

TOWN OF HOUNSFIELD
INSTRUCTIONS FOR OUTSIDE-THE-DISTRICT WATER USERS
A Guide to Petitioning for Outside User Status

Applicants must:

1. Obtain a Water Permit application kit from the Town Clerk. The kit includes Instructions, Application, Outside User Agreement, Lateral Standards for Installation, Lateral Map Example, Meter Pit Example, Water District Number, and Rules & Regulations.
2. Attend a Town Board Meeting to request and obtain approval for application. The application must include a location and description of the property, any required easements, and a proposed lateral line map. If Applicant resides outside the Town of Hounsfield, a signed and dated approval letter from the applicant's home township's Town Board must be submitted. This letter must be on official town stationery.
3. Provide an Outside User Agreement, signed and dated.
4. Obtain any and all appropriate Town, County, or State Highway work permits, and insurance and bonding as needed. It is the Applicant's responsibility to notify "Dig Safely New York" before excavation begins.
5. Before work begins, contact the Town of Hounsfield's Water Department at 315-782-6380 Ext 2, to schedule initial and final inspection. Follow installation instructions as detailed in the Water Lateral Standard included in the Water Permit application; all work will be subject to inspection and supervision by a certified Town of Hounsfield Water Department employee.

Hook-up Fee and Security Deposit

Hook-up fee includes meter, curb stop and line tap, easement and inspection. If meter pit is required, any cost for the pit is the Applicant's responsibility.

A Water Security Deposit, at the Town's annually established rate, is required of all Outside Users and must be paid before service is connected.

Compliance

Compliance with all appropriate Water District Rules and Regulations is mandatory. Failure to comply will result in disconnection of water supply.

TOWN OF HOUNSFIELD

WATER DISTRICT OUTSIDE USER AGREEMENT

This Agreement entered into on this _____ day of _____, Year _____ between Water District No. _____ of the Town of Hounsfield ("District"), the Town of Hounsfield, a Municipal Corporation with offices located at 18774 County Route 66, Watertown, NY 13601 (collectively with "District" hereinafter referred to as "Town"), and _____, residing at _____, Town of Hounsfield, (hereinafter referred to as "Owner").

WHEREAS, _____ are the "Owners" of the fee title to certain developed real property at _____ in the Town of Hounsfield, New York (hereinafter referred to as "Property"), being more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Owner desires to obtain water service from Town for his Property which is not within the Water District; and

WHEREAS, Owner is willing to provide for the installation of a water lateral to serve the Property which lateral is to be connected to that certain water main owned by the Town; and

WHEREAS, Owner has requested the permission of the Town to connect to said water main as a user thereof who is located outside of the Water District; and

WHEREAS, the Town Board of the Town of Hounsfield has authorized this Agreement by Resolution duly enacted on this _____ day of _____, Year _____.

NOW THEREFORE, the Parties Agree as follows:

1. CONSENT TO LATERAL CONNECTION: The Town grants the Owner permission to install and connect a water lateral for the purpose of providing water service to the Property to the Town's water main. The lateral connection to the water main is to continue indefinitely provided said connection and the use of the water lateral does not interfere with the operation of the Town's water main and all requirements of Owner hereunder as to said lateral and the water use permitted herein all complied with.

2. CONSTRUCTION/INSTALLATION: All such work and materials required for the installation and connection of the lateral shall be provided by Owner at his sole cost and expense. All work as to installation and connection of the water lateral by the Owners shall be performed in accordance with the District Rules and Regulations and approved by Town Engineer prior to connection. Owner shall at all times maintain, repair and replace said water lateral if necessary, at Owner's sole cost and expense, which lateral shall remain the property of the Owner. Owner shall obtain such permit or other approvals from the Town of Hounsfield as are necessary to allow Owner's contractors to work in the Town for purposes of installation. Owner shall repair any damage caused thereby to the Town's water main and its appurtenances, and/or the Town's water system. After installation of said lateral, no repairs or replacement of the lateral involving any of the Town's right-of-way's or the town's water main or appurtenances shall be commenced until written authorization is granted respectively by the Town permitting such work and the repairs to said lateral. Completed/Final approval of Lateral Extensions is subject to project approval of the Towns Engineer and Town Water Department.

3. COSTS: All costs incurred in the construction, installation and connection of the lateral to the water main ("Project") shall be paid by Owner together with all legal, engineering or other costs incurred by Town in relation to preparation of this agreement and the Project, which shall be paid by Owner to town within thirty (30) days after itemized statement is provided by Town to Owner.

4. INSURANCE: Insurance coverage in such amounts, form and type as is required of Owner shall be provided also to and for benefit of Town and proof and certification of insurance coverage as required by the Town shall also be provided in same form to Town. The Town can adjust insurance amounts required for Towns benefit depending on scope of lateral.

5. PAYMENT BY OWNER: Owner and all future owners of the Property shall pay to the Town during the term of this Agreement and/or any period in which the Property is served by the Town's water main/system, such water charges, service fees and all other charges or fees including the cost of any bonded indebtedness related to the ~~Town water main as are now or hereafter assessed or imposed on other similar users~~ in the Town of Hounsfield Water District. Owner agrees to be bound by and to observe the rules and regulations of the Town of Hounsfield Water District as such now exist or as hereafter amended and to pay any charges, costs, or fees as in such manner and at such times as provided therein for payment by Owner of properties within the Water District. This agreement shall run with Owners lands and be recorded with the Jefferson County Clerk to be a permanent part of parcels history. It is the intent hereof that the Owner pay for the water provided to the Property by the Town's water system, and for the use of its water system, the same costs or charges paid to the Town by similar users thereof which are located within the District. Owner consents that the Town may, upon a failure of timely payment by Owner of

any charges imposed for said water use, elect to collect said fees or charges by levy and assessment thereof against the Property in the same manner as real estate taxes of the Town are so levied, assessed and/or collected. Such rights of election of the Town shall be in addition to any and all other legal rights or remedies available to it for the collection of fees and charges due hereunder, as provided in the District's rules and regulations or otherwise. Town retains the absolute right to restrict water to outside user "Owner", and "Owner" acknowledges Towns' right to restrict water, if owner fails to abide by rules of District and/or fails to pay for water.

6. CONSENT TO FUTURE DISTRICT EXTENSION: In the event it becomes necessary hereafter in the discretion of the Town Board of the Town of Hounsfield, to extend the Water District or create or extend another water district to include the Property, Owner hereby consents to the inclusion of the Property in such District or extension without any further acts or action being required of either the Town, Owner or other owners of property within the Water District. Owner shall execute in such event, any documents requested by the Town to confirm said consent and permit the inclusion of the Property in such water district or extension thereof, but the refusal or failure of Owner to execute such shall not negate or nullify the consent of Owner granted herein above to allow the Town to so act without any further act or documents from Owner. Upon formation of the new District or extension of the existing Water District, and the inclusion of the Property in such District or extension, the Agreement shall terminate without any further act by either party hereto.

7. INDEMNITY: To the maximum extent permitted by law, the Owner shall hold harmless, defend and indemnify the Town from any and all liability, claims or damages of any type, including reasonable attorney fees, arising out of or in relation to the installation, connection, maintenance, repair, replacement and/or use of the

water lateral constructed hereunder by Owner, his contractors, or agents.

8. INTERRUPTION OF WATER SERVICES: Town shall not be responsible for any interruption in service relating to Town's water main for any reason other than the intentional or willful act of the Town or as otherwise provided in the District's Rules and Regulations. Town agrees that upon notice from Owner of any interruption of service caused by the Town's water main or service, Town will take all reasonable measures to restore the service of the Town's water main/system.
9. BINDING EFFECT: This Agreement shall insure to the benefit of and shall bind the Owner, his heirs, successors and assigns, which includes all subsequent owners of the property.
10. RECORDING OF AGREEMENT: This Agreement shall be recorded at Owner's cost and expense in the Jefferson County Courthouse and indexed in Book of Deeds against the Property herein described.

By:

Town Supervisor

Owner

Owner

STATE OF NEW YORK
COUNTY OF JEFFERSON

On this ____ day of _____, Year _____, before me personally came and appeared
Town Supervisor _____ of the Town of Hounsfield, personally known to me or
proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the
instrument, the individual, or the persons on behalf of which the individual acted, executed the instrument.

Notary Public

On this ____ day of _____, Year _____, before me personally came and appeared
_____ personally known to me or proved to me on the basis of satisfactory evidence to be
the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the
same in his capacity, and that by his signature on the instrument, the individual, or the persons on behalf of
which the individual acted, executed the instrument.

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