

**ITEM 1 - AUTHORIZATION TO FUND MANDATED PUBLIC AND PRIVATE SIDE LEAD SERVICE LINE REPLACEMENTS**

Motion by       seconded by

**WHEREAS**, on October 8, 2024, the United States Environmental Protection Agency (“EPA”) issued the final Lead and Copper Rule Improvements (“LCRI”), to be codified as 40 CFR Parts 141 and 142; and

**WHEREAS**, the LCRI mandates, among other things, that all water systems replace all lead service lines under their control no later than ten (10) years after the LCRI compliance date of December 30, 2027 (“Compliance Date”); and

**WHEREAS**, on June 16, 2022, the Erie County Water Authority (“Authority”) and Arcadis of New York, Inc. (“Arcadis”), entered into a Professional Services Agreement for EPA Lead & Copper Rule Revisions Program Management, Project No. 202200135, Contract No. MP-091 (“Contract MP-091”); and

**WHEREAS**, through the services provided under Contract MP-091, it has been determined that Authority’s water system includes at least seventy-one (71) lead service lines on the public side and at least two hundred fifty-five (255) lead service lines on the private side, as well as additional public and private lead service lines made of materials that have not yet been determined, but could be lead; and

**WHEREAS**, Arcadis and the Authority’s Engineering Department have determined that the Authority would likely be subject to additional mandatory EPA regulations if the public and private lead service lines in the Authority’s water system are not replaced prior to the Compliance Date; and

**WHEREAS**, the Authority’s 2025 Capital Budget includes funds for mandated public and private lead service line replacements under Unit 2590 Eng/Const Distribution Mains, Item No. 101804 – Lead Service Line Replacements; and

**WHEREAS**, the Authority’s Chief Financial Officer, Chief Operating Officer, Executive Engineer, General Counsel and Secretary to the Authority recommend that replacement of public and private lead services lines pursuant to the EPA’s LCRI mandate as soon as practicable for the general health of every household in the Authority’s Direct Service and Leased Managed areas; and

**WHEREAS**, the Authority’s Chief Financial Officer, Chief Operating Officer, Executive Engineer, General Counsel and Secretary to the Authority recommend that Authority fund the replacement of public and private lead service lines pursuant to the EPA’s LCRI mandate in order for such replacements to occur in the most expedient and efficient manner prior to the Compliance Date;

**NOW, THEREFORE, BE IT RESOLVED:**

That the Board of Commissioners authorizes the funding of mandated lead service line replacements on both the public and private sides throughout the Authority’s Direct Service and Lease Managed areas; and be it further

**RESOLVED:** That the Board of Commissioners directs the Chief Financial Officer to recover such funds expended on mandated lead service line replacements on both the public and private sides in the towns and villages subject to Lease Managed agreements pursuant to the terms of the Authority's agreements regarding service of water to such towns and villages.

Ayes:

Noes:

11/21/24-KAG:alh

**ITEM 2 - AUTHORIZATION TO EXECUTE AN UPDATED REVOCABLE PERMIT FOR NON-COMMERCIAL USE OF UNIVERSITY FACILITIES WITH THE STATE UNIVERSITY OF NEW YORK AT BUFFALO RELATING TO CONTRACT NO. MP-086, BALL PUMPING STATION IMPROVEMENTS, PROJECT NO. 202000177**

Motion by      seconded by

**WHEREAS**, under Contract No. MP-086, the Erie County Water Authority (the “Authority”) is completing the design and construction of improvements to the Ball Pumping Station; and

**WHEREAS**, due to the size of the existing Authority-owned property as it relates to the existing facility, proposed infrastructure replacements and associated site improvements, additional property is needed temporarily for construction staging; and

**WHEREAS**, after a review of the adjacent properties, a small section of vacant land currently owned by the State University of New York at Buffalo (“SUNY Buffalo”) was identified immediately to the north of the Ball Pumping Station, and due to its size and proximity to the project, this property was deemed appropriate for construction staging; and

**WHEREAS**, since the property is owned by the State of New York, the Authority is required to execute a Revocable Permit for Non-Commercial Use of University Facilities (the “Permit”); and

**WHEREAS**, on July 21, 2022, the Authority’s Board of Commissioners approved the execution of the original Permit with a duration of October 1, 2022 through September 30, 2024, with an option to renew for one additional year; and

**WHEREAS**, due to unexpected delays, the original Permit duration will not be adequate to complete the project; and

**WHEREAS**, the Authority’s Engineering Department and SUNY Buffalo Staff have determined that the existing Permit be revised to reflect the current project schedule and extend the duration to June 30, 2027 with the execution of an Updated Revocable Permit; and

**WHEREAS**, the Updated Revocable Permit was developed by the State of New York and reviewed by both the Authority’s Engineering and Legal Departments and meets the needs of the Authority in terms of the Ball Pumping Station Improvements Project; and

**WHEREAS**, Michael J. Quinn, Sr. Distribution Engineer and Leonard F. Kowalski, Executive Engineer recommend executing the Updated Revocable Permit; and

**WHEREAS**, there is no fee associated with the Updated Revocable Permit;

**NOW, THEREFORE, BE IT RESOLVED:**

That the Board of Commissioners approves executing the Updated Revocable Permit relative to Contract No. MP-086; and be it further

**RESOLVED:** That the Chair is authorized to execute said the Updated Revocable Permit on behalf of the Authority.

Ayes:

Noes:

11/21/24:alh

**ITEM 3 - AUTHORIZATION TO INCORPORATE A PROJECT LABOR AGREEMENT IN THE CONTRACT DOCUMENTS OF BALL PUMP STATION PHASE 1 REHABILITATION, IDENTIFIED AS CONTRACT MP-086, PROJECT NO. 202000177**

Motion by                      seconded by

**WHEREAS**, on June 18, 2020, the Erie County Water Authority (the “Authority”) Board of Commissioners (the “Board”) approved a resolution to enter into a professional service agreement with Arcadis of New York, Inc. (“Arcadis”) to provide engineering and consulting services relating to Phase I of the rehabilitation of the Ball Pump Station, identified as Contract No. MP-086 (the “Agreement”); and

**WHEREAS**, on June 16, 2022, the parties executed Amendment No. 1 to the Agreement to amend the scope of services and increase the Engineer’s fees; and

**WHEREAS**, on September 20, 2023, the parties executed Amendment No. 2 to the Agreement to include additional Special Services funding to conduct a feasibility study to evaluate alternative contracting methods for the construction phase of the Agreement including development of a Project Labor Agreement (“PLA”); and

**WHEREAS**, pursuant to New York Public Authorities Law §1069, Authority projects for public works with a cost in excess of \$500,000.00 require separate specifications for work performed relating to plumbing and gas fittings, steam heating, hot water heating, ventilating and air conditioning apparatus, and electric wiring and standard illuminating fixtures; and

**WHEREAS**, pursuant to New York Labor Law §222, a contract for a public work project undertaken pursuant to such a section shall not be subject to the requirement of separate specifications; and

**WHEREAS**, on March 21, 2024, the Board approved by resolution the findings of the Project Labor Agreement Feasibility Analysis regarding Ball Pump Station Phase 1 Rehabilitation and authorized the development and negotiation of the PLA; and

**WHEREAS**, the PLA’s final terms have been developed and negotiations have been conducted with the Buffalo and Niagara County Building & Construction Trade Council and trade unions (the “Unions”); and

**WHEREAS**, the Authority will not be a party to the PLA; and

**WHEREAS**, the PLA will be executed by the Unions and the selected prime contractor; and

**WHEREAS**, Michael J. Quinn, Senior Distribution Engineer and Leonard F. Kowalski, Executive Engineer recommend the Board authorizes the inclusion of the PLA in the contract documents;

**NOW, THEREFORE, BE IT RESOLVED:**

That the Board of Commissioners authorizes the inclusion of the PLA in the contract documents of the Ball Pump Station Phase 1 Rehabilitation.

Ayes:

Noes:

11/21/24-alh

**ITEM 4 - APPROVAL OF CHANGE ORDER NO. 1 OF HOHL INDUSTRIAL SERVICES, INC FOR RESIDUALS HANDLING UPGRADES, VAN DE WATER WATER TREATMENT PLANT, IDENTIFIED AS CONTRACT NO. GHD-008, PROJECT NO. 201900208 - \$450,000.00**

Motion by                      seconded by

**WHEREAS**, on July 22, 2021, the Erie County Water Authority's (the "Authority") Board of Commissioners approved a resolution to enter into a Contract with Hohl Industrial Services, Inc. (the "Contractor") for Residuals Handling Upgrades, Van de Water Water Treatment Plant, identified as Contract No. GHD-008 (the "Contract"); and

**WHEREAS**, the Contractor has submitted Change Order No. 1 in the sum of \$450,000.00 to increase Bid Item No. 4 Contingency Allowance for Miscellaneous Repair Work; and

**WHEREAS**, the reason for said change is to account for additional demolition effort, the employment of different demolition methods for newly discovered site conditions and the abatement of a layer of asbestos waterproofing material; and

**WHEREAS**, due to the unknown extent of additional work, the Contractor was requested to provide a time and materials cost estimate for the work; and

**WHEREAS**, Change Order No. 1 will compensate the Contractor up to \$450,000.00 for the additional work with the Authority's consulting engineers, GHD Consulting Services Inc., and the Authority's Engineering Department verifying all costs; and

**WHEREAS**, Michael J. Quinn, Senior Distribution Engineer and Leonard F. Kowalski, Executive Engineer recommend approval of said Change Order No. 1; and

**WHEREAS**, the Authority's 2024 Capital Budget includes funds for this project under Unit 2510 Eng/Const Van de Water, Item No. 101537 GHD-008 VDW WTP Residuals;

**NOW, THEREFORE, BE IT RESOLVED:**

That Change Order No. 1 of Hohl Industrial Services, Inc. in the amount of \$450,000.00 to provide for the abovementioned change be approved; and be it further

**RESOLVED:** That the Chair is authorized to execute said Change Order No. 1 on behalf of the Authority.

Ayes:

Noes:

11/21/24-alh

**ITEM 5 - APPROVAL OF AMENDMENT NO. 2 TO THE MATERIAL AND SUPPLIES CONTRACT WITH NEPTUNE TECHNOLOGY GROUP, INC. FOR THE FURNISHING AND DELIVERING OF WATER METERS AND APPURTENANCES FROM JANUARY 1, 2021 TO DECEMBER 31, 2023, PROJECT NO. 202000220**

Motion by                      seconded by

**WHEREAS**, , on January 21, 2021, the Erie County Water Authority's (the "Authority") Board of Commissioners (the "Board") awarded Neptune Technology Group, Inc. ("Neptune") a material and supplies contract to furnish and deliver water meters and appurtenances to the Authority for a three year term (the "Contract"); and

**WHEREAS**, the Contract provides for various water meters and appurtenances to be delivered to the Authority, as ordered, from January 1, 2021 through December 31, 2023; and

**WHEREAS**, in accordance with Article 1, Paragraph 1.04 of the Contract, the parties may agree in writing to extend the term of the Contract for two additional one (1) year terms, under the same terms and conditions or under terms and conditions acceptable to the Authority; and

**WHEREAS**, on November 16, 2023, the Authority and Neptune entered into Amendment No. 1 to the Contract to extend the Contract through December 31, 2024 with amended unit pricing; and

**WHEREAS**, the parties wish to extend the term of the Contract for the second one-year term, from January 1, 2025 through December 31, 2025, with the pricing set forth in Amendment No. 1; and

**WHEREAS**, in accordance with Article 5, Paragraph 5.02 of the Contract, any modification or variation from the terms of the Contract must be in writing, authorized by a resolution of the Board, and signed by all parties; and

**WHEREAS**, Joyce A. Tomaka, Chief Financial Officer, recommends that the Authority amend the Contract by extending the term of the Contract to December 31, 2025 with the pricing set forth in Amendment No. 1; and

**WHEREAS**, the Authority's O&M Budget includes funds for this project under Unit 4020 Customer Service and Billing, Item No. 19 Payments to Contractors - Other;

**NOW, THEREFORE, BE IT RESOLVED:**

That the Board approves amending the Contract with Neptune Technology Group, Inc. by extending the term of the Contract to December 31, 2025 with the pricing set forth in Amendment No. 1; and be it further

**RESOLVED:** That the Chair is authorized to execute Amendment No. 2 on behalf of the Authority.

Ayes:

Noes:

11/21/24-alh

**ITEM 6 - APPROVAL OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH U.S. TRAFFIC CONTROL, LLC FOR EMERGENCY TRAFFIC EQUIPMENT CONTROL RENTAL AND RELATED SERVICES, IDENTIFIED AS CONTRACT NO. UST-001, PROJECT NO. 202100135**

Motion by                      seconded by

**WHEREAS**, on December 22, 2021 the Erie County Water Authority's (the "Authority") Board of Commissioners (the "Board") awarded U.S. Traffic Control, Inc. a professional services agreement for emergency traffic equipment control rental and related services (the "Agreement") for a four-year term, beginning January 1, 2022; and

**WHEREAS**, the Agreement provides for services to be provided to the Authority, as described in the Agreement, from January 1, 2022 through December 31, 2025; and

**WHEREAS**, on April 5, 2024, U.S. Traffic Control, LLC (the "Contractor") purchased the assets, including the Agreement, of U.S. Traffic Control, Inc.; and

**WHEREAS**, on June 5, 2024, the Authority and the Contractor entered into Amendment No. 1 to reflect the change in corporate structure and to add rental terms for vertical panels; and

**WHEREAS**, in accordance with Article 4, Paragraph 4.02 of the Agreement, any modification or variation from the terms of the Agreement must be in writing, authorized by a resolution of the Board and signed by all parties; and

**WHEREAS**, the Authority has requested that the Contractor provide traffic control work zone plan design services ("Plan Services") for permits which will be pursued and obtained, with approval, by the Authority and the Contractor has agreed to provide same at a rate of \$600.00 per plan; and

**WHEREAS**, the Contractor has agreed to supply any revisions to said Plan Services that are required after submission for permit approval at a rate of \$110.00 per hour; and

**WHEREAS**, the Authority has requested that the Contractor provide detour signage, and the Contractor has agreed to provide same at a rate of \$12.00 per square foot, which includes the rental of signs, stands, and sandbags for the detour signs and setup and pickup; and

**WHEREAS**, the Authority's Executive Engineer finds the fee structure for these services to be reasonable; and

**WHEREAS**, the Authority's 2024 O&M Budget includes funds for this project under Unit 2010 Line Maintenance, Item No. 16 Payments to Contractors - Rental;

**NOW, THEREFORE, BE IT RESOLVED:**

That the Board approves amending the Agreement with U.S. Traffic Control, LLC to provide Plan Services for permits which will be pursued and obtained, with approval, by the Authority at a rate of \$600.00 per plan; and be it further

**RESOLVED:** That the Board approves amending the Agreement with U.S. Traffic Control, LLC to provide revisions to said Plan Services that are required after submission for permit approval at a rate of \$110.00 per hour; and be it further

**RESOLVED:** That the Board approves amending the Agreement with U.S. Traffic Control, LLC to provide detour signage at a rate of \$12.00 per square foot, which includes the rental of signs, stands, and sandbags for the detour signs and setup and pickup; and be it further

**RESOLVED:** That the Chair is authorized to execute said Amendment No. 2 on behalf of the Authority.

Ayes:

Noes:

11/21/24-alh

**ITEM 7 - APPROVAL OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CORPORATE SCREENING & INVESTIGATIVE GROUP, LLC TO RENDER PRE-EMPLOYMENT BACKGROUND INVESTIGATION AND NATIONAL COMPREHENSIVE REPORTS, IDENTIFIED AS CONTRACT NO. CSI-001, PROJECT NO. 202200018**

Motion by                      seconded by

**WHEREAS**, on January 20, 2022, the Erie County Water Authority's (the "Authority") Board of Commissioners (the "Board") approved a resolution to enter into a Professional Services Agreement with Corporate Screening & Investigative Group, LLC (the "Consultant") to render Pre-Employment Background Investigation Services and National Comprehensive Reports, identified as Contract No. CSI-001 (the "Agreement"); and

**WHEREAS**, the Agreement provided for certain investigative services to be conducted for the Authority, as ordered, from January 20, 2022 through January 19, 2025; and

**WHEREAS**, on April 20, 2023, the Authority and the Consultant entered into Amendment No. 1 to the Agreement to provide additional consulting and security services to the Agreement; and

**WHEREAS**, on November 16, 2023, the Authority and the Consultant entered into Amendment No. 2 to the Agreement increasing the unit price payments for background investigative services; and

**WHEREAS**, in accordance with Article 5, Paragraph 5.01 of the Agreement, the parties may agree in writing to extend the term of the Agreement for two additional one (1) year terms, under mutually agreed upon terms and conditions; and

**WHEREAS**, in accordance with Article 3, Paragraph 3.02 of the Agreement, no modification or variation from the terms of the Agreement shall be effective unless it is in writing and authorized by a resolution of the Board and signed by all parties; and

**WHEREAS**, the parties wish to extend the Agreement for an additional one (1) year term from January 20, 2025 through January 19, 2026, upon the same terms and conditions, including price, as set forth in the Agreement, as amended; and

**WHEREAS**, the Authority's O&M Budget includes funds for this project under Unit 6000 Secretary to the Authority, Item No. 19 Payments to Contractors - Other;

**NOW, THEREFORE, BE IT RESOLVED:**

That Board approves amending the Agreement with Corporate Screening & Investigative Group, LLC. by extending the Agreement for an additional one (1) year term from January 20, 2025 through January 19, 2026, upon the same terms and conditions, including price, as set forth in the Agreement, as amended; and be it further

**RESOLVED:** That the Chair is authorized to execute Amendment No. 3 on behalf of the Authority.

Ayes:

Noes:

11/21/24-alh

**ITEM 8 - RATIFICATION OF THE INSTALLATION OF WATER DISTRIBUTION SYSTEM REPLACEMENTS AND IMPROVEMENTS AND RETIREMENT OF EXISTING WATER INFRASTRUCTURE - VARIOUS LOCATIONS**

Motion by                      seconded by

**WHEREAS**, the Engineering Department of the Erie County Water Authority (the "Authority") advises the Authority's Board of Commissioners (the "Board") of recently completed water distribution system improvement projects within the Authority's Direct Service areas; and

**WHEREAS**, these projects involve the installation and/or replacement of pipes, valves and hydrants of the Authority as well as the abandonment of the existing assets and removal of them from the Authority's inventory that have been developed and designed by the Engineering Department; and

**WHEREAS**, the new assets, in some cases replace existing Authority assets and the action to replace and retire assets require Board approval, are as follows:

Main repair and the replacement of two existing hydrants on Harlem Road between Northern Parkway and Genesee Street, Town of Cheektowaga. Work done by ECWA forces under Work Authorization No. 107.200 7317.

Replacement of approximately 220' of existing 20" watermain and approximately 20' of 8" watermain at the intersection of Ridge Road and Orchard Park Road, Town of West Seneca. Work done by ECWA forces under Work Authorization No. 107.200 7334; and

**WHEREAS**, Michael J. Quinn, Senior Distribution Engineer and Leonard F. Kowalski, Executive Engineer ratifies said installations and work;

**NOW, THEREFORE, BE IT RESOLVED:**

That the Board of Commissioners of the Authority approve the retirement of the abovementioned water infrastructure at the abovementioned locations; and be it further

**RESOLVED:** That the installation of the water distribution system replacements and improvements in the abovementioned locations, as part of the Authority's continuing program to improve its facilities is hereby approved, ratified and confirmed.

Ayes:

Noes:

11/21/24-alh

**ITEM 9 - RATIFICATION OF THE INSTALLATION OF HYDRANTS AND VALVES AND RETIREMENT OF EXISTING HYDRANTS AND VALVES - VARIOUS LOCATIONS**

Motion by                      seconded by

**WHEREAS**, the Engineering Department of the Erie County Water Authority (the "Authority") advised that hydrants and valves were installed as part of the Authority's program to keep pace with improvements in firefighting technology, as follows:

Replaced existing 5' hydrant at 4226 Bayview Road, Town of Hamburg with a new 5' Kennedy K81 hydrant on 01/10/2024. Work done by ECWA forces under Work Authorization No. 107.200 7460.

Hydrant originally installed prior to 07/14/2011 was scrapped and retired under Retirement Authorization No. R240047.

Replaced existing 6" valve at 616 Huth Road, Town of Cheektowaga with a new 6" resilient seat valve on 09/30/2024. Work done by ECWA forces under Work Authorization No. 107.200 7456.

Valve originally installed in 1942 was scrapped and retired under Retirement Authorization No. R240045.

Replaced existing 5' hydrant at 1295 French Road, Town of Cheektowaga with a new 5' Kennedy K81 hydrant on 10/02/2024. Work done by ECWA forces under Work Authorization No. 107.200 7455.

Hydrant originally installed in 1970 was scrapped and retired under Retirement Authorization No. R240044.

Replaced existing 6" valve at 200 Center Road, Town of West Seneca with a new 6" resilient seat valve on 10/03/2024. Work done by ECWA forces under Work Authorization No. 107.200 7458.

Valve originally installed in 1965 was scrapped and retired under Retirement Authorization No. R240046.

Installed a new 12" resilient seat valve at 3550 Genesee Street, Town of Cheektowaga on 10/09/2024. Work done by ECWA forces under Work Authorization No. 107.200 7457.

Installed a new 2" blow off at 15 Montfort Drive, Town of Cheektowaga on 10/22/2024. Work done by ECWA forces under Work Authorization No. 107.200 7463.

Replaced existing 5' hydrant at 8520 Goodrich Road, Town of Clarence with a new 5' Kennedy K81 hydrant on 10/22/2024. Work done by ECWA forces under Work Authorization No. 107.200 7461.

Hydrant originally installed prior to 10/01/1999 was scrapped and retired under Retirement Authorization No. R240048.

Installed a new 2" blow off at 65 Terry Lane, Town of Cheektowaga on 10/24/2024. Work done by ECWA forces under Work Authorization No. 107.200 7462; and

**WHEREAS**, Leonard F. Kowalski, Executive Engineer ratifies said installations and work;

**NOW, THEREFORE, BE IT RESOLVED:**

That the Board of Commissioners of the Authority approve the retirement of the abovementioned hydrants and valves at the abovementioned locations; and be it further

**RESOLVED:** That the installation of the new hydrants and valves in the abovementioned locations, as part of the Authority's continuing program to improve its facilities is hereby approved, ratified and confirmed.

Ayes:

Noes:

11/21/24-alh

**ITEM 10 - AUTHORIZATION TO AMEND POLICY NO. 97 PARKING REIMBURSEMENT OF THE ERIE COUNTY WATER AUTHORITY'S EMPLOYEE POLICY AND PROCEDURES MANUAL**

Motion by       seconded by

**WHEREAS**, on March 24, 2022, the Erie County Water Authority's (the "Authority") Board of Commissioners (the "Board") approved a resolution to adopt Policy No. 97.0 Parking Reimbursement of the Employee Policy and Procedures Manual; and

**WHEREAS**, on October 20, 2022, the Authority adopted a revised Employee Policies and Procedures Manual which included Policy 97 Parking Reimbursement; and

**WHEREAS**, Policy No. 97 establishes guidelines to cover parking reimbursement to all Authority employees assigned to the Authority's Ellicott Square Office up to \$75 per month; and

**WHEREAS**, Jessica R. Brown, Comptroller, submitted an amendment to Policy No. 97 Parking Reimbursement with an increase in the reimbursement rate, now offering up to \$100 per month, to the Governance Committee and recommended amending Policy No. 97 Parking Reimbursement; and

**WHEREAS**, the Governance Committee reviewed and recommended to the Board of Commissioners to amend Policy No. 97 Parking Reimbursement;

**NOW THEREFORE BE IT RESOLVED:**

The Authority's Board of Commissioners approves amending Policy No. 97 Parking Reimbursement; and be it further

**RESOLVED:** That the Secretary is hereby directed to incorporate the amended Policy No. 97 Parking Reimbursements into the Authority's Employee Policies and Procedures Manual.

Ayes:

Noes:

11/21/24-alh

**ITEM 11 - AUTHORIZATION TO ADOPT POLICY NO. 98 NOTICE TO EMPLOYEE AND INCORPORATE INTO THE ERIE COUNTY WATER AUTHORITY'S EMPLOYEE POLICIES AND PROCEDURES MANUAL**

Motion by                      seconded by

**WHEREAS**, on October 20, 2022, the Erie County Water Authority (the “Authority”) adopted a revised Employee Policies and Procedures Manual; and

**WHEREAS**, on September 4, 2024, the Governor of New York State signed a bill amending New York State Public Officers Law § 87 to include an additional subdivision, § 87 (6); and

**WHEREAS**, New York State Public Officers Law § 87 (6) requires that public agencies, including public authorities, develop a policy regarding providing a notification to public employees in the event that the agency is responding to a request for such employee’s disciplinary records; and

**WHEREAS**, the Authority’s Legal Department drafted Policy No. 98 Notice to Employee to comply with New York State Public Officers Law § 87 (6); and

**WHEREAS**, Terrence D. McCracken, Secretary to the Authority submitted Policy No. 98 Notice to Employee to the Governance Committee and recommended its adoption; and

**WHEREAS**, the Governance Committee reviewed and recommended to the Board of Commissioners the adoption of Policy No. 98 Notice to Employee;

**NOW, THEREFORE, BE IT RESOLVED:**

The Authority’s Board of Commissioners adopt Policy No. 98 Notice to Employee; and be it further

**RESOLVED:** That the Secretary is hereby directed to incorporate the newly adopted Policy No. 98 Notice to Employee into the Authority’s Employee Policies and Procedures Manual.

Ayes:

Noes:

11/21/24-alh

## **ITEM 12 - AUTHORIZATION TO AMEND THE ERIE COUNTY WATER AUTHORITY'S TARIFF**

Motion by                      seconded by

**WHEREAS**, the Act creating the Erie County Water Authority (the “Authority”) and the General Bond Resolutions establishing issuance of all Authority bonds mandate: that the Authority maintain rates and fees sufficient to operate and maintain the waterworks system; to pay the principal and interest on its Revenue Bonds as they become due and payable; and to maintain reserves for capital improvements as well as for all obligations and indebtedness of the Authority; and

**WHEREAS**, the Authority's Executive and Senior Staff have the responsibility to review, analyze and make recommendations relative to charges and procedures contained in the Authority's Tariff; and

**WHEREAS**, Terrence D. McCracken, Secretary to the Authority, Mark S. Carney, General Counsel, Joyce A. Tomaka, Chief Financial Officer and Charles E. Eaton, Chief Operating Officer have reviewed the above recommendations and changes and concur with them; and

**WHEREAS**, after considering all the above recommendations, the Authority has determined that for the best interest of the public to maintain its quality water supply that the Tariff should be amended as set forth in the attached Schedule "A";

### **NOW, THEREFORE, BE IT RESOLVED:**

That the Authority's Tariff, as previously amended, is hereby revised and amended in accordance with Schedule "A" attached hereto and made part hereof, to become effective at 12:01 a.m. January 1, 2025; and be it further

**RESOLVED:** That the Secretary to the Authority is hereby authorized and directed to file in the office of the Clerk of the County of Erie a duly certified copy of this resolution along with a copy of the revised pages to the Tariff and to publish notification of the amendments authorizing the abovementioned changes in two newspapers having a general circulation in the County pursuant to Section 1054, Subdivision 10, of the Public Authorities Law; and be it further

**RESOLVED:** That the Secretary to the Authority, is further directed to forward a copy of this resolution along with a copy of the revised pages of the Tariff to the Town, Village or City Clerks of each of the towns, villages or cities receiving water from the Authority and that the Secretary to the Authority is further directed to furnish a duly certified copy of this resolution along with a copy of the revised pages of the Tariff to all Fiscal Agents named in the Authority's Bond Resolutions; and be it further

**RESOLVED:** The Board of Commissioners directs the Secretary of the Authority to post the amended Tariff on the Authority's website.

Ayes:

Noes:

11/21/24-alh

## **SCHEDULE "A"**

### **AMENDMENTS TO THE ERIE COUNTY WATER AUTHORITY'S TARIFF TO BECOME EFFECTIVE AT 12:01 A.M. JANUARY 1, 2025**

**UNDERLINED PORTIONS INDICATE NEW MATERIAL  
STRIKETHROUGH TEXT INDICATE DELETIONS**

## **ERIE COUNTY WATER AUTHORITY**

### **T A R I F F**

THE RULES AND REGULATIONS HEREIN PRESCRIBED WERE FIRST ADOPTED BY THE ERIE COUNTY WATER AUTHORITY AT A MEETING HELD ON DECEMBER 8, 1953, TO BECOME EFFECTIVE DECEMBER 23, 1953, AND WERE THEREAFTER DULY AMENDED BY PREVIOUS RESOLUTIONS OF THE AUTHORITY AND ADVERTISED PURSUANT TO SECTION 1054, SUBDIVISION 10 OF THE PUBLIC AUTHORITIES LAW OF THE STATE OF NEW YORK, MOST RECENTLY ADOPTED BY RESOLUTION NOVEMBER ~~16~~21, 2023~~4~~5 TO BECOME EFFECTIVE JANUARY 1, 2024~~5~~5.

### **1.15 PUBLIC FIRE PROTECTION SYSTEM**

Shall mean appropriate production, distribution, and storage facilities, water mains, pipes, hydrants and other facilities installed in a street and used for the public protection of premises from fire.

### **1.16 SHARED METER**

Shall mean any meter that measures water usage at a premises occupied or under the legal control of a customer and also measures service to other space outside the control of that same customer.

### **1.17 STREET**

Shall include every right-of-way or place of whatever nature customarily used by the public as a matter of right, not including private rights of way or real estate under development.

### **1.18 WATER SERVICE CONNECTION**

Shall mean the facilities and equipment used to supply water to any premises and which are installed within the limits of the street between the main and the property line of the premises to be served.

### **1.19 BASE SYSTEM FEE**

Shall mean the cost of providing water to an active service address for all Small Meter, Large Meter and Public Corporation and Special Improvement Districts customers as listed under Section 13

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### **1.20 INFRASTRUCTURE INVESTMENT CHARGE**

Shall mean the charge assessed to an active service address for all Small Meter, Large Meter and Public Corporation and Special Improvement Districts customers as listed under Section 13 to help fund the annual system wide infrastructure investment program.

### **1.21 TOTAL WATER CHARGES**

Shall mean the sum of the base system fee plus the infrastructure investment charge.

2. Upon the execution of a contract, known as a bulk sales agreement, the Authority will furnish a supplemental supply of water for all purposes within the territorial limits of public corporations or special improvement districts, which own or are connected to an independent source of water supply as provided in paragraphs 2.12 to 2.15 inclusive, subject to approval by the New York State Department of Health and New York State Department of Environmental Conservation, Office of Environmental Analysis.

#### **C. LEASE MANAGED AREAS**

1. Service will be provided to domestic, industrial, and commercial customers within Special Improvement Districts and Villages whose facilities are leased to the Authority as provided in paragraphs 2.16 to 2.22~~4~~ inclusive.

#### **D. TEMPORARY OR OCCASIONAL SERVICE**

1. Water will be provided on a temporary basis as specified in paragraphs 2.23~~2~~ to 2.27~~6~~ inclusive.

#### **E. FIRE PROTECTION**

1. Private Fire Protection will be provided as specified in Section 7.00.
2. Public Fire Protection will be provided as specified in Section 8.00.

#### **F. MISCELLANEOUS**

1. Miscellaneous service will be provided as outlined in paragraph 2.28~~7~~.

### **SERVICE OF WATER FROM EXISTING MAINS APPROPRIATE TO THE SERVICE REQUESTED**

- 2.03** The Authority will provide the service of water to the owner for any premises which fronts and is numbered on any street in which there is installed an Authority owned main appropriate to the service requested which extends across the full frontage of the premises to be served.
- 2.04** The requirement that a main extend across the full frontage of the premises to be served may be waived by the Authority where it appears to the satisfaction of the Authority that such existing main without further extension will satisfactorily serve present and future requirements of both the applicant and the Authority.

governing board of Special Improvement Districts to lease and operate the water distribution system and other facilities of the District, upon such terms and conditions and subject to such rates and charges as may be mutually agreed upon, not inconsistent with the Rules and Regulations herein prescribed, and in conformity with the provisions of any bond resolution heretofore or hereafter adopted by the Authority, as such resolution may be supplemented or amended from time to time, for so long as any bonds issued by the Authority pursuant to such resolution remain outstanding.

- 2.17** The service of water by the Authority to existing and future customers of a Special Improvement District will be rendered upon receipt of a written application therefore from each customer, on a form to be furnished by the Authority, provided that this water service does not prejudice existing customers.
- 2.18** The governing board of all Special Improvement Districts shall covenant to the Authority that its mains, pumping stations, storage tanks, cross-connection control program and other facilities for the distribution of water within its territorial limits are and will continue to be able to provide for an adequate and safe supply of water at proper pressures for domestic, commercial, and industrial use as well as for public and private fire protection. The governing board will annually re-certify the same to the Authority by April 1 of each year.
- 2.19** Special Districts will indemnify the Authority for any and all claims brought against the Authority for damages due to a deficiency or failure in the supply of water, changes in water pressure, or bursting or breaking of any main or service pipe, including claims brought for damages to person, property or incidentally, due to causes reasonably beyond the Authority's control or through ordinary negligence.

## **LEASE AND OPERATION BY THE AUTHORITY OF FACILITIES OF VILLAGES**

- 2.2019** When determined by the Authority to be economically feasible, the Authority will, subject to the provisions of Section 11-1128 of the Village Law, enter into a contract with the governing board of the Village to lease and operate the water distribution system and other facilities of the Village, upon such terms and conditions and subject to such rates and charges as may be mutually agreed upon, not inconsistent with the Rules and Regulations herein prescribed, and in conformity with the provisions of any bond resolution heretofore or hereafter adopted by the Authority, as such resolution may be supplemented or amended from time to time, for so long as any bonds issued by the Authority pursuant to such resolution remain outstanding.
- 2.210** The service of water by the Authority to existing and future customers of a Village will be rendered upon receipt of a written application therefore from each customer, on a form to be furnished by the Authority, provided that this water service does not prejudice existing customers.
- 2.224** The governing board of all Villages shall covenant to the Authority that its mains, pumping

stations, storage tanks, cross-connection control program and other facilities for the distribution of water within its territorial limits are and will continue to be able to provide for an adequate and safe supply of water at proper pressures for domestic, commercial, and industrial use as well as for public and private fire protection.

## TEMPORARY OR OCCASIONAL SERVICE OF WATER

**2.232** The service of water to a premises prior to occupancy by a customer will be provided to builders, contractors, developers and owners for water during construction or for the service of water in display houses prior to sale, upon the payment of the applicable charge for the size of water service connection to be installed as prescribed in subparagraph A of paragraph 13.01 and upon payment of the quarterly average water usage for like-sized meters (Service Classification No. 1), in advance, and thereafter for each subsequent quarter, until such time as an owner or occupant of the premises is served therefrom.

**2.243** The Authority may permit connections to be made to its mains to obtain a supply of metered water for hauling in tankers. The applicant may be required to install, at its own cost and expense, a suitable meter housing and all necessary piping, fittings, valves, and couplings to receive the meter and backflow prevention devices. The applicant shall also obtain all necessary permits and consents to construct and maintain the meter housing. Upon receipt of the deposit provided for in paragraph 14.05 hereof, the Authority will furnish, install, and maintain the meter, meter couplings and backflow prevention device.

**2.254** The Authority will issue permits allowing persons to take water from:

A. Hydrants- after receipt of the proper application and advance payment of deposits and fees as specified in paragraph 14.05 and 14.06.

—The person must apply annually for the permit and pay a deposit as specified in paragraph -14.05 for a meter and backflow device and must also pay a fee as specified in paragraph -14.06 to cover the costs of the Authority administrating the hydrant permit program. The —fee as specified in paragraph 14.06 is waived for municipalities that receive service under —a Direct Service or Lease Management agreement with the Authority. If the permit is for —the use of multiple hydrants, the permit holder agrees to inform the Authority of the new —location each time the device is moved from one hydrant to another. All water used will —be billed at the rates set forth in Service Classification No. 1-A and at a frequency to be determined by the Authority.

Failure of the permit holder to inform the Authority of the new location of the device or any use of hydrants beyond those covered by a permit is prohibited as described in paragraph 11.02 and shall constitute a misdemeanor, punishable by fine or imprisonment up to 30 days, as set forth in Section 1054 (10) of the Public Authorities Law. Unauthorized hydrant use will be subject to a charge equal to the estimated water used and other actual costs incurred by the Authority, and as specified in paragraph 14.13. If any device is not returned or is returned in damaged condition, the cost of replacement or repair will be billed to the customer as listed in paragraph 14.07.

B. Designated locations by tanker truck after receipt of the proper application and advance payment of fees as specified in paragraphs 14.05, 14.06 and 14.12.

The Authority will also permit tank truck filling of metered water with backflow protection at designated locations. The applicant will register with a Customer Service Representative and pay a deposit and fee as specified in paragraphs 14.05, 14.06 and 14.12. The registration fee under paragraph 14.12 is annual.

All water used will be billed at the rates set forth in Service Classification No. 3-A and at a frequency to be determined by the Authority.

**2.265** The temporary or occasional service of water will be provided for construction jobs, fairs, circuses, military installations, emergency inter-system connections and the temporary service of water to a premises or property on which no permanent structure is or has been erected after receipt of the proper application and advance payment of fees and deposits as specified in paragraphs 13.01, 14.05 and 14.06.

**2.276** The temporary or occasional service of water to a premises will be provided from existing mains of the Authority appropriate to the service requested, upon private rights-of-way (other than streets or highways) after receipt of the proper application and advance payment of fees as specified in paragraphs 13.02, 14.05 and 14.06.

### **MISCELLANEOUS SERVICE**

**2.287** Whenever application is made for any service or facility of the Authority not herein specifically provided for, the same may be provided in the discretion of the Authority but subject to such terms and conditions as the Authority may in each circumstance prescribe by resolution.

### **GENERAL RULES SUPPLY OF WATER**

**2.298** The Authority 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 the water in its mains for the purpose of making repairs or extensions, or for other purposes, and it is expressly agreed that the Authority shall not be liable for (1) a deficiency or failure in the supply of water, or (2) any changes in water pressure, or for any damages caused thereby, or by the bursting or breaking of any main or service pipe or any attachment to the Authority's property. All customers having boilers, hot water heaters, interior piping, etc. upon their premises depending upon the pressure in the Authority's pipes to keep them supplied, are cautioned against danger of collapse or bursting and all such damage shall be borne exclusively by the customers. In case the supply of water shall be interrupted or irregular or defective or improperly supplied or fail for any reason, from causes beyond its control or through ordinary negligence, the Authority will not be liable for damages to person, property, or incidentally.

**2.3029** In the interest of public health, the Authority will not 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. In conformance with Part 5 of the New York State Sanitary Code, the Authority has implemented a Cross Connection Control Program and shall not 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 any other matter which might flow back into the Authority's service pipe or mains and consequently endanger the water supply without the installation of a proper backflow prevention device as specified by the New York State Department of Health, at a location approved by the Authority. All present and/or future customers who present the potential danger of being in violation of the New York State Sanitary Code shall install a backflow prevention device at their expense, in accordance with the Authority Cross Connection Control Program policy. A copy is available for review at the Authority's Service Center. After fulfilling the aforementioned requirement, the device is to be tested annually by a certified tester, in compliance with the Public Water Supply Guide, Cross Connection Control, at the customer's sole expense and shall provide the Authority with a certification of said test. The customer shall retain the services of an independent certified tester. A current list of certified testers is available from the Authority or the Erie County Health Department.

- 2.310** When determined by resolution of the Authority to be essential to the protection of the public health, safety and welfare in periods of drought or emergency, the Authority reserves the right to restrict, curtail or prohibit the use of water for secondary purposes i.e. landscaping/lawn irrigation, car washing or filling swimming pools, etc., and shall have the right to fix the hours and periods when water may be used for such purposes.

### **DISCONTINUANCE OF WATER SERVICE**

- 2.324** Water service may be discontinued by the Authority for any one of the following reasons:
- A. 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 the place reserved therefor.
  - B. Willful waste by use of water through improper and imperfect pipes, or by other means.
  - C. For molesting or tampering with any service pipes, seal, meter or other appliance owned by the Authority.
  - D. For non-payment of bills for water or services rendered by the Authority in accordance with these Rules and Regulations.
  - E. For cross-connecting pipes carrying water supplied by the Authority with any other source of supply or with any apparatus which may endanger the quality of the Authority's water supply.
  - F. For refusal of reasonable access to the property for the purpose of reading, repairing,

replacing, testing or removing meters or backflow preventers or observing water pipes and other fixtures.

- G. For the furnishing or receiving of a supply of water from another premises.
- H. For failure to properly operate and maintain all customer owned facilities including but not limited to service pipes, meter pits, tile settings, backflow preventer enclosures and backflow prevention devices.
- I. For violation of any of the Rules and Regulations of the Authority as filed with the County Clerk of Erie County.

**2.332** Where two or more premises have been supplied with water prior to April 15, 1970, through one service pipe under the control of one curb stop, such service shall continue; however, if any of the parties so supplied shall violate any of the Rules and Regulations provided for herein, the Authority reserves the right to apply the foregoing shut-off regulations to the joint service line, excepting that such action shall not be taken until the innocent customer who is not in violation of the Authority's Rules and Regulations has been given reasonable opportunity to attach the service pipe leading to his premises to a separately controlled service connection.

**2.343** Any customer may discontinue water service by giving the Authority advance notice not less than ten (10) days prior to the discontinuance and all liability for charges for service rendered after the discontinuance of service as herein provided for shall cease. The Authority may require the customer to give such advance notice in writing.

### **RESTORATION OF SERVICE**

**2.354** When water service to any premises has been turned off upon the order of the customer or for any of the reasons specified in paragraph 2.324 hereof and service at any premises is again desired by the same customer, a service charge of will shall be made as specified in paragraph 14.10 for the restoration of services providing the discontinuance of service has required only the removal of the Authority's equipment from the customer's premises, the closing of the curb stop or turning off the water elsewhere not involving any unusual expense. If, however, by the willful acts of the customer, it becomes necessary to shut off or disconnect the service pipe at the Authority's main, the charge to the customer for restoration of service will be the actual cost incurred by the Authority incident to the disconnection and reconnection of the service pipe.

**2.365** Upon receipt of an application for a new service or for reinstatement of an existing service, the Authority will assume, and the customer warrants, that the piping and fixtures which the service will supply are in proper order to receive the same, ~~and the Authority will~~ shall not be liable in any event, from causes beyond its control or through ordinary negligence, including but not limited to, for any accident, break or leakage, or damage caused thereby, arising in connection with the supply of water or failure to supply the same. Accordingly, the

Authority will not be liable for damages to person, property or incidentally as a result of any such event.

## **CHANGE OF OCCUPANCY**

**2.376** The customer shall notify the Authority in advance of any change in occupancy. The Authority may require the customer to give such advance notice in writing. No adjustment of bills will be made by the Authority as between previous and current owners. No rebate will be given for unoccupied premises unless notice of non-occupancy is provided as required in the paragraph numbered ~~2.343~~ hereof.

## **FORMS**

**2.387** All applications, contracts, agreements and any other forms required in connection with the Rules and Regulations prescribed herein shall be in the form and shall contain such general conditions, provisions and terms as the Authority shall approve. Copies of all such forms shall be on file at the office of the Secretary to the Water Authority.

## **ACCESS TO PREMISES**

**2.398** The customer shall grant identified Authority employees or agents access to the premises at reasonable times for purposes of installing, reading, inspecting, repairing meters, to turn service on or shut service off, and any inspection or service necessary as deemed by the Authority. Refusal to cooperate will be grounds for discontinuance of service, as provided in paragraph ~~2.324~~ (f).

### **3.00 APPLICATIONS**

- 3.01** All applications for the use of water or for other services and facilities shall be made in writing on forms furnished by the Authority, and the applicant shall furnish such maps, plans and surveys and further information with respect to the premises and the service requested as may be required by the Authority. An application for service shall be accepted only from the owner or authorized agent of each premises or part thereof where the service of water is to be metered and billed.
- 3.02** The receipt of an application shall not obligate the Authority to render, perform or provide the service requested until the applicant shall have complied with the Rules and Regulations herein provided and shall have paid the applicable charges herein prescribed for the service requested.
- 3.03** On acceptance by the Authority, the application shall constitute a contract between the Authority and the applicant, obligating the applicant to pay the Authority's established rates and charges and to comply with its Rules and Regulations. Acceptance of water service and/or payment of a rendered billing constitutes a completed application in the absence of a completed application form.
- 3.04** A separate application shall be made for each premise or part thereof where the service of water is to be metered and billed to a customer. When applicable, an account origination fee as specified in paragraph 14.01 will be assessed for each application.
- 3.05** No agreement will be entered into by the Authority with any applicant for water or other service and facilities until all amounts due from the applicant which are in arrears shall have been paid.
- 3.06** Whenever a person, Public Corporation or Special Improvement District shall make application to the State of New York Department of Environmental Conservation, Office of Environmental Analysis for its approval to take a water supply or an additional water supply from the Authority or from a Public Corporation or Special Improvement District which is then supplied by the Authority, the applicant shall file with the Authority on or before making such application to the said Department of Environmental Conservation, Office of Environmental Analysis a true copy of its petition, maps, plans, engineering reports, exhibits and other papers filed in support of its application.
- 3.07** Whenever the owner or operator of a trailer park, condominium, patio home or open development applies for the service of water to the said facility, there shall be furnished to the Authority a map or plan thereof showing its location, the estimated number of units to be accommodated and the arrangement of roads, driveways and lanes affording access to and within the limits of the said facility. The use of water delivered to the applicant shall be confined to the service of water to the units and/or service building located within the said facility and shall not be used to furnish water to any other structure or premises.

## **4.00 INSTALLATION OF WATER SERVICE CONNECTIONS**

- 4.01** On and after the effective date hereof, whenever application is made for the service of water (except the type of service provided in the paragraphs hereof numbered ~~2.243~~ to ~~2.276~~ inclusive), the applicant will be required to pay the connection charge prescribed in paragraph 14.14 for every installation of a water service connection required for the service of water to a premise or any part thereof. Payment of the connection charge will not be required for service to lots whose water service connections are not installed by the Authority.
- 4.02** A water service connection, including a curb box and curb stop shall be required for each premises where the total quantity of water delivered and furnished thereto is to be billed and metered to a single customer. If, however, the quantities of water furnished to a premises are to be separately and individually metered and billed by the Authority to the several occupants thereof, then a separate water service connection, including a curb box and curb stop shall be installed for the delivery of water to each part of such premises.
- 4.03** Upon acceptance of a proper application from an owner of any premises and upon payment of the applicable charge for the size of a service to be installed as prescribed in paragraph 14.14, the Authority will furnish, place, construct, operate, maintain and when necessary, replace, at its own cost and expense, the water service connection to the Authority's main. Easements and Certificates of Title issued by a title company licensed by the State of New York acceptable to the Authority shall be furnished at the applicant's expense when necessary for all water service installations. All water service connections and appurtenances thereto installed by the Authority shall remain the property of the Authority.
- 4.04** At its own expense, the applicant shall install, maintain and when necessary, replace the service pipe beyond the curb stop together with a valve to be located just inside the building wall, permitting the control of water supply by the customer. For this installation and maintenance thereof, the customer shall ensure that all work shall be performed in a manner satisfactory to the Authority. The minimum size, the materials, depth of cover and method of construction shall be in conformance with Authority standards. If any defects in workmanship or materials are found or if the customer's service pipe has not been installed in accordance with such specifications or in conformity with the Authority's requirements, water service will either not be turned on or will be discontinued until such defects are remedied.
- 4.05** All service pipes shall be installed throughout its length as nearly as possible at right angles to the structure to which service is to be rendered.
- 4.06** All service pipes shall have a minimum cover of five (5) feet. All service pipes shall not be less than three fourths (3/4") inch inside diameter and shall be of Type K, soft tempered copper tubing or for service four (4") inches in diameter or larger, ductile iron pipe and

## **5.00 D E P O S I T S**

### **DEPOSITS TO SECURE THE PAYMENT OF BILLS AND CHARGES**

- 5.01** Any customer whose account has become delinquent for a period of ten (10) days may be required to make a deposit with the Authority in the amount hereinafter prescribed as security for the payment of water bills.
- 5.02** Any customer whose service of water has been discontinued by the Authority for non-payment of a bill or charge for water or any other service or facility rendered by the Authority may be required, subject to departmental guidelines, to make a deposit with the Authority in the amount hereinafter set forth and in addition thereto, to pay all bills and charges in arrears together with a charge for restoration of service.
- 5.03** As security for payment of bills, the Authority may require of any applicant a deposit in the amount hereinafter described, payable at the time of application for service.
- 5.04** The deposit provided for in paragraphs 5.01, 5.02 and 5.03 shall be the average bill as estimated by the Authority for one billing cycle for the applicable billing period and meter size. When service is discontinued and final bills paid, or when the customer has established satisfactory credit in the judgment of the Authority, the deposit will be refunded without interest to the customer.

### **DEPOSITS FOR TEMPORARY SERVICE OF WATER AND THE SETTING OF A METER**

- 5.05** A payment, as security for the return of the meter and backflow preventer, in the amount described in paragraph 14.05(B) will be collected for the temporary service of water and the setting of a meter therefore, such as, but not limited to, construction jobs, fairs, circuses, military installations, emergency inter-system connections, and for the service of water to the premises or property upon which no permanent structure is or has been erected.

The amount of the deposit hereinabove provided for will be refunded by the Authority without interest when the meter and backflow preventer is returned and provided that the same is found to be in proper condition for re-use after inspection and test. Any cost of repairs found to be necessary will be deducted from the deposit made at the time the meter and backflow preventer was originally issued or set. In addition, an administrative fee in the amount described in paragraph 14.06 will be charged by the Authority to cover administrative and other costs of this program. The deposit requirement set forth in this paragraph is waived for municipalities that receive service under a Direct Service or Lease Management agreement with the Authority.

## 6.00 INSTALLATION OF METERS

- 6.01** The Authority reserves the right to stipulate the size, type and make of meter to be used to record the consumption of water by any customer.
- 6.02** An individual meter shall be required for each separate service connection to a premises or for each premises or part thereof where the consumption of water is to be billed to a customer.
- 6.03** The customer shall provide a suitable location for the installation of the meter subject to the approval of the Authority so as to protect the meter and to measure the entire supply of water through the connection.
- 6.04** The Authority shall, in its sole discretion, ~~will~~ furnish, install, and maintain meters and meter couplings, but the customer shall install on his premises the necessary piping, fittings, valves, and pipe couplings to receive the meter. The Authority recommends the installation of suitable equipment properly located and installed to prevent backflow which may cause damage to the meter or other damage to the plumbing or the Authority's system. The homeowner warrants that all piping, fittings, valves and pipe couplings to receive the meter are adequate and able to properly accept water from the Authority. The Authority shall not be liable for damages to person, property, or incidental, caused by the failure of any pipe, fitting, valve or pipe coupling, or failure to install same, for causes beyond its control or through ordinary negligence.
- 6.05** All meters and meter couplings shall, at all times, remain the sole property of the Authority. All meters will be maintained by and at the expense of the Authority insofar as ordinary wear and tear are concerned, but the customer will be held responsible for damages due to ~~freezing, hot water or other~~ all external causes. In the case of a damaged or lost meter, the Authority will repair or replace the meter and the cost shall ~~will~~ be paid by the customer as specified in paragraph 14.07.
- 6.06** When a meter is located in the building being served, the meter shall be located on an exterior wall closest to the point where the water service enters the building. Where a meter cannot be set in the building to be served or where the distance from the property line to the front wall of the building is more than one hundred ~~and~~ fifty (150) feet, the Authority reserves the right to require that the meter or meters be set at or near the property line of the premises to be served. Meters shall be installed in a meter vault, meter pit, backflow preventer enclosure or other suitable location.
- 6.07** It shall be the obligation of the customer to inspect, maintain and, when necessary, repair or replace the facilities required to house the meter. If the customer fails to maintain the meter housing, the Authority may undertake repairs or replacement of same and shall be fully reimbursed by the customer for all actual costs incurred. The Authority shall not be liable for damages to any premises ~~caused by flooding~~ in connection with the testing, removal or failure of any meter.

**6.08** Where more than one meter is required to record the total consumption of water by a customer, additional meters for such purposes will be furnished by the Authority but shall be set on the customer's premises in such manner and at such location as the Authority may prescribe.

**6.09** The Authority reserves the right to remove any meters at any time and to substitute another meter in its place. In case of a disputed account involving the question as to the accuracy of the meter, such meter ~~shall~~will be tested by the Authority upon request of the customer and after advance payment of fees as specified in paragraphs 14.02 and 14.09. 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 (4%) percent, the fee advanced for testing will be refunded. The most recently rendered bill will be adjusted to correct such registration. The Authority shall not be liable for damages resulting from the testing, repair or replacement of a meter due to causes reasonably beyond its control or through ordinary negligence.

**6.10** If the customer makes arrangements to have a meter set, serviced, read or replaced and fails to keep the appointment, thus necessitating another installation trip, a service charge as specified in paragraph 14.02 may be made.

**6.11** If it is necessary for the Authority to pump water out of a meter pit in order to read or maintain a meter, the customer will be required to pay a service charge as specified in paragraph 14.10.

**6.12** Customers who request a different size meter after the initial installation has been made will be required to pay a service charge based on the larger of the new or existing meter as specified in paragraph 14.08.

**6.13 SHARED METERS**

1. No new shared meters shall be installed.
2. Current customers with an existing shared meter shall continue to be responsible for the payment of all water charges.

## 7.00 PRIVATE FIRE PROTECTION

- 7.01** Upon written application for Private Fire Protection service made by an owner or occupant of any property abutting on a street, the Authority will install the water service connection between the main and the curb stop at the expense of the applicant.
- 7.02** If a hydrant is installed on a Private Fire Protection service line, such hydrant shall be located on the owner or occupant's property and installed by him at his expense; however, the Authority reserves the right to approve the type of hydrant and the manner of installation before service is provided.
- 7.03** Private Fire Protection shall be provided only by contract between the Authority and the applicant therefore, which shall contain the following conditions:
- A. The connection is to be used for fire protection only and is to have no connection whatsoever with any taps that may be used for other than fire purposes, and shall have no connection with any source of water supply not approved by the Department of Health of the State of New York and meeting the requirements of the Environmental Protection Agency.
  - B. The applicant specifically agrees not to draw any water whatsoever through said connection for any purposes except the extinguishing of fires or a periodic test of the fire protection system.
  - C. The applicant agrees to notify the Authority of~~at~~ the time of all tests so that if desired, the Authority may have a representative present. Such notification, however, need not be formal or written, but may be given by telephone to the principal office and place of business of the Authority.
  - D. Any authorized representative of the Authority shall have free access to the premises of the applicant at any reasonable time for the purpose of inspecting the said connections, pipes and appurtenances connected thereto.
  - E. Violations by the applicant of either Condition A or Condition B of this Agreement shall terminate the agreement and the Authority may disconnect the pipe, shut off the supply of water or require the installation of a backflow prevention device.
  - F. The applicant shall agree to pay for services rendered under this contract at the rates and charges and under the terms set forth in Service Classification No. 2 of the Authority's Rules for the Sale of Water and the Collection of Rents and Charges. If, at any time, the applicant elects to change the terms of this contract with respect to size of connection or number of fire protective devices, this contract shall be modified accordingly, or a new contract shall be executed. The charges set forth in Service Classification No. 2 of the Authority are subject to change from time to time as rates may be modified.
  - G. The Authority shall not be liable for damages, including, but not limited to damages to a

person, property, special or incidental damages, for a deficiency or failure in the supply of water, or any changes in water pressure, or for any damages caused thereby, or by the bursting or breaking of any main or service pipe or an attachment to the Authority's property, including, but not limited to, flooding or projectiles caused by such an occurrence, whether due to causes beyond the Authority's control or through ordinary negligence.

**7.04** The Authority will install a private fire service connection upon receiving, in advance, from the applicant the water service connection fee set forth in paragraph 14.14.

**7.05** The following procedure shall apply for all applications for private fire protection or large service with hydrants.

A. A plan (3 prints) showing the proposed service location and size shall be submitted to the Authority. The plan shall be signed and sealed by a licensed professional engineer or registered architect.

B. All applications and plans submitted shall be accompanied by a statement by the architect and/or engineer as to the volume of water required at the site and is as recommended by the fire rating organization for optimum rating.

C. In lieu of a licensed engineer or architect, plans may be submitted by a qualified representative of a fire rating organization or underwriter.

D. Soon after receipt of application, the applicant will have an underwriter representative take a flow test in the vicinity of the applicant's premises or furnish the Authority a satisfactory certified copy of a recent flow test taken at a nearby location.

E. A full report of the flow test will be made; Aa copy of the report shall be sent to the applicant and a copy- filed in the Authority's files.

F. The applicant must execute a contract with the Authority. The contract shall contain, inter alia, the following:

"The Authority reserves the right, at any time, without notice, to shut off the water in its mains for the purpose of making repairs or extensions, or for other purposes, and it is expressly agreed that the Authority shall not be liable for a deficiency or failure in the supply of water, or water pressure, or for any damages caused thereby, or by the bursting or breaking of any main or service pipe or any attachment to the Authority's property. All customers having boilers, hot water heaters, interior piping, etc. upon their premises depending upon the pressure in the Authority's pipes to keep them supplied are cautioned against danger of collapse or bursting and all such damage shall be borne exclusively by the customers. In case the supply of water shall be interrupted or irregular or defective or improperly supplied or fail for any reason, from causes beyond its control or through ordinary negligence, the Authority will not be liable for damages to person, property or incidentally."

G. The applicant covenants to the Authority that there are and will be no cross-connections between the Private Fire Protection System and the potable water system supplied by the Authority to the premises.

## **8.00 PUBLIC FIRE PROTECTION**

- 8.01** When determined by the Authority to be economically feasible and upon receipt of a duly certified resolution adopted by a public body properly qualified and authorized by law to contract and pay for Public Fire Protection Service, the Authority will furnish, place and install, at its own cost and expense, the hydrant and hydrant connections at the locations requested, provided that there exists, at such point or points, an existing Authority main appropriate to the service requested.
- 8.02** No hydrant shall be used for any purpose other than the extinguishing of fires, periodic tests of the fire protection system or periodic drills by legally constituted fire companies unless written authorization is given by the Authority. The Authority shall be notified in advance of the time of all tests and drills, so that if desired, the Authority may have a representative present. Permits for hydrant use may be granted on an individual basis as specified in paragraph 2.254.
- 8.03** Proper fire officials shall notify the Authority within twenty-four (24) hours after the use of an Authority hydrant for Public Fire Protection in order that the Authority may inspect the hydrant and determine whether it has been returned to its proper operating condition. Similar reports shall be made of any unauthorized hydrant use observed by public officials.
- 8.04** Changes in the location of an existing hydrant will be made, except where otherwise required by law, at the expense of the person, firm or corporation requesting such change in location, provided that any public body previously designating the location of the hydrant shall have consented thereto in writing.
- 8.05** In instances where the Authority discovers that a hydrant has been installed without the knowledge or prior approval of the Authority, a “back billing” for service to the hydrant will be rendered as specified in paragraph 13.03 from the date of installation of the hydrant.
- 8.06** On an annual basis, the Authority will provide to the public body responsible for payment of hydrant service charges an inventory of all hydrants for which that body is being billed. This inventory will be considered correct in all respects unless a dispute is registered with the Authority within 60 days of the date of mailing.

## **9.00 PAYMENT FOR WATER SERVICE AND ADJUSTMENTS**

- 9.01** All bills are payable in accordance with the terms of the applicable service classification. The owner of a property is responsible for the payment of all bills. All bills will be rendered in the name of the property owner and sent directly to the property owner regardless of whether the owner occupies the premises where service is being provided. If a new service is installed or a change in occupancy occurs at any time during the billing period, the ~~minimum charge~~total base system fee and the amount of water allowed thereunder will be prorated according to the number of days remaining to complete the billing period after the service has been made available.
- 9.02** Customers will be billed annually, quarterly, or monthly, in advance or in arrears, at the option of the Authority.
- 9.03** The quantity recorded by the meter shall be considered the amount of water passing through the meter, which amount shall be conclusive on both the customer and the Authority, except as hereinafter provided:
- A. In cases where it is found that the meter has failed to register, the quantity may be determined by the average registration of the meter in a corresponding past period when in order, except where it can be shown that there has been a change of occupancy of the premises or in the use of water in which case an adjustment shall be made.
  - B. In cases where it is found that a reading cannot be obtained, an estimated bill may be rendered to the customer. The quantity may be determined by the average registration of the meter in a corresponding past period, except where it can be shown that there has been a change of occupancy of the premises or in the use of water. In such cases, when a reading is obtained, the bill will be adjusted to reflect the actual consumption with full credit for ~~minimum charges~~total water charge~~base system fees~~ for the periods involved.
  - C. In cases where a reading is obtained prior to the assigned billing date for the account, a calculated bill may be rendered to the customer based on the reading obtained.
  - D. In case of a disputed account involving the question as to the accuracy of the meter, such meter will be tested by the Authority upon request of the customer. The fee for testing such meter will be as specified in paragraph 14.09. 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 (4%) percent, the fee advanced for testing will be refunded. The most recently rendered bill will be adjusted to correct such registration.
- 9.04** The customer shall notify the Authority in advance of any change in ownership or occupancy. The Authority may require the customer to give such advance notice in writing. No adjustment of bills will be made by the Authority as between the previous and current

owners No rebate will be given for unoccupied premises unless notice of non-occupancy is given as required herein as in paragraph 2.33 hereof. When transfers of ownership arise from the sale or foreclosure of a property, the new owner ~~shall~~will be responsible for the payment of all charges accumulated prior to the date of sale.

**9.05** If a customer requests that a final meter reading be made at a time other than the normal service hours of 9:00 a.m. to 4:00 p.m., Monday through Friday, a service charge as specified in paragraph 14.02 will be assessed. If a customer makes arrangements to have a final reading made during the normal service hours specified above and fails to keep the appointment thus necessitating an additional trip, a service charge as specified in paragraph 14.02 will be assessed.

**9.06** All bills are to be payable when rendered. ~~Except for~~In case any water bill or charges, ~~except those billed under Service Classification No. 1C and 3, provided for in and by these rules shall not be paid~~any water charges, services or replacements must be paid within fifteen (15) days following the rendering of the bill. Any water charges, services or replacements billed under Service Classification No. 1 must be paid within thirty (30) days after the rendering of the bill. Any water charges, services or replacements billed under Service Classification No. 3 must be paid within forty-five (45) days after the rendering of the bill. ~~†The Authority or its agents may discontinue water service to any the customer who has failed to make payment according to the terms of this paragraph. and Water service will not be re-established for such customer until these~~such unpaid charges, together with the charge for restoration of service as elsewhere provided herein are fully paid, and the deposit as specified in paragraph 14.05 has been paid. ~~Bills and charges provided for in and by these rules billed under Service Classification No. 1C shall be paid within thirty (30) days following the rendering of the bill. Bills and charges provided for in and by these rules billed Service Classification No. 3 shall be paid within forty-five (45) days following the rendering of the bill.~~

**9.07** Where the interior piping in any existing premises cannot be changed without undue or excessive cost to the customer or where more accurate registration would be obtained by two or more meters, the installation and use of more than one meter may be permitted by the Authority. In such case, the consumption through all meters will be combined to compute the total bill, but in no event will the total bill be less than the combined minimum charge for all said meters. In all other cases, meters will be billed individually.

**9.08** Any bill for water supplied or service rendered will be considered a proper charge unless protest is made to the Authority within fifteen (15) days after the mailing of a bill.

A. In case of dispute as to payment of a bill, the customer will be required to present the receipted bill, canceled check or other evidence of payment.

B. The Authority will, upon request of the customer or for other reasons, make an inspection of the premises on account of apparently excessive bills. Inspections are limited to premises served by meters 1" and smaller and further limited to meters that serve no more than three units. After the Authority has made a complete inspection, no additional

inspection will be made for a period of one (1) year. However, the Authority may order an inspection at any time if conditions warrant.

C. The Authority shall not discontinue service to a customer for non-payment of amounts owing that are in dispute until such time as the Authority completes its investigation and makes a final determination of the issue in dispute.

**9.09** The customer is solely responsible for the water delivered beyond the Authority's meter, and the Authority is not responsible for maintenance and repair of the pipe and fixtures beyond the curb stop. In order to encourage prompt repair of leaking pipes or fixtures, the Authority may, under certain conditions, grant allowances for apparently excessive bills resulting from leaking beyond the meter. Granting of an allowance shall be in the sole discretion of the Authority. All risks of loss beyond the point of delivery shall be borne by the customer, except as provided herein.

A. Allowance may be granted only when a claim has been received as provided in 9.08 above, and evidence clearly shows the apparently excessive bill is due to leaking of pipes or fixtures and not wasteful use and then only when repairs have been promptly made and reported to the Authority. The allowance, if granted, will be for not more than two billing periods including that in which the claim was made.

B. An allowance shall not exceed one-half of the excess delivery due to leakage over the normal usage for the period.

C. No allowance shall apply to customers taking water for resale.

D. The Authority shall be the sole judge in determining the amount of excess resulting from the leakage.

E. No more than one leak allowance will be granted for the same service for leakage occurring within any 36-month period, regardless of ownership or management.

F. The Authority will not refund overbilled amounts beyond 180 days from the time that the invoice was placed in the mail to the customer.

G. The Authority shall not initiate the pursuit of payment underbilled amounts beyond 180 days from the date that the invoice was placed in the mail to the customer.

**9.10** A delinquent service charge as specified in paragraph 14.03 shall be applied to all outstanding accounts where payment has not been received by the Authority within fifteen (15) days after the due date as specified on the bill.

**9.11** A courtesy delinquent charge reversal may be given annually if the customer has a good payment history, requests the reversal and is not merely refusing to pay the delinquent charge.

## **10.00 EXTENSIONS OF MAINS**

- 10.01** All extensions of or from the Authority-owned mains will be made at the expense of the applicant from the nearest existing main appropriate to the service requested pursuant to one of the following contract or agreement to be provided by the Authority:

### **MAIN EXTENSION AGREEMENT (BUILDER- CONTRACTOR-DEVELOPER) MAIN EXTENSION CONTRACT (OWNER-OCCUPANT) SPECIAL AGREEMENT**

The contract or agreement shall contain such terms, conditions, and provisions which necessary to effectuate the Rules and Regulations prescribed herein. The terms of every Main Extension Contract shall be for a period of ten (10) years after the date of its execution by the Authority.

### **AVAILABILITY OF MAIN EXTENSION CONTRACTS**

- 10.02** Main extensions pursuant to a Main Extension Agreement (Builder-Contractor-Developer), will be made by the Builder-Contractor-Developer in accordance with the provisions contained herein. Main Extensions pursuant to a Main Extension Contract (Owner-Occupant) will be made by the Authority in accordance with the provisions contained herein, upon written application of an owner, other than a developer, contractor or builder, or occupant of a premises fronting on or numbered on a street wherein there is no Authority owned main appropriate to the service requested, or where the existing main does not extend across the full frontage of the premises to be served. Main Extensions pursuant to Special Agreements may be made by the Authority as contracted with an applicant for service at a cost which will make the service economically feasible.

### **GENERAL PROVISIONS**

- 10.03** All applicants for main extension shall execute and deliver, without cost to the Authority, a Certificate of Title issued by a title company licensed by the State of New York and permanent easements or rights-of-way when necessary for the installation, operation and maintenance of water service connections, main extensions or subsequent additions thereto.
- 10.04** The Authority shall not be obliged to extend any main until satisfactory certificate of title, issued by a title company licensed by the State of New York, easements or rights-of-way have been obtained or the applicant shall have agreed to pay such costs as may be incurred if at their request the Authority obtains the same from persons who are not applicants for service.
- 10.05** In lieu of such permanent easements, the Authority will accept certifications, in writing, from the proper officials of municipal corporations that a deed to such street has been recorded and that the street has been dedicated and accepted by the municipality.

**10.13** Prior to beginning installation of the water mains and appurtenances, the applicant (Builder-Contractor-Developer) shall provide the Authority with the following:

- A. Name of contractor who will be installing water mains and appurtenances;
- B. Shop drawings showing that all materials used in the construction of the water mains and appurtenances meet the Authority's specifications;
- C. Name of engineer who will do the full-time inspection;
- D. Five (5) days advance written notice of the starting date of construction.

**10.14** The installation of water mains and appurtenances shall be in strict accordance with Authority specifications, copies of which will be provided. All taps to existing mains and all tie-in connections to ends of existing mains will be made by the applicant (Builder-Contractor-Developer) at his expense under the direction and full-time inspection of a representative of the Authority.

**10.15** After the installation is completed, the applicant (Builder-Contractor-Developer) shall contact the Authority's Engineering Department to arrange for inspection of the work. A representative of the applicant (Builder-Contractor-Developer) and the applicant's (Builder-Contractor-Developer) engineer shall be present during the inspection. After the inspection, the applicant's (Builder-Contractor-Developer) engineer shall conduct the required leakage and pressure tests and the disinfection of the water mains and appurtenances. Authority personnel shall direct the operation of valves on existing water mains during the required leakage and pressure test and the disinfection of the water mains and appurtenances. Upon completion of these tests, the mains shall be shut off and not placed into service until approved by the Authority, all legal and administrative requirements have been satisfied and the work has been accepted by resolution of the Authority; then, the Authority will turn on the new mains and service can begin.

**10.16** If the main should fail the pressure or leakage test, the necessary corrective measures shall be taken, and the tests repeated until satisfactory results are obtained.

**10.17** The applicant (Builder-Contractor-Developer) shall arrange for bacteriological testing. The testing laboratory shall submit test results directly to the Authority.

**10.18** Within four (4) weeks of the date the Erie County Health Department certificate of acceptance is received, and prior to the date water service is begun, the applicant (Builder-Contractor-Developer) shall provide the Authority with the following:

- A. Maintenance bond in form satisfactory to the Authority and issued by a carrier satisfactory to the Authority in an amount of one hundred (100%) percent of the actual construction cost of the water mains and appurtenances. Said bond shall cover a period of twenty-four (24) months following completion of the installation of water

## 13.00 CLASSIFICATION RATES AND CHARGES

### SERVICE CLASSIFICATION NO. 1

**13.01** The following classification of services rendered, facilities furnished hereunder and rates and charges therefore are hereby established.

#### APPLICABLE TO USE OF SERVICES FOR:

General Metered Purposes including sales to Domestic, Commercial, Industrial, Irrigation, Public Authorities, Water Districts and other Municipal Customers.

#### CHARACTER OF SERVICE:

Continuous and supplemental supplies

#### A. SMALL METER CUSTOMERS

- –Installed Meter Sizes 5/8", 3/4" and 1"

#### COMMODITY VOLUMETRIC RATES:

Meters read and billed quarterly OR monthly: (To Nearest Thousand Gallons)

~~\$4.64~~5.15 per 1,000 gallons

~~Meters read and billed monthly: (To Nearest Thousand Gallons)~~

~~— \$4.64 per 1000 gallons~~

#### QUARTERLY BILLING:

SIZE OF METER_ (IN INCHES)	QUARTERLY- COMMODITY ALLOWANCE (IN GALLONS)_	QUARTERLY- MINIMUMBASE SYSTEM FEE- <del>COMMODITY</del> CHARGE	QUARTERLY- INFRASTRUCTURE INVESTMENT CHARGE	QUARTERLY- MINIMUM-TOTAL WATER <del>CHARGES</del> CHARGE
5/8 <del>inch</del> , 3/4 and <u>1</u>	9,000	<del>\$41.76</del> <u>66.35</u>	<del>\$27.72</del> <u>30.78</u>	<del>\$69.48</del> <u>77.13</u>
3/4 <del>inch</del>	9,000	<del>41.76</del>	<del>27.72</del>	<del>69.48</del>
1 <del>inch</del>	9,000	<del>41.76</del>	<del>27.72</del>	<del>69.48</del>

#### MONTHLY BILLING:

SIZE OF METER_ (IN INCHES)	MONTHLY- COMMODITY	MONTHLY MINIMUMBASE	MONTHLY- INFRASTRUCTURE	MONTHLY MINIMUMTOTAL
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	ALLOWANCE (IN GALLONS)	<del>SYSTEM FEE</del> <del>COMMODITY-CHARGE</del>	INVESTMENT CHARGE	<del>WATER CHARGES-CHARGE</del>
5/8, 3/4 and 1-inch	3,000	\$-13.925.45	\$9.2410.26	\$-23.165.71
3/4 inch	3,000	13.92	9.24	23.16
1 inch	3,000	-13.92	9.24	23.16

Note: Monthly ~~minimum billing~~ allowance is 1/3 the quarterly ~~billing~~ allowance.

### TERMS OF PAYMENT:

Payable fifteen (15) days after date bill is rendered in accordance with Section 9.00 hereof.

### B. LARGE METER CUSTOMERS—

- Installed Meter Sizes 1-1/4" ~~and~~ AND greater ~~GREATER~~

### COMMODITY VOLUMETRIC RATES:

Meters read and billed quarterly OR monthly: (To Nearest Thousand Gallons)

\$4.17~~63~~ per 1,000 gallons

QUARTERLY BILLING: ~~Meters read and billed monthly: (To Nearest Thousand Gallons)~~

~~—\$4.17 per 1000 gallons—~~

SIZE OF METER (IN INCHES)	QUARTERLY COMMODITY ALLOWANCE (IN GALLONS)	QUARTERLY MINIMUM COMMODITY CHARGE <del>BASE</del> <u>SYSTEM FEE</u>	QUARTERLY INFRASTRUCTURE INVESTMENT CHARGE	QUARTERLY MINIMUM CHARGE <del>TOTAL WATER CHARGES</del>
1-1/4 inch	27,000	\$ 112.5925.01	\$ 108.6020.54	\$ 245.5521.19
1-1/2 inch	39,000	-162.63180.57	-108.60120.54	-271.23301.11
2 inch	63,000	-262.71291.69	-173.73192.84	-436.44484.53
3 inch	120,000	-500.40555.60	-325.77361.59	-826.17917.19
4 inch	198,000	-825.66916.74	542.88602.61	-1,368.541519.35
6 inch	390,000	-1,626.301,805.70	-1,085.761,205.19	-2,712.063,010.89
8 inch	630,000	-2,627.102,916.90	-1,737.181,928.28	-4,364.284,845.18
10 inch	900,000	-3,753.004,167.00	-2,497.262,771.97	-6,250.266,938.97
12 inch	1,230,000	-5,129.105,694.90	-4,668.725,182.29	-9,797.8210,887.19
20 inch	2,820,000	-11,759.4013,056.60	-20,092.8322,303.05	-31,852.2335,359.65
24 inch	3,840,000	-16,012.8017,779.20	-40,576.6845,040.11	-56,589.4862,819.31

### **MONTHLY BILLING:**

SIZE OF METER (IN INCHES)	MONTHLY- COMMODITY ALLOWANCE (IN GALLONS)	MONTHLY MINIMUM COMMODITY- CHARGE BASE SYSTEM FEE	MONTHLY- INFRASTRUCTURE INVESTMENT CHARGE	MONTHLY- MINIMUM- CHARGE TOTAL WATER CHARGES
1-1/4 <del>inch</del>	9,000	\$ 37.5341.67	\$ 40.1836.20	\$ 81.8573.73
1-1/2 <del>inch</del>	13,000	54.2160.19	36.2040.18	90.41100.37
2 <del>inch</del>	21,000	87.5797.23	57.9164.28	145.48161.51
3 <del>inch</del>	40,000	166.80185.20	108.59120.53	275.39305.73
4 <del>inch</del>	66,000	275.22305.58	180.96200.87	456.18506.45
6 <del>inch</del>	130,000	542.10601.90	361.92401.73	904.021,003.63
8 <del>inch</del>	210,000	875.70972.30	579.06642.76	1,454.761,615.06
10 <del>inch</del>	300,000	1,251.001,389.00	832.42923.99	2,083.422,312.99
12 <del>inch</del>	410,000	1,709.701,898.30	1,556.241,727.43	3,265.943,625.73
20 <del>inch</del>	940,000	3,919.804,352.20	6,697.617,434.35	10,617.4111,786.55
24 <del>inch</del>	1,280,000	5,337.605,926.40	13,525.5615,013.37	18,863.1620,939.77

Note: Monthly billing is 1/3 the quarterly billing minimum allowance is 1/3 the quarterly allowance.

### **TERMS OF PAYMENT:**

Payable fifteen (15) days after date bill is rendered in accordance with Section 9.00 hereof.

### **C. PUBLIC CORPORATIONS AND SPECIAL IMPROVEMENT DISTRICTS PER SECTION 2, PARAGRAPHS 2.02B, 2.05-2.15**

#### **COMMODITY VOLUMETRIC RATES:**

Meters read and billed quarterly OR monthly: (To Nearest Thousand Gallons)

\$ 3.644.04 per 1,000 gallons

~~Meters read and billed monthly: (To Nearest Thousand Gallons)~~

— \$ 3.64 per 1000 gallons

**QUARTERLY BILLING:**

SIZE OF METER (IN INCHES)	QUARTERLY COMMODITY ALLOWANCE (IN GALLONS)	QUARTERLY MINIMUM- COMMODITY- CHARGE BASE SYSTEM FEE	QUARTERLY INFRASTRUCTURE INVESTMENT CHARGE	QUARTERLY MINIMUM- CHARGE TOTAL WATER CHARGES
1-1/4 inch	27,000	\$ 98.28109.08	\$ 120.5408.60	\$ 229.62206.88
1-1/2 inch	39,000	141.96157.56	108.60120.54	250.56278.10
2 inch	63,000	229.32254.52	173.73192.84	403.05447.36
3 inch	120,000	436.80484.80	325.77361.59	762.57846.39
4 inch	198,000	720.72799.92	542.88602.61	1,263.601,402.53
6 inch	390,000	1,419.601,575.60	1,085.761,205.19	2,505.362,780.79
8 inch	630,000	2,293.202,545.20	1,737.181,928.28	4,030.384,473.48
10 inch	900,000	3,276.003,636.00	2,497.262,771.97	5,773.266,407.97
12 inch	1,230,000	4,477.204,969.20	4,668.725,182.29	9,145.9210,151.49
20 inch	2,820,000	10,264.8011,392.80	20,092.8322,303.05	30,357.6333,695.85
24 inch	3,840,000	13,977.6015,513.60	40,576.6845,040.11	54,554.2860,553.71

**MONTHLY BILLING:**

SIZE OF METER (IN INCHES)	MONTHLY COMMODITY ALLOWANCE (IN GALLONS)	BASE SYSTEM FEE MONTHLY MINIMUM- COMMODITY- CHARGE	MONTHLY INFRASTRUCTURE INVESTMENT CHARGE	MONTHLY MINIMUM- CHARGE TOTAL WATER CHARGES
1-1/4 inch	9,000	\$ 32.766.36	\$ 40.1836.20	\$ 76.5468.96
1-1/2 inch	13,000	47.3252.52	36.2040.18	83.5292.70
2 inch	21,000	76.4484.84	57.9164.28	134.35149.12
3 inch	40,000	145.60161.60	108.59120.53	254.19282.13
4 inch	66,000	240.24266.64	180.96200.87	421.20467.51
6 inch	130,000	473.20525.20	361.92401.73	835.12926.93
8 inch	210,000	764.40848.40	579.06642.76	1,343.461,491.16
10 inch	300,000	1,092.001,212.00	832.42923.99	1,924.422,135.99
12 inch	410,000	1,492.401,656.40	1,556.241,727.43	3,048.643,383.83
20 inch	940,000	3,421.603,797.60	6,697.617,434.35	10,119.2111,231.95
24 inch	1,280,000	4,659.205,171.20	13,525.5615,013.37	18,184.7620,184.57

Note: Monthly billing is 1/3 the quarterly billing minimum allowance is 1/3 the quarterly allowance.

**TERMS OF PAYMENT:**

Payable thirty (30) days after date bill is rendered in accordance with Section 9.00 hereof.

**RATE:**

| \$~~5.15~~4.64 per 1,000 gallons. A minimum charge of \$~~232.05~~57.50 per hydrant meter device  
per permit period

**BILLING:**

Customers will be billed annually, quarterly or monthly at the option of the Authority

**TERMS OF PAYMENT:**

Payable within fifteen (15) days after the date bill is rendered in accordance  
with Section 9.00 hereof

**TERMS:**

Service hereunder is subject to the Rules for the Sale of Water and the Collection of Rents  
and Charges of the Erie County Water Authority

## **14.00 MISCELLANEOUS CHARGES**

### **14.01 ACCOUNT ORIGATION FEE**

\$15.00

If a customer is required to complete an application for a new service due to a new Lease Management or Direct Service Agreement, no account origination fee will be charged.

### **14.02 APPOINTMENT FEES**

A. Outside normal service hours of 9:00 a.m. to 4:00 p.m., Monday through Friday, excluding Holidays: \$45.00

B. Missed appointment fee: \$30.00

### **14.03 DELINQUENT CHARGE**

A delinquent service charge of ten percent (10%) ~~percent~~ shall be applied to all outstanding accounts where payment has not been received by the Authority within fifteen (15) days after the due date as specified on the bill.

### **14.04 DEPOSITED ITEM RETURN FEE**

A fifteen dollar (\$15.00) ~~dollar~~ charge will be assessed for any payment made which was subsequently not honored by a financial institution.

### **14.05 DEPOSITS**

A. Customer Accounts – Service Classification No. 1

The deposit provided for in paragraphs 5.01, 5.02 and 5.03 shall be the average bill as estimated by the Authority for one billing cycle for the applicable billing period and meter size.

B. Miscellaneous Accounts

1. Temporary Services - \$1,000.00

2. Hydrant Meters - \$1,0500.00 for each Meter & backflow device

#### **14.06 HYDRANT METER ADMINISTRATION FEE**

\$~~25~~300.00 to cover the costs of the Authority installing and removing the meter and backflow device and checking the hydrant after use.

#### **14.07 METER REPAIR/REPLACEMENT CHARGE**

5/8" - 3/4" - \$~~240~~250.00  
1" - \$~~275~~325.00  
1-1/2" and greater - At Actual Cost  
Ancillary Equipment - At Actual Cost

#### **14.08 METER SIZE CHANGE FEES**

NEW METER SIZE	CHARGE
5/8" through 1" inclusive	\$ <del>48</del> <u>75.00</u>
1-1/2", 2"	\$ <del>125</del> <u>90.00</u>
3" or larger	\$ <del>325</del> <u>400.00</u>

#### **14.09 METER TESTING FEES**

\$~~125~~50.00 – Meters smaller than 3"  
\$~~325~~400.00 – Meters 3" and larger

#### **14.10 SERVICE CHARGES**

##### **A. Service Restoration**

- a. \$30.00 if the customer requests an appointment between 9:00 a.m. to 4:00 p.m., Monday through Friday, exclusive of Holidays.
- b. \$45.00 if the customer requests an appointment outside of the hours listed in (a) above.

If by the willful acts of the customer, it becomes necessary to shut off or disconnect the service pipe at the Authority's main, the charge to the customer for restoration of service will be the actual cost incurred by the Authority, incident to the disconnection and reconnection of the service pipe.

B. Tile Sets and Meter Pits

1. If it is necessary for the Authority to pump water out of a meter pit in order to read or maintain a meter, the customer will be required to pay a service charge of fifty-five dollars (\$55.00)~~dollars~~.

**14.11 SERVICE LINE THAWING, WELL DISCONNECTION INSPECTION**

At actual cost

**14.12 TANKER TRUCK FILLING AT DESIGNATED LOCATIONS ANNUAL FEE**

\$40.00 per location

**14.13 UNAUTHORIZED HYDRANT USE FEE**

~~\$750.00~~\$3,000.00 plus costs incurred

**14.14 WATER SERVICE CONNECTION FEES**

**APPLICABILITY:**

Except for those lots whose water service connections were not installed by the Authority, all water service connections for non-metered purposes or for general metered purposes under Service Classification No. 1:

**RATE:**

SIZE OF CONNECTION	CONNECTION CHARGE
Equal to or less than 2 inches	\$3,000.00
Over 2 inches	AT ACTUAL COST

**ITEM 13 - CREATION OF ONE POSITION OF DIRECTOR OF DISTRIBUTION (WATER SYSTEM), ONE POSITION OF DIRECTOR OF PRODUCTION (WATER SYSTEM) AND ONE POSITION OF DIRECTOR OF PLANNING AND WATER SUPPLY**

Motion by                      seconded by

**WHEREAS**, Pursuant to Article V, Title 3, Section 1053 of the Public Authorities Law, the Erie County Water Authority (“Authority”) has the authority to appoint an attorney and an engineer and such additional officers and employees as it may require for the performance of its duties, fix and determine their qualifications, duties and compensation, subject to the provisions of the Civil Service Law of the State of New York and such rules as the Personnel Officer of the Count of Erie may adopt and make applicable to such authority; and

**WHEREAS**, Article V, Section 6 of the By-Laws of the Erie County Water Authority grants to the Authority the right to name and appoint from time to time an attorney or engineer and employees as it may require for the performance of its duties, fix their qualification, duties and compensation, subject to the provisions of the Civil Service Law of the State of New York; and

**WHEREAS**, on November 20, 2024, the Erie County Department of Personnel reviewed and approved the creation of one (1) position of Director of Distribution (Water System), one Position of Director of Production (Water System) and one Position of Director of Planning and Water Supply;

**NOW, THEREFORE, BE IT RESOLVED:**

That the Erie County Water Authority does hereby create one (1) position of Director of Distribution (Water System), one Position of Director of Production (Water System) and one Position of Director of Planning and Water Supply, Salary Grade 34E at a starting salary of \$150,999.68 of the Authority’s Career and Salary Plan, effective November 21, 2024.

Ayes:

Noes:

11/21/24-alh