

HAZARDVILLE WATER COMPANY

Rules and Regulations

(Subject to Change Without Notice)

Approved and Accepted by DPUC on: December 23, 2009

The following Rules and Regulations are part of the contract between Hazardville Water Company and its customers. Acceptance of water service as a customer indicates acceptance by the customer of these Rules and Regulations noted herein. Water utility service is regulated by certain provisions of the Connecticut General Statutes and certain regulations set forth by the Department of Public Utility Control. These statutes and regulations do change from time to time and it is the intent of these Rules and Regulations to abide by these mandates. Therefore, these Rules and Regulations are set in addition to rules and regulations of any appropriate governing agency.

A. DEFINITIONS

1. The word "Company" as used herein refers to the Hazardville Water Company, the Town of Somers Section (served by Hazardville Water Company) inclusive.
2. "Customer" means any person, firm, corporation, company, association, municipality, governmental unit, who is owner of premises served with water by the company or lessee or tenant who by the terms of a written lease is responsible for the water bill.
3. "Property Owner" is one who holds deed to premise.
4. "Premises" shall include 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 one corporation or firm as a place of business, or
 - b. Each unit of a multiple house or building separated by a solid vertical partition wall occupied by one family as a residence or one firm as a place of business, or
 - c. A building owned or leased by one customer and having a number of apartments, offices or lofts which are rented to tenants using in common one hall and one or more means of entrance, or
 - d. A building two or more stories high under one roof owned or leased by one customer and having an individual entrance for the ground floor occupants and one for the occupants of the upper floors, or
 - e. 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
 - f. A public building, or
 - g. A single plot, used as a park, cemetery or recreational area.
5. "Delinquent Account" means a water service bill which has remained unpaid for a period of more than 33 days after the day of mailing of a bill rendered on a monthly basis, or a water service bill which has remained unpaid for a period of more than 63 days after the date of mailing of a bill rendered on a quarterly basis.
6. "Common Enclosure" means property under common ownership, which is bounded by fences, property lines, public streets or highways.
7. "DPUC" means the Department of Public Utility Control.
8. "Family" means any number of individuals living as a single housekeeping unit and served by at least a single water closet and cooking facilities.

9. "Meter" means any device for measuring the quantity of water used as a basis for determining charges for water service to a customer.
10. "Property" means all facilities owned and operated by the Company.
11. "Main" means a water pipe owned, operated and maintained by the Company, which is used for the purpose of transmission or distribution of water but is not a service line owned by the customer.
12. "Tap" means the fittings installed at the main to which the service line is connected.
13. "Service connection" means that portion of the service line from the main, including the corporation cock, to and including the curb stop adjacent to the street line or customer's property line, and other such valves and fittings as the Company may require between the main and the curb stop for purposes of fire or domestic services.
14. "Customer service line" means that portion of the service line from the curb stop to the customer's place of consumption, curb box inclusive.
15. "Fire service line" means a service pipe used exclusively for fire protection purposes that runs from the shut off valve to the place of use, curb box inclusive.
16. An "RPZ" means a reduced pressure zone (backflow preventer).
17. In all definitions, the INTERPRETATION OF THE COMPANY shall govern.

B. GENERAL RULES

1. The rules and regulations as set forth herein constitute a part of contract with every customer taking water service from the company, each of whom shall be deemed to assent and be bound thereby. The rules and regulations are subject to change without notice.
2. The Company's regulations regarding water main extensions are available as a separate document.
3. The Company will undertake to provide an adequate supply of potable water at adequate pressure throughout its system, but cannot assume responsibility or liability, direct, indirect or consequential for any damage from failure to do so. Whenever possible, work will be scheduled to provide the least inconvenience to the customer. The company will make reasonable effort to give notice in advance of any work necessitating the interruption of service. Hot water boilers should be provided with vacuum and pressure relief valves maintained by the customer in good working condition. The company assumes no liability for damage resulting from shut off of service due to non-payment of a delinquent account.
4. Whenever public interest so requires, the Company reserves the right to curtail or suspend entirely the use of water for non-essential purposes. Such curtailment or suspension of non-essential service shall be without liability to the Company. The Company shall make effort to notify in advance all customers affected after proper notification to DPUC.
5. At high elevations where pressure is low the company may require the customer to install and operate a booster pump and storage tank approved by the Company. In these cases the customer will enter into a written agreement with the Company in which the customer holds the Company blameless for damage and/or inconvenience from the low pressure. In low elevations where pressure is high the Company may require its customers to furnish, own, install and maintain a pressure reducing valve.
6. No customer shall supply water to other persons or permit any connection to be made on his premises for supply to other premises.
7. If there is not sufficient pressure or hydraulic capability to an area of the water distributionsystem for a customer to qualify for preferred risk insurance, the expense for any improvement to the system for this specific purpose shall be borne by the customer.
8. Customers are responsible for keeping their service pipe, home (internal) plumbing and fixtures

in good working order and protected from freezing. Failure to do may result in costly repairs for which the Company is not liable.

9. All piping and internal plumbing at all premises supplied by the company must be in compliance with all local and state building, public health, and plumbing codes, and sanitary regulations, if any, of the town in which the premise to be serviced is located.
10. In the event that any customer shall use water at rates of flow that cause noticeable pressure variations in the water system, the Company may require that the customer control his flow rates or install equipment to minimize such variations to an acceptable level.
11. The Company reserves the right to request pool filling be accomplished during week days as required. Customers are requested to call and notify the water company prior to filling pools.

C. APPLICATION FOR SERVICE

1. Applications for water service shall be made and signed by each customer or his duly authorized agent on forms furnished by the Company. Customers located in the Somers Section (EDB affected area) will be required to apply and receive a Water Service Permit from the Town Sanitarian's office, Town of Somers, prior to water service application at the Company offices. Service connection fees are payable in advance.
2. Resumption of water service from a tap or service connection which has been shut off due to customer property ownership transfer requires a new application. A reconnection fee approved and on file at DPUC will be assessed provided continuous service is not maintained.
3. No application for water service will be accepted from a customer having a delinquent water account or is delinquent for related services.
4. Water for construction purposes shall be applied for on forms provided by the Company.
5. When the Company renders temporary or intermittent service to a customer, it may require that the customer bear the costs in excess of any salvage realized of installing and removing the service.
6. Applicants taking service from a main under main extension contract may be required by the Company to pay the company an amount which the company feels is an equitable portion of the original mains cost or to assure their equitable share of an existing guarantee provision. Applicants taking service from a main under main extension contract may be required to pay the Company an equitable portion of the original cost of a pump station, storage tank, or other facility. Payments to the Company as shares of original costs will be refunded to the original depositors.

D. LIABILITY FOR CHARGES

The customer shall be liable for all charges for water service until such service has been discontinued by the Company pursuant to written instructions from the customer. Written instructions to discontinue service are required from customers with past due balances. A phone request will be accepted from all other customers and real estate agents and lawyers handling property transfers. Customers vacating a leased or rented property are required to contact the Company in writing providing a final service date. Upon receipt of request for discontinuation of service, a final service date shall be specified and a final meter reading will be made by the Company to determine all final charges due. The water at such time will be turned off with appropriate disconnect charges as approved by DPUC. Water service may not be shut off if terms outlined in Section E. paragraph 3 apply or service to premise is continuous without interruption. Accounts for transferred property shall be paid in full no later than the property closing.

E. REFUSAL OR DISCONTINUATION OF SERVICE

1. Refusal or discontinuation of service by a water company is restricted by certain provisions of Connecticut General Statutes and of the Connecticut Department of Public Utility Control's "Rules and Regulations Concerning Termination of Electric, Gas, Water and Sewage Utility Service." Copies of the applicable statute and of the DPUC regulations are available for inspection at the Company office.

Service may be terminated without notice, again subject to certain restrictions, for a condition determined by the company to be hazardous or a nuisance to other customers or bordering properties which includes but is not limited to wasting water or subjecting the distribution system to actual or potential cross connections which may lead to contamination.

Termination proceedings may be initiated by the Company for any of the following reasons, and carried out subject to DPUC restrictions:

- a. Failure by a customer to comply with the terms of any agreement where under they are 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/her account for utility service current as charges accrue in each subsequent billing period. Except where the customer has made payment or payments amounting to 20% of the balance due in which case the Company shall not terminate service until additional notice of the conditions the customer must meet to avoid termination is sent to the customer. Such notice shall not entitle the customer to further review as provided by Subsection D(3) (a) of these regulations or to additional notice upon subsequent payment of 20% of the balance due.
- b. When the company 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 upon the company's meter.
- c. When the Company 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.
- d. Non-payment of a delinquent account, provided that the Company has notified the customer of the delinquency and has made a diligent effort to have him/her pay the delinquent account.
- e. Failure of the customer to furnish such service, equipment, permits, certificates or right-of-way as shall have been specified by the Company as a condition to obtaining service, or if such equipment or permissions are withdrawn or terminated.
- f. Failure of non-residential customer to fulfill his contractual obligations for service or facilities subject to regulation by the Department of Public Utility Control Authority.
- g. Failure of the customer to permit the company reasonable access to its equipment during normal working hours for testing, repair or inspection. Equipment includes but is not limited to curb boxes, remote readers and meters.

- h. Failure or refusal of the customer to reimburse the utility for repairs to or loss of utility property on his property when such repairs are necessitated or loss is occasioned by the intentional or negligent acts of the customer or his agents. Such acts include but are not limited to fire, vandalism, freezing or other mishap.
 - i. Customer use of equipment in such a manner as to adversely affect the Company's equipment of or the Company's service to others.
 - j. Tampering with, breaking or adjusting the meter seal of the equipment furnished and owned by the Company.
 - k. Violations of or non-compliance with the Company's Rules and Regulations.
 - l. Fraud or material misrepresentation by a customer in obtaining utility service.
 - m. Failure of the customer to make necessary service line repairs after reasonable notice to avoid wasting of water.
2. A termination notice to a customer whose account is delinquent will be mailed no earlier than 64 days after mailing the original quarterly bill or 34 days after mailing the original monthly bill. Actual termination of the service will not occur earlier than 13 days after mailing the termination notice. A disconnection fee will be charged to customers if no payment is received by the shut off date and service is disconnected. A reconnection charge will be assessed and is payable prior to reconnection.
3. The Company will not terminate service to a customer:
- a. If the customer has filed a complaint or dispute with the company and/or the Department of Public Utility Control and the complaint remains unresolved. Such complaint must be made to the Company within seven days of receipt of the termination notice. Said complaint shall be reviewed by the Company as prescribed by Section 16-3-100(g) of the Regulations of Connecticut State Agencies.
 - b. If there is known to be serious illness or life threatening situation in the home of a residential customer, the company must be notified by a doctor prior to the shut off date of the termination notice, and such notice must be confirmed by letter from the doctor within a week after the verbal notification. The notice must be renewed every 15 days by the doctor or the last day of the period specified by the physician as to the length of the illness. The customer is required to make a reasonable arrangement with the Company to settle the delinquent part of the delinquent bill and to pay all future bills on a current basis while the illness continues, except in cases where residential utility service is continued due to a life threatening situation and the customer lacks the financial resources to pay his or hers entire account. In cases where a customer with a life threatening situation exists and the customer does not lack the financial resources to pay his or her entire account, the company and the customer must enter into a reasonable payment arrangement pursuant to section 16-3-100(b)(3)(A). Customers who are current with the physician's certificate of life threatening situation and who lack the financial resources to pay the entire account cannot be terminated for failure to remain current with their account or an established amortization agreement, in which case no such agreement is required at any time, or where the customer is determined to be a hardship in accordance with section (b)(3)(B) and (f) in which case no such agreement is required between November 1 and April 15, and renew the serious illness certificate or life threatening situation certificate no later than

the last day of the period specified by the physician as the length of the illness or life threatening situation ; provided, however, that if the physician has failed to specify the length of the serious illness or life threatening situation or if the physician has indicated that the length of the illness or life threatening situation is not readily ascertainable, then the serious illness or life threatening situation certificate shall be renewed every 15 days. Each renewal certificate must be forwarded to the company.

- c. If the customer is the owner or agent for an occupied residential rental property, and the delinquent bill is for water service to tenants at that property, continued service will be provided if the tenant wishes to apply for continuation of service. Appropriate legal action may be taken against the owner for the delinquent amounts. However, if the tenant refuses to apply for service as a regular customer, the company may terminate service to the tenant upon proper notification.
- d. On the day immediately prior to a weekend or holiday or any time the business office of the Company is not open to the public for payment of delinquent bill for water service unless the service was terminated for hazardous conditions.

F. METERED SERVICE

1. Obligatory Metered Service

All premises must be metered separately.

All water use must be metered except for Public and Private hydrant use (Sections N and O). The Company may meter private fire lines if it so desires. Submetering will be allowed only if approved by DPUC.

2. Charges

- a. There is a minimum charge for water service which is determined by the size of the meter. Water use is charged in accordance with scheduled rates. All metered water passing through the meter regardless of intended or unintended use, is the responsibility of the customer.
- b. If the Company cannot obtain an actual meter reading, the water charge for the current billing period will be estimated by a cumulative average of previously billed consumption. The bill will be estimated a maximum of three consecutive times at which time adjustments will have to be made to the meter and/or associated equipment or termination of service procedures will be initiated.

3. Installation of Meters

The meter and any associated remote reading devices are the property of the Company and will be furnished and installed without charge to the customer unless it is to be used for temporary or intermittent service. All meters installed on new residential and commercial services, as well as those installed on existing residential and commercial services at the time of periodic meter change, as appropriate, shall be the remote reading type equipped with remote register connected to the encoder register by a multiple conductor cable.

The Company will determine the appropriate size, type and number of meters for each premise. Each premise shall be separately metered and billed. Vaults become the property of the customer upon installation and the customer is responsible for

maintenance and repair as needed from time to time and for the maintenance of free and ready access thereto.

4. Location of Meters/Location of Remote Reader

The Company shall determine the location of meters/remote readers according to the following criteria:

- a. The customer will provide, at his expense an accessible and protected location for the meter and remote reader, which location shall be subject to approval of the Company at the time of service pipe installation. The meter may be located inside a secured building, when, in the opinion of the Company, a suitable location is available which will provide adequate protection against freezing or other damage and ready access for testing and reading. Each setting must be located where the service line enters the building in a horizontal position not less than 18' or more than 36" above the floor. The meter shall control the entire supply to the premises exclusive of fire lines. It is the customer's responsibility that the remote reader shall be accessible for reading, repair or service as required. Should, in the company's opinion, the remote reader be rendered inaccessible, the company may make required adjustments and bill the customer accordingly. The Company assumes no liability for damage to trees, shrubs, ornaments and the like for incidental damage incurred to customer's property due to reading, repairing, or servicing a remote reader.
- b. The Company may require that meters for industrial, commercial, or residential premises be installed outside in vaults located and built in accordance with Company's specifications at the customer's expense.
- c. When a premise is supplied by a service line greater than 150 feet in length, an outside meter setting may be required.
- d. If the Company determines that alterations or obstructions have rendered a meter set inside a building inaccessible or inadequately protected, it may require that such meters be relocated at the customer's expense. Likewise, if the Company determines that alterations or obstructions have rendered remote reading equipment inaccessible or inadequately protected, the Company may require that such equipment be relocated at the customers expense.
- e. A retrofit of an existing service serving more than one unit may require a meter pit if the Company determines that inside metering does not allow for easy yet secured access.
- f. If a service cannot be shutdown to allowing testing, replacement, or repair of a meter, a second meter shall be installed in parallel.
- g. Relocation of meters/remote readers shall be at the expense of the customer to a location approved by the Company.

5. Damage to Meters

Meters will be maintained by the Company, but all damage due to but not limited to fire, freezing, vandalism, hot water, external causes or customer mishap or negligence shall be paid for by the customer with appropriate labor charges inclusive. The customer is requested to notify the Company promptly of any deficiency or damage to the meter or its connections.

6. Accuracy of Meters
 - a. Meters will be tested for accuracy before installation and periodically thereafter. No meter will be placed or kept in service unless it registers within the limits of accuracy specified by the Department of Public Utility Control.
 - b. The Company will, upon written request of a customer, test the accuracy of a meter in use at subject premises provided the meter has not been tested at this location by the Company within the past year and the owner or the customer's representative (must be adult 18 years of age or older) is present at the meter location when the meter is removed to be tested.
 - c. Should the Company determine by historical water use or other means that customer's meter may be registering incorrectly the Company may request the customer to allow access for removal, testing and replacement. The customer will be notified by written notice; door hanger or letter.
7. Tampering with Meters
Meters or remote reading equipment shall not be opened, adjusted, removed or interfered with in any way unless approved by the Company in writing. Any adjustment to or tampering with the meter seal is just cause for Company to terminate service immediately.
8. Unmetered Bypasses - Unmetered bypasses are in direct violation of the Company's Rules and Regulations and will result in a fine being assessed for unauthorized water use. Fines/fees on file at Department of Public Utility Control.

G. BILLING AND PAYMENT

1. Bills
Bills will be rendered for each premise monthly or quarterly depending on the nature and location of the premises and the service classification. Separate premises shall be billed separately.
2. Payments
 - a. All bills are payable upon receipt. Failure to receive a bill by a customer does not relieve the customer's obligation to pay the bill or the consequences of non-payment.
 - b. If a bill remains unpaid, the Company may terminate service in accordance with the provisions of Section E. If the Company needs to excavate in order to terminate service to a delinquent account, the customer is liable for the cost of such work and must pay for it before service is restored.
 - c. All monthly bills unpaid after 33 days of the mailing date and quarterly bills unpaid after 63 days of the mailing date will be assessed a 1-1/2% late charge; a minimum \$.67 late fee will be applied to monthly bills and a \$2.00 minimum to quarterly bills.
3. Vacancy in Tenant Occupied Property
In the event of a vacancy in a rented property, the owner has the option of either:
 - a. having no water service to the premises in the interval between tenants, in which case a disconnection fee will be assessed to the owner and billing will cease; fees for disconnection and/or reconnection are listed in the Hazardville Water

Company schedule of rates and are on file at Department of Public Utility Control.

- b. putting water service in the owner's name in the interval between tenants, in which case bills will be sent to the owner.
4. The property owner is generally the customer of record. In cases of rental or leased properties, the tenant may be responsible for the water bill. Such lease must be on file with the Company and such filing is the responsibility of the owner. Failure by the owner to supply the company a copy of the lease will necessitate the owner to be listed as customer of record. In the event the lease provided contains no clause on billing responsibility, the owner will be listed as the customer of record.
5. Where a premise is supplied by two (2) or more meters connected to a single service, the minimum charge for each meter shall be applied. Where a premise is supplied through more than one service, the minimum charge shall be applied to each meter. Combined billing will not be allowed except where approved by the DPUC.
6. First and final bills are prorated with respect to the minimum service charge which is added to the consumption rate.
7. Public Fire Protection charges are billed semi-annually for services rendered subsequent to billing at rates approved and on file at the DPUC.
8. Private Fire Protection charges are billed semi-annually for services rendered subsequent to billing at rates approved and on file at the DPUC.
9. Water for construction purposes may be metered and sold at regular rates or may be unmetered in which a standard construction rate applies. All rates are approved and on file at the DPUC.
10. Miscellaneous sales are billed as service is rendered. All rates are approved and on file at the DPUC.
11. A bad check charge will be assessed to any account for which a check forwarded as payment is returned by the bank (i.e. for insufficient funds, closed account, etc). The bad check charge is approved and on file at the DPUC.
12. Payment for an account that has been terminated due to delinquent payment will be made at the Company's office during routine business hours, where possible. In situations where payment cannot be made during routine business hours, payment will be made by cash, money order, or personal check. The customer in such cases will be responsible for connection, reconnection and collections fees that are approved and on file at the DPUC. An answering service is available after business hours to handle customer calls. After 8PM the Company is not obligated to restore service until the resumption of normal business hours. Note that in actual practice the Company endeavors to reconnect service at any time whenever possible. The Company will respond to emergency calls in accordance with the importance of each call.
13. A connection/disconnection fee will be assessed as this service is rendered. The rates are approved and on file at the DPUC.
14. Commercial fire flow or Hydrant tests will be billed at a charge that is approved and on file at the DPUC.
15. Adjustment of Bills
 - a. Bills which are incorrect due to meter or billing errors will be adjusted as follows:
 - i. Whenever a meter in service is tested and found to have over-registered more than two percent, the Company will adjust the customer's bill for the excess amount paid as determined below.
 - ii. If the time at which the error first developed or occurred can be definitely

- determined by the Company, the amount of overcharge will be based thereon.
- iii. If the time at which the error first developed or occurred cannot be definitely determined, it will be assumed that the over-registration existed for a period equal to one-half of the time since the meter was last tested. If more than one customer received service through the fast meter during the period for which the refund is due, a refund will be paid to the present customer only for the time during which he received service through the meter.
 - b. Whenever a meter in service is found not to register, the Company may render an estimated bill. A bill will be estimated a maximum of three consecutive times after which if Company equipment cannot be properly accessed the Company will initiate termination proceedings. The estimated bill for quarterly and monthly accounts will be the average consumption based on previously billed consumption. When it is found that the error in a meter is due to some cause other than vandalism, freezing, fire or negligence, the date of which can be determined, the overcharge or the undercharge will be computed back to but not beyond such date.
 - c. Billing adjustments due to fast meters will be calculated on the basis that the meter is one-hundred percent accurate. For the purpose of billing adjustment, the meter error will be one-half of the algebraic sum of the error at maximum test flow plus the error at intermediate test flow.
 - d. When a customer has been overcharged as a result of incorrect reading of the meter, incorrect calculation of the bill or other similar reasons, the amount of the overcharge will be adjusted, refunded, or credited to the customer.
 - e. When a customer has been undercharged as a result of incorrect reading of the meter, incorrect calculation of the bill or other similar reasons, the amount of the undercharge may be billed to the customer.
16. If the Company receives no response prior to the termination date, a service person is sent to the premises to terminate service. If the customer presents the service person with payment of the bill, a collection fee will be assessed. All rates are approved and on file at the DPUC.

H. ACCESS TO CUSTOMER'S PROPERTY

1. As a condition to continuing service, the customer agrees that the Company has the right of access to the customer's premises for the following reasons:
 - a. to inspect for possible cross-connections between the customer's equipment and facilities and the public water supply and for any other condition which might be hazardous or detrimental to its equipment or service to others or to meet the requirements of the Standards for Quality of Drinking Water, (Section 19-13-B102 of Public Health Regulations); special attention is drawn to residential customers of Somers in the EDB affected area maintaining private wells. Inspections to determine segregation of private and public water systems will be accomplished as required at the discretion of the Company.
 - b. to read, inspect, repair, replace, alter or service meters and accessory equipment, or shut off a tenant's water service.

2. The customer agrees as condition of service to give or get permission for such access by properly identified employees of the Company.
 - a. In situations where the tenant is the customer, the owner must provide a written easement at his expense to allow Company personnel access to the meter.

I. SERVICE CONNECTION

1. New Taps
Installation of a service connection is the sole responsibility of the company whose cost shall be borne by the customer, the charge determined by the size. The company will determine the size on the basis of estimated water use and/or square footage of the building.
2. Service Connection - Abandonment
When a premise is to be abandoned or demolished or a service connection is to be abandoned, the customer agrees to notify the Company promptly in writing and to close the service connection at his own expense. Should the customer fail to complete such work promptly, it will be done by the Company at the customer's expense.
3. New Service Connections
 - a. Applications
 - i. Service Connection 3/4" Diameter
All applications for service connections 3/4" in diameter must be made at an office of the Company by the owner of the premises to be supplied or by his authorized agent who may be his plumber. These applications must be made and all necessary charges paid at least ten (10) working days prior to the desired time of installation. The owner or his agent must make arrangement with the Company for scheduling the time of the installation of the service connection at least two (2) days in advance of the desired date. These arrangements should be completed and confirmed before any excavation work is started. The applicant directly or through his agent agrees to take water from the Company subject to the Rules and Regulations of said Company.
 - ii. Service Connections over 1 inch and larger in Diameter
Application for service connections 1 inch and larger in diameter shall be made in writing to the Company. Such requests shall include Planning and Zoning approved plans showing the desired size and location for 2 inch and larger. The customer or other applicant shall, if requested by the Company, furnish his estimated requirements as to fire flow, pressure, and such other pertinent data that will assist the Company in determining the adequacy of the size. The Company will furnish an estimate of the applicable charge for each service connection. Upon receipt of payment from the customer or other applicant, the owner or his agent must make arrangements with the Company for scheduling the time of the installation of the service connection at least two (2) days in advance of the desired date. These arrangements should be completed and confirmed before any excavation work is started. Estimated costs will be adjusted to actual costs within thirty (30) days of installation at which time a refund to the

customer or payment to the Company will be due. The applicant directly or through his agent agrees to take water from the Company subject to the Rules and Regulations of said Company.

- b. The Company shall be responsible for tapping of the main and furnishing the corporation for which a reasonable charge may be made.
- c. The Company will furnish, install, own and maintain all new service connections from the main to the curb stop or property line. Service connections installed with main extension contracts shall be at the expense of the developer.
- d. It will be the customer's obligations to bear the costs of excavation, backfilling and replacement of paving, walks, curbs, etc., necessarily incurred with respect to new service. Also, it will be the customer's or his agent's (contractor) responsibility to obtain all necessary permits including but not limited to state and/or local road cut permits and complying with safety regulations including shoring and other trench safety requirements.
- e. All installation and maintenance costs from the curb stop to the meter shall be borne by the customer.
- f. The Company shall require advance payment for estimated costs of service. At a reasonable time after completion, the cost shall be adjusted to actual cost.
- g. The Company will install a meter in all new service installations. The cost of the meter will be borne by the Company.
- h. Replacements: The determination of the necessity to replace a service connection will in all cases be made by the Company. Such replacements will be furnished, installed, owned and maintained by the Company at its expense including the cost of excavation, backfill, removal and replacement of paving, walks, curbs, etc. At private developments the Company must own and hold utility easement for service connection to be replaced at Company expense. Repairs will be made as required in private developments and the company will bill the private developer for labor and materials.
- i. Change of Location: When a request is made for a change of location of service connection, the customer shall bear the full expense.
- j. Enlargements: When a request is made for an enlargement of an existing service connection, the customer shall bear the full expense.
- k. Size: The Company will determine the size of the service connection on the basis of estimated water use.
- l. Combined Services: Combined fire and domestic service lines are not allowed unless approved by the Company in writing.
- m. Service Line Inspections – All new service line installations are required to be inspected by the Company, this is to ensure that they adhere to the Company's and AWWA requirements for proper installation. A service line inspection fee will be assessed for each installation. Fees are approved and on file at the DPUC.

4. Customer Service Lines

- a. The customer shall furnish, install, own and maintain at his own expense the service line from the curb stop to the place of consumption in accordance with the requirements of Company. If more than one building is served at a premise each shall be provided with separate shut off and the Company shall be provided easement to access these shut offs if located on private property.
- b. A curb box meeting the specifications of the Company must be installed at each

curb stop.

- c. A single service may not supply more than a single premise. Division of premises presently served by a single service pipe will require installation of corresponding additional service pipes. Single connection to multiple tenant premises requires the owner to be customer. In existing situations where one service line serves more than one premises and the premises are owned by different customer, then separate lines will be required under any of the following circumstances:
- a. Change of ownership;
 - b. Delinquent bills for service and/or repairs;
 - c. Conversions to condominiums
- The installation of a separate service line will be at the customer's expense and must be installed prior to the resumption of service.

- d.
 - i. Full way valves (ball valves) must be provided inside the premises located immediately upstream and downstream of the meter. The Company reserves the right to specify the location of these valves, should the customer service line enter the property in a restricted crawl space or such other location as to prove to be inaccessible in an emergency.
 - ii. The ball valves and adjacent piping shall be maintained by the customer in such a manner as to allow changing of the meter without leakage into the customers dwelling. The customer assumes all liability for damage due to leaky valves which may occur subsequent to a meter changeout, adjustment or repair. If the customer fails to maintain the ball valves the Company may initiate termination procedures as Section 16-3-100 of State of Connecticut regulations prescribe.
 - iii. The customer shall own and maintain at his/her own expense a meter horn, meter setting, or meter pit for proper support of the meter, easy access for company installation and removal, and proper electrical continuity for grounding. The Company reserves the right to specify the location of the meter horn, meter setting, or meter pit. A meter horn, meter setting, or meter pit meeting the specifications of the Company must be installed on each new service. The meter horn, meter setting, or meter pit will be purchased by the customer from the Company at cost plus 15%. All rates are approved and on file at the DPUC.

5. Standard for Service Pipe

- a. Depth
Service pipe shall be installed at a minimum depth of 4-1/2 feet and maximum depth of 5-1/2 feet.
- b. Location
 - i. Service pipe shall run at right angles to the main in a straight line to the premises to be serviced. If a multiple premise building is positioned at a right angle to the existing distribution main, a new distribution line placed in an easement shall be necessary to permit right angle services to the premise. The pipe shall not cross property which it does not serve nor be

installed within 5 feet of a driveway or catch basin. The approval of the Company shall be secured as to the proper location for the service pipe. If the customer service line enters a cellar, the cellar must be excavated and the service line laid to the inside of the cellar before a service connection will be made. Services for buildings with no cellars shall have underground stop and waste valves between the curb shutoff and the building.

- ii. The customer is urged to obtain the Company's recommendation for the proper customer service line size which shall in no case be less than 3/4-inch in diameter. The Company reserves the right to specify such diameter and may withhold the installation of the service connection until its specifications have been met.

c. Materials

- i. Service pipe shall be of copper or other Company approved material.
- ii. Copper shall be: cold drawn or soft annealed, seamless copper type "K" which meets Hazardville Water Company Material Specifications for type K Copper; of standard weight and dimensions for copper service tube; able to withstand being flattened and then bent back on itself 180 degrees while cold, without cracking on the outside of the bent portion. No soldered joints will be allowed underground. All connections shall be compression fitting.
- iii. In some instances the use of plastic pipe may be approved by the Company. Such pipe will SDR-9 CTS (Copper Tube Size) polyethylene rated at 200-PSI working pressure and shall conform to AWWA C-901, ASTM-D-1248, ASTM-D-2737 and an NSF seal on the pipe. Non-metallic pipe must be paralleled with approved metallic tape for ease of locating. Plastic pipe must be approved in advance of service line installation by the Company in writing. No plastic pipe will be installed within 500 feet of underground fuel storage tanks.

d. Trenching

- i. Service pipe shall be laid in a dedicated trench without other underground utility facilities including oil or sewer pipes. Separation distances shall be according to the AWWA standards. In order to avoid possible damage, the customer or his agent performing the excavation for a new or renewed service shall arrange with the other agencies having sub-surface rights as to adequate notification and inspection.
- ii. The ditch underneath, around and over the pipe shall be backfilled with suitable material such as sand or other approved by the Company and thoroughly tamped to secure a firm support. To disclose any settlement of the backfill which may need correcting, newly filled ditches shall be reinspected at intervals.
- iii. The minimum depth of any service shall be four and one-half feet (4-1/2) the maximum depth of any service shall be five and one half feet (5-1/2). Any regrading of property must retain the minimum depth required.
- iv. The service line will be installed by a competent and licensed plumber or pipe layer who shall have a copy of license and certificate of insurance on

file with the company prior to any excavation.

6. Inspection

The customer service line must be left uncovered for inspection by a Company representative. The service connection to the Company main will not be made until such inspection has been performed and the service line approved. Final approval of the customer service line will be subject to a satisfactory hydrostatic test, which test will be made by the Company following installation of the service connection. No person, firm or corporation or entity other than a representative from Hazardville Water Company shall activate a service line under any circumstances unless approved in writing by the Company.

J. MAINTENANCE OF SERVICES

Maintenance, including thawing of frozen services, is the responsibility of the party owning the service. Where the service is frozen on both sides of the curb valve, the Company shall thaw out the frozen service and the Owner shall bear one-half of the cost. Such services shall be lowered to prevent future occurrence of freezing at the customer's expense. If the service is not lowered, the customer assumes full liability for subsequent freeze-ups. The Company cannot be responsible for thawing freeze-ups in plastic service pipes or in service pipes located entirely within a private development secured through one service connection.

K. LEAKS AND REPAIRS

If a leak develops in a customer service line, the customer shall repair it within 30 days of written notification by the Company. If the leak creates an unhealthy or unsafe condition or nuisance to neighboring properties as determined by the Company, the leak shall be repaired immediately. Failure to do so will initiate termination procedures. If such repair work is not completed within a reasonable period specified by the Company in writing to the customer, the Company may discontinue service in accordance with Section 16-3-100 of Connecticut regulations until the leak is repaired. The customer shall pay all costs incurred by the Company or Company's designated agent.

L. CUSTOMER'S PLUMBING

1. The plumbing in all premises served by the Company must conform to all applicable State and municipal plumbing regulations and code.
2. It will be the customer's obligation to install piping and valves for meter installations including an approved backflow preventer (if required) in accordance with Company specifications.
3. Hot water boilers should be provided with vacuum and relief valves with discharge to the outside of the cellar wall.
4. Any device required for the regulation of pressure, such as an expansion tank or pressure reducing valve, shall be furnished, installed, owned and maintained by the customer at his own expense.
5. Notice to Electricians and Consumers:
Grounding: Electrical boxes shall be grounded to driven copper rods and soil resistivity tests shall be done to assure adequate grounding. Electrical boxes may be grounded to

water pipes in addition to driven rods but not as a substitute for.

M. SANITARY REGULATIONS

1. No pipe or fixture connected with mains of the Company may be connected with pipes or fixtures supplied with water from any other auxiliary source. Auxiliary source, for purpose of this regulation means 1) A water supply which is not approved for potable use by the Department of Health Services such as pond, river, open storage tank or large swimming pool; 2) Potable water which has become unpotable such as by the addition of chemicals or from contamination while the water is being stored or held in reserve. Such cross connections are in violation of the Connecticut Department of Health Services regulations. Installation of cross connection control devices shall be approved by the company with respect to proper device installed and method of installation. Testing of backflow devices will be at the Company's discretion at the customer's expense at cost plus an administrative charge of \$7.00. The customer may test or hire private contractor to perform said testing provided such tester is a State of Connecticut licensed Backflow Preventer Tester and is approved by the Company as State regulations require. Filling of tanker trucks shall be accomplished using approved backflow prevention device(s).
2. No service pipe shall cross any portion of a seepage system or be installed less than 10 feet away from any portion of a sewage system.
3. No physical connection between piping carrying water from a public water supply and piping carrying water from any other source shall be permitted unless such other water supply is safe, sanitary quality and the interconnection is approved by the Department of Public Health.

N. FIRE SERVICE – PRIVATE

1. Installation/Maintenance
Fire hydrants and sprinkler systems shall be owned, installed and maintained at the owner's expense. The size, material and locations of piping, and plans and specifications for any tanks and pumps which may be required, shall be submitted to the Company for approval. The Company must inspect the installation before backfilling and may require an independent agent to perform pressure and flow tests for compliance with specifications. The Company may meter private fire lines at its discretion.
2. Detector Checks and R.P.Z. Devices
 - a. All new sprinkler systems and private fire service lines must have an R.P.Z. device on the service to such equipment and must be approved by the Company.
 - b. All fire service lines or R.P.Z.'s shall be tested by the Company at the customer's expense at intervals determined by the company. All testing shall be scheduled during the Company's normal business hours.
 - c. The R.P.Z. devices are owned and maintained by the customer.
3. Access
Company representative shall have access to pressure vacuum breakers and R.P.Z. devices at all times for purposes of testing and inspection.
4. Use
No person, firm, corporation or municipality shall take water from any private fire hydrant, hose plug, sprinkler system, or fire line unless approved in writing from Hazardville Water Company by hydrant meter use agreement or by construction charge

except for fire fighting.

Withdrawals for fire flow testing shall require written or verbal notification to the water company at least 48 hours in advance of such testing and shall be witnessed by a Company Representative. Unauthorized withdrawals shall be billed at construction rates on file with the Department of Public Utility Control.

5. The Company cannot be held responsible or liable for any losses due to damage from fire or water which may occur due to installation of a private fire service connection or any leakage or flow of water there from.
6. A single fire service may serve more than one premise provided written approval is granted by the Company.
7. No hydrant meter service will be provided by private hydrant unless written permission of the owner is secured and a hydrant meter agreement is executed.
8. Customers who will receive fire protection service from private fire services or hydrant(s) shall enter into an agreement with the Company to pay for these services and be billed at the private fire protection rate according to charges on file with the Department of Public Utility Control. Such charges shall be indicated as a separate charge on the customer's bill.
 - a. No Entry Into Building – Private fire line onto a customer's property that is used for fire protection, but does not have a fire sprinkler riser into a building.
 - 4 inch
 - 6 inch
 - 8 inch
 - 10 inch
 - b. Each Entry Into Building – Private fire service line onto a customer's property that is used for fire protection and has one or more fire sprinkler risers into a building (or buildings) when the building (or buildings) is sectioned into separate commercial space, with each space requiring fire protection.
 - 4 inch
 - 6 inch
 - 8 inch
 - 10 inch

O. FIRE SERVICE – PUBLIC

1. Charges - Hydrants
Each municipality shall pay an annual charge for fire protection as determined by the inch foot basis at a rate on file at the Department of Public Utility Control.
2. Operation of hydrants
No person, without written consent of the Company at least 48 hours (two business days) in advance of withdrawals, shall operate a hydrant, or any other fire protection fixtures connected to the Company water system, for any purposes other than the extinguishment of fire, excepting employees of the Company and members of the fire department and the fire department's authorized agent at suitable time for the purposes of practice of fire flow testing. Unauthorized use of a fire hydrant will result in a fine that is on file with the

Department of Public Utility Control.

3. Fire hydrants shall be owned, installed and maintained by the municipality in which the hydrant lies. The Company is not liable for malfunctions of hydrants due to negligence by the municipality.
4. Hydrant Meter Service shall require execution of a hydrant meter policy agreement by those parties requesting service.

P. INTERFERENCE WITH OPERATIONS

A customer interfering with or endangering the proper operation of the Company's system or its service to others, is liable for any resulting damage; and, if directed by the Company, shall without delay make such alterations to his plumbing system or water appliances as the Company shall require for the safe and proper operation of its service.

Q. SPECIAL REQUIREMENTS

A customer whose water needs cannot be met adequately or safely by the regular facilities of the Company may be required by the Company to install additional facilities at his own expense. This regulation is intended to apply, but not to be limited to the delivery of adequate pressure to multi-story buildings, to water-operated air-conditioning units, and to equipment requiring high rates of supply for intermittent periods.

R. COMPANY RESPONSIBILITIES

1. The Company undertakes to supply its customers with water that meets Department of Health Services and the Environmental Protection Agency's primary standards which determine potability and is therefore acceptable for delivery and use by our customers. The Company strives to maintain pressures between 35 PSI and 125 PSI for all demand scenarios. However, the Company does not undertake to render any special services, to maintain any fixed pressure or to deliver any fixed quantity of water except as provided by special contract with specific cost.
2. The Company is not liable for damage to person or property sustained as a result of any break, failure, or accident in or to its system or any part thereof, which is not due to the Company's negligence, or which being known to the customer was not reported in time to avoid such damage.
3. No agent or employee of the Company shall have authority to bind it by any promise, agreement, or representation not provided for in these rules and regulations.
4. From time to time the Company may temporarily discontinue water service to flush its mains or to make necessary repairs or adjustments. In these situations the company will make reasonable effort to notify the customer in advance of such interruption.
5. Should an INTERRUPTION OF SERVICE occur:
 - (1) The Hazardville Water Company shall give prompt notice to the DPUC by telephone during regular business hours of all interruptions of four hours or more. Such notice shall be confirmed in writing within five days.
 - (2) The Hazardville Water Company shall make all reasonable efforts to prevent interruptions of service and, when such interruptions occur shall endeavor to reestablish service with the shortest possible delay consistent with the safety of its customers and the general public. Where an emergency interruption affects fire protection service, the utility shall immediately notify the fire chief or other responsible local official.
 - (3) Whenever the Hazardville Water Company finds it necessary to schedule an interruption

to its service, it shall make all reasonable effort to notify all customers to be affected by the interruption, stating the time and anticipated duration of the interruption. Whenever possible, scheduled interruptions shall be at such hours as will provide least inconvenience to the customer.

(4) The Hazardville Water Company shall maintain records of interruptions for a period of at least two years.

CONTACTS

CT DPUC Ten Franklin Square
 New Britain, CT 06051
 Water Division 860-827-2600
 Voice # 860-827-1553
 Fax # 860-827-2613

Hazardville Fire Dept. 748-8344
 Enfield Fire Dept. 745-1878
 Thompsonville Fire Dept. 745-3365
 Shaker Pines Fire Dept. 749-8552
 Somers Fire Dept. 749-7626
 East Windsor Fire Dept. 623-5940

S. MISCELLANEOUS:

1. Customers who plan to install air conditioning or refrigeration equipment totaling over three (3) tons in capacity shall provide water conserving equipment as approved by Company unless this water is reused for other processes.