village deems it necessary.

6.6 The Village/Department reserves the right to remove and/or test any meter at any time and to substitute or to cause another meter to be substituted in its place. In case of a disputed account involving the accuracy of the meter, such meter will be tested by the Department upon the request of the Customer. If the meter is found to register correctly (i.e., accurately or to the prejudice of the Village), the Customer shall pay the fee as provided in Article X for same. In the event that the meter so tested is found to have an error in registration to the prejudice of the

Customer in excess of four percent (4%) at any rate of flow within the normal test-flow limits, no testing charge will be made and prior water bills, for a period of time not to exceed one year, will be adjusted to correct such over-registration in accordance with recommendations of the Village Manager.

6.7 Where a meter would otherwise be located more than 75 feet from the curb box, the Village reserves the right to require a meter pit. Meter pit size and location shall conform to the specifications of the Director. Further, all outside meters shall be maintained in an area which is accessible to the Village personnel, structurally sound and a dry place. The pit and cover shall be owned, installed and maintained by the Customer.

6.8 Village reserves the right to place remote reading registers on any service as an integral part of the meter installation.

6.9 Employees of the Village shall have access to meters, as well as all aspects of the water service, at all reasonable hours for the purpose of reading, testing, inspection or service repairs.

6.10 No person other than a Department employee or its agent shall break seals, tamper with or disconnect meters. If any person takes such action without authorization from the Department, the person and owner shall be liable for any damage which may result therefrom and shall be billed on the basis of water used in a similar representative period.

6.11 The Customer is responsible for maintaining plumbing on either side of the meter in good condition and valves on both sides of the meter per Village standards so that the meter may be removed or replaced conveniently and without impairing such plumbing. If a leak should develop subsequent to meter removal or replacement due to poor condition of the piping, the Customer shall be responsible for any necessary repairs.

6.12 The Customer is requested to notify the Department promptly of any defect in or damage to the meter or its connections.

6.13 Replacement of Water Meters, Access to Village, Penalties for Offenses (Added January 2015). Effective with the date of passage of this section, the Village, or agents of the Village, shall replace all Village owned existing and non-conforming water meters at the Village's own expense provided the existing plumbing of the property owner or customer is in serviceable condition. The Village, its employees, agents, representatives, and contractors shall be granted access during business hours to any property, building, dwelling or structure to replace all Village owned existing and non-conforming water meters. Further, the Village, its employees, agents, representatives, and contractors shall be granted access during business hours to any property, building, dwelling or structure to maintain, repair and replace various components of the Village water system, and shall have such access during non-business hours in the event of emergency.

Any property owner, customer, or any employee or agent of any property owner or customer, who fails to provide access to their property or otherwise interferes with the installation of new meters during the Village Wide Replacement Program or otherwise interferes with the maintenance, repair or replacement of such components shall pay the greater of: a 100% surcharge on all water billings, or a \$250 penalty in addition to such billings, until such time as the Village owned existing and non-conforming water meter has been replaced or the maintenance, repair or replacement has been completed; in addition the cost of installation, and associated permits of the new meter shall be borne by the Owner.

## ARTICLE VII. PAYMENT FOR SERVICES

7.1 All bills are payable in accordance with the terms of the applicable service classification. If a new service is installed at any time during a billing period, charges will be based on actual usage for that period.

7.2 Meters will be read quarterly, and customers will be billed quarterly, or such other periods or frequency as the Board may determine.

7.3 The quantity of water recorded by the meter, subject to the applicable multiplication factor, shall be considered the amount of water passing through the meter, which amount shall be

conclusive as between both customer and the Village except where the meter has been found to be registering incorrectly, or has ceased to register.

A billing which is not disputed within six months of its rendering is conclusive as between both customer and the Village.

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

1. When a meter in service is tested and found to have over-registered more than 4%, the Department will adjust the customer's bill for the excess amount paid determined as follows:
  - a) If the time at which the error first developed can be definitely determined, the amount of overcharge shall be based thereon.
  - b) If the time at which the error first developed cannot be definitely determined, it shall be assumed that the over-registration existed for a period equal to 1/2 of the time since the meter was last tested, or one year, whichever period is lesser. If more than one customer received service through the meter during the period for which the refund is due, a refund will be paid to the present customer only for the time during which such present customer received service through the meter. The refund will be accomplished by means of a credit to the customer's account, or otherwise at the Department's discretion.
  - c) If a meter in service is found not to register, the Department may render an estimated bill. The Department will estimate the charge for water use by averaging the amount registered for a similar period preceding or subsequent to the period of non-registration, or for corresponding periods in previous years adjusting for any documented changes in the customer's use.
  - d) When a customer has been overcharged as a result of incorrect reading of the meter, incorrect calculation of the bill, incorrect connection of the meter, or other similar reasons, the amount of the overcharge shall be credited to the customer at the Village's discretion. Conversely, when a customer has been undercharged for such reasons, the amount of the undercharge will be billed to the customer.

7.4 All bills are due and payable, when rendered and as per Article X. Failure of a

customer to receive the bill or notice does not relieve the customer from the obligation of payment or consequences of non-payment. All water charges by the Village shall be a lien upon the real property on which, or in connection with which, such water is used and may be added to the real property tax bill. If such charges are not paid within two consecutive water billings, the water supply may be shut off until such charges are paid. The water supply shut off procedure shall be as prescribed in the Village's billing and delinquent procedure - Article X. The owner shall be responsible for water charges and any other charges relating to water service held against the premises unless paid by the customer.

7.5 Any customer may discontinue water service by giving the Village written notice not less than three (3) days prior to the requested date of discontinuance, and all liability for service rendered after the discontinuance of service, as herein provided for, shall cease. This procedure is to be followed in cases of changes of occupancy and other appropriate circumstances. No adjustment of bills between owners or tenants will be made or rebates given for unoccupied premises.

7.6 In cases where a meter reading cannot be obtained, an estimated bill will be rendered to the customer. Subsequent bills will reflect actual consumption plus any adjustment to the bill made necessary through the use of an estimate. In the event that a reading cannot be obtained for a period of 6 months, the Village reserves the right to suspend the water service until such time as accurate billing is made possible through an actual reading of the meter and all service charges for suspension and reinstatement of the water service have been paid.

7.7 Each premises owned by an owner shall be billed separately.

7.8 Owners are requested to report promptly to the Department any change in mailing address or ownership in order to insure proper rendering of bills.

7.9 Water supplied to a building, all or any part of which is rented, shall normally be charged to the owner or his agent. At its discretion, the Department may, upon written request from the owner, render bills to tenants. However in all cases, the owner shall be held liable for the paying of bills for water supplied or services to such premises and shall be held liable for all violation of rules by tenants.

7.10 Meters for industrial customers and other large consumers may be read and billed monthly or such other periods at the Board's discretion.

7.11 Water for construction purposes will be metered if practical and will be billed per Schedule A.

7.12 Miscellaneous sales, such as water for construction purposes, may be billed as the service is rendered.

## ARTICLE VIII. EXTENSION OF MAINS

8.1 Main Extension Agreements. Upon application for water service in areas not served by a Village owned water main, the Board may elect to extend its mains or install necessary mains in accordance with the Board's then main extension policy and within the Permissive Service Area limits as approved by the New York State Department of Environmental Conservation - Water Resources Commission, its predecessors and successors.

8.2 Main Extension Policy. The Board may extend or permit the extension of its mains to provide water service that shall meet or exceed the requirements of the New York State Sanitary Code. All water main extension construction practices shall meet or exceed the requirements of the New York State Sanitary Code. The Board may extend or allow the extension of its water mains within the Village's service area no more than 100 feet to serve a customer without a Main Extension Agreement as set forth in Article VIII, Section 8.3 and 8.4 below.

8.3 Main Extension Agreement - Developers. Real Estate developers shall be required to bear the full costs for all main extensions installed to supply water to their developments. No extension will be less than eight inches (8") in size. If larger size mains are required, the Board may elect to bear all costs in excess of the cost of installing an eight inch (8") main.

8.4 Main Extension Agreement - Individual Owners. Individual property owners will be

required to sign a Main Extension Agreement in which they shall agree to pay to the Village in advance 100% of the cost or, alternatively, annually for twenty years twelve percent (12%) of the cost of main extensions installed to supply water to their buildings. No extensions will be less than eight inches (8") in size. If a larger size main is required, the Board may elect to bear all costs in excess of those for an eight (8") size main. As more connections are made to the new extension prior to the full repayment of its cost as noted above, the annual minimum charge may be redistributed proportionately among all users. This charge shall be in addition to the charge or cost of the water supplied through the extension

8.5 Easements. Applicants for main extension shall deliver without cost to the Village permanent easements or rights-of-way when necessary for the installations and maintenance of the extensions or subsequent additions thereto. The Village shall not be obligated to commence any construction until applicants either have obtained for it satisfactory easements or rights-of-way or have agreed to pay such costs as may be incurred if at their request the Village obtains such easements or rights-of-way, whenever these are required, from parties who are not applicants for service.

8.6 Size and Type. The Board reserves the right to determine and specify the diameter, type, etc. of pipe, meters, and appurtenances required to provide the service requested.

8.7 Title. Title to all main extensions shall be vested in the Village and the Village shall have the right to further extend any main installed by it or transferred to it pursuant to the terms of the Main Extension Agreement in and to other streets and premises without repayment or refund to any applicant. If such extension has been installed by others, same shall be conveyed to the Village free and clear of liens and encumbrances before being put into service.

8.8 Delay. The Village shall not be compelled to proceed with the installation of mains under this section when circumstances beyond the control of the Village prohibit such construction. Such circumstances include but shall not be limited to delays in delivery of materials, weather conditions, strikes, acts of God, etc.

8.9 Maintenance and Replacement. The Village at its own expense will maintain and, when necessary, replace the Village owned mains used to supply water to its customers, and if

adequate service requires the reconstruction or replacement of such mains, said mains will be reconstructed or replaced by the Village at its expense.

8.10 Cost Sharing. Where a developer has extended a main along the frontage of others, the entire cost shall be borne by the developer. It is the practice of the Village to engage in discussions with developers and others regarding issues related to main extensions and system development. Such discussions may relate to main sizing, pumps, metering, reimbursement for a proportional share of costs for any tie ins to the main by abutters, etc.

## ARTICLE IX. GENERAL RULES

9.1 The Village undertakes to use reasonable care and diligence to provide a constant supply of water at a reasonable pressure to customers, but reserves the right at any time, without notice, to shut off water in its mains and elsewhere for the purpose of making repairs or extensions, or for other purposes, and it is expressly agreed that the Village shall not be liable for a deficiency or failure in the supply of water, its quality or potability, or the pressure thereof for any cause whatsoever, or for any damage caused thereby, or for the bursting or breaking of any main, service pipe, meter or any attachment to the Village's property or to a customer's property. The Village shall, when possible, issue prior notice of a water service shut down to the water service area to be effected by the interruption in service. Such notice is a courtesy and not a requirement.

9.2 In the interest of public health, the Village will not knowingly permit its mains or services to be connected with any service pipe or piping which is connected with any source of water supply not approved by the Department of Health of the State of New York without the installation of a suitable back-flow prevention device or devices approved by the New York State Department of Health or the Chemung County Health Department. The Village will also not knowingly permit its mains or service pipes to be connected in any way to any piping, tank, vat or other apparatus which contains liquids, chemicals, or water of questionably quality without the installation of a suitable back-flow prevention device or devices approved by the New York State Department of Health or the Chemung County Health Department.

9.3 The Village, through the Village Manager or Director, reserves the right, in periods of drought or emergency or when deemed essential to the protection of the public health, safety and welfare, to restrict, curtail or prohibit the use of water for secondary, non-essential purposes, such as sprinkling (of lawns, gardens, etc.) car washing or filling swimming pools, and shall have the right to fix or limit the hours and periods when water may be used for such purposes. Same shall be without liability on the part of the Village.

9.4 Water service may be discontinued by the Village for any one of the following reasons:

- For use of water other than as represented in the customer's application, or through branch connections on the street side of the meter or place reserved for meter.
- For willful waste of water by improper or imperfect pipes or by any other means.
- For molesting or tampering with any service pipe, seal, meter, or any other appliance owned by the Village or for conduct which could or has resulted in the erroneous or improper metering of water consumption.
- For non-payment of bills for water or services rendered by the Village and/or Department, in accordance with the Village's billing and delinquent procedure for the Department prescribed in Article X.
- For cross connecting pipes carrying water supply by the Board with any other source of supply or with any apparatus which may endanger the quality of the Village's water supply.
- For refusal of reasonable access to the property for the purpose of reading, repairing, testing, installing, inspecting, or removing meters, water piping, plumbing and other fixtures and discontinuing water service during normal working hours (8:00 a.m. - 3:30 p.m., Monday through Friday).

- For failure to repair leaking service lines between the curb shut off and meter within five working days after receiving written notice from the Department.
- For violation of the regulations of the Village or Department as filed at the office of the Village Clerk.

When two or more premises are now supplied with water through one service pipe, under control of one curb stop, if any of the parties so supplied shall violate any of the above rules, the Village reserves the right to apply its shut off regulations to the joint service line, except the Village shall attempt to avoid taking such action until the innocent customer, who is not in violation of the Village's or Department's rules, has been given reasonable opportunity to attach the service pipe leading to his premises to a separately controlled service connection.

9.5 When water services to any premises has been turned off upon the order of the customer, or for any of the above reasons, and service at any premises is again desired by the same customer, including seasonal customers, a charge as provided in the Consolidated Fee Schedule, Schedule B, shall be made to the customer for the restoration of service. If, however, it becomes necessary to remove the Village's equipment/materials from the customer's premises or shut off or disconnect the service pipe at the Village's main, the charge to the customer for restoration of service is listed on Consolidated Fee Schedule, Schedule B.

9.6 Upon receipt of an application for a new service or for the reinstatement of an existing service, the Village will assume that the piping and fixtures which the service will supply are in proper order to receive same, and the Village will not be liable in any event for any accident, breaks, or leakage arising in any connection with the supply of water and/or failure to supply same.

9.7 No person shall injure or interfere with any pipe, main, valve, meter, reservoir or other equipment or building belonging to the Village's water system, tamper with meters, operate or use the Village's gate valves or curb stops, divert water from main, use water without permission, or cut into any water pipe or main.

9.8 No person, other than Village personnel, shall take or release water from any public or private fire hydrant for any use other than for firefighting purposes, or other authorized use. Except as otherwise provided herein, it shall be unlawful for any person to open, use, operate or tamper with a fire hydrant or a valve in the water supply system.

9.9 Any person wishing to purchase water supplied by a means other than through an existing metered water service (ex. construction needs, landscaping purposes, etc.) shall contact the Village Clerk's Office and shall make application for such authorization on a form to be provided by the Village. Such form shall constitute the applicant's request for the purchase of water in bulk and payment of an annual bulk permit fee listed on the Consolidated Fee Schedule, Schedule B. The applicant shall be given a permit which will be displayed to Village personnel at the garage at the time of supply. Such water shall be supplied through the Village garage hydrant only between the hours of 8:00am and 3:00pm - Monday thru Friday (except Holidays). The applicant is responsible for accurately entering total gallons received from hydrant on a log in the Village Garage. At the end of each month, a bill will be sent to the applicant for the total gallons received.

9.10 These regulations will be subject to and incorporate by reference all current provisions pertaining to drinking water supply which are part of the New York State Sanitary Code, Chemung County Sanitary Code and the local plumbing regulations of the local governments in the area served by the Village.

9.11 Safety. All excavations for service connections or mains shall be adequately guarded with barricades and lights so as to protect the public from hazards. Streets, sidewalks, parkways and other public property disturbed in the course of construction, etc. shall be restored in a manner satisfactory to the Director.

9.12 Maintenance. Failure on the part of the customer to immediately notify the Director of any defective or broken part of the service for which the customer is responsible, or to immediately repair or replace any defective part of the service which is the customer's responsibility, may result in the suspension of water service until repairs or replacements that need the Director's approval have been made.

9.13 Liability. The Village, its employees or officials, shall not be held liable for any damage that may occur as a result of the maintenance, repair or replacing of any part of the Village owned system or the Village's failure to do so.

The Village shall not be held liable or responsible for any losses or damage resulting from fire or water which may occur due to the installation of a private fire protection service connection or any leakage or flow of water therefrom.

The Department assumes no responsibility for clogging of interior plumbing which may occur during or after repairs to services, mains or meters.

9.14 Painting of Hydrants. No one except the Village or other authorized personnel shall paint hydrants or in any way change the color of any part of a hydrant without the express consent and approval of the Village Manager.

9.15 The Village will undertake to provide an adequate supply of potable water at adequate pressure throughout its system but cannot assume responsibility or liability, direct, indirect, or consequential, for any damage from failure to do so. Whenever possible, work necessitating the interruption of service will be scheduled to provide the least inconvenience to the customer.

9.16 To safeguard against possible damage due to interruption of service, customers are advised to regulate their installations connected with the water system supply so that damage will not occur if water is shut off or pressure fluctuates without notice. An automatic check valve may be installed on the service at the building entrance. Hot water tanks may be provided with vacuum and pressure relief valves which customers should keep in good operating condition at all times. Lever type valves are recommended.

9.17 In areas where pressure is low, the Department may, at its discretion, require that the customer install and operate a booster pump and tank of a combined capacity approved by the Department. In such cases, the customer will enter into a written agreement with the Department in which he holds the Department harmless from possible damage and inconvenience resulting from low pressure. In areas where pressure is high, the Department may, at its discretion, require that customers install and maintain pressure reducing valves.

9.18 Customers are responsible for keeping their connections and fixtures in good order and protected from freezing. Failure to do so may result in interruption of service and costly repairs for which the Department is not liable.

9.19 Any change in location of meters or services requested by the customer shall, if approved by the Department, be at the customer's expense.

9.20 In the event that a customer shall use water at rates of flow which cause noticeable pressure variations in the system, the Department may require that such customer control his flow rates or install equipment to minimize such variations all at the customer's expense.

9.21 Customers shall notify the Department when premises are to be vacated so that water may be turned off, meters read, meters and MXU's removed, and the account transferred. If the premises are to be permanently abandoned, owner shall notify the Department immediately so that the service connection can be closed. Discontinuance of use of water: When for any reason the use of water service is discontinued, such service will be shut off at the corporation at the main including removal of tee's, valves, etc. deemed necessary by the Department. All expenses connected therewith shall be borne by the owner and chargeable against the property at which such service was discontinued regardless of whether or not such owner owned such property at the time that such service was discontinued.

9.22 All underground lawn sprinkling systems shall be equipped with check valves and vacuum breakers to prevent back siphonage into the water system. Plans for such a system shall be approved by the Department before installation is made and the Department's final on-site inspection and approval is required before backfilling.

9.23 Maintenance of the service pipes from the main to the customer's curb stop is the responsibility of the Department. The customer at his own expense shall maintain the service connection from the curb box to the interior of the building or other facility provided water service. The customer shall maintain the service connection in good repair in accordance with the reasonable requirements of the Department.

9.24 Where there is a leak in any service connection, and the owner of the property

cannot be readily found, or shall refuse to make immediate repairs, the Department shall have the right to make the necessary repairs and the cost thereof shall be charged to the customer.

9.25 No new or repaired water supply systems nor any structure thereof shall be placed in use before such system or structure has been effectively cleaned and disinfected in a manner prescribed and approved by the Director.

9.26 When dealing with members of the public, employees of the Department shall wear a uniform, carry a badge, ID card, or other insignia identifying such individual as a Department employee.

9.27 Services rendered after the Departments normal hours, or on weekends or holidays are subject to special charges per the Consolidated Fee Schedule, Schedule B.

## **ARTICLE X. CLASSIFICATIONS, RATES, CHARGES AND DELINQUENCY**

10.1 Service Connection - Water Service. As noted heretofore in Articles V and VI hereof, the Village will in general be responsible for the installation, operation, maintenance and repair of the service pipe connection between the main and the curb box shut off, as well as the furnishing of a meter when the service pipe is 2" or less. Further, the Village shall have oversight of installation of all meters. The applicant shall pay an inspection/installation fee as provided on the Consolidated Fee Schedule, Schedule B. The applicant, at his sole cost and expense, shall be responsible for the installation and maintenance of the service pipe from the curb box shut off to the premises and a valve to be installed before the meter. Multi-units require a separate meter/water service line and shut off valve for each unit except existing multi-units having established single service connections as of or prior to July 1, 2012. Such installation to be in accordance with these rules and regulations.

10.2 Service Connection - Public Fire Protection. Political subdivisions, other than the Village of Horseheads, shall pay the Village an annual charge for each hydrant installation authorized by the political subdivision. The annual payment amount for each hydrant installation

in the political subdivision shall be mutually acceptable to the Board and the legally constituted authority properly qualified and authorized by law to contract and pay for fire protection service in the political subdivision.

10.3 Service Connection - Private Fire Protection Service. The applicant, for private water protection service, shall be responsible for the construction, repair and replacement of the fire protection service line from the main to the building including the cost thereof. Such installation shall be constructed, repaired and replaced in accordance with applicable federal, state and local laws, code, rules and regulations including these rules and regulations.

10.4 Service on Applicant's Property. It is the policy of the Village that its personnel and equipment shall, whenever possible, refrain from entering upon the property of others for installation, repair, maintenance, inspection, etc. However, in the event that Village personnel and/or equipment do enter upon the property of others for such purposes, the applicant and/or other benefitted parties shall be billed for the labor (including benefits) plus material charges, equipment rental charges, and overhead charges associated with the work performed. Such charges shall be based upon the actual cost of the labor, materials, equipment, etc. to the Village as contained in the Consolidated Fee Schedule, Schedule B. The Village reserves the right to require payment, in whole or part, of the actual or estimated charges for such service.

10.5 Payment for Services, Including Water Rates. Water bills for metered or estimated water consumption or for fire protection service for all customers will be issued four times each year, or as such other period of frequency as is established by the Board. The bills shall be based upon the water rate schedule, Schedule A. Water bills based on estimated consumption, as determined by the Director, may be required from time to time. The Director is authorized to correct any water bill due to either a fault in the meter or to incorrect reading of the dial, but shall have no power to reduce water bills based upon any other reason whatsoever.

The owner shall be responsible for payment of all bills rendered for water services. Failure to receive a bill shall not be considered waiver of demand for payment. The Village may allow the owner to place the water account in the name of a tenant or occupant of the premises. Nevertheless the Village reserves the unilateral right and sole discretion to place the account in the name of the owner and to therefore submit the bill to the owner directly.

All special bills and charges for services rendered, materials sold or expenses incurred by

the Department in connection with the rules and regulations set forth herein shall be due and payable when rendered and if not paid within 30 days shall accrue interest at the rate of 12% per annum.

The water usage charge to be applied to two-family dwellings and multi-family dwellings (apartments and other such facilities which are independent living units containing cooking facilities, etc.) in which the water consumed by each dwelling unit is not individually metered will be calculated by taking the water consumed, as established by the master meter servicing the units, and allocating the consumption proportionately equally to each of the units served by said master meter. Thus for purposes of establishing the charge for water consumption, it is conclusively determined that each unit within the structure will have consumed the same amount of water. Then the established schedule of water rates will be applied to each dwelling unit's proportionate consumption as calculated above to determine the charge to be assessed or levied to such master meter; said charge being cumulative of all such dwelling units served by the meter. The minimum periodic water charge will be assessed to each dwelling unit in those instances where the proportionate consumption, as determined above, is less than such established minimum usage for individual services based upon the above-noted water rates. This method of allocation and billing shall apply within and outside the Village.

A laboratory fee of 125% of the actual cost incurred by the Village will be charged to all customers having interconnections and private chlorination systems, necessitating sampling and inspection by the Department. Bills for water used or consumed will be rendered quarterly, or at such other period of frequency as is established by the Board. Fire protection bills will be rendered quarterly, or at such other period of frequency as is established by the Board. Ten percent penalty will be charged on all bills not paid within the period specified for payment without a penalty. Fire protection bills will be rendered based upon the above-noted Schedule A, in addition to the quantity of water consumed, if any.

All bills are sent in the owner's or the customer's name. In purchasing property, it shall be the responsibility of the purchaser to determine whether or not there are outstanding bills. Outstanding water bills or charges shall be paid prior to property transfer or the opening of a new account and supply of water to a new owner. Failure of owner or customer to receive bills does not relieve him of responsibility for payment. Owners must keep meter easily accessible for reading, inspection and repair at all times. Regardless of the manner and place of billing, the owner shall be primarily liable for all bills and charges levied by the Village; such billings and charges shall constitute a lien against the premises served. Collection of same may be enforced

by levy and inclusion with the real property taxes on said premises.

The Village reserves the right at all times to shut off water temporarily without notice, for repairs, extensions or other work necessary in connection with the system, maintenance and repair and for nonpayment of bills. Where service is shut off for nonpayment, a charge as prescribed herein will be made to cover costs of disconnecting and reconnecting service.

The Board reserves the right to waive the rates and charges for services and materials provided to governments.

In the event that a service to a customer or owner is disconnected or terminated, whether at his request or for non-payment of charges and billings, the customer or owner shall be subject to a disconnection or termination charge as provided on the Consolidated Fee Schedule, Schedule B.

In the event the Village provides installation, repair, replacement or maintenance labor, services and or materials which are necessitated due to installation of a service or other service at the request of an applicant or others, or due to a service line, meter, box or other water system component being damaged, defaced or altered by the act or neglect of a customer, owner, invitee, guest, etc. (or someone in their control or within their responsibility) or for any other reason, the Village shall bill such applicant, customer, owner or other for the costs of same as provided on the Consolidated Fee Schedule, Schedule B. The Village may require advance payment in whole or part and shall require payment in full before the service is installed, restored or reconnected, including water charges.

The Board may revise the above water rates, Schedule A, or Consolidated Fee Schedule, Schedule B from time to time without notice to the owners or customers.

#### 10.6 Labor and Material Charges.

The minimum call out charge shall be as provided in the Consolidated Fee Schedule, Schedule B. In the event of an emergency call out (other than the department's normal working hours and days, see Article IX), the call out charge shall be as provided on the Consolidated Fee Schedule.

The charge for all water meter installations and connections with remote readers, service tee installations, stop and drain installations, tap installations, and repair services to meters including replacement of meter bottoms shall include the costs of labor, materials and equipment associated, used or expended in performance of the service and shall be charged to the applicant/owner as provided on the annexed Consolidated Fee Schedule, Schedule B.

If the job/service/repair requires the use of materials, labor and/or equipment of parties other than the Village of Horseheads, the customer or owner shall be assessed the actual cost of same plus an additional charge of 10% thereof.

The customer or owner shall deposit with the Village Clerk a sum equal to one-half of the estimated cost of the service repair or installation prior to the actual performance of same excepting in the case of emergencies.

10.7 Delinquency Procedures. A water bill (for water service or labor and materials, etc.) is delinquent if not paid on or before the allowable date posted on each bill. At present the Village has not utilized provisions allowing it to place uncollected water charges on the Village tax roll; therefore, the Board reserves its rights to discontinue water service for non-payment and also its right to place such charges on the tax roll of the customer or owner of the premises receiving water service.

The Village Clerk-Treasurer shall cause the preparation of a Delinquent Water Customer List promptly following the last day for payment of charges without penalty. Generally, the last day for payment without penalty would be the 15th day of the months of March, June, September, and December of each year. Such List shall contain the account number, the party billed, the service address, the amount due and shall reflect all amounts which are not paid in full for water service or other charges for the previous two billing cycles, if any. Simultaneous with the preparation of such List, there shall be added to each delinquent account a charge as provided on the Consolidated Fee Schedule, Schedule B. The imposition of this penalty is based upon the additional burden being placed upon Village staff and financial resources due solely to efforts to collect upon such delinquent accounts. Water bills are mailed every three months (4 times a year). Delinquent accounts that are listed for non-payment of water services three or more times within the past twelve months will incur a specific penalty as provided on the Consolidated Fee Schedule. Within three business days following the preparation of such List, the Clerk-Treasurer shall cause notice to be given to the party billed of such delinquency by regular mail. Such notice shall provide that in the event that all arrearages and penalties are not paid in full by noon of the 7th calendar day following the day of mailing of such notice, water service at the premises noted shall be terminated. On such date and at such time or as soon thereafter as the Village's manpower permits.

In the event of multiple residents or tenants who do not have a meter in his or her name, the above-noted notice shall be posted on the door of each residential unit or house. Reasonable efforts shall be made by Village personnel to locate tenants in rental units or multiple dwellings for the purpose of delivery of such notice or the information contained in the notice regarding pending termination of water service for non-payment.

In the event that the Clerk-Treasurer fails to receive payment in full regarding the delinquent accounts prior to the scheduled shut off date, the Clerk-Treasurer shall then act upon the list to approve termination of service (shut off) for non-payment. Upon such determination, the Clerk-Treasurer shall promptly instruct appropriate Village personnel to terminate the service at the service address noted.

The delinquent amount plus the delinquent account charges and the reconnection charge provided on the Consolidated Fee Schedule, Schedule B must be paid in full prior to water service being reconnected.

#### **ARTICLE XI. GRIEVANCES, AMENDMENT, PENALTY & MISC.**

11.1 Grievances. Any grievance arising out of the administration of these Rules shall be resolved by a hearing held before the Village Manager or his designee at such time and place and under such rules of evidence and procedure as he shall determine. The Village Manager or designee shall render an opinion or decision verbally unless the grieving party makes a written demand for a written decision.

11.2 Appeals. The grieving party may, within ten (10) days of receipt of the decision, file a written appeal to the Board. The grieving party may make the appeal himself or by his attorney. Said appeal shall be filed with the Village Clerk. The Board shall set down a hearing of said grievance.

11.3 Stay. Pending the determination of the grievance and/or appeal as set forth in paragraph 11.1 and 11.2, the Village will continue service. Provided, however, this stay shall only be effective during the determination of a grievance and appeal of a shut off pursuant to paragraphs 10.6 through 10.9 if the grievance was requested prior to the proposed shut off.

11.4 Amendment. The Board reserves the right to amend or change these Rules and Regulations from time to time without notice and without a hearing thereon.

11.5 Penalties. Any person, firm or corporation which shall violate any of the provisions of these rules shall, upon conviction thereof, be deemed to have committed a violation as prescribed in Section 55.10 of the Penal Law and subject to the fines and penalties prescribed in Village of Horseheads Local Law #12 of 1977. Each day such violation continues, shall constitute a separate violation. Any action or proceeding in the name of the Village of Horseheads may be commenced in any court of competent jurisdiction to compel compliance with or restrain by injunction the violation of any provision of these rules. Such remedy shall be in addition to any other penalties prescribed by law.

## ARTICLE XII. PROHIBITIONS

12.1 Waste of Water. No customer shall willfully waste water either through leakage due to imperfect service pipes or fixtures or in any other manner.

12.2 Use of Water. No customer supplied with water by the Village will be allowed to supply water to any other customer or to sell water whether through a separate meter or not. No multiple customer services shall be permitted on the same property excepting if each customer is provided with a separate meter.

12.3 Curb Box. No person shall cover, obstruct or otherwise disturb a curb box so that it is not easily accessible to the Village, its personnel or agents.

12.4 Turning On or Off of Water. No person but the Director or his designee shall turn on or turn off the water to any premises.

12.5 Obstruction of Hydrants. No person shall place any obstruction that would prevent free access to any fire hydrant.

12.6 Cross Connections. No person shall install or permit to be installed any cross

connection, whether permanent or temporary. Protection against such cross connections shall be as required by state law or regulation and by any such regulations approved by the Board. In addition to any other penalties, service to any customer violating this prohibition may be discontinued by the Village and not restored until the violation is corrected.

12.7 Unauthorized Access. No person without permission of the Village shall enter upon the properties of the Village used for supply, treatment or storage of water or discharge into or otherwise contaminate the water or deface or damage these facilities or the Village water system or its component parts.

VILLAGE OF HORSEHEADS WATER DEPARTMENT

SCHEDULE OF WATER RATES-FIRE CHARGES AND HYDRANT CHARGES

EFFECTIVE WATER BILLS MAILED 5/15/14 AND DUE 6/16/14

INSIDE VILLAGE BOUNDARIES						
WATER RATES ****	0 TO 6,000	GALLONS	FLAT RATE-MINIMUM BILL	\$		20.82
NEXT	4,000	GALLONS @	\$ 3.79 /1000 GAL=	\$		15.16
NEXT	10,000	GALLONS @	\$ 2.85 /1000 GAL=	\$		28.50
NEXT	30,000	GALLONS @	\$ 2.24 /1000 GAL=	\$		67.20
NEXT	150,000	GALLONS @	\$ 1.85 /1000 GAL=	\$		277.50

OUTSIDE VILLAGE BOUNDARIES						
	0 TO 6,000	GALLONS	FLAT RATE- MINIMUM BILL	\$		31.19
NEXT	4,000	GALLONS @	\$ 5.47 /1000 GAL=	\$		21.88
NEXT	10,000	GALLONS @	\$ 4.11 /1000 GAL=	\$		41.10
NEXT	30,000	GALLONS @	\$ 3.21 /1000 GAL=	\$		96.30
NEXT	150,000	GALLONS @	\$ 2.63 /1000 GAL=	\$		394.50

\*\*\*Meters read in increments of 1,000 gallons

FIRE CHARGES (FC)	INSIDE VILLAGE FC			OUTSIDE VILLAGE FC		
	SIZE OF SERVICE	QTRLY CHG	ANNUAL CHG	SIZE OF SERVICE	QTRLY CHG	ANNUAL CHG
	3"	\$ 30.60	\$ 122.40	3"	\$ 45.90	\$ 183.60
	4"	\$ 61.20	\$ 244.80	4"	\$ 91.80	\$ 367.20
	6"	\$ 71.40	\$ 285.60	6"	\$ 107.10	\$ 428.40
	8"	\$ 81.60	\$ 326.40	8"	\$ 122.40	\$ 489.60
	10"	\$ 102.00	\$ 408.00	10"	\$ 153.00	\$ 612.00

HYDRANT CHARGES (HC)	INSIDE VILLAGE HC			OUTSIDE VILLAGE HC		
	SIZE OF SERVICE	QTRLY CHG	ANNUAL CHG	SIZE OF SERVICE	QTRLY CHG	ANNUAL CHG
	6"	\$ 51.77	\$ 207.08	6"	\$ 77.78	\$ 311.12

**INSIDE VILLAGE BOUNDARIES**

**FREEZE MINIMUM, 2% INCREASE TO FIRST 50,000, 5% INCREASE 51,000 AND OVER**

	FIRST 6,000 GALLONS	NEXT 4,000 GALLONS	NEXT 10,000 GALLONS	NEXT 30,000 GALLONS	NEXT 150,000 GALLONS
CURRENT	\$ 20.41	\$ 14.60	\$ 27.33	\$ 64.76	\$ 258.57
2% & 5% INCREASE	\$ 20.41	\$ 14.89	\$ 27.88	\$ 66.06	\$ 271.50

**OUTSIDE VILLAGE BOUNDARIES**

	FIRST 6,000 GALLONS	NEXT 4,000 GALLONS	NEXT 10,000 GALLONS	NEXT 30,000 GALLONS	NEXT 150,000 GALLONS
CURRENT	\$ 30.58	\$ 21.46	\$ 40.27	\$ 94.37	\$ 376.13
2% & 5% INCREASE	\$ 20.41	\$ 21.89	\$ 41.08	\$ 96.26	\$ 394.94

**INSIDE VILLAGE BOUNDARIES WATER RATES**

FIRST	6,000 GALLONS	\$ 3.40 /1000 GAL=	\$ 20.41
NEXT	4,000 GALLONS	\$ 3.72 /1000 GAL=	\$ 14.88
NEXT	10,000 GALLONS	\$ 2.79 /1000 GAL=	\$ 27.90
NEXT	30,000 GALLONS	\$ 2.20 /1000 GAL=	\$ 66.00
NEXT	150,000 GALLONS	\$ 1.81 /1000 GAL=	\$ 271.50

**OUTSIDE VILLAGE BOUNDARIES WATER RATES**

FIRST	6,000 GALLONS	\$ 5.10 /1000 GAL=	\$ 30.60
NEXT	4,000 GALLONS	\$ 5.47 /1000 GAL=	\$ 21.88
NEXT	10,000 GALLONS	\$ 4.11 /1000 GAL=	\$ 41.10
NEXT	30,000 GALLONS	\$ 3.21 /1000 GAL=	\$ 96.30
NEXT	150,000 GALLONS	\$ 2.63 /1000 GAL=	\$ 394.50

**INSIDE VILLAGE FC**

**OUTSIDE VILLAGE F/C**

FIRE CHARGES	SIZE OF SERVICE	INSIDE VILLAGE FC		OUTSIDE VILLAGE F/C		
		QTRLY CHG	ANNUAL CHG	QTRLY CHG	ANNUAL CHG	ANNUAL CHG
10% INCREASE	3"	\$ 16.00	\$ 64.00	3" \$ 32.00	\$ 128.00	
	4"	\$ 30.00	\$ 120.00	4" \$ 58.00	\$ 232.00	
	6"	\$ 42.00	\$ 168.00	6" \$ 84.00	\$ 336.00	
	8"	\$ 56.00	\$ 224.00	8" \$ 112.00	\$ 448.00	
	10"	\$ 70.00	\$ 280.00	10" \$ 140.00	\$ 560.00	
	12"	\$ 83.00	\$ 332.00	12" \$ 166.00	\$ 664.00	

**INSIDE VILLAGE HYDRANT CHG**

**OUTSIDE VILLAGE HYDRANT CHG**

HYDRANT CHARGES	SIZE OF SERVICE	INSIDE VILLAGE HYDRANT CHG		OUTSIDE VILLAGE HYDRANT CHG	
		QTRLY CHG	ANNUAL CHG	QTRLY CHG	ANNUAL CHG
10% INCREASE	6"	\$ 203.00	\$ 812.00	6" 305	\$ 1,220.00
	8"	\$ 271.00	\$ 1,084.00	8" 407	\$ 1,628.00
	10"	\$ 339.00	\$ 1,356.00	10" 509	\$ 2,036.00
	12"	\$ 402.00	\$ 1,608.00	12" 603	\$ 2,412.00

**SCHEDULE B  
VILLAGE OF HORSEHEADS – WATER DEPARTMENT  
CONSOLIDATED FEE SCHEDULE  
ADOPTED 10/13/11**

<b>FEE FOR INSPECTION OF METER INSTALLATION - ALL SIZE METERS</b>	<b>\$125.00</b>
(Inspection of meter and remote reader pad. Village will provide and install/program Smartpoint (MXU) unit. )	
<b>DAMAGE/REMOVAL OF SMARTPOINT (MXU) by Customer</b>	<b>Labor/Cost of Materials *</b>
<b>DAMAGE OF METER BY CUSTOMER</b>	<b>Labor/Cost of Materials *</b>
<b>METER BOTTOMS/STOP &amp; DRAINS, ETC.</b>	<b>Labor/Cost of Materials *</b>
<b>WATER TAPS – (includes Comp.Corp./Saddles/Curb Stop, Curb Box w/Rod)</b>	<b>\$200.00/Cost of Materials *</b>
<b>DELINQUENT ACCOUNT FEE</b>	<b>\$35.00</b>
(two consecutive water bills not paid)	
<b>DELINQUENT ACCOUNT WATER TURN ON FEE</b>	<b>\$50.00</b>
<b>CONSISTENT DELINQUENT ACCOUNT CHARGE</b>	<b>\$75.00</b>
(3 or more Delinquent Fees in Past 12 months)	
<b>EMERGENCY CALL OUT FOR WATER RELATED ISSUES</b>	<b>\$250.00</b>
(after normal working hours (3:30 PM) and weekends)	
<b>MISC. SERVICES</b>	<b>Labor/Cost of Materials *</b>
(any service not specifically identified above)	

**Note: Sales Tax to be added to all material charges.**

**Labor shall mean the actual hourly rate of all Village personnel involved in providing the service (multiplied by a factor of 1.5 or 2.0, as the case may be, if overtime/emergency call out charges are applicable), plus such personnel's fringe benefit costs.**

**Cost of Materials shall mean the current replacement cost of all materials used to provide the service, if any.**

**\* For any service for which the fee is based upon Labor/Cost of Materials there shall be added a charge of 10% of Labor/Cost of Materials for Administration and Overhead.**