DRAFT - FOR DISCUSSION PURPOSES

MANAGEMENT LEASE AGREEMENT FOR OPERATION OF THE WEST NECK WATER DISTRICT

AGREEMENT made this	_ day of	, 2022, between Suffolk County Water Authority,
a public benefit corporation ha	aving its prin	cipal office at 4060 Sunrise Highway, Oakdale, New
York ("SCWA") 11769, and t	he Town of S	Shelter Island ("Town"), a municipal corporation
having its principal office at 3	8 North Ferr	y Road, P.O. Box 970, Shelter Island, New York
11964.		

WHEREAS, the Town is the owner of a public water supply system used in the distribution of water to consumers solely serving approximately 70 properties known as the West Neck Water Improvement District, located within the Town of Shelter Island, New York ("District"); and

WHEREAS, the parties desire to provide for the operation of the District water supply and distribution system including fee based delivery of water by the Authority to all water customers located within the District whether existing now or in the future; and

WHEREAS, the Authority requires as a condition to operate the District water supply and distribution system that certain capital improvements be made to the system, which improvements shall be paid for through a surcharge amount as set forth in 7.1; and

WHEREAS, the parties desire to enter into a Lease Agreement pursuant to Town Law §209-q under the terms and conditions hereinafter specified;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the parties hereto agree as follows:

I. OPERATION AND MAINTENANCE

- 1.1 The Town hereby leases to the Authority, for the term hereinafter specified all of the right, title and interest in the entire District water supply and distribution system, including wells, hydrants (if any), water storage and distribution system, real property, and other water supply facilities, and all extensions thereto as identified in Exhibit A. The leased property includes replacements, additions, betterments and improvements which may hereafter be furnished and installed in or by the Town or the SCWA during the term of this Agreement.
- 1.2 The SCWA agrees to operate, maintain and repair the entire operating plant, wells, hydrants, storage and distribution system of the District, and provide water to the customers located within the District pursuant to the terms hereof. The Town represents that it has good title to the above

facilities and that such facilities shall be leased to the SCWA in an "as is" condition as of the date of the last inspection of such facilities by the SCWA prior to the execution of this Agreement. The Town will, to the extent reasonably practicable, advise the SCWA of all defects and conditions known to the Town that affect the operations, plant, water storage and distribution system, (which currently crosses private property) real property and other water supply facilities of the District and all extensions thereto.

- 1.3 The SCWA shall be the sole supplier of water within the District during the term of this Agreement.
- 1.4 The SCWA shall assume the benefit of existing equipment service agreements, if any, and the Town shall provide copies of any such agreements to the SCWA. Except as otherwise provided herein, the SCWA shall not assume any liability or obligation under any contracts or agreements the Town may have with any third parties.

II. CAPITAL IMPROVEMENTS

2.1 In addition to the consideration stated elsewhere herein, the SCWA agrees to make approximately \$1,700,000 worth of capital improvements to the water supply and distribution system of the District within five years of the full execution of this Agreement. The currently proposed capital improvements are included and will be prioritized as set out in Exhibit B attached hereto. The actual capital improvements made to the District water supply and distribution system may differ from those listed in Exhibit B, but the total cost of improvements over the initial five-year period of this Agreement shall not be less than \$1,700,000. The SCWA shall notify the Town and District representatives of any such changes. If the SCWA makes less than \$1,700,000 in capital improvements in the first five years of this Agreement, the surcharge amount set forth in paragraph 7.1 will be recalculated to reflect the cost of the capital improvements actually made within the first five years of this Agreement. The Town and District will receive an annual report of amortized capital improvement expenditures each year for a period of five (5) years. The SCWA shall diligently pursue applicable grants that may be used for the reduction of the costs associated with these capital improvements.

III. REPLACEMENTS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS

- 3.1 The Town and the District shall not at any time during the term of this Agreement be obligated to make replacements, additions, betterments and improvements to the water supply and distribution system within the District at its own cost and expense, unless otherwise provided for in this Agreement.
- 3.2 The SCWA may, at its own cost and expense and in its sole discretion, with notification to the Town and the District, make replacements, additions, betterments and improvements or abandon any portion of the water supply and distribution system now existing or hereafter formed within the District in order to provide an adequate supply of water at proper pressure and

of high quality to the District. The Town agrees that such replacements, additions, betterments and improvements may be installed at such locations as the SCWA may determine and may be connected and interconnected with the distribution system of the District in such manner as the SCWA shall determine. Legal title to such replacements, additions, betterments and improvements installed by the SCWA at its own cost and expense shall be and remain in the Authority. The Town shall purchase such replacements, additions, betterments and improvements within the District at the termination of this Agreement in accordance with paragraph 8.2. Notice shall be provided by the SCWA to the Town and the District 30 days prior to making any replacements, additions, betterments, improvements, and/or abandonments and shall further provide the costs associated therewith.

- 3.3 The Town agrees that the SCWA shall be entitled to the use, occupancy and possession of all of the water supply and distribution facilities and of the entire property of the District without the imposition of any rentals or other charges of whatever kind, other than set forth in this Agreement.
- 3.4 All water main extensions within the District after the execution of this Agreement, other than those made in accordance with paragraph 2.1, shall be made in accordance with the SCWA's Rules and Regulations existing at the time of the subject extension. A copy of the current SCWA Rules and Regulations is set forth in Exhibit C, but they are subject to change from time to time. Said Rules and Regulations shall apply to all District customers in the same manner as they are applied to SCWA customers in the same service classifications. District customers shall not be subject to any rules, regulation, fees or charges other than those that SCWA customers in the same service classification are subject to, except as otherwise set forth herein.

IV. SERVICE CONNECTIONS

4.1 During the term of this Agreement, all District service connections shall be made in accordance with the SCWA's Rules and Regulations existing at the time of the service connection. A copy of the current SCWA Rules and Regulations is set forth in Exhibit C, but they are subject to change from time to time. Notice of changes in SCWA Rules and Regulations shall be provided to the Town and the District in the same manner as SCWA provides such notice to its other customers, but in no case less that 30 days.

V. WATER SUPPLY BY THE SCWA

5.1 On and after the effective date of this Agreement, the SCWA will furnish and supply all water to those existing customers located within the District and new customers who shall apply to the SCWA for the service of water during the term of this Agreement. If the addition of new customers requires enhanced capacity and/or the installation of new supply wells, the SCWA will upon 60 days notice consult with the Town prior to adding the customers.

- 5.2 It is expressly understood and agreed that the furnishing of water and the performance of services by the SCWA to District customers shall be in accordance with and governed by this Agreement and the SCWA's Rules and Regulations and any changes, amendments or revisions thereof.
- 5.3 The SCWA, at its own cost and expense, shall operate and maintain the District water supply system by performing the following functions and services:
- (a) Prepare and mail residential and commercial customer account billings and notifications for customers located in or serviced by the District according to the SCWA's billing cycles.
- (b) (b) Promptly deposit all receipts for paying accounts in such bank or trust company as determined by the SCWA.
- (c) Report all water meter readings, account billing, and collected amounts to the Town and District representatives annually.
- (d) Conduct all necessary water sampling, testing, monitoring and analyses, regulatory reporting and prepare water quality statements to ensure water quality is in compliance with all applicable federal and state and county laws, rules and regulations, and assure water supply and quality complies with the same. Any and all state and federal agency fines and violation fees due to the SCWA's action or inaction in its operation and management of the District water system will be paid by SCWA. Water Quality Statements shall be forwarded to the Town and District upon generation.
- (e) Manage and supervise the daily operations of the District water system, including maintenance of the existing system and take all appropriate measures to ensure compliance with all regulatory requirements and be available for all agency inspections of premises.
- (f) Provide customer service in accordance with the level of service provided to all SCWA customers and in accordance with the SCWA's Rules and Regulations in effect and as amended from time to time.
- (g) Operate, maintain and repair the District water mains, hydrants and appurtenances.
- 5.4 The SCWA shall not transport or allow the transport of water from any drinking water wells located within the Town to any location outside the Town at any time during the term of this Agreement. Further, notwithstanding the SCWA's Rules and Regulations, the SCWA shall not allow the filling of water trucks from District wells.
- 5.5 The SCWA shall defend and save harmless to the extent permitted by law the Town and its successors and/or assigns, any officers, directors, trustees, employees, representatives, servants and/or agents (collectively the "indemnified parties"), against and from all claims, damages,

liabilities, suits, losses, payments, actions, recoveries, judgments, including without limitation, fees and disbursements of counsel incurred by the indemnified parties and other costs of every kind and description arising out of or occasioned by any breach of this Agreement by the SCWA, and/or any negligent act or omission of the SCWA, its agents, contractors, employees, servants or licensees, during the term of this Agreement, including without limitation any such costs incurred by the indemnified parties. The requirements set forth in this section 5.5 shall survive the expiration or other termination of this Agreement.

VI. OBLIGATIONS OF THE TOWN

- 6.1 Prior to the effective date of this Agreement, the Town shall furnish the Authority with the following information:
- (a) An original up-to-date map of the District supply and distribution system, to the extent such maps are presently available, showing the location and size of any and all water mains and extensions thereto (with identification of said mains as to whether they are cast iron or asbestos cement or other material), existing valves and valve connections, and the location of all hydrants (if any) indicating whether such hydrants are equipped with shut-off valves (a copy of same is attached hereto as Exhibit A). The SCWA shall maintain maps of the District system and any additions, betterments, or deletions to the system and shall incorporate the District information into the SCWA's mapping program which shall be made available to the District and the Town as changes are made. On the termination of this Agreement, the SCWA shall provide the Town with up-to-date maps of the District system, to include all information that the Town provided to the SCWA pursuant to this paragraph 6.1(a).
- (b) An up-to-date file of customers and tap card information for the District's services and fire line services, to the extent such information is available, showing the street address location, including Suffolk County Tax Map information, name of the account and size of each meter and service, type of material and ties to the curb valve, and other information necessary to administer customer accounts.
- (c) Documentation showing all parcels of land and buildings used in the operation of the District's water supply and distribution systems and which are to be leased to the SCWA pursuant to this Agreement (see Exhibit A attached hereto).
- 6.2 The Town agrees to adopt all rates, fees, charges and/or ad valorem or other levies sufficient to pay the management fee set forth in Section VII of this Agreement.
- 6.3 The Town hereby represents that any debt that has been incurred by the Town, or its predecessors, for the purpose of paying for the cost of improvements to the District water supply and distribution system that is the subject of this Agreement has been paid in full. To the extent that any debt incurred by the Town for the purpose of paying the cost of the improvements to the District water supply and distribution system have not been paid, the Town hereby covenants

and agrees that such debt is solely the responsibility of the Town, and the Town agrees to discharge existing indebtedness of the District water supply and distribution system in accordance with the requirements of the terms of the indebtedness and the law. The Town hereby expressly waives any and all claims to compensation for said existing indebtedness from the SCWA during the term of this Agreement and any extensions thereto, and agrees to indemnify and save harmless, to the extent permitted by law, the SCWA, its successors and/or assigns, any officers, directors, employees, representatives and/or agents against and from any and all claims, damages, liabilities, costs and expenses, including without limitation, fees and disbursements of counsel incurred by the SCWA arising out of the discharge of such indebtedness by the Town.

6.4 The Town agrees to review and with approval, make vacant Town-owned property, to the extent it is not needed for other Town uses, available to the SCWA for use as future wells to supply the District.

6.5 The Town shall defend, indemnify and save harmless, to the extent permitted by law, the SCWA, its officers, agents, servants and/or employees against and from any and all claims, damages, liabilities, suits, losses, payments, actions, recoveries, judgments, including without limitation, fees and disbursements of counsel incurred by the SCWA and other costs of every kind and description arising out of any breach of any representation, warranty, covenant or agreement of the Town contained in the Agreement, any liabilities of the Town, any claim, action or proceeding that challenges the manner in which the Town exercises its statutory authority, any act or omission of the Town, its agents, contractors, employees, servants and licensees prior to the effective date of this Agreement, any claim, action or proceeding commenced by any third party for injury to person or property suffered prior to the effective date of this Agreement and any and all other acts or omissions of the Town prior to the effective date of this Agreement. The requirements set forth in this section 6.5 shall survive the expiration or other termination of this Agreement.

6.6 The Town represents that there may be some District water mains on private property in several areas of the District distribution system. It does not appear that the Town or District have written easements or other agreements from the private property owners. The Town shall defend, indemnify and save harmless, to the extent permitted by law, the SCWA, its officers, agents, servants and/or employees against and from any and all claims, damages, liabilities, suits, losses, payments, actions, recoveries, judgments, including without limitation, fees and disbursements of counsel incurred by the SCWA and other costs of every kind and description arising out of the location of such water mains on such private property.

VII. MANAGEMENT FEE FOR SERVICES

7.1 In consideration of the services provided by the SCWA, the Town agrees to pay SCWA a management fee equal to the revenues the SCWA would receive if SCWA rates and charges were applied for water service within the District. The applicable SCWA rates and charges are those as set forth as the prevailing rates and charges for water service on Fire Island/Shelter

Island set forth in SCWA's Rules and Regulations (currently \$2.956 per thousand gallons with a annual minimum charge of \$243.96 and an annual water quality and treatment charge of \$80.00), all as the same may be amended from time to time. In addition, the Town shall pay an annual surcharge of \$91,661.52, for the capital improvements made in accordance with paragraph 2.1 above. The surcharge is the annual amount to be paid for the cost of the capital improvements made in accordance with paragraph 2.1 (which amount shall be no greater than \$1,700,000.00) plus interest over a 25 year period. The above referenced rates and charges plus the surcharge for capital improvements constitute the Management Fee.

- 7.2 The Town may establish water rates and charges that are higher than the SCWA's rates and charges set forth above in paragraph 7.1 and apply such excess revenues to the annual surcharge. The annual surcharge will then be reduced by the amount of such excess revenues.
- 7.3 The SCWA shall account for the billings of the customers of the District and invoice the Town quarterly for the differential, if any, between the Management Fee set forth herein and the amounts billed to District customers on behalf of the Town as provided for in this Agreement. If the billings of the customers of the District are greater than the Management Fee, the excess amount shall be remitted to the Town on a quarterly basis.
- 7.4 Any and all miscellaneous fees billed by the SCWA are to be billed in accordance with the SCWA's Rules and Regulations as the same may be amended from time to time. The SCWA agrees that it will not establish any miscellaneous fees for District customers that are over and above such fees as reflected in the SCWA's Rules and Regulations Fire Island/Shelter Island Miscellaneous Fees/Other Charges and Credits. The SCWA shall retain all receipts associated with the billing of these miscellaneous fees. The SCWA shall provide an annual report to the Town of any such fees collected from District customers.
- 7.5 All billing to customers of the District by the SCWA will be in accordance with the rates and charges that now exist or that are hereinafter adopted or imposed by the Town. The Management Fee due to the SCWA shall be in accordance with this Agreement.

VIII. TERM OF THIS AGREEMENT

- 8.2 If this Agreement is not renewed at the end of such term or any renewal thereof or is terminated prior to the expiration of said term or any renewal thereof, the Town shall acquire from the SCWA any replacements, additions, betterments and improvements or other capital improvements installed in the District at the Authority's cost and expense during the term hereof and any renewal term. The value of the capital improvements made under paragraph 2.1 shall be based upon a 25 year life (which amount shall be not greater than the remaining principal amount

due for the capital improvements made pursuant to paragraph 2.1). The value of replacements, additions, betterments and improvements or other capital improvements, other than those made under paragraph 2.1, shall be computed at original cost, less depreciation, based upon a 35 year life.

8.3 In the event the Town does not acquire the capital improvements made by the SCWA pursuant to paragraph 8.2, at the end of the initial term, or any renewal thereof, the SCWA shall have the option to purchase from the Town the entire operating plant, distribution facilities and real property owned by the Town and leased to the SCWA. The value of such operating plant and distribution facilities shall be determined to be the original cost as paid by the Town less depreciation based upon a 35 year life. The value of the real property shall be its market value on the date of the conveyance. The SCWA shall limit its acquisition of real property to an easement interest for so long as the property is needed for public water supply purposes.

8.4 If this Agreement is not renewed at the end of the initial term or any renewal thereof, or is terminated for any cause whatsoever prior to the expiration of said term or any renewal thereof, and the Town declines to acquire the capital improvements as described in paragraph 8.3 above, the SCWA retains the right, without limitations and without the imposition of any transmission fees or any other fees or charges, to the continued ownership of and use of any such capital improvements.

IX. INSURANCE

- 9.1 The Town will provide insurance coverage evidenced by a Certificate of Insurance or proof a self-insurance submitted in a form acceptable to the SCWA as follows:
- (a) Thirty days notice of cancellation, non-renewal or reduction of coverage is required
- (b) The interest of the SCWA, as additional insured with no responsibility for payment of premium, shall be added to all policies.
- (c) Coverage shall be obtained and maintained throughout the life of the Agreement as follows:
- (i) General Liability Commercial General Liability, including separate limits for Personal Injury and Products/Completed Operations. Coverage to include Contractual Liability.

Limits: \$1,000,000 general liability

\$2,000,000 aggregate

\$2,000,000 products/completed operations

(ii) Excess Liability -

Limit: \$5,000,000 on a form that follows the underlying coverage

The limits provided above shall be reviewed and increased as deemed appropriate by the SCWA and the Town during the term of this Agreement and any extensions thereto.

- 9.2 The SCWA will provide insurance coverage evidenced by a Certificate of Insurance or proof a self-insurance submitted in a form acceptable to the Town as follows:
- (a) Thirty days notice of cancellation, non-renewal or reduction of coverage is required.
- (b) The interest of the Town, as additional insured with no responsibility for payment of premium, shall be added to all policies other than Workers' Compensation.
- (c) Coverage shall be obtained and maintained throughout the life of the Agreement as follows:
- (i) Automobile Liability Comprehensive Automobile Liability, including all owned, non-owned, and hired autos, in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability, New York State Personal Injury Protection.
- (ii) General Liability Commercial General Liability, including separate limits for Personal Injury. Coverage to include Contractual Liability.

Limits: \$1,000,000 per occurrence

\$1,000,000 for Personal Injury Liability

\$2,000,000 aggregate

(iii) Excess Liability -

Limit: \$5,000,000 on a form that follows the underlying coverage

(iv) Workers' Compensation - As required by the Workers' Compensation Law of the State of New York.

The limits provided above shall be reviewed and increased as deemed appropriate by the SCWA during the term of this Agreement and any extensions thereto.

X. MISCELLANEOUS

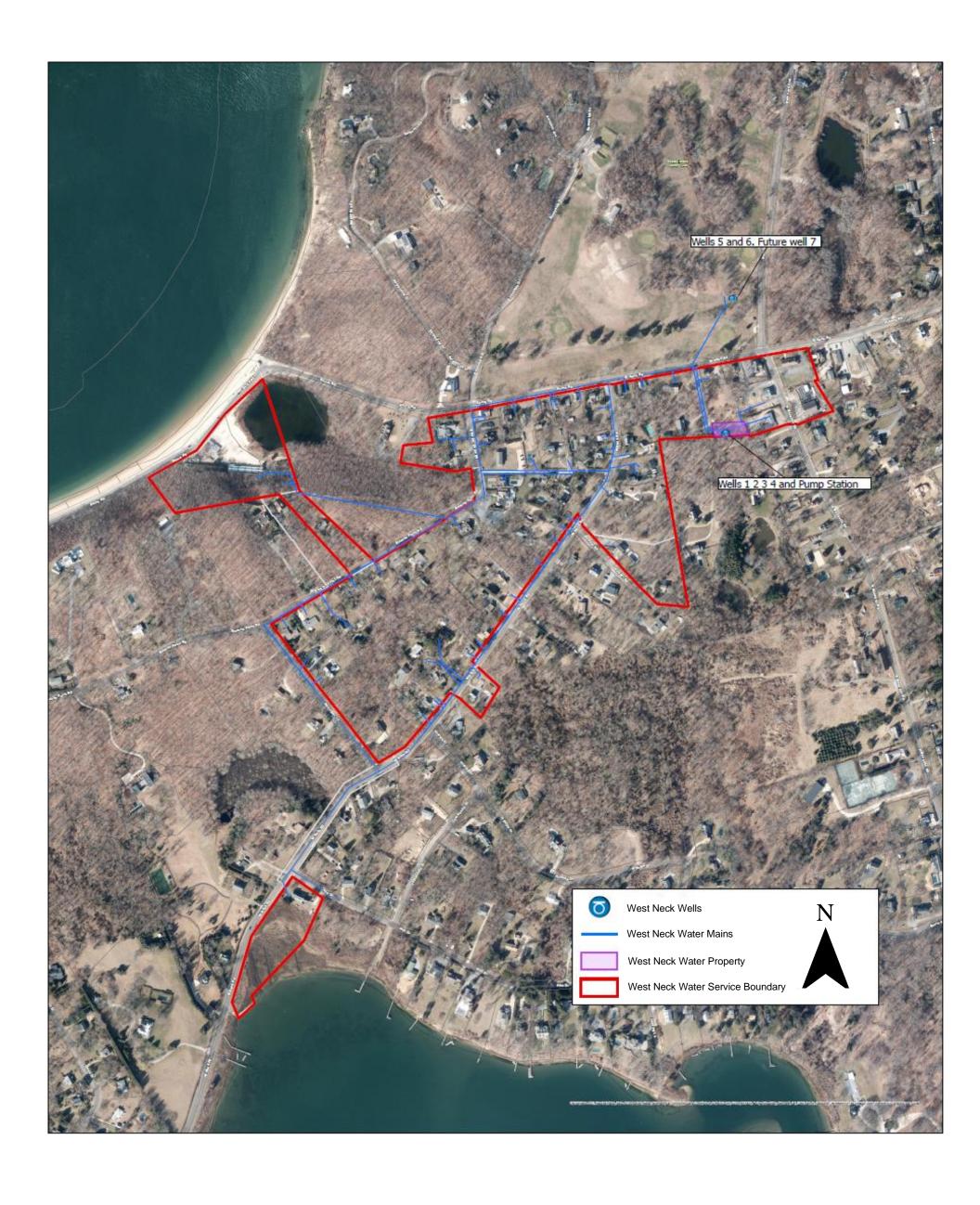
- 10.1 This Agreement incorporates the entire agreement between the parties hereto as to the subject matter hereof and terminates and overrides any prior agreements or understandings.
- 10.2 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

- 10.3 The parties hereto agree to execute such further instruments, documents or certificates as may be necessary or desirable to effectuate the purposes and intent of this Agreement.
- 10.4 This Agreement may not be amended, changed, modified or altered except in writing executed by the parties hereto.
- 10.5 This Agreement shall be governed in accordance with the laws of the State of New York. The venue for said action shall be in Suffolk County, New York.
- 10.6 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, acts of God, government restrictions (including the denial or cancellation of any necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Notwithstanding the foregoing, this paragraph shall not be applied so as to excuse or delay payment of any monies by one party to the other, including rent and the Management Fee.
- 10.7 In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or enforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been stated herein.
- 10.8 All notices shall be in writing and will be deemed effective for all purposes as of the date such notice is mailed, postage prepaid to be delivered to the Suffolk County Water Authority, Legal Department, 4060 Sunrise Highway, P.O. Box 38, Oakdale, New York 11769 and Town of Shelter Island, Office of Town Clerk, 38 North Ferry Road, P.O. Box 970, Shelter Island, New York 11964.
- 10.9 The SCWA agrees that it shall not assign, transfer, convey or otherwise dispose of this Agreement or any of its right, title, benefit, advantage or burden imposed on it without the prior written approval of the Town.
- 10.10 It is expressly understood and agreed that in case a material default be made in the performance of any of the covenants in this Agreement by either party or should either party fail to substantially comply with any law regarding public water supply or should either party file or have filed against it a petition in bankruptcy or similar proceeding or should either party be adjudicated a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the other party may, if it so elects at any time thereafter, terminate this Agreement and the term hereof on giving the other party five days' notice in writing, and this Agreement and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this Agreement for expiration hereof.

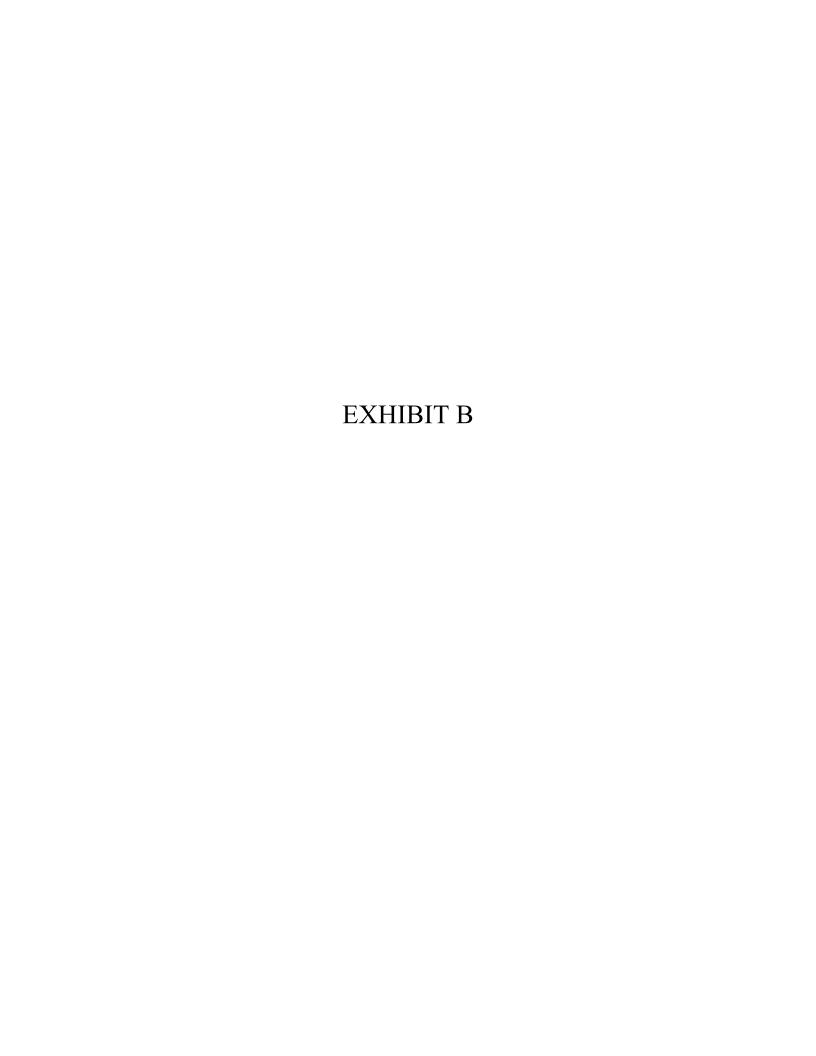
IN WITNESS WHEREOF, the respective parties hereto have set their hands and seals the day

and seals the day and year first above written.
SUFFOLK COUNTY WATER AUTHORITY
By:
TOWN OF SHELTER ISLAND
Bv:





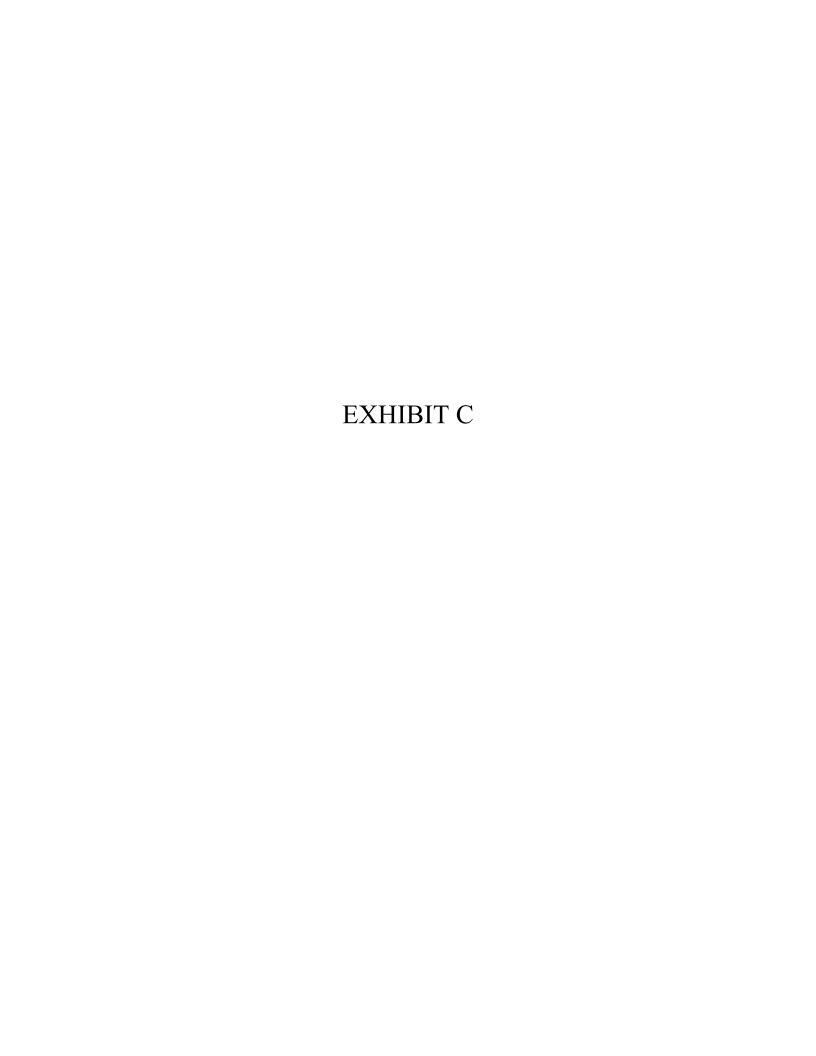
West Neck Water System Map



West Neck Water - Proposed Capital Improvements

Rev 1/3/22

<u>Description</u>		Estimated Costs
Replace Distribution System, install meters a	and Vaults	\$1,200,000.00
Construct Well #7		\$300,000.00
Reconfigure Electric System		\$200,000.00
Total C	apital Improvements	\$1,700,000.00



SUFFOLK COUNTY WATER AUTHORITY RULES AND REGULATIONS

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COMMUNITIES SERVED

Western Regional

Amity Harbor	Eaton's Neck	North Amityville
Amityville	Edgewood	North Babylon
Asharoken	Flowerfield	North Bay Shore
Babylon	Fort Salonga	North Great River
Bay Shore	Fort Salonga	North Lindenhurst
Brentwood	Great River	Northport
Brightwaters	Halesite	Oakdale
Centerport	Hauppauge	Pinelawn
Central Islip	Head of the Harbor	San Remo
Cold Spring Harbor	Huntington	Smithtown
Commack	Huntington Bay	South Hauppauge
Copiague	Huntington Station	St. James
Crab Meadow	Islandia	Village of the Branch
Deer Park	Islip	West Babylon
Dix Hills	Islip Manor	West Bay Shore
East Commack	Islip Terrace	West Islip
East Farmingdale	Kings Park	West Smithtown
East Huntington	Lindenhurst	West St. James
East Islip	Lloyd Harbor	Wheatley Heights
East Neck	Nesconset	Wyandanch
East Northport	Nissequogue	

Fire Island Communities

Blue Point Beach (fire protection)

Cherry Grove

Davis Park

Fire Island Pines

Kismet

Lonelyville

Ocean Bay Park

Point of Woods

Summer Club

Water Island (fire protection)

Central Regional

Bayport Hagerman Sayville Belle Terre Old Field South Stony Brook Holbrook **Bellport** Selden Blue Point Holtsville South Centereach **Bohemia** Lakeland South Holbrook Brookhaven Lake Ronkonkoma South Yaphank Centereach **Poquott** Stony Brook Coram Port Jefferson Terryville Coram Medford Village of Lake Grove East Holbrook North Bellport West Bellport East Patchogue North Patchogue West Sayville East Setauket Port Jefferson Station South Medford Farmingville Patchogue Yaphank Gordon Heights Ronkonkoma Lake Grove Ridge Village of Islandia Middle Island Rocky Point Village of Patchogue Miller Place Selden West Ronkonkoma Mount Sinai Setauket West Yaphank North Centereach Sound Beach South Setauket North Selden

Eastern Regional

Amagansett North Haven

Bridgehampton North Sea

Center Moriches North Shirley

East Hampton Oakville

East Moriches Quiogue

East Quogue Quogue

East Yaphank Remsenburg

Eastport Sag Harbor

Freetown Shirley

Greenport South Ridge

Manorville Southampton

Mastic Southold

Mastic Beach Speonk

Mattituck Wainscott

Middle Island Watermill

Montauk Westhampton

Moriches Westhampton

Beach

Dering Harbor

APPLICATION FOR SERVICE

- 1. All applications for the use of water must be made by the owner of the premises in writing on a form provided by the Authority. On acceptance by the Authority, the application shall constitute a contract between the Authority and the applicant obligating the applicant to pay the Authority its established rates and surcharges and to comply with its rules and regulations.
- 2. Applications will be accepted subject to there being an existing main in a street or right of way abutting on the premises to be served but acceptance shall in no way obligate the Authority to extend its mains to serve the premises excepting as hereinafter provided.
- 3. A separate application must be made for each premises. The word "premises" as used herein shall be defined as follows:
 - (a) A building under one roof owned by one customer, and occupied as one residence or one place of business.
 - (b) A combination of buildings owned by one customer, in one common enclosure, occupied by one family, or one corporation or firm, as a residence or place of business.
 - (c) Each unit of a multiple house or building separated by a solid vertical partition wall, occupied by one family, or one firm, as a residence or a place of business.
 - (d) A building owned by one customer having a number of apartments, offices, or lofts which are rented to tenants, and using in common one hall and one or more means of entrance.
 - (e) A building one or more stories high under one roof, owned by one customer having an individual entrance for the ground floor occupants and one for the occupants of the upper floors.
 - (f) Garden apartments owned by one individual or firm and located in one common enclosure.

Sub-metering will not be permitted.

- 4. Application of contractors, builders, and others for temporary service will be accepted and temporary water service will be supplied providing it does not interfere with use of water for general purposes. The quantity of water taken for such purposes shall be determined either by meter or by estimate and paid for in accordance with the tariff applicable to metered general purposes. Customers requiring temporary service shall pay the Authority for its expense in connection with providing the necessary temporary service connections and retirement fee specified.
- 5. No agreement will be entered into by the Authority with any applicant for water service until all charges due from the applicant for water or services at any premises now or heretofore owned or occupied by him/her which are in arrears shall have been paid.
- 6. There are streets that, due to width or exceptional degree of difficulty inherent to crossing under the street for the purpose of providing water, where the standard connection fee, except for a single 1 inch service to serve an individual existing residence, will not apply. In these instances, the connection fee for a water service will be the cost of a service line installed by trenchless technology and it will be shared equally by those structures that would be connected to that lien. This will apply to acceptance of applications for services as detailed in Section 2, No. 2.

DEPOSITS

- As security for the payment of bills, the Authority may require a deposit of any applicant, or any customer to whom it may be supplying water. Specifically, the Authority shall require that all new residential tenants and commercial/industrial customers provide a deposit of \$50 and \$100 respectively. The Authority reserves the right to collect a larger deposit based on individual facts and circumstances.
- When application is made by an individual or corporation for the installation of fire hydrants the Authority may require a deposit consisting of approximately six (6) times the annual estimated revenue to be derived therefrom, as a guarantee of payment of said annual revenue. Hydrant rentals are billed semiannually. The deposit will be applied against the rental charge for each period. If a public fire district should assume payment of the rentals before the deposit has been completely depleted, the remaining balance of the deposit will be refunded forthwith. If at any time prior to assumption of payments by a public fire district the rental rate is increased, the Authority may require an additional deposit.

INSTALLATION OF SERVICES AND TAPPING FEES

1. Definitions

- (a) <u>Public Street</u> For the purposes of these rules, a public street is defined as any street, avenue, road, or way that is for any highway purpose under the jurisdiction of the legislative body of any village, town, city, county, or the State of New York.
- (b) <u>Private Street</u> For the purposes of these rules, a private street is defined as any street, avenue, road, or way that is not for any highway purpose under the jurisdiction of the legislative body of any village, town, city, county, or the State of New York.
- (c) Any Highway Purpose The Authority will recognize any street, avenue, road, or way as being for highway purposes under the jurisdiction of the legislative body of any village, town, city, county, or the State of New York, if any one of the following conditions is satisfied:
 - 1. If the street has been dedicated and accepted by the legislative body; or
 - 2. If the street has been condemned by the legislative body; or
 - 3. If the street is being maintained by the legislative body at the time application for water service is received.

2. Tapping Fees

Tapping fees are as follows:

Service Size	Tapping Fee
1"	\$3,200 (includes vault)
1 ½"	\$4,800
2"	\$6,300
4"	\$15,300
6"	\$15,600
8"	\$16,700
10"	\$18,000
12"	\$18,900

Effective January 1, 2021 – Board Resolution 287-12-2020

In consideration of this fee, the Authority will, at its expense, install, operate, maintain, and, when necessary, replace at its own cost and expense the service pipe and connection between the main and the property line, including curb stop and vault, on both public and private streets. It is further provided that easements acceptable to the Authority must be furnished to it for service installations on private streets.

The tapping fee and/or any applicable surcharge for the main installation is linked to providing an operating service line and must be paid to maintain said service line operative, a tapping fee will be charged for all service installations.

The applicable tapping fee for existing residential customers may be paid in full or as a \$500 application fee which will be credited toward the tap fee and surcharge costs, with an increase of 10 basis points for each five-year increment in repayment period starting after five years. The program payment periods should include 2, 5, 10, 15, 20, and 25 years. The residential customer, for this purpose, shall be defined as an owner occupied residence, for a one (1) inch service, which is converting from a private water system to public supply.

When more than one (1) tap is made in a single excavation, the Authority will give a ten percent (10%) reduction in the cost for the total of the individual tapping fees. For service installations of 1½" or larger, the Authority will give a fifty percent (50%) reduction in the cost of said installation if the location of the service line is identified prior to the installation of the new main required for that service.

When the Authority is expected to incur excessive costs to install a service greater than 1" as a direct result of requirements made by an outside governing body, and the cumulative cost of installation is expected to exceed the standard fee by greater than 10%, the customer shall be responsible to pay the actual cost of installation.

3. Stub Services

From time to time, the Authority will install "Stub Services", which is a connection to the water main and a copper pipe that runs to the property line for a residence, which does not plan to connect to the Authority's system.

In those instances where a three-quarter (3/4) inch or one (1) inch stub service is installed at the discretion of the Authority and where no tapping fee has been received, the Authority will permit the new customer to pay a tapping fee based on the date in which the stub service was installed, or the current fee, whichever is less. The fee will also include the cost of the vault when said vault was installed at the same time as the stub service. The following schedule reflects the applicable fee:

Date Service Installed	5/8" or 1"	1" Vault Only	1 1/2"	2''	1 ½" / 2"	1 ½" / 2" Vault	4''	6''	8''	10"	12"
					Vault Fee	Only					
Prior to 1970	\$400		\$2,100	\$2,200			\$3,000	\$3,100	\$3,300	\$3,500	\$3,900
1970 - 1975	\$450		\$2,300	\$2,400			\$3,300	\$3,400	\$3,700	\$3,900	\$4,400
1976 - 1980	\$500		\$2,600	\$2,700			\$3,700	\$3,800	\$4,100	\$4,400	\$4,900
1981 - 1985	\$650		\$3,300	\$3,500			\$4,800	\$5,000	\$5,400	\$5,700	\$6,300
1986 - 1991	\$700		\$3,600	\$3,800			\$5,200	\$5,300	\$5,800	\$6,100	\$6,800
1991 - 2001	\$800		\$4,100	\$4,300			\$5,900	\$6,100	\$6,600	\$7,000	\$7,800
2001 - 2007	\$950		\$4,100	\$4,300	\$500	\$500	\$5,900	\$6,100	\$6,600	\$7,000	\$7,800
2008	\$1,200	\$400	\$4,100	\$4,300	\$500	\$950	\$5,700	\$5,900	\$6,400	\$6,800	\$7,600
2009	\$1,350	\$650	\$4,100	\$4,300	\$500	\$1,250	\$5,700	\$5,900	\$6,400	\$6,800	\$7,600
2010	\$1,500										
2011	\$1,650										
2012 to 6/30/16	\$1,850										
7/1/16 to 12/31/16	\$1,850	\$650	\$4,400	\$4,600	\$500	\$1,250	\$6,500	\$6,700	\$7,300	\$7,700	\$8,600
1/1/17 to 12/31/17	\$1,850	\$650	\$4,400	\$5,200	\$500	\$1,250	\$7,000	\$7,200	\$7,800	\$8,300	\$9,300
1/1/18 to 1/31/19	\$1,850	\$650	\$4,400	\$5,600	\$500	\$1,250	\$7,500	\$7,700	\$8,400	\$8,900	\$10,000
2/1/19 to 5/31/19	\$3,000	\$1,050	\$4,700	\$6,200	\$500	\$1,250	\$15,200	\$15,500	\$16,600	\$16,800	\$16,800
6/1/19 to 12/31/19	\$3,000	\$1,050	\$4,700	\$6,200	\$1,000	\$1,450	\$15,200	\$15,500	\$16,600	\$16,800	\$16,800
					\$1,460	\$2,130					
1/1/20 to 5/31/21	\$3,200	\$1,050	\$4,700	\$6,200	\$1,000	\$1,650	\$15,300	\$15,600	\$16,700	\$17,400	\$17,400
					\$1,460	\$2,420					
6/1/21 to	\$3,200	\$1,050	\$4,800	\$6,300	\$1,000	\$1,650	\$15,300	\$15,600	\$16,700	\$18,000	\$18,900
12/31/2021					\$1,460	\$2,420					
1/1/2022 to >>>>	\$3,200	\$1,050	\$4,800	\$6,300	\$1,000	\$2,040	\$15,300	\$15,600	\$16,700	\$18,000	\$18,900
					\$1,920	\$2,970					
Stub Vault	\$750										

4. Check Valve Fees

When there are multiple services to a single user and no backflow prevention, the customer will be required to have the Authority install a check valve. The additional fee required per service is:

Size of Service	Check Valve Fee
4"	\$655
6"	\$884
8"	\$1,200

5. Real Estate Developer or Prospective Owner

A prospective owner shall be a contract vendee or purchaser in possession of premises on a public street.

A real estate developer is an owner or builder of premises in a subdivision or an owner or builder of one or more units for sale on a public street.

6. Maintenance and Replacement

The Authority, at its expense, will maintain, and when necessary, replace any service pipe and service connections from the main to the property line on all public and private streets.

Service pipe and service connections shall not be trespassed upon nor interfered with in any respect. The curb stop may not be used by the customer for turning on or shutting off the water supply but is for the exclusive use of the Authority.

7. Service on Applicant's Property

At his own expense, the applicant shall install the service pipe from the approximate property line to the premises and a valve to be located preferably just inside the building wall, permitting control of the water supply by the customer. At the expense of the customer, this property shall be maintained and when necessary, replaced. For this installation and maintenance thereof, the customer shall employ a licensed plumber and all work shall be performed in a manner satisfactory to the Authority. The minimum size, materials, depth of cover and method of construction shall be the same as hereinafter specified for a service pipe installed by the Authority. 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 with the Authority's requirements, water service either will not be turned on, or will be discontinued if such defects are not remedied.

No service pipe will be installed by the Authority until the service pipe and service connections from the premises to the street has been installed in a manner satisfactory to the Authority.

8. Service Pipe - Specifications

All service pipes shall have a minimum cover of four and one-half (4-1/2) feet, except in cases where ground water levels are such as to make such cover impractical. All service pipes shall not be less in size than 1", 1 ½", and 2" inside diameter and shall be of ASTM B88 Type K soft tempered copper tubing, or 200 PSI CTS potable plastic with NSFPW stamping, for services four (4) inches in diameter, or larger, ductile iron or C900 pipe of quality equal to American Water Works Association or Federal Specifications, and that the service pipe specifications be of a weight suitable for service under pressure equivalent to at least 200 pounds per square inch. All connections of service pipes to a main with a ground cover of less than five (5) feet shall be made on the side of the main so that such service pipes shall, in no case, have less covering than the main, except in cases where ground water levels make such cover impractical. The Authority reserves the right in all cases to stipulate the size and type of service connections to be used.

9. Frost Provision

The Authority shall not be required to install any service line and service connections between November 15th and April 15th, except by special arrangement, in which case the customer shall pay for the excess over normal costs.

INSTALLATION OF METERS

- An individual meter shall be required for each premise and for each separate service connection to a premise.
- 2. The meter will be furnished and connected by the Authority without cost to the customer except as noted in Section VII General Rules, as applicable. The Authority reserves the right in all cases to stipulate the size, type, and make of the meter to be used on any connection.
- 3. Whenever possible, a meter two inches (2") in size and under shall be set in meter vault located at a convenient point approved by the Authority so as to protect the meter and to measure the entire supply of water throughout the connection. All meters set inside the premise will be installed with a direct cable connection from the meter to a conveniently located terminal box on the building outside the premise in a place designated by the Authority. This is to permit outside meter reading.

When a building is constructed so that its front coincides with the property line of a public street and when a meter cannot be set inside the building in a suitable location approved by the Authority, the meter will be set within the territorial limits of the public street and all expenses incurred by the Authority in connection with its proper housing shall be paid to the Authority. The meter will be furnished and connected by the Authority with potential cost to the customer. Meter housings of 2" and below located in public streets will be maintained and, when necessary, replaced at the expense of the Authority.

- 4. In cases where the Authority, in its sole discretion, has determined a meter has been tampered with, a meter tampering fee will be assessed along with additional actual costs to replace Authority property damaged as a result of the tampering.
- 5. All meters and meter connections shall at all times remain the sole property of the Authority and shall not be interfered with in any respect. All meters will be maintained by and at the expense of the Authority so far as ordinary wear and tear are concerned, but the customer will be held responsible for damages due to freezing, hot water, or other external causes. In case of damage, the Authority will repair the meter, if necessary, replacing it with another meter, and the cost shall be paid by the customer. The Authority recommends the customer install, at his expense, suitable equipment properly located to prevent backflow of hot water which may cause damage to the meter or other damage to the customer's plumbing.
- 6. The Authority reserves the right to remove and test any meter 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 will be tested by the Authority upon the request of the customer for a fee, payable in advance of the test.* In the event that the meter so tested is found to have an error in registration to the prejudice of the customer in excess of four percent (4%) at any rate of flow within the normal test flow limits, the fee advanced for testing will be refunded, and prior water bills will be adjusted for over-registration in accordance with the method as outlined in the applicable Rules and Regulations of the Public Service Commission covering the testing of water meters.

- 7. Meters larger than two inches (2") in size shall be placed in specially designed settings at or near the property line and will be tested in place at frequent intervals. If the diameter of a meter be two inches (2") or more, no reduction in the size of the meter will be permitted for a period of two years. In addition, any customer having a meter larger than 2 inches (2") who changes to a smaller meter and then back to a larger meter within a period of one year will be billed for the entire period at the rate applicable to the larger meter.
- 8. When a customer requires a larger size meter because a fire line and domestic service are combined, the Authority will install a combined fire service and domestic type meter in lieu of a turbine type meter and strainer and the customer shall pay the difference in cost. The meter shall remain the property of the Authority, and the Authority shall be responsible for testing and maintaining the meter.

PAYMENT FOR WATER SERVICE

- 1. All bills are payable in accordance with the terms of the applicable service classification. For new services installed at any time during the billing period, the minimum charge 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.
- 2. Meters will be read quarterly or monthly, and customers will be billed quarterly or monthly, at the Authority's option.
- 3. 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 when the meter has been found to be registering inaccurately, or has ceased to register. In such cases, the quantity may be determined by the average registration of the meter in a corresponding past period when in order, or by the average registration of the new meter, whichever method is representative, in the Authority's opinion, of the conditions existing during the period in question.
- 4. The customer shall notify the Authority, in writing, of any change in ownership. No rebate will be given for unoccupied premises unless notice of non-occupancy is given as required in Paragraph 6 hereunder.
- 5. All bills are due and payable net cash twelve working days from date of bill. In case any water bill or charges provided for in and by these rules shall not be paid as required following the rendering of the bill, the Authority or its agents may, after complying with the requirements of Law, discontinue water service to the customer and service will not be re-established until such unpaid charges, together with the charge for restoration of service as elsewhere provided herein (Section VII, Paragraph 2), are fully paid.
- 6. Any customer may discontinue water service by giving the Authority written notice not less than ten days prior to the discontinuance, and all liability for charges for service rendered after the discontinuance of service, as herein provided for shall cease. Upon discontinuance of service, the Authority will promptly refund to the customer the pro-rata amount of every advance payment for any service after said discontinuance, said refund to be based upon the relation of the period after the discontinuance of services to the entire period of which said advance payment was made after deducting the proper charge for any excess consumed to the date of discontinuance.

The above rules relative to discontinuance of service and refunds of advance payments do not apply to "Private Fire Protection", "Public Fire Protection", or water service to real estate developers or prospective owners of premises abutting on public streets when such service is the only one rendered to the customer requesting discontinuance of service.

7. Any customer in good standing (balance due less than 90 days old), who is called into active duty as a member of the U.S.A. Military Reserves may request a deferment of payment on water consumption use, surcharges, tapping fees and related bills for a one-year period from date of commencement of active duty. The customer must provide a letter from his/her employer indicating the employer is not supplementing the government's salary to the customer and a copy of his/her mobilization orders. The customer will be granted an additional one-year period to pay back the Authority. No late fees, interest fees, or related fees will be assessed during this two-year period provided the customer remains current during the payback period. The deferment and payback periods may be extended upon proof of continued active duty.

GENERAL RULES

- 1. 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 customer's application, or through branch connections on the street side of the meter or place reserved therefor.
 - For willful waste by use of water through improper and imperfect pipes, or by any other means.
 - c. For molesting any service pipe, seal, meter, or any other appliance owned by the Authority.
 - d. For nonpayment of bills for water or services rendered by the Authority in accordance with this tariff.
 - 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 and for non-compliance of Section VII (4) of the General Rules.
 - f. For refusal of reasonable access to the property for the purpose of reading, repairing, testing, removing or replacing meters or inspecting water pipes and other fixtures. If after reasonable attempts to access an inside meter or other fixture, the Authority is denied access to the property, the Authority may install an outside meter vault on the customer's property, at the customer's expense, in accordance with the prevailing fee(s).
 - g. For failure to comply with testing procedures as outlined in the New York State Sanitary Code 5-1.31.
 - h. For violation of the rules of the Authority as filed with the Secretary.

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

2. After a Final Notice has been sent to a customer for nonpayment and the account remains unpaid beyond the due date as specified on the customer's Final Notice, continuance of service will be subject to collection by an Authority representative for payment in full of the amount due, plus a charge* for the expense incurred by the Authority for such collection. If the customer refuses to pay this charge*, the charge will be added to the customer's account and billed with the customer's next regular billing. If the charge is not received at that time, service shall be discontinued.

When water service to any premises has been turned off upon the order of the customer, or for any of the above reasons, and service at any premises is again desired by the same customer, a charge will be made for the restoration of service during regular business hours and during other than regular business hours, provided that the discontinuance of service has not required the removal of the Authority's equipment from the customer's premises, but only 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 or a charge of the meter set fee as stated in paragraph 10*.

- 3. No person, except as specifically authorized by the Authority, shall take water from any fire hydrant under the Authority's jurisdiction for any use whatsoever, other than for fire purposes. The use of such fire hydrants for washing streets or flushing sewers is not permitted except upon specific authorization from the Authority, and for such uses the municipality or others will be billed at rates set forth in the rate schedule. If water is used from such fire hydrants without specific authorization by the Authority, the quantity so used will be estimated and the user will be billed at the meter rates set forth in the rate schedule and the user shall be subjected to prosecution under County Law 1-1984.
- 4. In compliance with the New York State Sanitary Code 5-1.31, the Authority requires complete containment of water on customer's property by use of an approved backflow device to all commercial customers or where a potential hazard exists. A potential hazard shall be that as defined by the New York State Sanitary Code 5-1.31, and as further outlined in the Cross Connection Control policy statement of the Suffolk County Water Authority.
- 5. Upon receipt of an application for a new service or for the reinstatement of any existing service, the Authority will assume that the piping and fixtures which the service will supply are in proper order to receive same, and the Authority will not be liable in any event for any accident, breaks, or leakage arising in any connection with the supply of water or failure to supply same.
- 6. 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 purposes 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 the pressure thereof for any cause whatsoever, nor for any damage caused thereby, or by the bursting or breaking of any main or service pipe or any attachment to the Authority's property. All applicants having boilers upon their premises depending upon the pressure in the Authority's pipes to keep them supplied are cautioned against danger of collapse and all such damage shall be borne exclusively by the applicant.
- 7. Any customer excepting those excluded by Special Provision may have service discontinued by giving written notice to the Authority at least five days prior to the date of discontinuance and be entitled to a refund equal to the difference between the charges for excess water and any advance payments after pro-rating such payments to the expired and unexpired periods.
- 8. An initiation fee applies when there is a change in responsibility for water service billing. A credit is made for customers who qualify for social services.*
- 9. The interest rate applicable to Construction Revenue Contracts and tapping fee installation payments shall be a variable interest rate adjusted annually and calculated on the Municipal Bond Index rate published at the beginning of each calendar year rounded to the next whole percentage point.
- 10. Fire, Fire Protection, and/or similar districts may have one (1) hydrant removed per calendar year at no cost. All other removals shall be paid for by the district at the hydrant removal fee* in effect.
- 11. Professional services rendered to consulting engineers and other "for profit" entities shall be charged as indicated on the "Miscellaneous Fees & Other Charges" schedule.
- 12. If a customer requests a service call outside normal business hours, a service call fee* will apply. The

Authority will allow one free service call for the investigation of a no water complaint due to a freezeup per year. If the service call indicates that the problem is the responsibility of the Authority, there will be no charge.

- 13. The Authority requires the inspection of certain installations, such as service lines and backflow devices, prior to acceptance. There is no charge for the initial inspection. The customer, the installer, or their representative must be present and be able to provide inside access at the time of the inspection. If any additional inspections are required, an inspection fee* will apply for each reinspection. This fee must be paid before the re-inspection.
- 14. A 60-day notification for required backflow prevention devices installed due to hazardous conditions will be mailed to the consumer. If the test is not performed within 60 days, the Authority will arrange testing by a certified New York State Tester. The cost of this test will be added to the water bill. Testing for devices two-inch and under will be billed at \$75, and devices over two-inch will be billed \$125.
- 15. If a customer requests the Authority to inspect their existing privately-owned hydrant(s), the Authority will access a hydrant inspection fee at the time of inspection.
- 16. The Authority may require, as a condition of service, that a monitoring well or wells be installed by a customer at approved locations(s) and that an approved monitoring program be implemented if the Authority determines the customer's use at the place of service poses a risk to Authority sources of water supply.
- 17. If requested by a private residential community, SCWA will consider a take-over of the ownership, operation and maintenance of the private distribution system that serves that community. Prior to entering into the take-over agreement, SCWA will assess the viability of that system to determine if there are any existing deficiencies. The deficiencies could include inadequate fire flows, shallow or under sized water main below SCWA standard for physical condition of hydrants and main, and other such items. After the assessment, an estimate will be prepared of the costs to correct these deficiencies. This cost will be borne by the community.

In addition to the above cost, under the agreement, the community would be responsible for the onetime private system takeover fee*, the cost to install meters on all services, the retirement of the master meter vault, additional required backflow device installation cost and other costs related to SCWA's take-over of the private distribution system. All of these costs can be paid over time up to a period of 10 years in accordance with SCWA's Rules and Regulations.

18. The Authority is responsible for the review, inspection, and approval for reduced pressure zone (RPZ) devices. A fee for these services is found in the Miscellaneous Fees and Other Charges section.

*See Miscellaneous Fees & Other Charges

EXTENSION OF MAINS

1. Installation of Water Mains

A) General

Whenever the owner of property that is not adjacent to an Authority owned water main makes a request for water service, the Authority will extend its water mains in accordance with the terms of the appropriate form of construction contract. The size of the water main will be determined by the Authority.

B) Private Streets

Applicants for service on a private street shall execute and deliver, without cost to the Authority, permanent easements or rights-of-way over the property owned by the applicants when necessary for the installation and maintenance of the extension or subsequent additions thereto. For private property or right-of-way not owned by the applicant, the Authority shall need an easement from the owner of that land. The Authority shall not be obligated to commence any construction until it has obtained satisfactory easements or rights-of-way. In order to expedite main extension, the Water Authority will accept certified check as collateral and allow the project to proceed. The deposit will be held until the easements are received. The following schedule shows the certified check amounts that will be required.

Deposit	Project Amount
\$5,000	Up to \$50,000
\$10,000	\$50,001 - \$100,000
\$20,000	\$100,001 - \$200,000

Ten thousand dollar increments for every \$100,000 above \$200,000

C) <u>Footage Requirement Measurement</u>

Whenever under these rules the application for service requires the measurement of the distance between an existing main and the property of an applicant for service or extension of mains:

- i. For a developed street, said measurement shall be made lengthwise along the centerline of any street where water main would have to be installed, beginning at the end of the Authority's existing main appropriate for the service to be provided and extending to that point along the centerline of the street where an assumed perpendicular line drawn from the center of the front line of such building intersects the centerline of such street. When the property is vacant, the water main will be extended to the centerline of that property.
- ii. For a street being developed according to the applicable municipal specifications at the time of the main extension, said measurement shall be made lengthwise

along the centerline of any street where water main would have to be installed, beginning at the end of the Authority's existing main appropriate for the service to be provided and extending to the far property line of the applicant's property.

iii. For a street where there can be no possible future extension of the water main, except for an Authority-sponsored tie-in, said measurement shall be made lengthwise along the centerline of any street where water main would have to be installed, beginning at the end of the Authority's existing main appropriate for the service to be provided and extending to a point ten feet inside the near property line of the applicant's property.

2. Seventy-five Foot Allowance

A) <u>Existing Home</u>

Whenever an owner of any property not adjacent to an Authority-owned water main makes a written application for service for the purpose of converting from a private water system to public supply, Authority will extend up to seventy-five feet of water main toward serving the property at its own cost and expense.

B) New Home

For a new home that will be occupied by the property owner, the Authority will cover the expense of seventy-five (75') feet of water main after a period of one (1) year from the date the water main goes into service, subject to the following conditions:

- The owner provides the Authority with a deed in their name prior to execution of the construction contract.
- ii. After the one-year period, the owner will be required to provide the Authority with evidence of ownership of the home and that it is still his/her residence.

C) Exclusions

The Authority will not provide seventy-five (75') feet of water main in the following situations:

- i. New home taking service from a water main that was installed under an existing Construction Revenue Contract.
- ii. For a new home that is part of a subdivision. A subdivision shall be defined as two or more homes being constructed by a builder on the same property or contiguous properties.
- iii. For a water main project that is being financed by an entity to provide public water to homeowners whose private wells face contamination attributed to that entity.
- iv. For any water main extension on Fire Island.
- v. For any applicant within a Suffolk County Agricultural District that results in a conversion of agricultural lands to non-agricultural uses.
- vi. For any new construction in a designated surcharge area

D) Additional Water Main

For any additional water main required, the Authority will extend its mains in accordance with the terms of the appropriate form of Construction Contract.

3. Standard Cost per Foot

The use of standard cost per foot* shall apply to residential water main extensions except under the following circumstances:

- A) Projects utilizing community development funds.
- B) Projects undertaken on behalf of entities, which caused or will cause contamination of the water supply.
- C) Projects applicable to commercial establishments.
- D) Projects on Fire Island.

4. Cost Escalator

The Authority may, by Board resolution, designate special construction cost surcharge areas. Main installation for these areas may occur over extended periods of time under different authorizations. Any new authorization issued is subject to adjustment by any percentage (increase or decrease) which occurs to the Standard Cost per foot on main installations referred to in #3 above.

5. Main Extension Cost Estimates-Developers Only

A) A non-refundable cost estimate fee* will be charged for all developers requesting multiple estimates for main extensions on the same project. The initial estimate will be provided at no charge. If any subsequent requests for estimates are made for the same project, a non-refundable fee* will be charged per request.

C) Potential Development Rule

Any development which takes water supply directly from a main that was installed as an Authority improvement is required to pay the surcharge established for that main installation for each lot in the development. This will apply to all lots whether or not they take water service directly from the improvement main or not. The charge is in addition to the cost for any water main installed in the development and is increased at the same time and same percentage rate as the standard cost per foot.

6. Forty Percent Rule

A) Whenever a minimum of forty percent (40%) of a group of residential owners (excludes commercial and developers) on any public or private street make written application for service and pay the appropriate fees for the purpose of converting from individual private

water system to public supply and require a main extension, the Authority will provide the seventy-five-foot allowance for one hundred (100%) percent of such premises along the route of the proposed main extension provided: (1) the end point premises is a residential dwelling and (2) the main extension primarily serves residential dwellings.

Reimbursable Contracts- To comply with the forty percent (40%) rule, one or more of the possible participants may agree to pay the additional applicable fees needed to reach forty percent (40%). It is further stipulated they are to be reimbursed for up to two years, the amount the Authority receives from other premise owners for the respective water main extension up to the additional fees advanced.

- B) An advanced footage fee* will be imposed for those property owners for whom an advance footage allowance was provided and did not take service within one (1) year from the in-service date of the water main.
- C) Commercial and/or non-residential property owners are excluded from participating in the 40% rule.
- D) Developers are excluded from participating in the 40% rule.
- E) The minimum participation rate for areas impacted by contamination on private well facilities is reduced to 25%

7. Construction Revenue Contracts

- A) In the event any new customer makes an application for service along the main extension subject to a surcharge imposed pursuant to a Construction Revenue Contract (hereinafter call "CRC"), it shall be a condition to providing service to the premises that the Applicant shall be responsible for a ratable portion of the balance due on the CRC. However, the Applicant shall have the option of paying the ratable portion of the balance due on the portion of the balance due on the surcharge account, as of the date of the application, or continue to pay the surcharge due under the CRC. In no event will the new customer be responsible for the surcharge billings made prior to the date of the application.
- B) The Authority shall give any new customer who wants to make application along the main extension for service subject to a CRC surcharge written notice that they shall be responsible for a ratable portion of the surcharge imposed on the premises pursuant to the CRC from the date of the application.
- C) The term "new customer", as used herein, shall include any customer who requests service at any property location along the main extension, which is the subject of the CRC.
- D) The term "Construction Revenue Contracts", as used herein, shall include all Authority contracts that impose a surcharge for connection to a particular section of water main.

8. Maintenance and Replacement

- A) The Authority will be responsible for the maintenance and replacement of all Authority-owned mains located within a public or private street, used to supply water to its customers; and if adequate service requires the reconstruction or replacement of such mains, said mains will be reconstructed or replaced by the Authority at its expense. However, replacement or reconstruction of mains less than two (2") inches in diameter in excess of fifty (50') feet in length, heretofore installed and privately owned, shall be made in accordance with the terms of the appropriate Construction Contract.
- B) When a water main extension is going to take place on private property and there is a responsible entity to pay for the water service:
 - The property owner has the option of installing a master meter and installing and maintaining the water distribution system on that property. If master meter is installed, sub-metering is not permitted.
 - ii) The owner shall also have the option of having the Water Authority install, operate and maintain the water distribution system including individual meters. In addition to the standard water main extension charges there shall be a one-time maintenance fee paid to the Authority. This maintenance fee shall be calculated to establish a fund that would provide the annual maintenance cost for the water main.
 - iii) When there is a benefit from the water main installation on private property to the Authority's distribution system, no maintenance fee will be charged for the portion of the distribution system that offers the benefit.

9. Delay

The Authority shall not be compelled to proceed with the installation of mains under this Section when circumstances beyond the control of the Authority prohibit such construction. Said circumstances include but shall not be limited to delays in delivery of materials, weather conditions, frost in the ground, strikes, acts of God, etc.

^{*} See miscellaneous fees and other charges.

EXTENSION OF TRANSMISSION MAINS FOR DEVELOPERS

1. Extensions Exceeding 2,500 Feet

Rules and regulations relating to main extensions, for Real Estate Developers in public or private streets, for which a transmission main exceeding twenty-five hundred (2,500) feet in length is required to serve said development.

The Authority will install, at the expense of the Real Estate Developer, the size water main required in the opinion of the Authority Engineer in accordance with the terms of its standard Construction Loan Contract.

The Authority may elect to install a larger diameter transmission main in lieu of the size water main contracted for by the Developer and will defray the difference in cost between this main and the larger main.

The Authority will also enter into a Supplemental Contract to pay to the Developer (who contracts for the transmission main) refunds for customers served indirectly by said transmission main within a delimited area beginning at a point not less than twenty-five hundred (2,500) feet from the end of the existing water main to which the transmission main is connected, said delimited area described as follows:

- A. The area shall be in the form of a rectangle.
- B. The axis of the rectangle shall be equal in length to twice the distance of the extended transmission main (beyond 2,500 feet) but in no case shall exceed a distance of 2,000 feet beyond the end of the transmission main.
- C. The distance from the axis of the rectangle to each side of same shall be equal to the length of the extended transmission (beyond 2,500 feet from the existing main) but in no case shall exceed 2,000 feet.
- D. The Supplemental Contract hereinabove described shall include as a part thereof a plan, drawn to scale, depicting the delimited area.

The Authority will refund to the Developer who contracts for said transmission main the sum of fifty dollars (\$50.00) for each customer who takes service by indirect connection from the transmission main, provided the premises of said customer is situated within the delimited area described above and that said premises does not abut on said transmission main. Refunds will be made within 90 days of the end of each calendar year following the date of the Supplemental Contract, but on and after five years from the date of the Supplemental Contract all refunds shall cease.

The total amount to be repaid or refunded to the Developer for indirect service connections as described above shall not exceed the total cost of the extended transmission main.

The purpose of these rules is to enable a Developer, who advances to the Authority the cost of a long transmission main, an opportunity to recapture a portion of the funds advanced. Due to the complex problems involved in providing service to such Developer, each contract will have to be specifically drafted after consideration is given to all the essential facts.

2. Extensions Exceeding 5,000 Feet

Rules and regulations relating to main extensions, for Real Estate Developers in public or private

streets, for which a transmission main exceeding five thousand (5,000) feet in length is required to serve said development.

The Authority will install, at partial expense of the Real Estate Developer, that size water main required in the opinion of the Authority Engineer in accordance with the terms of its standard Construction Loan Contract. The contribution by the developer will be predicated upon the cost of an approved Health Department water supply and the Authority contribution will be based upon the number of existing houses served by private wells along the route of the pipeline.

The Authority may elect to install a larger diameter transmission main in lieu of the size water main contracted for by the developer and will defray the difference in cost between this main and the larger main.

There will be a surcharge for all new applications for water service to supply residential and/or commercial buildings, providing that these buildings or premises are not supplied water by a private well at the time the application is made.

The surcharge will be charged to future customers served directly or indirectly by said transmission main within a delimited area beginning at the starting point of the new water main. Said delimited area is described as follows:

- A. The area shall be in the form of a rectangle.
- B. The axis of the rectangle shall be equal in length to the distance of the extended transmission main, and in no case shall exceed a distance beyond the end of the extended transmission main.
- C. The distance from the axis of the rectangle to each side of same shall be equal to the length of the extended transmission (beyond 5,000 feet from the existing main) but in no case shall exceed 2,000 feet.

The surcharge will be \$1,000 for each single premises and payable at the time the application for water is made for each premises (defined in Section 2, Paragraph 3). Applicants for water service to supply multiple dwellings will pay a surcharge of \$1,000 for each individual dwelling unit or the cost that the developer would normally pay for an approved Health Department water supply, whichever is less.

These surcharges will be in effect for a period not to exceed ten years from the date the contract was executed with the developer. All surcharges shall cease and be at an end after this ten-year period.

The purpose of these rules is for the public health and welfare of the residents of Suffolk County, to extend its water mains into areas not previously supplied by public water, to enable new residents to be supplied with public water, and to eliminate the formation of small, private water companies within Suffolk County which have limited fire protection and supplies. Due to the complex problems involved in providing service, each contract will have to be specifically drafted after consideration is given to all the essential facts.

SERVICE CLASSIFICATION NO. 1 GENERAL SERVICE – QUARTERLY (including Shorewood, Bridgehampton/Surfside, Greenport)

Availability

Service under this rate schedule is available to any customer other than large volume customers within the Authority's service area.

Applicability

Any regular metered purpose.

Rate

A. **Service Availability Charge** per bill rendered: \$29.17 per quarter.

The purpose of this charge is to help defray the cost of meter reading, maintenance, billing, postage, accounting and customer service operations.

B. Water Quality & Treatment Charge per bill rendered \$20.00 per quarter.

The purpose of this charge is to support the capital asset improvements for emerging contaminants.

C. Commodity Charge

All cubic feet consumed per quarter at \$1.586 per hundred cubic feet (\$2.119 per thousand gallons), up to a specified threshold determined by meter size.

C. Conservation Charge

All cubic feet consumed per quarter at \$2.289 per hundred cubic feet (\$3.057 per thousand gallons), in excess of a specified threshold determined by meter size.

Consumption Thresholds

Meter Size	Quarterly Cons (GALS)	Quarterly Cons (CCF)
5/8"	89,760	120
3/4"	89,760	120
1"	89,760	120
1 ½"	291,720	390
2"	291,720	390
3"	291,720	390
4"	1,795,200	2,400
6"	2,244,000	3,000
8"	2,244,000	3,000

Billing

The minimum bill hereunder shall be billed to the customer in advance and any excess consumption shall be billed in arrears.

Terms of Payment

Bills are rendered net and are payable upon presentation, in accordance with Section 7 (General Rules) of the Rules and Regulations.

Terms and Conditions

Service hereunder is subject to the Rules and Regulations of the Authority contained in the General Information section.

Where consumption is measured in gallons, the conversion factor will be 7.48 gallons per cubic foot for billing volumes.

Minimum Charge

Customers shall be obliged to pay no less than the quarterly minimum during their period of service.

Rates effective June 1, 2021 per board resolution number 057-03-2021

SERVICE CLASSIFICATION No. 1 GENERAL SERVICE - QUARTERLY DAVIS PARK, FIRE ISLAND SERVICE AREA

Availability

Service under this rate schedule is available to the Casino Restaurant, Town of Brookhaven (Marina Docks and Restrooms), Town of Brookhaven (Marina Baths), the Harbor Store and Tel Enterprises Corp. (motel) and Fire Island National Seashore.

Rate

A. Commodity Charge

All gallons consumed per quarter @ \$4.826 per thousand gallons (\$3.6048 per hundred cubic feet).

B. Surcharge

Annual surcharges for 25 years starting 1999 and ending 2023 as follows:

- (1) \$163.00 for installation of new underground distribution system.
- (2) \$17.00 for "winterization" of distribution system.

Minimum Bill

The minimum quarterly bill for service hereunder shall be:

Size of Meter	Minimum Consumption	Minimum Bill
5/8"	9,000 gal.	\$42.75
3/4"	12,000 gal.	\$57.00
1"	21,000 gal.	\$99.75
1 ½"	39,000 gal.	\$185.25
2"	63,000 gal.	\$299.25
3"	135,000 gal.	\$641.25
4"	252,000 gal.	\$1,197.00
6"	522,000 gal.	\$2,479.50

Billing

The minimum bill hereunder and any excess consumption shall be billed in arrears. Meters will be read on or about July 15 and November 1.

Terms and Conditions

Service hereunder is subject to the Rules and Regulations of the Authority contained in the General Information section. Seasonal service covers the period from approximately April 15 to November 1. The seasonal period is subject to the limits imposed by the possibility of freezing. The Authority reserves the right to determine this hazard and adjust the dates for service to start and discontinue accordingly.

Rates effective June 1, 2021 per board resolution number 057-03-2021

SERVICE CLASSIFICATION No. 1 GENERAL SERVICE - QUARTERLY POINT O'WOODS SERVICE AREA

Availability

Service under this rate schedule is available to any residential customer within the Authority's Point O'Woods service area.

Applicability

Point O'Woods Association

Rate

A. Service Availability Charge per bill rendered: \$243.96 per annum

The purpose of this charge is to help defray the cost of meter reading, maintenance, billing, postage, accounting and customer service operations.

B. Commodity Charge

All cubic feet consumed per quarter at \$2.206 per hundred cubic feet (\$2.956 per thousand gallons).

C. Surcharge

Quarterly surcharge of \$2,130.76 for 25 years (beginning July 1997 thru June 2022) based on acquisition debt.

Quarterly surcharge of \$676.52 for 25 years (April 1998 thru March 2023) to cover the cost of winterizing the water system.

A and B above are billed to the Point O'Woods Association from the individual contract accounts. C is billed under the contract to the Association.

Billing

The minimum bill hereunder shall be billed to the customer in advance and any consumption shall be billed in arrears.

Terms and Conditions

Service hereunder is subject to the Rules and Regulations of the Authority contained in the General Information section.

Where consumption is measured in gallons, the conversion factor will be 7.48 gallons per cubic foot for billing volumes

Rates effective June 1, 2021 per board resolution number 057-03-2021

SERVICE CLASSIFICATION NO. 1A GENERAL SERVICE – MONTHLY (including Shorewood, Bridgehampton/Surfside, Greenport)

Availability

Service under this rate schedule is available to any large volume customer within the Authority's service area.

Applicability

Any regular metered purpose.

Rate

A. **Service Availability Charge** per bill rendered: \$9.72 per month.

The purpose of this charge is to help defray the cost of meter reading, Maintenance, billing, postage, accounting and customer service operations.

A. Commodity Charge

All cubic feet consumed per quarter at \$1.586 per hundred cubic feet (\$2.119 per thousand gallons), up to a specified threshold determined by meter size.

C. Conservation Charge

All cubic feet consumed per quarter at \$2.289 per hundred cubic feet (\$3.057 per thousand gallons), in excess of a specified threshold determined by meter size.

Consumption Thresholds

Meter Size	Monthly Cons (GALS)	Monthly Cons (CCF)
5/8"	29,920	40
3/4"	29,920	40
1"	29,920	40
1 ½"	97,240	130
2"	97,240	130
3"	97,240	130
4"	598,400	800
6"	748,000	1,000
8"	748,000	1,000

Billing

The minimum bill hereunder shall be billed to the customer in advance and any excess consumption shall be billed in arrears.

Terms of Payment

Bills are rendered net and are payable upon presentation, in accordance with Section VII of the General Rules.

Terms and Conditions

Service hereunder is subject to the rules and regulations of the Authority contained in the General Information section.

Where consumption is measured in gallons, the conversion factor will be 7.48 gallons per cubic foot for billing volumes.

Minimum Charge

Customers shall be obliged to pay no less than three times the monthly minimum bill during their period of service.

Rates effective June 1, 2021 per board resolution number 057-03-2021

SERVICE CLASSIFICATION NO. 1B SPECIAL SERVICE-WHOLESALE

Availability

Service under this rate schedule is available to water districts within the Authority's service area.

Applicability

Any regular metered purpose.

Rate

\$1,695.00 per one million gallons.

Minimum Bill

The minimum annual bill for service hereunder shall be \$90,480.00.

Billing

Bills for water consumed shall be billed monthly, subject to adjustment to the annual minimum charge at the end of each 12 month period, commencing from the first day of the billing period during the month in which service is first rendered under this classification.

Terms of Payment

Bills are rendered net and are payable upon presentation.

Terms and Conditions

Service hereunder is subject to the rules and regulations of the Authority contained in the General Information section.

Effective: January 1, 2022

* St. James Water District (Per Contract*)

* Smithtown Water District (Per Contract*)

* Village of Greenport (Per Contract*)

SERVICE CLASSIFICATION 1C STANDBY SERVICE - PRIVATE WATER COMPANY

Availability

Service under this rate schedule is available to any private water utility customer interconnected with the Authority's service facilities, provided adequate capacity is available. The customer must pay in advance for the costs of any facilities needed to interconnect with the Authority.

Applicability

Any metered purpose.

Rate

A monthly service charge and commodity charge as follows:

A. Service Charge

\$5.40 per gallon per minute (gpm) of delivery capability, as determined by the Authority, but not less than 500 gpm.

B. Commodity Charge

\$802.00 per million gallons of use, as modified by the minimum bill provisions, if applicable.

Minimum Bill

The monthly minimum bill shall be the Service Charge or, in any month during which water is taken, a commodity charge of not less than 15 days use of the delivery capability (gpm), whichever is greater.

Terms of Payment

Bills are rendered net and are payable upon presentation.

Terms and Conditions

Service hereunder is subject to the rules and regulations of the Authority contained in the General Information section.

SERVICE CLASSIFICATION NO. 1D GENERAL SERVICE – METERED RESIDENTIAL KISMET, FIRE ISLAND SERVICE AREA

Availability

Service under this rate schedule is available to any residential customer with metered service within the Authority's Kismet, Fire Island service area.

Rate

A. Service Availability Charge

Annual charge of \$243.96 to be billed in January of each year.

B. Commodity Charge

All gallons consumed at \$2.956 per thousand gallons (\$2.206 per hundred cubic feet).

C. Surcharge

Annual charge of \$95.00 for 20 years (from 2008 thru 2027) for the purpose of winterizing the water system.

D. Water Quality & Treatment Charge per bill rendered \$20.00 per quarter.

The purpose of this charge is to support the capital asset improvements for emerging contaminants.

Billing

Meters will be read on a quarterly basis.

Terms and Conditions

Service hereunder is subject to the Rules and Regulations of the Authority contained in the General Information section.

Rates effective June 1, 2021 per board resolution number 057-03-2021

SERVICE CLASSIFICATION No. 1D GENERAL SERVICE - ANNUAL DAVIS PARK, FIRE ISLAND SERVICE AREA

Availability

Service under this rate schedule is available to any residential customer within the Authority's Davis Park, Fire Island service area.

Rate

A. Service Availability Charge

Annual charge of \$243.96 billed in January of each year.

B. Commodity Charge

All gallons consumed at \$2.956 per thousand gallons (\$2.206 per hundred cubic feet). Consumption billed in July and October of each year.

C. Surcharge

Annual charge of \$180.00 for 25 years (from 1999 thru 2023) for the purpose of replacing distribution system. Annual charge of \$17.00 for 25 years to cover the cost of winterizing the water system

D. Water Quality & Treatment Charge per bill rendered \$20.00 per quarter.

The purpose of this charge is to support the capital asset improvements for emerging contaminants.

Billing

Meters will be read on a quarterly basis.

Terms and Conditions

Service hereunder is subject to the rules and regulations of the Authority contained in the General Information section.

Rates effective June 1, 2021 per board resolution number 057-03-2021

SERVICE CLASSIFICATION No. 1D GENERAL SERVICE - ANNUAL RESIDENTIAL SUMMER CLUB, FIRE ISLAND SERVICE AREA

Availability

Service under this rate schedule is available to any residential customer within the Authority's Summer Club, Fire Island service area.

Rate

A. Service Availability Charge

Annual charge of \$243.96 billed in January of each year.

B. Commodity Charge

All gallons consumed at \$2.956 per thousand gallons (\$2.206 per hundred cubic feet). Consumption billed in July and October of each year.

C. Surcharge

\$93.46 for 20 years (April, 2003 thru April, 2022) for winterization of water system.

D. Water Quality & Treatment Charge per bill rendered \$20.00 per quarter.

The purpose of this charge is to support the capital asset improvements for emerging contaminants.

Billing

Meters will be read on a quarterly basis.

Terms and Conditions

Service hereunder is subject to the rules and regulations of the Authority contained in the General Information section.

Rates effective June 1, 2021 per board resolution number 057-03-2021

SERVICE CLASSIFICATION No. 1D GENERAL SERVICE - ANNUAL RESIDENTIAL LONELYVILLE, FIRE ISLAND SERVICE AREA

Availability

Service under this rate schedule is available to any residential customer within the Authority's Lonelyville, Fire Island service area.

Rate

A. Service Availability Charge

Annual charge of \$243.96 billed in January of each year.

B. Commodity Charge

All gallons consumed at \$2.956 per thousand gallons (\$2.206 per hundred cubic feet). Consumption billed in July and October of each year.

C. Water Quality & Treatment Charge per bill rendered \$20.00 per quarter.

The purpose of this charge is to support the capital asset improvements for emerging contaminants.

Billing

Meters will be read on a quarterly basis.

Terms and Conditions

Service hereunder is subject to the rules and regulations of the Authority contained in the General Information section.

Rates effective June 1, 2021 per board resolution number 057-03-2021

SERVICE CLASSIFICATION No. 1D GENERAL SERVICE - ANNUAL CHERRY GROVE, FIRE ISLAND SERVICE AREA

Availability

Service under this rate schedule is available to any customer within the Cherry Grove, Fire Island service area.

Rate

A. Service Availability Charge

Annual charge of \$243.96 billed in January of each year.

B. Commodity Charge

All gallons consumed at \$2.956 per thousand gallons (\$2.206 per hundred cubic feet). Consumption billed in July and October of each year.

C. Surcharge

Annual charge not to exceed \$70.00 and billed in April of each year commencing in 1997 and expiring in 2021.

D. Water Quality & Treatment Charge per bill rendered \$20.00 per quarter.

The purpose of this charge is to support the capital asset improvements for emerging contaminants.

Billing

Meters will be read on a quarterly basis.

Terms and Conditions

Service hereunder is subject to the rules and regulations of the Authority contained in the General Information section.

Rates effective June 1, 2021 per board resolution number 057-03-2021

SERVICE CLASSIFICATION No. 1D GENERAL SERVICE - ANNUAL FIRE ISLAND PINES SERVICE AREA

Availability

Service under this rate schedule is available to any customer within the Authority's Fire Island Pines service area.

Rate

A. Service Availability Charge

Annual charge of \$243.96 billed in January of each year.

B. Commodity Charge

All gallons consumed at \$\$2.956 per thousand gallons (\$2.206 per hundred cubic feet). Consumption billed in July and October of each year.

C. Water Quality & Treatment Charge per bill rendered \$20.00 per guarter.

The purpose of this charge is to support the capital asset improvements for emerging contaminants.

Billing

Meters will be read on a quarterly basis.

Terms and Conditions

Service hereunder is subject to the rules and regulations of the Authority contained in the General Information section.

Rates effective June 1, 2021 per board resolution number 057-03-2021

SERVICE CLASSICATIONS NO. 1D GENERAL SERVICE – ANNUAL ATLANTIQUE, FIRE ISLAND SERVICE AREA

Availability

Service under this rate schedule is available to any customer within the Atlantique Fire Island service area.

Rate

A. Service Availability Charge

Annual charge of \$243.96 billed in January of each year.

B. Commodity Charge

All gallons consumed at \$2.956 per thousand gallons (\$2.206 per hundred cubic feet). Consumption billed in July and October of each year.

C. Water Quality & Treatment Charge per bill rendered \$20.00 per quarter.

The purpose of this charge is to support the capital asset improvements for emerging contaminants.

Billing

Meters will be read on a quarterly basis.

Terms and Conditions

Service hereunder is subject to the rules and regulations of the authority contained in the General Information section.

SERVICE CLASSIFICATION NO. 1D GENERAL SERVICE – METERED RESIDENTIAL OCEAN BAY PARK SERVICE AREA

Availability

Service under this rate schedule is available to any residential customer within the Authority's Ocean Bay Park service area.

Rate

A. Service Availability Charge

Annual charge of \$243.96 billed in January of each year.

B. Commodity Charge

All gallons consumed at \$4.826 per thousand gallons (\$3.6048 per hundred cubic feet). Consumption billed in July and October of each year.

C. Surcharge

Residential

Annual charge of \$138.00 to be billed in January. Consumption charge of \$1.87 per thousand gallons (\$1.3988 per hundred cubic feet billed in July and October each year.

Commercial

Annual charge based on meter size to be billed in January.

Meter Size	Charge
5/8"	\$138
3/4"	\$325
1"	\$1,000
1 ½"	\$4,000
2" +	\$7,000

Consumption charge of \$\$1.87 per thousand gallons (\$1.3988 per hundred cubic feet to be billed in July and October each year.

Surcharge fixed for 25 years (expiring December 31, 2031) to cover cost of Ocean Bay Park Water Corporation's debt paid off at acquisition.

D. Water Quality & Treatment Charge per bill rendered \$20.00 per quarter.

The purpose of this charge is to support the capital asset improvements for emerging contaminants.

Terms and Conditions

Service hereunder is subject to the Rules and Regulations of the Authority contained in the General Information section

Billing

Meters will be read on a quarterly basis.

Rates effective June 1, 2021 per board resolution number 057-03-2021

SERVICE CLASSIFICATION No. 1D GENERAL SERVICE - ANNUAL RESIDENTIAL BROWN'S HILLS ESTATES SERVICE AREA

Availability

Service under this rate schedule is available to any residential customer within the Authority's Brown's Hills Estates service area.

Applicability

Private residential customer.

Rate

Annual Charge - \$1,500.00

Minimum Bill

The minimum annual bill for a residence - \$1,500.00

Billing

The minimum bill hereunder shall be billed to the customer quarterly, in advance.

Fee for winterization of Brown's Hills Point-of Use Filtration System will be equal to the cost billed by the third-party contractor to Suffolk County Water Authority.

Terms and Conditions

Service hereunder is subject to the rules and regulations of the Authority contained in the General Information section.

All bills rendered are for the full service period and shall not be prorated.

Effective January 1, 2011; Adopted November 23, 2010 via Board Resolution No. 412-11-2010

SERVICE CLASSIFICATION NO. 2 PRIVATE FIRE PROTECTION SERVICE (includes Shorewood)

Availability

Private Fire Protection Service is available to any customer within the Authority's service area.

Applicability

Any regular private fire protection purpose.

Where service lines directly connect to a hydrant, the hydrant shall be billed in accordance with the fireline rates in effect.

Rate

FIRELINE/HYDRANT SERVICE RATES

Size of Service	Rate per Quarter
16"	\$1,120.86
12"	\$525.97
10"	\$364.78
8"	\$255.97
6"	\$127.87
4"	\$61.57
3"	\$42.68
2"	\$42.68

Fire Hydrant Service Rate - \$209.02 annually

ONE-TIME HYDRANT FEE

Effective May 24, 2010, owners of hydrants installed on private property and maintained by Suffolk County Water Authority will be charged a one-time fee as follows:

Service Requested	Fee per Hydrant
Annual Hydrant Inspection & Maintenance only	\$5,500
Annual Hydrant Inspection & Maintenance with yearly Flow Test	\$7,250
Annual Hydrant Inspection & Maintenance with Flow Test every five years	\$5,850

Owners of existing private hydrants who have been charged the annual fire hydrant service fee will have the option at any time of paying the one-time fee in effect at the time of request or continuing to pay the annual fire hydrant service fee. Should SCWA perform flow tests as part of its maintenance agreement on the hydrant, the following fees, as applicable will be assessed:

Annua	al Flow	Test		\$50 per year
Flow	Test	every	five	\$10 per year
years				

<u>Credit</u>

If the owner has a private hydrant inspection and maintenance agreement with the Authority, but chooses a contractor to perform a flow test and paint the hydrant according to a color code of water availability in which some town Fire Marshals are requiring, an annual credit of \$2.63 per hydrant is proposed. The request for credit must be made to Customer Service.

Billing

For accounts billed monthly, sprinkler service rates shall be billed monthly to the customer in advance. For accounts billed quarterly, sprinkler service rates shall be billed quarterly to the customer in advance. Fire hydrant service shall be billed semi-annually in arrears.

Terms of Payment

Bills are rendered net and are payable upon presentation, in accordance with Section VII of the General Rules.

Terms and Conditions

Service hereunder is subject to the rules and regulations of the Authority contained in the General Information section.

Special Provisions

- 1. Fireline/hydrant service connections are to be used for fire purposes only, and are to have no connection whatsoever with any taps that may be used for other than fire purposes, and because of the danger of pollution, shall have no connection with any source of supply not approved by the Department of Health of the State of New York.
- 2. No water may be drawn through a fire line for any purpose except extinguishing fires and periodic testing of the fire line system.
- 3. The Authority shall be notified before the time of all tests so that an Authority representative may be present, as deemed necessary.
- 4. The Authority shall have free access to the premises at any reasonable time and upon reasonable notice for the purpose of inspecting fire lines and connections.
- 5. Water supplied for fireline or hydrant and connections is subject to the rights of public authorities to use water from mains in the street through hydrants for fire purposes. The Authority reserves the right to shut off the supply at any time, without notice, in case of accident or to make alterations, extensions, connections or repairs to its water distribution system. The Authority makes no guarantee as to the pressure of the water in fire lines and/or appurtenances or the mains supplying the same, and shall not under any circumstances, be held liable for loss or damage from a deficiency in water pressure or failure in the supply of water.
- 6. The Authority reserves the right, at any time, to set a meter on a fireline or hydrant connection that will meet the specifications of fire insurance companies. In case a meter is installed, the established water rates, including both water and minimum charges in accordance with the appropriate service classification, shall apply. No meters larger than six inches will be permitted.
- 7. The Authority reserves the right to disconnect the pipe, shut off supply and terminate service for any

fire line or connections upon a violation of these Special Provisions or any other section of these Rules and Regulations.

8. RPZ devices shall be installed on fire lines within 1,700 feet of an alternate water service or if a system uses chemical additives. The installation of a double check valve shall be required on all fire lines not requiring the installation of an RPZ.

SAMPLE AGREEMENT

PRIVATE FIRE PROTECTION SERVICE PLANT

	AN AGREEMENT, made this	day of	in the year	, between
	, pa	rty of the first pa	art, and the SUFFOLK COUN	TY WATER
AUTH	HORITY, party of the second part, hereinafte	er referred to as	the Water Authority.	
	IT IS AGREED, that the Water A	Authority, in con	sideration of payment of tapp	oing fee, will
furnis	h and lay at the expense of the party of the se	econd part, a	inch connection from the	inch
main	in to the property of the pa	arty of the first	part on	The
appro	eximate location of said connection is shown	at point	on sketch attached.	
	IT IS ALSO AGREED, that the af	foresaid connec	ction will be furnished and use	d under the
rules	and regulations of the Water Authority as no	ow on file with t	he Secretary of the Suffolk Co	ounty Water
Autho	ority, and any modifications, alterations or an	nendments ther	eafter as may be made from t	ime to time,
hereb	by made part of this agreement, and upon the	e following expr	essed conditions:	
1.	This connection is to be used for fire purpo	oses only, and is	s to have no connection whate	ver with any
	taps that may be used for other than fire pu	urposes, and be	cause of the danger of pollution	n, shall have
	no connection with any source of supply	not approved by	the Department of Health of	the State of
	New York.			
2.	The party of the first part agrees specifical	lly not to draw ar	ny water whatever through this	connection
	for any purpose except to extinguish fires	s, or in a periodi	c test of the fire protection sys	tem.
3.	The party of the first part agrees to notify the	ne Water Author	ity at the time of all tests so tha	at, if desired,
	the Water Authority may have a represe	ntative present.	Such notification, however, r	need not be
	formal and written, but may be given by to	elephone to offi	ce of the Water Authority.	
4.	Any authorized representative of the Water	er Authority sha	III have free access to the prer	mises of the
	consumer at any reasonable time for the	purpose of insp	ecting this connection.	
5.	Violation by the party of the first part of e	ither condition N	No. 1 or condition No. 2 of this	agreement

supply.

shall terminate this agreement, and the Water Authority may disconnect the pipe or shut off the

- 6. The party of the first part agrees to pay for service rendered under this contract the rates, under terms set forth in Service Classification No. _____ for Water Service. If at any time the party of the first part elects to change the terms of this contract with respect to size of connection or number of fire protection devices, this contract shall be modified accordingly or a new contract shall be executed. The charges set forth in Service Classification No. _____ for Water Service are subject to change from time to time as rates may be modified.
- 7. Water through this connection is to be supplied subject to the rights of public authorities to use water in the street mains through hydrants for fire purposes. The right is also reserved by the Water Authority to shut off the supply at any time, without notice, in case of accident or to make alterations, extensions, connections, or repairs. The Water Authority makes no guarantee as to pressure of the water in this pipe or the main supplying the same, and shall not, under any circumstances, be held liable for loss or damage from a deficiency or failure in the supply of water, whether occasioned by the shutting off of water in case of accident or for alterations, extensions, connections, or repairs or for any cause whatsoever unless arising from the gross negligence or willful misconduct of its officers, agents or servants.

It is understood, however, that if the water is shut off, or there is a deficiency or failure in the supply from any cause continuing for two days, that the party of the first part shall be entitled to a credit on its next regular bill at pro-rata rates, based on the length of time that the water was shut off.

8. The Water Authority reserves the right to cancel this agreement upon three months' notice in writing.

IN WITNESS WHEREOF each corporation party hereto has caused its corporate seal to be hereto affixed, and these presents to be signed by its duly authorized officer or officers the day and year first above written; and the party of the first part, if an individual or co-partnership, has signed and sealed these presents the same date.

SERVICE CLASSIFICATION NO. 3 PUBLIC FIRE PROTECTION SERVICE

Availability

Public Fire Protection Service is available to any public agency within the Authority's service area.

Applicability

Any public fire hydrant protection purpose.

Rate

Fire Hydrant Service - \$160.20 each per annum.

Terms of Payment

Bills are rendered net and are payable upon presentation, in accordance with Section VII of the General Rules.

Billing

Fire hydrant service shall be billed semi-annually in arrears.

Terms and Conditions

Service hereunder is subject to the rules and regulations of the Authority contained in the General Information section.

Special Provisions

All water to be used for fire purposes only.

This section is left intentionally blank.

MISCELLANEOUS FEES/OTHER CHARGES & CREDITS

Meter Vault Meter Vault 1 ½" (with tap)	\$1,000.00
Meter Vault 1 ½" (vault only)	\$1,650.00
Meter Vault 2" (with tap)	\$1,460.00
Meter Vault 2" (vault only)	\$2,420.00
Cutting of Service Line 1" or less	\$500.00
Customer Initiation Fee for Change of Responsibility	\$30.00
Collection Fee	\$20.00
Return Check Fee	\$20.00
Meter Test Fee	\$10.00
Meter Tampering Fee – Inside Meter Set	\$650.00
Meter Tempering Fee – Outside Meter Set	\$250.00
Comprehensive Temper Fee – Curb Stop	\$400.00
Service Call Fee	\$60.00
Reinspection Fee	\$25.00
Reinspection Fee – Developer	\$80.00
Hydrant Removal Fee	\$1,500.00
Hydrant Inspection Fee	\$25.00
Private Hydrant Annual Flow Test	\$50.00
Private Hydrant Flow Test Every Five Years	\$10.00 pe
	year
Advance Footage Fee	\$1,000.00
Pro-rated at 10% (\$100 per year). See Section VIII, Part 7	
RPZ Review/Approval Fee	\$170.00
Review, Inspection & Approval for Reduced Pressure Zone Devices Fee	\$170.00
Standard Cost per Foot	
With Restoration	\$174.00
Main Extension Cost Estimates – Developers Only	\$200.00
One-Time Maintenance Fee Per Foot – Private Main	\$18.49
One-Time Fee per Foot – Private Residential Complex	\$30.00
Potential Development Rule (PDR)	\$7,825.00
Restoration of Services:	
Mon. thru Fri. 8:00 am – 8:00 pm and Saturdays 8:00 am – 4:30 pm	\$60.00
Mon. thru Fri. after 8:00 pm, Saturdays after 4:30 pm & all day Sundays and Holidays	\$200.00
Installation of Meter Fees	
10010010010011000	

After 8	hru Fri. 8:30 am – 8:00 pm; Saturdays 8:00 am – 4:00 pm	N/A
	:00 pm Weekdays; 4:00pm Saturdays; All day Sundays & Holidays	\$200.00
Hydrant Use P		
Permit		
1.	One-Year Period – 1 Hydrant	\$95.00
2.	One-Year Period – All Fire Districts (1 truck)	\$350.00*
	Each Additional Truck	\$100.00
3.	One-Day Permit – Available only to charitable, religious, fraternal, and not- for-profit organizations	\$15.00
4.	One-Year Period – Community Beautification Project	\$25.00**
5.	One-Year Period – Tanker Truck (tank capacity 3,000 – 8,000 gallons) – Truck	\$4,000.00**
	Each Additional Truck	\$1,000.00
6.	Construction Site – All Trades on Site (Cost per Hydrant)	\$150.00
7.	One-Time Use (1 hydrant)	
	Use will be billed at the SCWA current consumption rate. Production Control must be notified of the location of the hydrant and date and time of use in excess of 75,000 gallons)	
8.	One-Year Period – Designated Hydrants, All Fire Districts – For emergency and humanitarian relief efforts by American Red Cross or similar organizations	\$20.00
* For first vobic	cle, \$100.00 each additional vehicle	
** Requires a \$ wrench	\$125.00 deposit to cover the cost of the RPZ, appurtenances, and hydrant	
	e a \$75.00 administrative fee charged for permit types requiring a vehicle	
inspection		
	Foet	\$275.00
Hydrant Flow 1		\$275.00 \$75.00
Hydrant Flow \\ Addition test (c	onal flow tests performed on the same day within close proximity to the initial determined by SCWA)	\$275.00 \$75.00
Hydrant Flow 1 Additi test (c Munic	onal flow tests performed on the same day within close proximity to the initial letermined by SCWA) cipalities or Fire Districts responsible for the payment of hydrants will get one	· -
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Computer Utilization of Mainframe	\$50/hour
Late Charge:	
Quarterly Billing: A late charge of one-and-one-half percent (1.5%) per month shall	
be applied to all outstanding bills rendered in excess of 45 days.	
Monthly Billing: A late charge of one-and-one-half percent (1.5%) per month shall	
be applied to all outstanding billing rendered in excess of 30 days.	
Hydrant Billing: A late charge of one-and-one-half percent (1.5%) per month shall	
be applied to all outstanding billing rendered in excess of 60 days.	
FIRE ISLAND MISCELLANEOUS FEES/OTHER CHARGES & CREDITS	
Meter Vault – Over 2"	Actual cost
Customer Initiation Fee for Change of Responsibility	\$30.00
Cuclemor initiation received change of recoporationally	Ψ00.00
Collection Fee	\$20.00
Return Check Fee	\$20.00
Meter Test Fee	\$10.00
Meter Tampering Fee	\$110.00
Service Call Fee	\$90.00
Reinspection Fee	\$38.00
Reinspection Fee – Developer	\$80.00
Hydrant Removal Fee – Developer	\$1,500.00
Hydrant Inspection Fee	\$25.00
Advance Footage Fee	\$1,000.00
Pro-rated at 10% (\$100.00 per year). See Section VIII, Part 7	
Backflow Device Test – Up to 2"	\$75.00
Backflow Device Test – Over 2"	\$125.00
Main Extension Cost Estimates – Developers Only	\$200.00
Restoration of Services:	
Summer Period (two weeks prior to Memorial Day through two weeks after Labor Day)	
Sunday – Monday 8:30 am – 3:30 pm	\$90.00
All other times and any holiday	\$300.00
Non-Summer Period (two weeks after Labor Day through two weeks prior to Memorial Day)	
Monday – Friday 8:30 am – 3:30 pm	\$90.00
All other times and any holiday	\$300.00
Installation of Meter Fees:	
Summer Period (two weeks prior to Memorial Day through two weeks after Labor Day)	
Monday – Friday 8:30 am – 3:30 pm	N/A

Non-9	All other times and any holiday	\$300.00
INOTIF	Summer Period (two weeks after Labor Day through two weeks prior to	
Memo	orial Day)	
	Monday – Friday 8:30 am – 3:30 pm	N/A
	All other times and any holiday	\$300.00
Hydrant Use P		
Permi	t Type	
<u> </u>	One-year period - 1 Hydrant	\$120.00
2.	One-year period – Designated hydrants, (within one community)	\$300.00*
3.	One-year period – Community Beautification Projects	\$30.00**
, 4.	One-day Permit – Available only to charitable, religious, fraternal and not-	\$15.00
	ofit organizations	A 1 000 00++
5. Truck	One-year period Tanker Truck (tank capacity 3,000 – 8,000 gallons) – 1	\$4,000.00**
TTUCK	Each Additional Truck	\$1,000.00
/This includes	3 million gallons of water usage. Usage over 3 million gallons will be billed	φ1,000.00
	CWA current consumption rate at the end of the year)	
6.	One Time Use (1 hydrant): Billed at the SCWA current consumption rate.	
0.	Production Control must be notified of the location of the hydrant and date	
	and time of use in excess of 75,000 gallons.	
7.	One-year period – Emergency and humanitarian relief efforts by American	\$20.00
• •	Red Cross or similar organizations (cost per hydrant)	Ψ=0.00
* For first vehic	cle, \$60 each additional vehicle	
** Requires a 9	6125 deposit to cover the cost of the RPZ, appurtenances, and hydrant	
wrench		
*** There will b	e a \$75 administrative fee charged for permit types requiring a vehicle	
inspection		
inspection	e a \$75 administrative fee charged for permit types requiring a vehicle ick, \$1,000 each additional truck	
inspection **** For first tru	ıck, \$1,000 each additional truck	
inspection **** For first tru NOTE: One-tir	ne use for more than 75,000 gallons of water at the Authority's standard	
inspection **** For first tru NOTE: One-tir consumption w	ne use for more than 75,000 gallons of water at the Authority's standard vater rate. Production Control must be notified of the location of the hydrant	
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