

THE CANDLEWOOD KNOLLS WATER AUTHORITY

RULES AND REGULATIONS

ARTICLE I - CONTRACT

These Rules and Regulations and all subsequent changes hereto constitute a part of the contract with every customer supplied with water by the Candlewood Knolls Water Authority (hereinafter "Authority"), and every customer shall be considered to have expressed consent to be bound hereby. The meaning and application of these Rules and Regulations shall be interpreted by the Authority. The Authority reserves the right to change the Rules and Regulations in accordance with the procedures set forth by the Board of Directors of Candlewood Knolls Community, Inc. or in accordance with the rules established by the Candlewood Knolls Tax District, if such a district is formed for the purpose of providing water to the Candlewood Knolls Community.

ARTICLE II - PURPOSE

The objects and purpose of the Authority shall be:

1. To manage and guide the complete refurbishing of the Candlewood Knolls water system.
2. To review and recommend to the Board to enter into contracts as required for any water renovation, repair or expansion project.
3. To sign up shareholders for commitments to the Water Renewal Program
4. To arrange financing for the Water Renewal Program.
5. To approve all connections to the Candlewood Knolls Community water system.
6. To set usage fees.
7. To handle all matters pertaining to the use or misuse of the Candlewood Knolls water system.
8. To manage all maintenance, repair and capital improvements to the water system.
9. To establish and manage funding for changes, improvements, additions or replacements of the water system as future needs dictate.
10. To furnish to the Board yearly statements as to financial condition, physical condition and requirements of the water system.

ARTICLE III - DEFINITIONS

1. Authority is the Candlewood Knolls Water Authority.
2. The Board is the Board of Directors of Candlewood Knolls Community, Inc.
3. Customer - any person, persons, firm, company, lessee who by the terms of a written lease is responsible for the water bill, or owner of property furnished water service by the Authority.
4. Premises - includes, but is not restricted to the following:
 - A) A building or combination of buildings owned or leased by one customer, in one common enclosure, occupied by one family as a residence, or
 - B) A building one and one-half (1 ½) or more stories high under one roof owned or leased by one customer and having an individual entrance for the ground floor occupants and one for the occupants of the upper floors, or
 - C) A combination of buildings owned by one customer, in one common enclosure, none of the individual buildings of which is adapted to separate ownership, or
 - D) Any sub-building in a plot, which has or is required to have its own connection directly to the main or indirectly to the main via a curb box "T" connection, or
 - E) A single plot, used as a recreational area, or
 - F) A lot without a building.
5. Main - A water pipe, owned, operated and maintained by the Authority, which is used for the purpose of transmission or distribution of water but is not a water service line.
6. Service Line - The pipe that runs between the main and the customer's place of consumption. A service line consists of a "service connection" and a "service pipe", both as defined herein.
7. Service Connection - The portion of the service line from the main to and including the curb stop, at or adjacent to the street line or the property line. It shall include such other valves, fittings, etc. as the Authority may require at or between the main and the curb stop, to and including the curb box. The Authority shall be responsible for tapping of the main and furnishing the corporation cock and materials for the curb box connection. All service connections shall include a curb stop and curb box.
8. Service Pipe - That portion of the service line from the curb stop to the place of consumption.
9. Delinquent Account - A bill for water service which has remained unpaid for a period of more than 30 days from the date of receipt of a bill rendered on a monthly basis. No partial payment of any delinquent account shall affect the delinquent status of the amount remaining unpaid on such account.

ARTICLE IV - MEMBERSHIP

1. The members of the Authority are appointed by the President of Candlewood Knolls Community, Inc.
2. Five members comprise a full committee.
3. Members serve for a period of up to three years.
4. No more than three members may be rotated in any one year.
5. Members may succeed themselves in re-appointment.

ARTICLE V - MEETINGS

1. Two meetings per year are mandatory.
2. The annual meeting will be held in August each year.
3. The second meeting will be held during the early summer each year as called for by the chairman.
4. Additional meetings may be called for by the chairman of the Authority as he or she sees fit.

ARTICLE VI - INDEMNITY

All members will be protected from personal liability and civil liability in the same manner and to the same extent as the officers and Board of Candlewood Knolls Community, Inc. are protected.

ARTICLE VII - APPLICATIONS FOR SERVICE LINE APPLICATIONS FOR WATER SERVICE

All applications for water service must be made by the Customer, on forms provided by the Authority.

ARTICLE VIII - SERVICE LINES

1. "Service connection" means the portion of the service line from the main to and including the curb stop, at or adjacent to the street line or the property line. It shall include such other valves, fittings, etc. as the Authority may require at or between the main and the curb stop, including the curb box. The Authority shall be responsible for tapping of the main and furnishing the corporation cock. All service connections shall include a curb stop and curb box.,
 - A) The Authority shall furnish, install, own and maintain at its expense all new service connections, provided the costs of excavation, backfill, and removal and replacement of paving, walks, curbs, etc., necessarily incurred in respect to new services shall be borne by the Customer or owner of the premises.
 - B) The Authority shall furnish, install, own and maintain at its expense all replacements of service connections, including the cost of excavation, backfill and removal and replacement of paving, walks, curbs, etc.,

necessarily incurred in respect to each replacement.

2. "Service pipe" means that portion of the service line from the curb stop to the place of consumption:
 - A) The customer shall be furnished the necessary curb box by the Authority. The customer at his own expense shall install the service pipe which will be maintained and kept in good repair and in accordance with reasonable requirements of the Authority. A curb box shall be installed at each curb stop, to which the Authority shall have access at all reasonable times.
 - B) No water service pipe shall be connected to the distribution system unless the size, material and location shall have been approved by the Authority.
3. Except under unusual conditions and then only with the consent of the Authority, no service pipe shall be installed to supply more than one premises. Any non-conforming service pipe now existing shall upon renewal of same be made to conform with above regulation.
4. All service pipes must conform to the rules of the State Board of Health concerning cross connections on file in the office of the Authority.
5. The trench in which service lines are to be installed shall be of such depth that the service, when installed, has at least 4'0" coverage. The bottom of the trench shall be free of large stones or other objects which could harm the service. The trench shall be backfilled with clean fill (i.e., free from large stones, debris, etc.) and shall be hand filled for at least 6" over the top of the service.
6. so far as practicable all pipe shall be laid in a straight line from main to the curb box.
7. All pipe shall be tested before being covered up.
8. The installation of combined fire and domestic service lines will not be permitted without special approval of the Authority and on such conditions as the Authority may specify. *Irrigation systems are not permitted to be connected to the community water system due to potential cross contamination issues.*
9. The Authority shall, with the cooperation of the Customer, make an adequate inspection of the Customer's service pipe in order to determine that it complies with Authority specifications and requirements.
10. Any non-conforming service pipe now existing shall upon renewal of same be made to conform with the above.
11. The cost of thawing frozen service connection will be the responsibility of the Authority.
12. All cost of installation and maintenance, including thawing of frozen pipes, is the responsibility of the Customer.

ARTICLE IX – ACCESS TO PROPERTY

The Authority shall have access at all reasonable hours to service connections and other property owned by it which may be located on the exterior of Customer's residence for purposes of installation, inspection, maintenance, operation, or removal of its property at the time water service is to be terminated.

The customer shall be responsible for maintaining clear unobstructed access to the service connection. Any expenses required to locate a service connection that was obscured by the customer, will be paid by the customer.

ARTICLE X - DISCONTINUANCE OF SERVICE

1. The Authority shall establish dates for the turning on of seasonal water service, and for the turning off of seasonal water service. A schedule of said dates shall be mailed to each consumer at least thirty (30) days prior to both the commencement and the closure of the seasonal water system.
2. Any customer may discontinue water service by giving the Authority written notice not less than one (1) week prior to the discontinuance.
3. When premises will be temporarily unoccupied, the customer shall notify the Authority in writing. The water will be turned off. When the property is again occupied, the Customer shall again notify the Authority in writing and the water will be turned on.
4. In case of vacancy of a customer's property, the Customer must notify the Authority in writing of such vacancy and upon his failure to do so, he will become responsible for any damage to the property of the Authority arising from freezing, water damage, or any other failure.
5. No charge will be made for turning on or turning off seasonal water service *on annual dates posted by the CKWA in the yearly agreement. If a customer wants water turned on or off on a date other than annual dates, there will be a minimal charge imposed as documented in the CKWA agreement.*
6. The Customer is responsible for the cost of draining his service pipe and any damage resulting from his failure to properly drain such lines is his responsibility.

ARTICLE XI - WATER BILLS

1. All bills will be rendered in accordance with the "Terms of Payment" contained on the bill and shall be due and payable upon presentation.
2. In all cases, the property owner shall be liable for payment of bills due for water supplied to his premises whether or not he leases such premises to tenants.

ARTICLE XII - TERMINATION OF SERVICE

1. Service may be terminated without notice for any of the following reasons:
 - A) A condition determined by the Authority to be hazardous;
 - B) Failure by a Customer to comply with the terms of any agreement where under the Customer is permitted to amortize the unpaid balance of an account over a reasonable period of time, or any failure by such a Customer to simultaneously keep his account for utility service current as charges accrue in each subsequent billing period;
 - C) When the Authority has discovered that by fraudulent means a Customer has obtained unauthorized water service or has diverted the water service for unauthorized use or has obtained water service without same being properly registered with the Authority;
 - D) When the Authority has discovered that the furnishing of water service would be in contravention of any orders, ordinances or laws of the Federal government or of the State of Connecticut or any political subdivision thereof or the Town of New Fairfield.

2. Service may be terminated 15 days after mailing written notice for any of the following reasons;
 - A. Failure or refusal of the Customer to reimburse the utility for repairs to or loss of utility property on his premises when such repairs are necessitated or loss is occasioned by the intentional or negligent acts of the customer or his agents;
 - B. Customer use of equipment in such a manner as to adversely affect the Authority's equipment or the Authority's service to others;
 - C. Tampering with the equipment furnished and owned by the Authority;
 - D. Violation of or non-compliance with the Authority's Rules and Regulations.

3. Service may be terminated 15 days after mailing written notice that a Customer's account is delinquent. Such notice will be mailed only after the Authority has made a diligent effort to collect the delinquent account, but in no event earlier than 30 days after mailing the original bill.

4. The Authority will not terminate service to a customer if on the day immediately prior to a weekend or holiday or any time the business office of the Authority is not open for payment of delinquent accounts.

5. If service is terminated for any of the reasons set forth in this article, service will not be restored until a turn-on charge is paid. This charge shall be in addition to any other monies due the Authority for water and/or any other service.

6. If abnormal costs are incurred in terminating service for any of the reasons set forth in this Article, these costs shall be paid by the Customer before service is restored. Abnormal costs shall include, but not be limited to, those associated with locating and/or replacing obstructed, hidden and/or broken curb boxes (but not including replacement of the curb stop).
7. In addition to the foregoing, unauthorized usage of CK Water System in any manner inconsistent with the subscriber annual water contract will result in a charge of \$500 per occurrence, in addition to all legal fees and awarded damages associated with the resolution of such unauthorized usage, regardless of whether or not such incident results in cessation of water supply service.

ARTICLE XIII - OTHER PROVISIONS

1. When there is a leak in any service pipe from curb box to Customer's premises and the owner cannot be readily found or shall refuse to make immediate repairs, the Authority shall have the right to make necessary repairs and charge the Customer for same, or alternatively, to disconnect the service until repairs are made.
2. The Authority reserves the right to curtail water usage when scarcity of water or when excessive use may, in its opinion, justify such action.
3. The Authority reserves the right to shut off the water supply for necessary repairs. Whenever possible, notice will be given.
4. The Authority makes no guarantee of continuity of water service or pressure and will not assume responsibility or liability for damages resulting from failure of service or pressure.

ARTICLE XIV - EFFECTIVE DATE

The foregoing rules and regulations were adopted by the Authority on April 16, 1983.

Revised August 1995: Added Article XII, item 7

Revised August 2001: Article VI - Item 2 changed to "Five members comprise a full committee.", Items 3 thru 5 revised to so reflect. Article V meetings changed from Annual meeting on "3rd Friday of August" to "in August". Second meeting changed from "early spring" to "early summer".

Revised April 2023: Article IX – Added 2nd paragraph to denote customer responsibility to maintain access to service connection. Article X -Item 5 clarified cost of turning on and off water for dates other than annually posted.