



Tariffville Water Commission
of the
Tariffville Fire District
Rules and Regulations

Effective March 13, 2007
Revised October 12, 2021

1) CONTRACT

- a) In order to carry out the duties and responsibilities authorized by Special Act No. 272 (January 1939), the Tariffville Water Commission (the "TWC") adopts the following Rules and Regulations which shall apply to every customer supplied with water by the Tariffville Water Commission (TWC). The meaning and application of these Rules and Regulations shall be interpreted by the TWC.

- b) The TWC will endeavor to supply water adequately and reliably to its customers. The TWC does not guarantee a continuous supply of water and does not assume liability for direct or consequential loss or damage to person or property as a result of any interruption or variation in water service. The TWC cannot guarantee to maintain a constant water pressure under all conditions. However, nominal water pressure will normally be maintained within reasonable limits and as specified by regulatory authority.

2) DEFINITIONS

- a) "TWC" refers to the Tariffville Water Commission of the Tariffville Fire District.
- b) "Customer" refers to the owner or owners of a premises supplied with water by the TWC.
- c) "Family" means any number of individuals living as a single housekeeping unit.
- d) "Premises" shall include but is not restricted to the following:
 - i) A building or combination of buildings owned or leased by one customer, in one common enclosure, occupied by one family as a residence or one corporation or firm as a place of business, or
 - ii) each unit of a multiple house or building separated by a solid vertical partition wall occupied by one family as a residence or one firm as a place of business, or
 - iii) a building owned or leased by one customer and having a number of apartments, offices or lofts which are rented to tenants using a common single hall and one means of entrance, or
 - iv) a building two or more stories high under one roof owned or leased by one customer and having an individual entrance for the ground floor occupants and one for the occupants of the upper floors, or
 - v) a combination of buildings owned by one customers, in one common enclosure, none of the individual buildings of which is adapted to separate ownership, or
 - vi) a public building, or
 - vii) a single plot, used as a park or recreational area, or landscaped decorative area.
- e) "Main" means a water pipe, owned, operated and maintained by the TWC, which is used for the purpose of transmission or distribution of water but is not a water service pipe.
- f) "Service" refers to the water pipe, including appurtenances installed from the main up to and including the control valve including fire lines up to a private fire hydrant, or sprinkler system.
- g) "Delinquent Account" means a water service bill which has remained unpaid for a period of more than 94 days after the date of mailing of a bill rendered by the TWC which bills on a semi-annual basis.
- h) "Service Connection" means the service pipe from the main to and including the curb stop, at or adjacent to

the street line or the customer's property line and such other valves, fitting, etc., as the TWC may require at or between the main and the curb stop, but does not include the curb box.

- i) "Unauthorized Use" of water is any use not specifically authorized by these Rules and Regulations; authorized use of water consists of the following: (i) use by fire departments in conjunction with the performance of their duties; (ii) use by residential customers on their premises; (iii) de minimis personal use by residential customers off their premises, such as to fill drinking water bottles; (iv) use by business customers on their premises; and (v) any other use specifically permitted in writing by the TWC.

3) APPLICATION FOR SERVICE

- a) All applications for new services, service renewals, or use of water must be made by the owner of the premises to be supplied or his duly authorized representative to the TWC, stating fully and fairly the uses for which water required.
- b) The customer shall furnish, install, own and maintain at its expense all new service connections, cost of excavation, backfill, and removal and replacement of paving, walks, curbs, etc., necessarily incurred in respect to new services.
- c) The customer shall be responsible for contracting at their expense a TWC approved contractor for tapping of the main and furnishing the corporation stop.
- d) All service connections shall include a curb stop.
- e) The customer at his own expense shall furnish, install, own and maintain, the necessary curb box and the service pipe from the curb stop to the place of consumption and shall keep them in good repair and in accordance with reasonable requirements of the TWC. A curb box owned by the customer shall be installed at each curb stop.
- f) The TWC shall with cooperation of the customer make an adequate inspection of the customer's service pipe in order to determine that it complies with TWC requirements.
- g) The Customer is completely responsible for sizing the service large enough to maintain the facilities installed on the premises; however, no service smaller than 1" will be installed. Commercial and Industrial service sizes are to be determined by a qualified mechanical engineer and are to be approved by the TWC.
- h) The trench shall be of such depth that the service pipe, when installed, has at least 5'-0" coverage below finished grade (6'-0" under driveways).
- i) No water service pipes shall be connected to the distribution system unless the size, material and location shall have been approved by the TWC. The material or type of pipe used for service connections leading from the curb stop to inside the foundation wall shall be of the standard size and quality hereinafter specified.
- j) Copper tubing shall be soft and Type K as covered in A.S.T.M. Specifications not smaller than 1". All connections must be made by means of Mueller #110 compression-type couplings designed for the purpose.
- k) So far as practicable all pipes shall be laid in a straight line from main to the inside of building wall.
- l) All pipes shall be inspected and tested before being covered up.
- m) Services shall be bedded in at least 6" of sand; 12" of sand will be placed above the service pipe prior to placing excavated material back into the trench.
- n) No service pipe fittings are to be installed under driveways, slabs or foundations.
- o) Any non-conforming service now existing shall upon renewal or replacement of same be made to conform with above regulations.

4) WATER BILLS

- a) All bills for flat rate service as defined by the TWC and will be rendered semi-annually.
- b) At its discretion, the TWC may upon written request of the property owner, render water bills to tenants. In all cases, however, the property owner shall be held liable for payment of rents due for water supplied such premises.
- c) The TWC reserves the right to start the termination procedure for nonpayment of bills that remain unpaid 94 days for bills rendered semi annually. A reasonable charge will be made for termination and then restoration of the service, following payment of the outstanding balance, at the convenience of the TWC. A reasonable collection charge will be made for any payments made at the time of termination at the customer's house.
- d) A "Late Payment Charge" of 1.5% per month will be applied to all outstanding bills that are more than 31 days late.
- e) A "Lien Fee" will be charged when Liens are placed on a property.

5) SEPARATE SERVICES REQUIRED FOR EACH BUILDING

- a) Except under unusual conditions and then only with the consent of the TWC, no service pipe shall be installed for supplying more than one separate building or premises. Any nonconforming service now existing shall upon renewal of same be made to conform with above regulations.

6) CROSS CONNECTIONS

- a) All service pipes installed and connected must conform to the rules of the State Board of Health concerning cross connections.
- b) No cross connections are allowed between potable water lines and equipment or systems which may be a source of contamination. All such connections must be protected by the appropriate backflow preventer to prevent backflow of unsafe liquids into the public water system.

7) COMBINED FIRE AND DOMESTIC SERVICES

- a) The installation of combined fire and domestic services will not be permitted without specific approval of the TWC and on such conditions as the TWC may specify.

8) ACCESS TO PROPERTY

- a) The TWC shall have access at all reasonable hours to inspect the customer's premises for purposes of installation, repair, maintenance, operation, or removal of TWC property at the time service is to be terminated. Any representative of the TWC whose duties require him to enter the customer's premises shall provide identification that designates him as a representative of the TWC, the same to be shown by him upon request.

9) REASONS FOR DENYING SERVICE

- a) Termination proceedings may be started by the TWC for any of the following reasons, and carried out subject to the aforementioned restrictions: service may be terminated without notice, again subject to certain restrictions, for reasons (i) through (iii) and with 13 day's notice for reasons (iv) through (xiii) below:
 - i) A condition determined by the TWC to be hazardous.
 - ii) When the TWC has discovered that by fraudulent means a customer has obtained unauthorized water service or the TWC has discovered that a customer has diverted the water service for unauthorized use

- or has obtained water service without same being properly registered.
- iii) When the TWC has discovered that the furnishing of water service would be in contravention of any orders, ordinances or laws of the Federal government or of the State of Connecticut or any political subdivision thereof.
 - iv) Non-payment of a delinquent account provided that the TWC has notified the customer of the delinquency and has made a diligent effort to have him pay the delinquent account.
 - v) Failure by a customer to comply with the terms of any agreement where under he is permitted to amortize the unpaid balance of an account over a reasonable period of time, or any failure by such a customer to simultaneously keep his account for utility service current as charges accrue in each subsequent billing period except where the customer has made payment or payments amounting to 20% of the balance due in which case the TWC shall not terminate service until further notice of the conditions the customer must meet to avoid termination is sent to the customer.
 - vi) Failure of the customer to furnish such service, equipment, permits, certificates or rights-of-way as shall have been specified by the TWC as a condition to obtaining service, or if such equipment or permissions are withdrawn or terminated.
 - vii) Failure of the non-residential customer to fulfill his contractual obligations for service or facilities.
 - viii) Failure of the customer to permit the TWC reasonable access to its equipment during normal working hours.
 - ix) Failure or refusal of the customer to reimburse the TWC for repairs to or loss of TWC property on his property when such repairs are necessitated or loss is occasioned by the intentional or negligent acts of the customer or his agents.
 - x) Customer use of equipment in such manner as to adversely affect the TWC's equipment or the TWC's service to others.
 - xi) Tampering with the equipment furnished and owned by the TWC.
 - xii) Violation of or non-compliance with the TWC's Rules and Regulations.
 - xiii) Fraud or material misrepresentation by a customer in obtaining utility service.
- b) A termination notice to a customer whose account is delinquent will be mailed no earlier than 94 days after mailing the original semi-annual bill. Actual termination of the service will not occur earlier than 13 days after mailing the termination notice.
 - c) The TWC will not terminate service to a customer:
 - i) If the customer has filed an unresolved complaint or dispute with the TWC. Such complaint must be made to the TWC within seven days of his receipt of a termination notice. Such complaint shall be reviewed by the TWC as prescribed by Section 16-262 (c) of the Regulations of Connecticut State Agencies.
 - ii) If there is known to be a serious illness in the home of a residential customer. The TWC must be notified by a doctor within 13 days of the customer's receipt of a termination notice, and such notice must be confirmed by letter within a week after the verbal notification. The notice must be renewed every 15 days or the last day of the period specified by the physician as to the length of the illness. The customer is required to make a reasonable arrangement with the TWC to pay up the delinquent part of his bill and to pay all future bills on a current basis while the illness continues.
 - iii) If the customer is a landlord or agent for an occupied residential rental property and the delinquent bill is for water service to that property. If practicable, arrangements may be made with the tenant for payment of bills for future service, and appropriate legal action may be taken against the customer for the

delinquent and current amounts. However, if practicable arrangements can be made with the tenant and the tenant refuses to cooperate, the TWC may terminate service to the tenant upon proper notification.

10) PRIVATE FIRE SERVICE

- a) Fire hydrants and sprinkler systems shall be installed and maintained at the expense of the customer. The size, material and locations of piping, and specifications for any tanks and pumps which may be required, shall be submitted in writing to the TWC for approval. The TWC may meter private fire lines where there is demonstrated justification such as unauthorized use of the service and/or where unusual circumstances prevail in the customer's premises.
- b) Operating tests of private fire hydrants and sprinkler systems shall be made only after written notification to, and approved by, the TWC.
- c) No water shall be taken from a private fire hydrant except for use on the property in which it is located, nor for any purpose other than to extinguish fires or to test fire fighting equipment. Such uses of water for purposes other than fire fighting shall be made only after written notification to and approval by the TWC.
- d) The TWC shall not be held liable or responsible for any losses or damage resulting from fire or water which may occur due to the installation of a private fire service connection or any leakage or flow of water there from.
- e) In cases where a private development is to be served by a single service connection and ownership of the single service pipe or distribution main is not held by the TWC, a separate fire service main may be required to accommodate private fire hydrant service.

11) PUBLIC FIRE SERVICE

- a) Fire departments desiring to use water from hydrants for testing equipment or for any purpose other than that of extinguishing fires, must notify the TWC in advance of such usage.
- b) Persons who desire to use water from public hydrants for purposes other than fire fighting must first obtain permission in writing from the TWC and must comply with the requirements of the TWC.
- c) All public fire hydrants except certain privately owned hydrants and fire mains shall be owned and maintained by the TWC.
- d) Any hydrant located on public property or a public right-of-way is by definition subject to public fire charges rather than private fire charges.

12) CONSERVATION AND WATER EMERGENCIES

- a) All customers are urged to conserve and use water efficiently.
- b) Swimming pool water quality must be maintained by the use of filtration and/or chemicals as opposed to dumping and refilling (other than wading pools).
- c) During periods of TWC declared water shortages use of lawn sprinklers will be restricted as required by the TWC.
- d) In periods of water shortages the TWC may ban water sprinkling and restrict other uses of water by customers.
- e) The TWC reserves the right to curtail other water usage when scarcity of water or excessive use may, in its opinion, justify such action.
- f) The TWC may determine that groundwater supplies are diminished to such an extent that water conservation measures are prudent, or that unexpected mechanical problems of a temporary nature exist in our well,

distribution network or water tank system. In either case, the TWC may declare that a water emergency exists. In the event of a declared water emergency:

- i) The TWC may prohibit certain uses of water, including but not limited to the watering of lawns, washing of cars, filling of swimming pools, or other uses that the TWC determines should be prohibited in the prudent management of the TWC water system.
- ii) If so, the TWC will notify customers of prohibited conduct, by correspondence sent by U.S. Mail to each customer's billing address.
- iii) If a customer subsequently engages in prohibited conduct, the TWC may immediately terminate that customer's service without notice.
- iv) The TWC retains the right to not terminate service of any such customer and instead encourage such customer to comply with water conservation measures.
- v) Any customer subject to termination of service for engaging in prohibited conduct can have service restored only by paying a restoration fee of \$150 to the TWC.
- vi) If the customer again engages in prohibited conduct during the declared water emergency, the customer's service will again be terminated subject to restoration as above. Subsequent violations may result in service termination until the TWC determines that the water emergency has eased such that water conservation measures may be lifted.
- vii) When the TWC determines that the water emergency has eased such that water conservation measures may be lifted, the TWC will notify customers as above that conduct that was prohibited is no longer prohibited.

13) OTHER PROVISIONS

- a) When there is a leak in any service pipe from curb box to customer's premises and the owner cannot be readily found, or shall refuse to make immediate repairs, the TWC shall have the right to make necessary repairs and charge the customer for same.
- b) The TWC reserves the right to shut off the water supply for necessary repairs. Whenever possible, notice will be given.
- c) The TWC makes no guarantee of continuity of water service or pressure and will not assume responsibility or liability for damages resulting from failure of service or pressure.
- d) The TWC reserves the right to revise its Rates, Rules and Regulations as may be found expedient and as approved the commission.
- e) All charges for maintenance of the customer owned portion of a water service (see Section 2f) shall be paid for by the customer owning the service as follows:
 - i) Thawing of frozen service pipes or their repair
 - ii) Damage to services by the customer or others
 - iii) Turning the service off/restoration of service after termination for nonpayment of bill
 - iv) Repairs to curb boxes
 - v) Revision of plumbing or repairs requested by the customer

The TWC reserves the right to revise these Rules & Regulations as needed
Tariffville Water Commission of the Tariffville Fire District

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