ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

November 10, 2026

To: Jerome D. Schad, Chair
Peggy A. LaGree, Vice Chair
Michele M. Iannello, Treasurer

From: Joyce Tomaka, Chief Financial Officer
Mark S. Carney, General Counsel

Subject: January 1, 2027 Tariff Changes

The Finance and Legal departments have made changes to the Erie County Water Authority Tariff that is presented for your consideration at the November 19, 2026 Board meeting. These changes are summarized below:

- §1.20 – Infrastructure Investment Charge
  A more detailed description was constructed, as follows:
  Shall mean a fixed charge assessed to each meter at an active service address for the customer classes identified in Section 13, Service Classification No. 1. The charge is intended to recover a portion of the costs associated with maintaining, renewing, rehabilitating, replacing, and improving the Authority's water system infrastructure. Such infrastructure may include transmission and distribution mains, treatment facilities, pumping facilities, storage facilities, system controls, and other capital assets necessary to provide safe, reliable, and resilient water service. The charge supports the long-term availability and capability of the water system and is assessed based on the size of each customer meter to reflect the readiness to serve d to the actual volume of water consumed.

- §2.32 – Discontinuance of Water Service
  The inclusion of missing and/or rescheduling more than two service appointments for the purpose of reading, repairing, replacing, testing or removing meters or backflow preventers or observing water pipes and other fixtures as a basis for discontinuance of Water Service.

- §4.09 – Installation of Water Service Connections
  This acknowledges that the Authority may require a hydraulic analysis prior to the installation of any service greater than two inches in diameter. The Authority requires use of its engineering consultant for the hydraulic analysis and the applicant shall reimburse the Authority for such analysis.

- §6.04 – Installation of Meters
  Includes “interior plumbing” to the list of items.

- §9.15 – Payment for Water Service and Adjustments
  Reference to Town Law §198, Village Law §11 and Second Class Cities Law §95 was removed and the remit deadline of thirty days of receipt was added.

- §14.02 B – Appointment Fees
  First and Second instances were increased and a third instance was added.

- §14.10 B – Service Charges
  - Service Restoration charges were increased.
  - Missed appointment/cancellation fees and unauthorized meter pit connection fees were added.

- §14.15 – Contract Redraft and Amendment Fee
  Fees were added for each occurrence of contract changes requested by applicant or required by the Authority after initial contract has been forwarded to the applicant.

Additional changes to references and other grammatical revisions have been made throughout the Tariff to incorporate any references to changes made above and ensure consistency.

Pursuant to §1054 of our enabling legislation, adopted changes must be published in two newspapers with general circulation in Erie County and filed in the County Clerk's office. The Authority has been publishing changes in The Buffalo News and The Buffalo Law Journal and will continue to use those newspapers for the 2027 changes unless otherwise directed.

Changes are also sent to the Authority's Bond Trustee and each municipality in our service area, as well as posted on our website.

Please call or email us with any questions.

cc C. Eaton
J. Hibit
L. Kowalski

ERIE COUNTY WATER AUTHORITY AUTHORIZATION FORM
For Approval/Execution of Board Meeting Documents

Requestor/Project Mgr.: Finance/Legal Departments **Project No.:**

Document Name/Description: Tariff Revisions effective January 1, 2027

Item Description: **Choose one:** Other

Other:

Action Requested: **Choose one:** Board Approval

Other:

☐ ***If Applicable*, the MPO Amendment Form has been submitted to Central Purchasing.**

APPROVED AS TO CONTENT:

✓**Required Approvals:**

☑	Chief Financial Officer		Date:	11/10/2026
☑	Chief Operating Officer		Date:	11/10/2026
☐	Claims Rep. – Risk Manager		Date:	
☐	Comptroller		Date:	
☐	Director of Administration		Date:	
☐	Director of Distribution		Date:	
☐	Director of Human Resources		Date:	
☐	Director of Cybersecurity & IT		Date:	
☐	Director of Planning & WS		Date:	
☐	Director of Production		Date:	
☐	Director of Water Quality		Date:	
☑	Executive Engineer		Date:	11/10/2026
☑	General Counsel (Legal)		Date:	11/10/2026
☐	Sr. Director of Operations & Infra.		Date:	
☐	Other:		Date:	

APPROVED FOR BOARD RESOLUTION

Secretary to the Authority _____ Date: 11/10/26

Remarks: _____

Resolution Date: _____ Item No: _____

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E R I E C O U N T Y W A T E R A U T H O R I T Y

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 ~~20~~19, ~~2025~~ 2026 TO BECOME EFFECTIVE JANUARY 1, ~~2026~~2027.

I N D E X

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1.00 D E F I N I T I O N S

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

1.01 THE AUTHORITY

Shall mean Erie County Water Authority.

1.02 ACTUAL COSTS

Unless otherwise specified herein, the terms actual cost or entire actual cost shall mean the direct and indirect costs incurred by the Authority inclusive of audited or other overhead rate.

1.03 APPLICANT

Shall mean any person making a request for any service to be rendered or furnished by the Authority.

1.04 BUILDER-CONTRACTOR-DEVELOPER

Shall mean any person owning or having an interest in a plot or tract of land who applies for a supply of water to such premises which is intended to be sold, conveyed or leased by said person to an owner or occupant.

1.05 CUSTOMER

Shall mean the owner.

1.06 CROSS CONNECTION

A physical connection through which the water supply could be contaminated.

1.07 ECONOMIC FEASIBILITY

Any service or facility requested by an applicant shall be deemed to be economically feasible when the estimated revenue to be derived therefrom shall be at least sufficient to comply 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.

1.08 MAIN APPROPRIATE TO SERVICE REQUESTED

Shall mean the pipe in a street extending parallel or nearly parallel to the front footage of property abutting thereon, having a diameter of 24 inches or less and having a normal operating pressure of not less than 30 P.S.I. at the point a water service connection is to be installed and having sufficient size, capacity, and availability of water supply to adequately provide the service requested. The Authority shall be the sole judge that the "main appropriate to service requested" is of sufficient size, capacity and of the availability of water supply to furnish the service requested to the applicant without detriment to existing customers.

1.09 MULTIPLE DWELLING UNIT SERVICE

Shall mean service provided to four or more dwelling units through one meter. Examples of multiple dwelling unit service are apartments, condominiums, trailer parks, and townhouses. Service of water to Public Corporations and Special Improvement Districts which retail to their customers shall not be considered multiple dwelling unit service.

1.10 OCCUPANT

Shall mean the person actually in possession or control of any premises or part thereof.

1.11 OWNER

Shall mean the person who has legal or equitable title to any premises. The owner is responsible for payment of charges for water or other facilities and services furnished by the Authority.

1.12 PERSON

Shall mean every individual, firm, association or corporation.

1.13 PREMISES

Shall mean any property or location whether or not occupied by a structure and shall include the entire front footage thereof as determined by the Authority, abutting on a street whereat the service of water is requested or furnished for any part thereof.

1.14 PRIVATE FIRE PROTECTION SYSTEM

Shall include water mains, pipes, hydrants, sprinklers, storage facilities and other facilities installed on private premises outside of the limits of the street for the purpose of private fire protection.

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.

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.~~

Shall mean a fixed charge assessed to each meter at an active service address for the customer classes identified in Section 13, Service Classification No. 1. The charge is intended to recover a portion of the costs associated with maintaining, renewing, rehabilitating, replacing, and improving the Authority's water system infrastructure. Such infrastructure may include transmission and distribution mains, treatment facilities, pumping facilities, storage facilities, system controls, and other capital assets necessary to provide safe, reliable, and resilient water service. The charge supports the long-term availability and capability of the water system and is assessed based on the size of each customer meter to reflect “the readiness to serve” without regard to the actual volume of water consumed.

1.21 TOTAL WATER CHARGES

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

1.22 CONTRACTED MUNICIPALITY

Shall mean any town, village or city which has entered into a Direct Service and/or Lease Managed agreement with the Authority and/or any municipality receiving direct water service from the Authority.

2.00 AVAILABILITY AND TYPES OF SERVICE

2.01 TERRITORIAL LIMITS

For purposes of this Tariff, the phrase, "territorial limits," means the geographic boundaries of an appropriate water district.

The territorial limits of the Erie County Water Authority District have been established by state law, codified as Public Authorities Law § 1052. The rules, regulations, rates, charges, and fees herein prescribed shall be applicable to the supply of water and the furnishing of services and facilities by the Authority within or without the territorial limits of the Erie County Water Authority District.

The territorial limits of Public Corporation or Special Improvement District is defined by the limits established at the time of creation of the Public Corporation or Special Improvement District. Public Corporations include municipal corporations, including a county, city, town or village, or public benefit corporations. Special Improvement Districts, for purposes of this Tariff, includes water districts created by a municipal corporation or a federally recognized Indian nation and having designated governing board acting as water commissioners for the district.

2.02 TYPES OF SERVICE AVAILABLE

Upon compliance with the rules and regulations herein prescribed and the payment of service charges and deposits applicable to the service requested, the Authority will furnish and provide service to the following categories of customers:

A. DOMESTIC, INDUSTRIAL AND COMMERCIAL USERS

1. Water will be provided from existing mains appropriate to the service requested as prescribed in the paragraphs hereof numbered 2.03 to 2.04 inclusive; or

2. Where the owner's premises abuts a street in which there is no existing main appropriate to the service requested or the existing main does not extend across the full frontage of the premises; service will be provided upon the execution of an appropriate main extension contract as provided in Section 10.00 hereof.

B. PUBLIC CORPORATIONS AND SPECIAL IMPROVEMENT DISTRICTS

1. Upon the execution of a contract, known as a bulk sales agreement, the Authority will furnish an adequate supply of water within the territorial limits of public corporations or special improvement districts, which do not own or are not connected to an independent source of water supply as provided in paragraphs 2.05 to 2.11 inclusive subject to approval by the New York State Department of Health.

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 inclusive.

D. TEMPORARY OR OCCASIONAL SERVICE

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

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.

SERVICE OF WATER TO PUBLIC CORPORATIONS AND SPECIAL IMPROVEMENT DISTRICTS AS THE SOLE WATER SUPPLY

2.05 The Authority will furnish a supply of water to Public Corporations and Special Improvement Districts which do not own or are not connected to an independent source of water supply for the following purposes and subject to the terms and conditions hereinafter prescribed upon receipt of a proper application:

A. For a supply of water to be distributed and sold by such Public Corporation or Special Improvement District, and extensions thereof, through its own facilities to residents and inhabitants thereof.

B. For a supply of water to be delivered through its own facilities and sold by such Public Corporations or Special Improvement Districts outside of their territorial limits to another person, public corporation, or Special Improvement District.

2.06 Where a supply of water is to be provided by the Authority for the purposes specified in paragraph 2.05, the proper public officials of the applicant shall certify in writing to the Authority that the facilities of the applicant installed or proposed to be installed will be operated and maintained by the applicant; that the service of water to the residents and inhabitants within applicant's territorial limits will be performed by the applicant, and that such facilities will remain the property of the applicant unless the Authority shall give its consent in writing to the transfer of its ownership thereof.

2.07 For the purposes specified in paragraph 2.05, the applicant shall warrant to the Authority that its mains, storage tanks, pumping stations, 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; and that additional sales of water to the applicant for resale to persons, Public Corporations and Special Improvement Districts outside of its territorial limits will not impair the supply or pressure of water when being served by the applicant to its residents and inhabitants.

2.08 Acceptance of an application made by a Public Corporation or Special Improvement District shall depend upon:

A. The consent of the State of New York Department of Environmental Conservation, Office of Environmental Analysis, where required; and

B. A determination in the sole discretion of the Authority that the conditions of the service requested are economically feasible and within the capacity of the Authority to render without prejudice to the demands imposed upon its system by its other customers.

2.09 On and after the effective date hereof, the furnishing and delivering of water to a Public Corporation or Special Improvement District now or hereafter taking a supply of water from the Authority shall be made pursuant to the terms of a contract between the Authority and the governing board thereof.

2.10 The contract, known as a bulk sales agreement, shall contain, but without limitations, the following provisions:

A. That the Authority will furnish a supply of water at designated metered connections but shall not be responsible for the water beyond such delivery point or points.

B. That the purchaser will install at its own cost and expense a suitable meter pit and necessary piping, fittings, valves and pipe couplings at each point or location where water is delivered by the Authority to the purchaser and at each location where water is sold by the purchaser to persons, Public Corporations or Special Improvement Districts outside of its territorial limits. The Authority will, at its own cost and expense furnish, install and maintain a meter and meter couplings to record the quantity of water through each such metered connection.

C. All water delivered and sold shall be at the rates and charges as set forth in subparagraph C of paragraph 13.01.

D. The bill for water sold and delivered to the purchaser shall be computed as the quantity of water registered on each intake meter recording the delivery of water to the purchaser less the quantity of water registered on each subtraction meter recording the delivery of water outside of the purchaser's territorial limits for distribution by the Authority, subject to minimum allowances.

E. In the event the Authority, in periods of drought or emergencies, restricts, curtails, or prohibits the use of water for secondary purposes, i.e., landscaping/lawn irrigation, car washing, filling swimming pools, etc., the Public Corporation or Special Improvement District will use its best efforts to secure the cooperation of its customers to comply with the Authority's regulations with respect to the use of water.

F. Every Public Corporation and Special Improvement District applying for a supply of water from the Authority after the effective date hereof shall agree that it will not sell or supply water to any property located within its territorial limits which abuts, faces or is numbered on a street in which there is an existing Authority owned main through which the service of water to such premises can be provided by direct connection thereto or by means of a main extension therefrom, as provided in Section 10.00 hereof.

G. The purchaser understands and agrees to allow and permit the Authority to use the facilities of the district without the imposition of any rentals or other charges thereof and to transport water to areas located outside and beyond the limits of the district.

H. The Public Corporation or Special Improvement District understands and agrees that in the event the Authority elects to transport water to areas outside and beyond the limits of the purchaser, the bill for water sold to the purchaser will be adjusted in accordance with subparagraph D of paragraph 2.10.

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I. In the event that the Authority exercises its rights to give notice of intent to renegotiate the existing contract for the furnishing and delivering of water to a Public Corporation or Special Improvement District and the corporation or special improvement district does not enter into a new contract by the expiration date, then the conditions outlined in Section 2.10, A - H, will supersede any terms and conditions of the previous contract(s) which may exist as long as the Authority continues to provide water and until the Authority and the purchaser enter into a new contract.

2.11 Every Public Corporation and Special Improvement District which is supplied by the Authority shall enact, enforce, and maintain a cross-connection control program and warrant to the Authority that such program complies with the requirements of the County of Erie, the State Health Department, and the requirements of the Environmental Protection Agency. A copy of the cross-connection control program and a list of installed backflow prevention devices shall be provided to the Authority.

SERVICE OF WATER TO PUBLIC CORPORATIONS AND SPECIAL IMPROVEMENT DISTRICTS AS A SUPPLEMENTAL WATER SUPPLY

2.12 The Authority will furnish a supply of water to Public Corporations and Special Improvement Districts which own or are connected to an independent source of water supply. The water supply furnished by the Authority may be used to supplement the applicant's independent sources.

2.13 The applicant for a supplemental source of water from the Authority must satisfy all requirements listed in paragraphs 2.05 to 2.11 inclusive, plus those listed in paragraphs 2.14 and 2.15.

2.14 The applicant's independent water supply system which is connected to the Authority system must satisfy all requirements of the County of Erie, State Health Department, and the Environmental Protection Agency.

2.15 Pursuant to the bulk sales agreement the applicant will be subject to pay a minimum monthly payment.

LEASE AND OPERATION BY THE AUTHORITY OF FACILITIES OF SPECIAL IMPROVEMENT DISTRICTS

2.16 When determined by the Authority to be economically feasible, the Authority will, subject to the provisions of Sections 197A and 198 of the Town Law, enter into a contract with the 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

2.20 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.

2.21 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.

2.22 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

2.23 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.

2.24 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.

2.25 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.

2.26 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.

2.27 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

2.28 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.

2.29 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.

2.30 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.

2.31 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

2.32 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 missing and/or rescheduling more than two service appointments for the purpose of reading, repairing, replacing, testing or removing meters or backflow preventers or observing water pipes and other fixtures.

~~I.~~

J. For violation of any of the Rules and Regulations of the Authority as filed with the County Clerk of Erie County.

2.33 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.

2.34 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

2.35 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 2.32 hereof and service at any premises is again desired by the same customer, a service charge 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.

2.36 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. The Authority 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

2.37 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 2.34 hereof.

FORMS

2.38 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

2.39 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 2.32 (f).

3.00 APPLICATIONS

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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

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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 2.24 to 2.27 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 suitable for service under a pressure of at least two hundred (200) pounds per square inch. The Authority reserves the right in all cases to stipulate the size and type of service connections to be used.

4.07 In those cases where a customer-owned service pipe 1" in diameter or less, is frozen, the thawing may be done by the Authority at the expense of the customer. To avoid a recurrence, the Authority may order an examination of the customer's service pipe, and if the same is not in conformance with Authority standards, the Authority reserves the right to require it to be so relocated before service is resumed.

4.08 No water service connection will be installed by the Authority until the service pipes and service connection from the premises to the street, including backflow prevention devices, if required, have been installed in a manner satisfactory to the Authority. However, the Authority may install a water service connection to a premises provided that the location of the water service connection has been satisfactorily identified to the Water Authority, full payment for the proposed water service connection made, in the opinion of the Water Authority, a request for water service is anticipated at an early date, and the main from which the water service connection is to be installed has been accepted by resolution of the Authority.

4.09 The Authority may require a hydraulic analysis prior to the installation of any service greater than two inches in diameter. The Authority requires use of its engineering consultant for the hydraulic analysis and the applicant shall reimburse the Authority for such analysis.

5.00 D E P O S I T S

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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 therefor, 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

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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, 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 interior plumbing, 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 interior plumbing, 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 all external causes. In the case of a damaged or lost meter, the Authority will repair or replace the meter and the cost shall 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 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 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 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

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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 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. A 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.

H. The applicant shall install a backflow prevention device when required by the Authority in accordance with the Authority's Cross Connection Control Program policy.

8.00 PUBLIC FIRE PROTECTION

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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 2.25.

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

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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 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 total water charges 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 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 payable when rendered. Except for any water bill or charges billed under Service Classification No. 1C and 3, 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 customer who has failed to make payment according to the terms of this paragraph. Water service will not be reestablished for such customer until the 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.

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.

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.

9.12 Any check, draft, electronic fund transfer, credit card payment or other form of payment offered as consideration for the payment of any charge or fee specified within these Rules and Regulations which is subsequently returned for insufficient funds or otherwise not honored for payment will be subject to an additional fee as specified in paragraph 14.04.

9.13 If three or more checks, drafts, or electronic fund transfers are returned to the Authority for nonpayment within a one-year period, the Authority reserves the right to prohibit such

payments for the subsequent one-year period during which payment must be made by money order or credit card.

9.14 At the Authority's sole discretion, Authority personnel may make payment arrangements with customers at terms and conditions agreeable to the Authority. Such payment arrangements may set forth the terms and conditions including the method of payment and the applicability of late charges.

9.15 At the Authority's sole discretion, the Authority shall forward to Contracted Municipalities any accounts ninety (90) days or more past due. ~~Pursuant to Town Law §198(3)(d), Village Law §11-1118 and Second Class Cities Law §95, t~~The municipality shall collect amounts owing to the Authority and remit the sum collected to the Authority within thirty (30) days of receipt.

10.00 EXTENSIONS OF MAINS

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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.

10.06 Every main extension shall be of such length as to provide access to each premises to be served and for footage of main across the entire frontage thereof.

10.07 The Authority reserves the right to determine and specify the diameter and type of pipe required to provide the service requested and, subject to the requirements of public authorities, its location within or without the limits of a street. The minimum size main shall be eight (8) inches unless the Authority determines that a smaller size main will provide the necessary service.

10.08 The Authority further reserves the right to install or have installed a main larger in diameter than required to render the service requested in which case the Authority will install or have installed the main and charge the cost of the main required for the service requested to the applicant.

10.09 Title to all main extensions shall be vested in the Authority and the Authority shall have the right to further extend any main installed pursuant to the terms of a Main Extension Contract (Owner-Occupant); Main Extension Agreement (Builder-Contractor-Developer) or Special Agreement in or to other streets or premises without repayment or refund to any applicant other than those provided for herein.

10.10 On and after ten (10) years from the date of each Main Extension Contract, all rights to receive the refunds and repayments provided for in the paragraph hereof numbered 10.30 shall cease and be at an end and any amounts not then repaid shall belong to and be retained by the Authority. The aggregate amount to be repaid and refunded by the Authority shall not exceed the total amount advanced by the applicant for the installation of the main extension. The right to receive refunds and repayments provided for herein shall be personal to the applicant and shall be unassignable either as collateral security or otherwise.

MAIN EXTENSION AGREEMENT (BUILDER-CONTRACTOR-DEVELOPER)

10.11 Before the Authority will enter into a Main Extension Agreement, the applicant (Builder-Contractor-Developer) must submit two (2) prints of subdivision drawings showing the proposed water main installation to the Authority's Plan Review Section for review. One (1) print will be returned either approved or marked for correction. If corrections are required, two (2) prints of the revised drawings shall be resubmitted to the Engineering Department for review and approval.

10.12 After Authority approval has been received, final approval of the subdivision drawings must be obtained from the town or appropriate governing body. Two reproducibles of the approved drawings shall then be submitted to the Authority for signature of the Authority's Executive Engineer. Two reproducibles of the signed drawings will be returned to the applicant (Builder-Contractor-Developer) upon execution of the Main Extension Agreement.

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 mains and appurtenances. The completion date shall be established as the date of acceptance of the work by resolution of the Authority. During this period, the applicant (Builder-Contractor-Developer) agrees to maintain and repair the watermains and appurtenances accepted by the resolution of the Authority. If the applicant defaults on its obligation, the Authority may seek to recover the cost for maintenance and repair from the carrier of the maintenance bond.

B. Payment 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 twelve (12) months following completion of the installation of water mains and appurtenances. The completion date shall be established as the date of acceptance of the work by resolution of the Authority. The applicant (Builder-Contractor-Developer) will provide the payment bond to ensure all labor and materials supplied for the construction and installation of the watermains and appurtenances have been fully paid and that the Authority accepts such watermains and appurtenances without liens and other encumbrances.

C. Statement, signed and sealed by the applicant's (Builder-Contractor-Developer) engineer, that all work involved in the installation of water mains and appurtenances was completed in accordance with drawings approved by the Authority and in accordance with the Authority's specifications, that all valves, hydrants and appurtenances are in satisfactory operating condition and that the applicant's (Builder-Contractor-Developer) engineer provided full time resident inspection of the work.

D. One (1) print, one (1) reproducible mylar and one (1) AutoCAD electronic file on CD of the record drawings, to a scale determined by the Authority, showing the constructed location of all mains with at least three readily identifiable ties to all fittings, valves and services. This drawing shall be marked "Record Drawing" and bear the seal and license number of the applicant's (Builder-Contractor-Developer) engineer licensed to practice in the State of New York. The applicant's (Builder-Contractor-Developer) engineer shall certify by seal and signature that he has measured or has supervised the measurement of all dimensions shown on the "record" drawing.

E. A cost estimate and bill of sale to the Authority for the water mains and appurtenances installed. A completed "Schedule of Inventory" shall be attached to the bill of sale on the form provided by the Authority.

10.19 The Authority will review and verify the actual construction cost of the main and appurtenances. The actual cost will be used to determine the amount of the maintenance and payment bonds mentioned above, and for all other legal and administrative purposes. The actual cost shall include the furnishing and installing of the pipe, valves, hydrants, paving and all other appurtenances required to be completed before the work is accepted by resolution of the Authority.

10.20 Water service connections will be installed by the Authority.

10.21 Meter installations will be in accordance with the provisions of Section 6.00 herein.

10.22 Before the Authority will install water service connections from a main, the main and appurtenances must be accepted by a resolution of the Authority and payment for all water service connections must be made to the Authority.

10.23 If the Authority requires that a main greater than eight (8") inches in diameter be installed for the Authority's convenience in a subdivision, the Authority will install the main. The applicant (Builder-Contractor-Developer) will be required to pay the Authority the cost of an eight (8") inch main for that section of main which provides service for the applicant's (Builder-Contractor-Developer) subdivision. If the applicant (Builder-Contractor-Developer) requires a main larger than an eight (8") inch for service to the subdivision, he shall pay the Authority the estimated cost of the main required for the subdivision. The Authority must receive the payment set forth above before the Authority will provide service to the houses in the subdivision.

10.24 Vacant lots in new subdivisions which are to receive water service from an existing main appropriate to the service requested will not be included in the Main Extension Agreement. Applications for these services are to be made individually as each structure is erected. These services will be installed by the Authority in accordance with the provisions of Section 4.00 herein.

MAIN EXTENSION CONTRACT (OWNER-OCCUPANT)

10.25 Applicants (Owner-Occupant) for Main Extension Contracts shall be required to advance the entire estimated cost of the extension. If the entire actual cost of the extension exceeds the estimated cost thereof, the applicant (Owner-Occupant) will be required to pay to the Authority the amount of such excess upon receipt of a statement in writing of the amount thereof.

10.26 The Authority will extend its main pursuant to a Main Extension Contract (Owner-Occupant) upon receipt in advance from the applicant or applicants (Owner-Occupant) of an amount equivalent to the entire estimated cost of the main extension, excepting such portions of the cost thereof as the Authority shall, in said contract, assume and agree to pay as provided in paragraph 10.28 hereof. The applicant (Owner-Occupant) may be a group of owners and/or occupants.

10.27 In the event the applicant (Owner-Occupant) requests a field survey be made to determine the estimated cost of the extension, the Authority will cause such survey to be made upon payment in advance from the applicant (Owner-Occupant) the sum of the estimated cost of the work, which is not refundable.

10.28 Applicants (Owner-Occupant) for main extensions pursuant to a Main Extension Contract will not be required to advance the estimated unit cost per foot for the following portions of main extensions, and such costs will be assumed and paid for by the Authority:

A. The Authority will assume and pay the cost of that portion of the main extension which is installed within the limits of an intersecting street.

B. The Authority may assume and pay for that portion of the cost of the main extension which is required to be installed across the remaining footage of a premises other than applicant, then served with water from the main agreed to be extended, but not to exceed the distance of one hundred (100) feet.

C. If the main is required to be extended along a flanking corner premises, then served from another Authority owned main, the Authority will assume and pay for that portion of the main extension which is equivalent to twice the front footage of the premises so served, but not to exceed a distance of one hundred (100) feet.

10.29 The estimated actual costs to be borne by the applicant or applicants (Owner-Occupant) shall be advanced to the Authority at the time of execution of the Main Extension Contract. If after the completion of a main extension pursuant to a Main Extension Contract and the ascertainment of the entire actual cost thereof, the actual cost is less than the estimated actual cost of the extension advanced by the applicant or applicants (Owner-Occupant), the Authority will repay to the applicant or applicants (Owner-Occupant) the difference between said amounts. The entire actual cost of each main extension shall be arrived at by accumulating all of the costs and expenses incurred in the installation of the main and appurtenances, which sum shall be divided by the total footage of main installed. The actual unit cost per foot arrived at as aforesaid shall be applied to the total footage of main for which the applicant was required to advance the estimated actual cost.

10.30 The Authority will refund, without interest, to the applicant or applicants who have advanced the cost of a main extension pursuant to a Main Extension Contract (Owner-Occupant), portions of the amounts by them deposited whenever water service is subsequently furnished to a premises which is connected to the footage of the extended main covered by said deposit. The amount of such refund or refunds will be a sum equivalent to the actual unit cost per foot of the extended main which is required for each premises for which the applicant or applicants have not previously received refund. Such refund or refunds will be made by the Authority after the completion of the main extension and the ascertainment of the entire actual cost thereof.

10.31 The Authority may install a main greater than 8-inches in diameter at the Authority's discretion. In this case, the applicant or applicants (Owner-Occupant) will be required to pay the estimated cost of an 8-inch main. The additional cost due to the larger main will be borne by the Authority.

SPECIAL AGREEMENTS

10.32 Main Extension by Special Agreements may be made by the Authority when service to the applicant can be installed at a cost which will make the service economically feasible. The terms of the Special Agreement shall be as contracted by the Authority and the applicant.

EXTENSION OF MAINS IN LEASE MANAGED AREAS

10.33 The extension of mains in lease-managed areas will be done in accordance with the standard procedures of the Special Improvement Districts in which they are to be installed. All work shall be in accordance with the Authority's specifications, copies of which will be provided upon request.

10.34 All water service connections shall be installed by the Authority and paid for by the applicant pursuant to paragraph 14.14.

10.35 Prior to the start of construction, the governing body of the lease-managed district shall submit two (2) prints of the proposed work to the Authority for review. One (1) print will be returned either approved or marked for correction. If corrections are required, two (2) prints of the revised drawings shall be resubmitted to the Authority. No construction shall start without a plan approved by the Authority.

10.36 Upon completion of the construction, the governing body shall submit to the Authority one (1) print, one (1) reproducible mylar and one (1) AutoCAD electronic file on CD of the record drawings, to a scale determined by the Authority, showing the constructed location of all mains, services and appurtenances with at least three readily identifiable ties to all fittings, valves and appurtenances. This drawing shall be marked "Record Drawing" and bear the seal and license number of an engineer licensed to practice in the State of New York. The engineer shall certify by seal and signature that he has measured or has supervised the measurement of all dimensions shown on the "record" drawings.

11.00 PROHIBITIONS

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11.01 In addition to the acts specified herein, the following are hereby prohibited:

No person shall injure any equipment or building belonging to the Authority's water system; tamper with meters; divert water from mains; use water without permission or cut or tap into any water pipe or main.

11.02 No person, except as specifically authorized by the Authority, shall take water from any public fire hydrant for any use whatsoever other than for fire purposes. The use of public fire hydrants for washing streets, flushing sewers or other uses will be done through a backflow-protected meter assembly issued to the customer by the Erie County Water Authority Meter Shop. This unit will be used for all water used. Water, as registered on the meter, will be billed to the customer at the meter rates set forth in said rate schedule under Service Classification No. 3-A.

11.03 The curb stop may not be used by the customer for turning on or shutting off the water supply but is for the exclusive use of the Authority.

11.04 Except as provided below in paragraph 11.05, only a Town, Village or legally constituted Water District will be permitted to submeter and resell water supplied by the Authority.

11.05 Submetering for the purpose of cost distribution of the Authority's bill beyond the Authority's metering point shall be permitted under the following conditions:

1. The total amount collected for water from those who are submetered shall not exceed the amount of the Authority's bill. Any additional charges imposed must be identified as such.

2. Except in the case of legally constituted condominiums, patio homes, open developments or trailer parks, the submetering is done by the Owner and those submetered are the tenants.

3. In legally constituted condominiums, patio homes, open developments or trailer parks, the homeowner's association, condominium association or other legally formed entity shall be permitted to submeter to the owners.

4. Meters used for submetering will not be supplied, maintained or read by the Authority.

13.00 CLASSIFICATION RATES AND CHARGES

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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)

$~~5.57~~5.85 per 1,000 gallons

QUARTERLY BILLING:

SIZE OF METER (IN INCHES)	COMMODITY ALLOWANCE (IN GALLONS)	BASE SYSTEM FEE	INFRASTRUCTURE INVESTMENT CHARGE	TOTAL WATER CHARGES
5/8, 3/4 and 1	9,000	$~~50.13~~52.65	$~~33.33~~35.01	$~~83.46~~87.66

MONTHLY BILLING:

SIZE OF METER (IN INCHES)	COMMODITY ALLOWANCE (IN GALLONS)	BASE SYSTEM FEE	INFRASTRUCTURE INVESTMENT CHARGE	TOTAL WATER CHARGES
5/8, 3/4 and 1	3,000	$~~16.71~~17.55	$~~11.11~~11.67	$~~27.82~~29.22

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

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 greater**

COMMODITY VOLUMETRIC RATES:

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

$~~5.01~~5.25 per 1,000 gallons

QUARTERLY BILLING:

SIZE OF METER (IN INCHES)	COMMODITY ALLOWANCE (IN GALLONS)	BASE SYSTEM FEE	INFRASTRUCTURE INVESTMENT CHARGE	TOTAL WATER CHARGES
1-1/4	27,000	$ ~~135.27~~141.75	$ ~~130.47~~136.98	$ ~~265.74~~278.73
1-1/2	39,000	~~195.39~~204.75	~~130.47~~136.98	~~325.86~~341.73
2	63,000	~~315.63~~330.75	~~208.74~~219.18	~~524.37~~549.93
3	120,000	~~601.20~~630.00	~~391.41~~410.97	~~992.61~~1,040.97
4	198,000	~~991.98~~1,039.50	~~652.32~~684.93	~~1,644.30~~1,724.43
6	390,000	~~1,953.90~~2,047.50	~~1,304.61~~1,369.83	~~3,258.51~~3,417.33
8	630,000	~~3,156.30~~3,307.50	~~2,087.37~~2,191.74	~~5,243.67~~5,499.24
10	900,000	~~4,509.00~~4,725.00	~~3,000.66~~3,150.69	~~7,509.66~~7,875.69
12	1,230,000	~~6,162.30~~6,457.50	~~5,609.82~~5,890.32	~~11,772.12~~12,347.82
20	2,820,000	~~14,128.20~~14,805.00	~~24,143.04~~25,350.18	~~38,271.24~~40,155.18
24	3,840,000	~~19,238.40~~20,160.00	~~48,755.91~~48,755.91	~~67,994.31~~68,915.91

MONTHLY BILLING:

SIZE OF METER (IN INCHES)	COMMODITY ALLOWANCE (IN GALLONS)	BASE SYSTEM FEE	INFRASTRUCTURE INVESTMENT CHARGE	TOTAL WATER CHARGES
1-1/4	9,000	$ ~~45.09~~47.25	$ ~~43.49~~45.66	$ ~~88.58~~92.91
1-1/2	13,000	~~65.13~~68.25	~~43.49~~45.66	~~108.62~~113.91
2	21,000	~~105.21~~110.25	~~69.58~~73.06	~~174.79~~183.31
3	40,000	~~200.40~~210.00	~~130.47~~136.99	~~330.87~~346.99
4	66,000	~~330.66~~346.50	~~217.44~~228.31	~~548.10~~574.81
6	130,000	~~651.30~~682.50	~~434.87~~456.61	~~1,086.17~~1,139.11
8	210,000	~~1,052.10~~1,102.50	~~695.79~~730.58	~~1,747.89~~1,833.08
10	300,000	~~1,503.00~~1,575.00	~~1,000.22~~1,050.23	~~2,503.22~~2,625.23
12	410,000	~~2,054.10~~2,152.50	~~1,869.94~~1,963.44	~~3,924.04~~4,115.94
20	940,000	~~4,709.40~~4,935.00	~~8,047.68~~8,450.06	~~12,757.08~~13,385.06
24	1,280,000	~~6,412.80~~6,720.00	~~16,251.97~~16,251.97	~~22,664.77~~22,971.97

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

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)

$ ~~4.37~~4.59 per 1,000 gallons

QUARTERLY BILLING:

SIZE OF METER (IN INCHES)	COMMODITY ALLOWANCE (IN GALLONS)	BASE SYSTEM FEE	INFRASTRUCTURE INVESTMENT CHARGE	TOTAL WATER CHARGES
1-1/4	27,000	$ ~~117.99~~123.93	$ ~~130.47~~136.98	$ ~~248.46~~260.91
1-1/2	39,000	~~170.43~~179.01	~~130.47~~136.98	~~300.90~~315.99
2	63,000	~~275.31~~289.17	~~208.74~~219.18	~~484.05~~508.35
3	120,000	~~524.40~~550.80	~~391.41~~410.97	~~915.81~~961.77
4	198,000	~~865.26~~908.82	~~652.32~~684.93	~~1,517.58~~1,593.75
6	390,000	~~1,704.30~~1,790.10	~~1,304.61~~1,369.83	~~3,008.91~~3,159.93
8	630,000	~~2,753.10~~2,891.70	~~2,087.37~~2,191.74	~~4,840.47~~5,083.44
10	900,000	~~3,933.00~~4,131.00	~~3,000.66~~3,150.69	~~6,933.66~~7,281.69
12	1,230,000	~~5,375.10~~5,645.70	~~5,609.82~~5,890.32	~~10,984.92~~11,536.02
20	2,820,000	~~12,323.40~~12,943.80	~~24,143.04~~25,350.18	~~36,466.44~~38,293.98
24	3,840,000	~~16,780.80~~17,625.60	~~48,755.91~~48,755.91	~~65,536.71~~66,381.51

MONTHLY BILLING:

SIZE OF METER (IN INCHES)	COMMODITY ALLOWANCE (IN GALLONS)	BASE SYSTEM FEE	INFRASTRUCTURE INVESTMENT CHARGE	TOTAL WATER CHARGES
1-1/4	9,000	$ ~~39.33~~41.31	$ ~~43.49~~45.66	$ ~~82.82~~86.97
1-1/2	13,000	~~56.81~~59.67	~~43.49~~45.66	~~100.30~~105.33
2	21,000	~~91.77~~96.39	~~69.58~~73.06	~~161.35~~169.45
3	40,000	~~174.80~~183.60	~~130.47~~136.99	~~305.27~~320.59
4	66,000	~~288.42~~302.94	~~217.44~~228.31	~~505.86~~531.25
6	130,000	~~568.10~~596.70	~~434.87~~456.61	~~1,002.97~~1,053.31
8	210,000	~~917.70~~963.90	~~695.79~~730.58	~~1,613.49~~1,694.48
10	300,000	~~1,311.00~~1,377.00	~~1,000.22~~1,050.23	~~2,311.22~~2,427.23
12	410,000	~~1,791.70~~1,881.90	~~1,869.94~~1,963.44	~~3,661.64~~3,845.34
20	940,000	~~4,107.80~~4,314.60	~~8,047.68~~8,450.06	~~12,155.48~~12,764.66
24	1,280,000	~~5,593.60~~5,875.20	~~16,251.97~~16,251.97	~~21,845.57~~22,127.17

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

TERMS OF PAYMENT:

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

SERVICE CLASSIFICATION NO. 2

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

APPLICABLE TO USE OF SERVICE FOR:

Flat Rate Private Fire Protection - Entire Territory

CHARACTER OF SERVICE:

Continuous

RATE:

2 inch or less connection	$ 108.00 per annum
3 inch connection	174.00 per annum
4 inch connection	216.00 per annum
6 inch connection	396.00 per annum
8 inch connection	648.00 per annum
10 inch connection	900.00 per annum
12 inch connection	1,200.00 per annum
16 inch connection	2,100.00 per annum

TERMS OF PAYMENT:

Payable monthly in arrears.

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

TERMS:

In accordance with paragraph 9.06 hereof. 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.

SPECIAL PROVISIONS:

None

SERVICE CLASSIFICATION NO. 3

13.03 HYDRANTS

A. Direct Service Areas

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

APPLICABLE TO USE OF SERVICE FOR:

Public Fire Protection - entire territory except lease managed areas.

CHARACTER OF SERVICE:

Continuous

RATE:

Hydrant - $229.08 per hydrant per annum

Fire service connections for volunteer fire department halls: $54.00 per connection per annum

TERMS OF PAYMENT:

Payable within forty-five (45) 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.

SPECIAL PROVISIONS:

A special fire service connection may be installed inside volunteer fire department halls, at their expense, for use in supplying water to fire tank trucks or other legitimate fire department uses. This service connection may be one and one-half (1-1/2") inches or two (2") inches in diameter and shall not be metered.

B. Lease Managed Areas

The following classification of services rendered, facilities furnished hereunder and rates and

charges therefore are hereby established:

APPLICABLE TO USE OF SERVICE FOR:

Public Fire Protection in Water Districts whose facilities for the distribution of water are leased to and operated by the Authority pursuant to contract.

CHARACTER OF SERVICE:

Continuous

RATE:

-A minimum charge of $160.80 per hydrant per annum

-Fire service connections for volunteer fire department halls: $54.00 per connection per annum

TERMS OF PAYMENT:

Payable within forty-five (45) 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.

SPECIAL PROVISIONS:

A special fire service connection may be installed inside volunteer fire department halls, at their expense, for use in supplying water to fire tank trucks or other legitimate fire department uses. This service connection may be one and one-half (1-1/2") inches or two (2") inches in diameter and shall not be metered.

C. Metered Hydrant Consumption

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

APPLICABLE TO USE OF SERVICE FOR:

Hydrant Meter and Backflow Device Metered Consumption

CHARACTER OF SERVICE:

Temporary and/or Seasonal

RATE:

$~~5.57~~5.84 per 1,000 gallons. A minimum charge of $~~278.50~~ 292.00 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

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14.01 ACCOUNT ORIGINATION 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. The Authority may charge fees as follows for a ~~M~~missed appointment or a cancellation/reschedule of an appointment with less than 48 hours notice ~~fee~~:

First instance in a twelve month period - $10~~3~~0.00
Second instance in a twelve month period - $~~20~~150.00
Third instance in a twelve month period - $200.00
The Authority may shut off a customer pursuant to paragraph 2.32 of this Tariff on or after the third instance in a twelve month period.

14.03 DELINQUENT CHARGE

A delinquent service charge of ten percent (10%) 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) 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 - $1,500.00 for each Meter & backflow device

14.06 HYDRANT METER ADMINISTRATION FEE

$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" - $250.00
1" - $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	$ 75.00
1-1/2", 2"	$ 125.00
3" or larger	$400.00

14.09 METER TESTING FEES

$150.00 – Meters smaller than 3"
$400.00 – Meters 3" and larger

14.10 SERVICE CHARGES

A. Service Restoration

a. $~~30.00~~100.00 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~~150.00 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).

2. There will be a fee of $400.00 per scheduled date for a missed appointment or cancellation within 48 hours of a scheduled appointment for meter pit or tile set services or any meter inspection or repair.

3. Any meter pit connection not authorized by the ECWA shall be billed $100 per day from the date that the connection is first discovered until a proper ECWA connection is made.

14.11 SERVICE LINE THAWING, WELL DISCONNECTION INSPECTION

At actual cost; for service line thaws, the fee will be assessed beginning with the second service call in a twelve month period.

14.12 TANKER TRUCK FILLING AT DESIGNATED LOCATIONS ANNUAL FEE

$40.00 per location

14.13 UNAUTHORIZED HYDRANT USE FEE

$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	$4,500.00
Over 2 inches	AT ACTUAL COST

14.15 CONTRACT REDRAFT AND AMENDMENT FEE

~~A~~ $200 for each occurrence of contract changes requested by applicant or as required by the Authority after initial contract has been forwarded to the applicant.

15.00 MISCELLANEOUS SURCHARGES

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15.01 ADDITIONAL SURCHARGE(S)

Effective with water billing after December 31, 2002 and pursuant to the provisions contained in agreement(s) between the Erie County Water Authority and Cities, Towns, Villages and/or Water Districts, the Erie County Water Authority may include in the water billing for the customers of such Cities, Towns, Villages and/or Water Districts, a surcharge, the amount of which surcharge shall be determined by the City, Town, Village and/or Water District.