

# **RULES AND REGULATIONS**



**As Approved by PURA July 28, 2021**

***For Customer Service Call***

**1-800-286-5700**



## **Rules and Regulations of Connecticut Water**

Dear Customer:

Connecticut Water is dedicated to the communities it serves. We know how important it is to provide our customers with high-quality drinking water and reliable service.

Water touches everything we care about. It's essential to sustain life, our economy and our communities. Our families require clean, safe drinking water for their health. Our communities need it for public safety, fire protection, recreation and economic development. Providing high quality water and world-class service to families and communities while being good stewards of the environment requires us to have uniform practices.

The following Rules and Regulations, which cover our Company's policies and procedures, have been approved by the Public Utility Regulatory Authority (PURA). We urge you to read them and keep them for reference.

This booklet focuses on frequently asked questions. It is impossible to anticipate every situation that may arise, so if you have questions that require further explanation, please write or call our Customer Service Center at 1-800-286-5700.

These policies and procedures help us provide you with quality water and service while ensuring fair and equitable treatment for all of our customers. We appreciate your cooperation and compliance with these provisions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Maureen Westbrook".

Maureen Westbrook  
President and CEO

**RULES AND REGULATIONS  
OF  
THE CONNECTICUT WATER COMPANY**

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## **ABOUT YOUR WATER SERVICE**

The Connecticut Water Company is your water utility serving residential, commercial, industrial and municipal customers throughout the state. More than one quarter million people rely on us every day for their drinking water and to provide for public health and safety needs.

We at Connecticut Water are eager to serve you and are committed to providing you with a reliable supply of quality water. We value your business and want you to know that your complete satisfaction is our first concern. Meeting this objective calls for a special service commitment on our part, one which is provided through the efforts of a caring, well trained staff, dedicated to meeting the needs of our customers. At Connecticut Water we are proud of the high quality water and customer service we provide.

Please call our Customer Service Center Monday through Friday, 8:00 A.M. to 4:30 P.M., except holidays, at 1-800-286-5700 if you need assistance for a routine matter such as:

- Account information
- To schedule a service appointment
- A billing question
- A special payment arrangement
- A pending property sale

If you ever need emergency service, call our Customer Service Center anytime, 24 hours a day, at 1-800-286-5700.

Rate schedules and other customer information is available upon request by calling our contact center or on our website. The Company maintains service connection records, including service or curb box locations. This information is available to customers upon request.

The Company assists customers whenever possible to locate or mark out existing underground pipes. The Company has equipment available that can locate a leak, thus reducing the cost of repairs, in the event of a leak in a customer's service pipe. The Company will, upon request, send a service person to turn off a curb stop if the customer's main valve is not holding, so that necessary repairs can be made.

If a customer is planning excavation on their property, they need to utilize Connecticut's one-call system, Call Before You Dig, Inc., at 1-800-922-4455 to ensure the identification and proper marking of underground utilities are done prior to the excavation.

We hope these Rules and Regulations will clarify any questions you may have about your water service. If you have further questions or suggestions for improved service, call us at 1-800-286-5700. We will be glad to hear from you.

## **RULES AND REGULATIONS**

(Subject to change without notice)

### **I. CONTRACT**

These Rules and Regulations and all subsequent changes hereto constitute a part of the contract with every customer supplied by Connecticut Water and its operating divisions, and every customer shall be considered to have expressed consent to be bound hereby. These Rules and Regulations are subject to change without notice upon approval of the Public Utility Regulatory Authority.

The Company's regulations regarding water main extensions, as approved by the Public Utility Regulatory Authority are available as a separate document.

### **II. DEFINITIONS**

**Auxiliary Sources:** A water supply which is not approved for potable use such as a pond, river, open storage tank, or large swimming pool; or potable water which has become nonpotable, such as by the addition of chemicals or from contamination while the water is being stored or held in reserve; or a private well unless safe sanitary quality and the interconnection is approved.

**Common Enclosure:** Property under common ownership which is bounded by the property lines, public streets or highways.

**Company:** The Connecticut Water Company and/or any of its operating subsidiaries including Connecticut Water, Crystal Water and Unionville Water.

**Cross Connection Control Device:** A Department of Public Health approved device for preventing backflow, also known as back pressure or back siphonage device. These devices are required to be installed and tested, in accordance with the requirements of the Public Health Code, at the customer's expense.

**Curb Box/Gate Box:** Cylindrical iron box with a cover that provides access to curb valve.

**Curb Stop/Gate Valve:** A shut off valve on water service connection generally located at the curb or property line (also referred to as a curb valve or gate valve).

**Customer:** Any person, firm, corporation, company, association, governmental unit, lessee who, by the terms of a written lease or agreement, is responsible for the water bill, or owner of property furnished water service by the Company.

**Delinquent Account:** A water service bill rendered on a monthly basis which has remained unpaid for a period of more than 30 days after the date of mailing of a bill, or a water service bill rendered on a quarterly basis or for a seasonal account which has remained unpaid for a period of more than 60 days after the date of mailing,

**Family:** Individuals living as a single housekeeping unit.

**Fire Service Line:** A service pipe used exclusively for fire protection purposes.

**Main:** 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 water service pipe.

**Meter:** A device for measuring the quantity of water, used as a basis for determining charges for water service to a customer. A meter is owned by the Company.

**Meter Vault or Meter Pit:** An outdoor pit or vault used to house a water meter shall be used for all new service installations or service renewals. Meter pits and vaults, including their covers, shall be owned and maintained by the property owner, and must be constructed in accordance with Company specifications. The Company reserves the right to require meter pits in other locations it deems necessary.

**Meter Yoke:** Piping and valve arrangement approved by the Company used for installing a Company meter. The meter yoke is owned and maintained by the customer.

**Non Essential Water Use:** Categories of water use, other than essential water use that may be reduced during droughts and water emergencies.

**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 corporation or 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 tenant occupancy under current or projected future use, or
- f.) A public building, or
- g.) A single plot used as a park, recreational area, or for other purposes.

**PURA:** Public Utility Regulatory Authority

**Reasonable Amortization Agreement:** A mutually agreed upon promise of a customer to pay an account balance over a reasonable period of time.

**Receipt or Received:** Three days after the date of mailing, or, if a bill notice or other document is delivered rather than mailed, the date of delivery, unless another date can be shown.

**Remote Reading Receptacle:** A device installed on the outside of a structure or in an easily accessible location that allows access for meter reading with electronic meter reading equipment.

**Seasonal:** Water service provided from no earlier than April 1 to no later than November 30 of the same year (dates may vary for individual seasonal systems).

**Service Connection:** The service pipe, including corporation stop (tap), from the main to and including the curb stop adjacent to the street line or the customer's property line, and such other valves and fittings as the Company may require between the main and curb stop, which are owned and maintained by the Company.

**Stop and Waste:** Customer owned valve installed on the property to drain the service pipe and prevent it from freezing.

**Tap:** The fittings installed at the main to which the service pipe is connected.

**Termination:** The voluntary or involuntary discontinuance of water service to an individual customer.

### III. GENERAL RULES

Water service and use, and any special charges are charged in accordance with the PURA approved rate schedules. All metered water, whether used or lost, shall be paid for by the customer.

- a.) The piping and plumbing on all premises supplied from the Company's water system shall conform to the State of Connecticut Public Health Regulations and PURA Regulations of Connecticut State Agencies and Building Code and Sanitary Codes, if any, of the town in which the premises are located.
- b.) No customer shall supply water to other persons or permit any connection to be made on his/her premises for supply to other premises, without approval of the Company for "temporary service".
- c.) No Customer shall connect any sump pump, yard drain, gutter, storm drain or similar system to the Company's sewer system.
- d.) No pipe or fixture connected with the mains of the Company may be connected with pipes or fixtures supplied with water from any other auxiliary source.

Such cross connections are in violation of the Connecticut Department of Public Health regulations. The customer shall be responsible for the installation of cross connection control devices. Such installation shall be approved and inspected by Company personnel and must be in conformance with the applicable provisions of the Public Health Code. All devices shall be easily accessible for inspection and testing. The customer shall be responsible to have any devices tested that are so required by the public health code and shall provide a written copy of the test results to the company for annual reporting to the Department of Public Health. Any customer who fails to provide the test results to the Company may be charged a Cross Connection Second Notice Fee, as approved in the company miscellaneous charges.

- e.) Authorized employees of the Company shall have reasonable access to customers' premises for the purpose of reading, testing, repairing, installing or replacing meters and meter appurtenances; inspecting plumbing connections, fixtures or pipes, or discontinuing service. Services rendered after hours or on weekends or holidays are subject to special charges.
- f.) Customers are responsible for keeping their service pipe, house pipes and fixtures in good order and protected from freezing. Failure to do so may result in interruption of service and costly repairs, for which the Company is not liable.
- g.) Whenever possible, work requiring the interruption of service will be scheduled to provide the least inconvenience to the customer. The Company will make a reasonable effort to give notice in advance of work requiring the interruption of service. To safeguard against possible damage due to interruption of service,



customers are advised to regulate their installations connected with the water supply system, (i.e. check valves on water heaters) so that damage will not occur if water is shut off without notice.

- h.) Whenever the public interest so requires, the Company reserves the right to curtail or suspend entirely the use of water for non-essential purposes. Such limitation of use shall be without liability on the part of the Company.
- i.) Filling of tank trucks for any purpose shall only be done at company designated locations with approved backflow prevention under the direction of company personnel.
- j.) Customers who plan to install air conditioning or refrigeration equipment totaling over three tons in capacity shall provide water conserving equipment.

k.) WATER PRESSURE

- a.) The Company will provide an adequate supply of potable water at adequate pressure throughout its system, but does not assume responsibility or liability, direct, indirect or consequential, for any damage from failure to do so.
- b.) In areas where pressure is low, the Company may recommend and/or require that customers install, operate and maintain a booster pump and tank of a combined capacity approved by the Company. In such cases, customers will enter into a written agreement with the Company in which they hold the Company blameless for possible damages and inconvenience resulting from the low pressure.
- c.) In areas where pressure is high, the Company may recommend and/or require that customers install and maintain pressure-reducing valves (PRV). In such cases, the Company shall not be responsible for any possible damages or inconvenience resulting from the high pressure or failure of the PRV.
- d.) If there is not sufficient pressure or flow in a particular system of the Company to permit a customer to qualify for preferred risk insurance, the expense for any improvement in the system for this specific purpose shall be borne by the customer.
- e.) 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 their flow rates or install equipment to minimize such variations to an acceptable level at the customers' expense

#### **IV. APPLICATIONS AND TRANSFERS**

- a.) Applications for the installation of new water service shall be made on forms provided by the Company and signed by the applicant, or a duly authorized representative, for service of the premises to be supplied. Service connection fees are payable in advance. The Company may require appropriate identification such as a Social Security number, a driver's license, or a state issued identification card.
- b.) The Company will not accept an application for any service from a customer having a delinquent water account or other unpaid bills, until the account has been paid in full.
- c.) Transfers may be authorized in writing or by verbal request through the Company's Customer Service Department.
- d.) Customers shall notify the Company when the Premises are to be vacated so that the water may be turned off, the meters read and/or removed, or the account is transferred. If the Premises are to be permanently abandoned, owners shall notify the Company in writing immediately so the service connection can be permanently terminated. Termination will be made at the property owner's expense.
- e.) Water for construction purposes shall be applied for on forms provided by the Company. All such water used must be metered, and charged in accordance with PURA approved rate schedule.
- f.) 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.
- g.) Applicants desiring to connect to a main already under contract that are eligible for reimbursement in accordance with PURA regulations may be required to pay the Company an amount which, in its judgment, represents their equitable share of the original costs of the main.
- h.) Applicants installing service connections to a main already under contract, that are eligible for reimbursement in accordance with PURA regulations may be required to pay the Company an equitable share of the original cost of a pump station, storage tank or other facility.
- i.) Payments to the Company as share of original costs for a main extension will be refunded to the original depositors.

## V. SERVICES - (See Appendices A-D for typical service installation diagrams)

- a.) A single service may not supply more than a single premise. If a premises presently served by a single pipe is divided and no longer under the ownership of a single owner, it shall require installation of corresponding additional service pipes.
- b.) When an applicant applies for service, except in conjunction with new main extensions, the Company will furnish, install, own and maintain such new service connections and will bear the cost of the service pipe from the main to the curb stop. The Company shall install and own the corporation and the curb stop and the applicant will be charged for furnishing and installing the curb box. The applicant will bear the costs of excavation, backfill removal and replacement of paving, walks, curbs, etc., necessarily incurred with respect to new services, and will be responsible for obtaining necessary permits and complying with safety requirements including shoring and all other trenching safety requirements. Applicants shall be responsible for the installation of the service from the curb stop to the point of use at their own expense. Services installed in conjunction with new main extensions shall be paid for by the customer or applicant based on the Company's approved service connection fees, during the life of the main extension contract.
- c.) All services, new or renewed, for year round use shall typically be laid at a invert depth of five feet below ground surface. Customer is responsible for service line from the curb stop to the house.
- d.) All services, except those for private fire protection, shall be metered. The Company may meter private fire lines if it so desires.
- e.) All new and renewed service connections with meters up to 1" in diameter are required to have installed, at the customer's expense, a meter pit or vault which meets Company standards. The meter may be located inside a building when, in the opinion of the Company, no suitable place for the pit setting is available.
- f.) All new and renewed services shall be sized and constructed to comply with the Company's current design criteria and shall be a minimum of 1" in diameter. Service pipes 1" to 2" shall normally be Type K Copper with compression joints, Soldered joints are not permitted underground. Service pipes 4" and greater shall be Class 52 cement- lined ductile iron.

In some instances the Company may approve the use of plastic pipe. Service piping of any material except Type K Copper shall conform to the specifications and installation standards of The Connecticut Water Company. Such pipe shall be PE 4710 polyethylene, rated from 200 psi working pressure, meeting AWWA C901-2, with NSF seal appearing on the pipe. Stainless Steel inserts to be provided at compression connections. Nonmetallic pipe must be paralleled by 12 AWG stranded copper with an HMW-PE jacket tracer wire for ease of locating. Said wire must have a secure connection to the curb valve outside and run free

from breaks into the structure where it must be securely connected to the meter yoke. Its use must have advance approval of the Company, be acceptable under the requirements of the town building codes, and be inspected prior to burying the service line.

The Company will not allow any plastic service within 500 feet of any commercial or industrial zoned area or any area with underground fuel tanks unless an Environmental Site Assessment demonstrating that the ground is free from contamination is provided and approved by the Company.

- g.) Installation of new or renewed services is not allowed in easements or right of ways, without prior PURA approval.
- h.) All services shall be provided with a curb/gate valve and curb/gate box at the curb or at a convenient point prescribed by the Company between the curb and property line.
  - i.) Seasonal service lines with a vertical rise shall be equipped with a stop and waste valve with an operating rod and valve box outside the building between the Company's curb valve and the building, regardless of meter location.
  - ii.) Where more than one building on the premises is supplied by a single service, the branch line to each building shall have an underground shutoff valve box and operating rod outside the building.
- i.) When replacement of a service connection is made at a customer's request for change in location or size of the service, the customer shall bear the full expense of relocation or enlargement. Maintenance of water piping installed within a private development and supplied from one service connection to the Company's main, shall be the responsibility of the private development, unless the water piping is owned by the Company with suitable easement rights by previous negotiation. Repairs may be made and billed for by the Company by pre-arrangement with the owners.
- j.) The customer, at their own expense, shall furnish, install, own and maintain the service pipe from the curb stop to the interior of the building and shall assume ownership of a Company approved curb box, keeping service pipe and box in good repair and keeping the curb box readily accessible. If the curb box is not accessible for Company use, the Company has the right to make it accessible and/or operable and bill any cost to the customer. Installation of this section of the service line should be performed by a licensed plumber or in accordance with those provisions defined in Section 20-340 of the Connecticut General Statutes.
- k.) The customer shall inform the Company prior to backfill in order that the Company may make an inspection and test to assure that the service pipe and installation complies with Company requirements. Testing is to include pressurizing the service pipe and a visual inspection of all joints for leakage. After inspection and

approval of the trench, the depth of invert of the service may not be reduced to less than 5'-0", nor may any connection be made to the service pipe between the street shutoff and the meter. If the customer does not schedule the inspection prior to backfill, the Company may require that the pipe be re-excavated at the customer's expense to allow the Company to perform the necessary inspection. No service pipe shall be turned on without prior approval by the Company.

- l.) The customer shall assume the responsibility and expense of maintenance of customer's portion of the service pipe. Such service pipe shall be protected from freezing. Thawing of metallic service pipe, when required, may be done by the Company and the customer charged a special fee in accordance with the PURA approved rates and charges. Such services shall be lowered at the customer's expense to prevent repetition of freezing.
- m.) The customer is responsible for repairing all leaks and for other repairs, renovations and maintenance to all customer owned pipe, fixtures and equipment. If a leak develops in a customer service line or a customer owned service connection, the customer shall repair it without delay. When there is a leak in any service pipe from the curb box to the customer's premises and the owner cannot be readily found or shall refuse to make immediate repairs, the Company shall have the right, but not the duty, to make the necessary repairs and charge the customer for the same. If such repair work is not completed within a reasonable period specified by the Company (by telephone, in person or in writing to the customer), the Company may discontinue service until the leak is repaired, or repair the leak itself.
- n.) The service pipe shall extend through that point on the customer's property line or the street line easiest of access to the utility from its existing distribution system and perpendicular from the connection at the main to the point of use. For multiple premises a new water extension placed in an easement shall be necessary to permit a perpendicular connection from the main to the point(s) of usage. New or reconstructed service pipes shall not cross intervening properties. The approval of the Company shall be secured as to the proper location for the service pipe.
- o.) Water service may not be laid in the same trench with other underground utility facilities. Separation distances of at least ten feet (measured horizontally) shall be maintained between any existing or proposed sanitary sewer piping, sewer manholes, septic tanks or any portion of a subsurface sewage disposal system.
- p.) No service pipe shall cross any portion of a septic system or be installed less than 10 feet from any portion of a septic system.
- q.) All underground lawn sprinkling systems shall be equipped with proper backflow prevention devices. Plans for such a system shall be approved by the Company before the installation is made, and the Company's final on-site inspection and approval is required before backfilling.

- r.) If an existing multiple family house is being served by a single service and meter, and a part of the house changes ownership, the new owner shall be required to install a separate service and meter.
- s.) Restoration of an abandoned service will be considered a new service installation.
- t.) When a water supply well will be maintained on a property served by the public water supply, the service line connected to the public water supply requires a Reduced Pressure Principle Backflow Preventer ("RPD"). The Applicant further agrees to conform to all other requirements described in Sec. 19a-209a of the Connecticut General Statutes ("CGS"), and Sec. 19-13-b38a of the Public Health code.

When the water supply well will no longer be used, it must be abandoned in accordance with the Connecticut Well Drilling Code adopted pursuant to Sec. 25-128 of the Regulations of Connecticut State Agencies. The Applicant will provide to the Company, the abandonment report provided by a Connecticut registered well driller, and must allow the Company to inspect the abandonment. The abandonment must be completed within a period of 4 weeks following the activation of the new water service. In the event the Applicant does not meet the conditions defined herein, the Company reserves the right to turn-off the water service(s) until the condition is corrected. If at any time, in the opinion of the Company or any reasonable water operator, a condition exists that may compromise the public water supply, the Company reserves the right to immediately turn-off the water service(s).

#### u.) SEASONAL CUSTOMERS

- i) Customers who wish to convert from seasonal to year round service shall obtain prior written approval from the appropriate town officials and make the installation in conformance with Company specifications. The customer shall be responsible for lowering service to a minimum invert depth of five feet below ground level.
- ii) Seasonal services of less than five feet in depth shall be pitched toward the customer's stop and waste valve which shall be located between the house and curb shutoff, and depending on soil conditions, the Company may require that it have a permanently installed extension operating rod. Such services shall be drained when not in use. The Company will not be responsible for damages done to services which have not been properly drained. Services for building without cellars shall have underground stop and waste valves between building and curb shutoff.
- iii) Customers who wish to convert from seasonal to year round or vice versa may make the conversion only once.

## v.) FIRE SERVICES

- i) The installation of combined fire and domestic services will not be permitted without special approval of the Company. Prior to installation of fire sprinklers on any domestic service less than 2", the Company shall be notified in accordance with Section 19a-37a-1 of the Connecticut Public Health Code. Such sprinklers may only be installed on piping that is metered. No meter bypasses are permitted for such installations. It is the customer's responsibility to have the system designed and installed in accordance with all applicable state and local regulations. The Company makes no claim of reliability or adequacy of such system for fire protection. Such installation will not prevent the Company from pursuing normal termination procedures.
- ii) If a fire pump is desired at a customer's location, the pump curve data must be provided to the Company for review and approval prior to installation to determine if the location is suitable for a pump.

## VI. METERS and METER EQUIPMENT

- a.) The Company shall determine the type, size and installation of the meter to be installed. All premises must be separately metered.
- b.) The customer will provide, at their expense, an accessible and protected location for the meter and any meter reading equipment, which location shall be subject to the approval of the Company at the time of service pipe installation.

The Company will require that the meter be set near the street shutoff with a suitable valve in a pit at least five feet deep, with a cover. Pit and cover shall be approved by the Company. Meter pits or vaults, including the meter vault cover, become the property of the customer upon installation, and the customer is responsible for the maintenance and repair of the vaults as needed. Meter pits or vaults should be kept accessible and free of debris, which will help prevent the meter from freezing or being otherwise damaged.

The meter may be located inside a building when, in the opinion of the Company, no suitable place for the pit setting is available. A setting within a building shall be located just inside the cellar wall at a point which will control the entire supply, exclusive of fire lines, to the premises.

All services that exceed 150 feet in length will require a meter pit.

- c.) Meters will be owned, installed, tested and removed by the Company. Damage due to freezing, hot water, faulty connections, or customer's negligence shall be paid for by the customer.
- d.) The customer is requested to notify the Company promptly of any defect in or damage to the meter or its connections.
- e.) The Company may, at its discretion, install remote meter reading devices on its customers' meters. The location of such remote meter reading devices shall be determined by the Company, with any outside meter reading touch pad located a minimum of 36" from the ground and in a location that is safe and accessible for the meter reader. Customer requests for these installations will be reviewed on the basis of necessity.
- f.) The Company will not install a meter until all the requirements for a new service installation have been met as specified in the Application for Water Service Connection, including but not limited to a trench inspection, cross connection inspection, pressure and water quality testing and the installation of a company approved meter setting.
- g.) In order to assure accuracy, the Company may at any time remove a meter for tests, repairs or replacement. At a minimum, meters will be tested periodically in



accordance with PURA regulations. Customers shall allow the Company access to their property for such periodic meter tests.

- h.) Upon written request of a customer, the Company will test without charge to the customer, the accuracy of a meter in use at his premises provided the meter has not been tested by the Company or PURA within one year prior to such request.
- i.) Upon a request by a customer or an order by PURA, the Company shall notify the customer in writing within one week of the request that he/she, or his/her authorized representative, has the right to be present during the test. If the customer wishes to be present for the meter test, he shall notify the Company within 10 (ten) days of the written notification to arrange to be present for the test. The Company shall schedule a convenient time for all parties at its meter testing facility as soon as possible. A written report of the results of the test shall be furnished to the customer. The customer shall agree to abide by the results of such test as the basis for any adjustment of disputed charges. If the customer prefers, PURA can witness a test of the meter at a location other than the Company's own testing facility. The customer is responsible for all PURA fees associated with witnessing a test.
- j.) Sub metering shall be permitted only with the approval of the Company and PURA
- k.) If a service cannot be shut down for periodic testing and removal of the meter, a second meter will be required.
- l.) No person, other than a Company employee, shall break seals or disconnect meters unless specifically authorized in writing by the Company to do so. If any person takes such action without authorization from the Company, that person will be liable for any damages which may result therefrom, and shall be billed on the basis of water used in a similar period.
- m.) The Customer is responsible for maintaining piping on either side of the meter in good condition and valved on both sides of the meter so that the meter may be removed or replaced conveniently and without damaging such piping. If a problem should develop subsequent to meter removal or replacement due to poor condition or the piping or hand valve, the customer shall be responsible for any necessary repairs and damage.

- n.) Seasonal meters will be removed by the Company at the time service is shut off, tested, stored and replaced in the spring. Some seasonal meters are equipped with drain cocks and can be drained for the winter by the customer or its agent without removal. Seasonal activations and deactivations are done on a schedule determined by the Company. Customers are notified in advance of the seasonal schedules. Customer requests to activate or deactivate their account on alternate dates shall be made to the Company with at least three (3) days' notice. Only Company personnel are authorized to operate the curb valve.
  
- o.) Seasonal customers whose properties have a meter pit or petcock and stop and waste valve are advised at the end of season to operate their stop and waste and petcock or have a plumber do so to prevent freezing of the service lines. The Company is not responsible for frozen service lines or property damage due to incorrect operation or functionality of the stop and waste valve.
  
- p.) Customers who satisfy all the requirements of the Company and their town officials for converting from seasonal to year round service will become metered customers subject to the Company's effective metered rates.
  
- q.) Swimming pools or other facilities, which might require considerable quantities of water, may be required to be separately metered and to have separate services. Customers are not permitted to fill pools with water directly from hydrants. The Company will pursue appropriate enforcement action and/or charge violators with approved fines by PURA.
  
- r.) Premises currently on flat rate billing are encouraged to convert to metered service. In certain situations a customer maybe be required to change to metered service on written notice from the Company.
  
- s.) The Company can assume no responsibility for the clogging of interior house plumbing or flooding which may occur during or after interruption of service or repairs to services, meters or mains.

## VII. BILLING AND COLLECTION

Separate premises shall be separately billed.

- a.) Customer billing, including fire protection charges, is monthly or quarterly with the frequency for an account determined by the Company based on the days of service, classification and consumption.
- b.) When a meter reading is not available, an estimated bill will be rendered.
- c.) Bills are payable when rendered. Failure of the customer to receive the bill or notice does not relieve him/her from the obligation of payment or from the consequences of its non-payment.
- d.) The property owner is generally the customer of record and is responsible for payment of water bills. However, if the property is rented or leased, the tenant may be the customer if a written lease or Billing Authorization Form specifies that the tenant is responsible for the water bill. The Company's usual procedures for applying for water service should be followed in either case.
  - i.) When the tenant notifies the Company that they are no longer responsible for the water service, the responsibilities will revert back to the property owner. The Owner will be responsible to notify the Company if the service is no longer required and the service will be terminated.
  - ii.) When a multi-unit property is served by a single service and meters are not accessible through a common area, responsibility for the water service may not be transferred to the tenant for billing even if a copy of a lease or billing authorization form is provided, the responsibility will remain with the property owner.
- e.) The Customer shall be liable for all charges for water service until such service has been disconnected by the Company pursuant to instruction from the customer or until the Company receives a notice of change in ownership or change in lease. If the Company does not receive notice of change of ownership/lease services will be terminated.
- f.) Meters still in place will continue to be billed for a minimum meter charge unless customer requests water be turned off and meter removed. If the customer requests the water be turned off and the meter removed before the end of the billing period, the meter charge will be prorated to reflect the actual number of days in service during the billing period.

- g.) The basic service charge for seasonal accounts are spread out and distributed over the three billing cycles. One-third is to be charged on the statement at the start of the season. One-third mid-season and the final third at the end of the season. In addition to basic service charges the statements will include commodity charges.
- h.) Where a premise is supplied by two or more meters connected to a single service, the minimum charge for each meter shall be applied and the registrations combined in the computation of consumption charges. Where a premise is supplied through more than one service, the minimum charge shall be applied to each meter and the registrations shall not be combined. Combined billing will not be allowed except where approved by PURA.
- i.) Guarantee contracts are billed semi-annually in advance with semi-annual adjustment for actual revenue received.
- j.) The Company may require from any Customer or prospective Customer a deposit to guarantee payment of bills. Such deposit may be retained until the customer has established reliable creditworthiness as determined by the Company, for example, making full payments of their water bills when due for at least twelve consecutive months.

Interest on security deposits shall be paid at a rate prescribed in section 16-262j of the general statutes on an annual basis, and the deposit shall be returned with interest upon demonstration of reliable creditworthiness or when such account is closed. Any deposit shall cease to draw interest on the date it is returned, on the date service is terminated, or on the date notice is sent to the Customer's last-known address that the deposit is no longer required. Upon final discontinuance of service the Company may apply any deposit of a Customer, including the accrued interest thereon, to any account due from the Customer for water and/or sewer service. Any balance due to such a Customer shall be promptly refunded.

i.) In accordance with *Connecticut Agencies Regulation Sec. 16-11-68* Customer deposits - The requirement for a security deposit will be waived for a residential customer who lacks the ability to pay as defined by: a person receiving local, state or federal public assistance; or a person whose sole financial support is derived from social security, veterans' administration or unemployment compensation benefits; or a person whose income falls below 125% of the poverty level; or a person and/or dependents whose circumstances threaten a deprivation of the necessities of life with payment of the deposit.

- k.) Water for construction purposes, or for tank trucks, will be metered in accordance with the Company's approved rates and charges.
- l.) Customer who fails to make payments or payment arrangements on an account where the outstanding arrearage exceeds \$1,000 or 180 days will be notified in writing of the company's intent to place a lien on the property for the amount in arrears. The entire cost to prepare and file the lien as well as cost to release the lien will be borne by the customer and applied to their account as a special charge. All fees related to the lien placement will be subject to the same remedies for collection as other charges on the customer's account.
- m.) Miscellaneous sales are billed as the service is rendered.
- n.) A "Late Payment Charge" of 1.5% per month will be applied to all outstanding monthly bills which are more than 30 days late. A "Late Payment Charge" of 1.5% per month will be applied to all outstanding quarterly bills, which are more than 60 days late.
- o.) Bills that are incorrect due to meter or billing errors will be adjusted based upon Section 16-11-71 of the Regulations of Connecticut State Agencies. 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 determined as follows:
  - iii) If the time at which the error first developed can be definitely determined, the amount of overcharge shall be based thereon.
  - iv) If the time at which the error first developed cannot be definitely determined, it shall 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 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 they received service through the meter.
  - v) Whenever a meter in service is found not to register or a meter reading is not available, the Company may render an estimated bill. The Company will estimate the charge for the water used by averaging the amount registered over a similar period preceding or subsequent to the period of non-registration or for corresponding periods in previous years, adjusting for any changes in the customer's usage.
  - vi) Billing adjustments due to fast meters will be calculated on the basis that the meter should be 100% accurate. For the purpose of billing adjustment, the meter error shall be one-half of the algebraic sum of the error at a maximum test flow plus the error at intermediate test flow.

- vii) When a customer has been overcharged as a result of incorrect reading of the meter, incorrect calculation of the bill, incorrect connection of the meter, or other similar reasons, the amount of the overcharge will be refunded or credited to the customer.
  
- viii) When a customer has been undercharged as a result of incorrect reading of the meter, incorrect calculation of the bill, incorrect connection of the meter, or other similar reasons, the Company may bill or otherwise hold the customer financially liable for no more than one year after the customer receives such service per State Statute 16-259(a).

## VIII. DENIAL OR TERMINATION OF SERVICE

- a.) Refusal or discontinuation of service by a water company is restricted by certain provisions of Connecticut General Statutes and of the regulations of PURA. Copies of the applicable statutes and regulations are available online.
- b.) Notices regarding termination of service shall:
  - ix) Be sent via first class mail at least 15 days before the termination.
  - x) Contain the grounds for termination.
  - xi) Contain explanation of customers' rights.
- c.) New service may be denied or termination proceedings may be started by the Company for any of the following reasons and carried out subject to the aforementioned restrictions.
- d.) Service may be terminated without notice, again subject to certain restrictions, for:
  - i) A condition determined by the Company to be hazardous.
  - ii) In the event of illegal or unauthorized provision of service.
- e.) Service may be terminated with notice, for:
  - i) Non-payment of a delinquent account, provided the Company notified the customer and is in compliance with all of the procedures prescribed in Section 16-3-100 (c) through (h) of the Regulations of Connecticut State Agencies.
  - ii) 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 for such a customer to simultaneously keep their account for utility service current as charges accrue in each subsequent billing period. Except where the customer has made a payment or payments amounting to 20% of the balance due, in which case the Company shall not terminate service until further notice of the conditions the customer must meet to avoid termination are sent to the customer. Such notice shall not entitle the customer to further review as provided by Subsection VII e-1 of these regulations or to additional notice upon subsequent payment of 20% of the balance due.

- iii) Violation of or non-compliance with the Company's Rules and Regulations.
- iv) When the Company has discovered that a customer has obtained unauthorized water service by fraudulent means or material misrepresentation or has diverted the water service for unauthorized use or has obtained water service without same being properly registered upon the Company's meter.
- v) Tampering with the equipment furnished and owned by the Company.
- vi) Failure of the customer to permit the Company reasonable access to its equipment during normal working hours.
- vii) Failure of the customer to make necessary service line repairs after reasonable notice to avoid the wasting of water.
- viii) Failure of the customer to furnish such service, equipment, permits, certificates or rights 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.
- ix) Failure of non-residential customer to fulfill their contractual obligations for service or facilities subject to regulation by PURA.
- x) Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- xi) Failure or refusal of the customer to reimburse the utility for repairs to or loss of utility property on the customer's property when such repairs are necessitated or loss is occasioned by the intentional or negligent acts of the customer or their agents.
- xii) Failure to comply with the Public Health Code of the State of Connecticut pertaining to cross connection control requirements at the premises.
- xiii) When the Company has determined that the furnishing of water service would be contrary to any orders, ordinances or laws of the federal or state government or any political subdivision thereof.
- xiv) Failure of the customer to provide identification within 15 days of opening an account.



f.) Termination proceedings may be started by the Company for 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 the customer pay the delinquent account. A termination notice to a customer whose account is delinquent will be mailed no earlier than 60 days after mailing the original quarterly bill or 30 days after mailing the original monthly bill. Actual termination of the service will not occur earlier than 13 days after mailing the termination notice.

g.) The Company will not terminate service to a customer if:

- i) The customer has filed an unresolved complaint or dispute with the Company and/or PURA. Such complaints must be made to the Company within seven days of receipt of a termination notice. Such complaint shall be reviewed by the Company as prescribed by Section 16-3-100 (g) of the Regulations of Connecticut State Agencies;
- ii) There is known to be serious illness in the home of a residential customer. The Company must be notified by a doctor within 13 days of a customer's receipt of a termination notice, and such notice must be confirmed by letter within a week after the verbal notification. The notice must be renewed every 15 days or the last day of the period specified by the physician as to the length of the illness. The customer is required to make a reasonable arrangement with the Company to pay the delinquent part of his/her bill, and to pay all future bills on a current basis while the illness continues;
- iii) The customer of record is a landlord or agent for an individually metered occupied residential rental property, and the delinquent bill is for water service to that property. If practicable, arrangements may be made with the tenant for payment of bills for future service, and appropriate legal action may be taken against the customer for the delinquent and current amounts. However, if reasonable arrangements have been made with the tenant and the tenant refused to cooperate, the Company may terminate service to the tenant upon proper notice;
- iv) The customer of record is a landlord or agent for an occupied residential rental property, and for water service to that property where the meter services multiple units/tenants. In the event such account is delinquent bill, the Company may pursue payment through the rent receivership process or other appropriate collection methods.
- v) The day immediately prior to a weekend or holiday except under conditions as set forth in sub-paragraph (d)(i) of this section where there is determined to be a condition that is hazardous.

## **IX. PRIVATE FIRE SERVICE**

- a.) Prior to the installation of any fire sprinkler system, the Company shall be notified in accordance with Section 19a-37a-1 of the Connecticut Public Health Code and the design shall be coordinated with the Company in accordance with these regulations.
- b.) Fire hydrants and sprinkler systems shall be installed and maintained at the expense of the customer. The size, material and locations of piping, and plans and specifications for any tanks and pumps that may be required, shall be submitted in writing to the Company for approval. The Company must inspect the installation before backfill and must witness the pressure test and all flow tests for compliance with the approved plans and specifications. The Company will collect and test for required water quality samples. The Company may meter private fire lines where there is demonstrated justification such as unauthorized use of the service and/or where unusual circumstances prevail in the customer's premises.
- c.) If the customer's fire hydrant and sprinkler system flow requirements exceed the Company's distribution system capacity, the customer is responsible for any system improvements necessary to meet their fire flow demand. If a fire pump is required at the customer's location it shall not be directly connected to the distribution system. Fire pumps are allowed only where a customer owned and installed break tank is provided between the distribution system and fire pump. Additional storage capacity in the break tank may need to be included in the design of the break tank. Design of the system shall be done in cooperation with the Company, however all costs related to supplying projected fire demands shall be by the customer
- d.) System design shall minimize water usage for testing and allow for recirculation of routine operating test water when possible. System shall minimize any variations in system pressure that may compromise delivery of service to existing customers. The company may require additional measures to control variations in system pressure.
- e.) A minimum of one week advance notice of operating tests of private fire hydrants and sprinkler systems is required. No tests shall be conducted until authorization to proceed has been granted by the Company. The customer shall be responsible for all Company costs incurred in response to disturbances to the Company's distribution system as a result of operating tests conducted prior to the Company's authorization to proceed.
- f.) A backflow prevention device shall be required on a line to a fire sprinkler system with any Siamese connection in accordance with the Connecticut Public Health Code.
- g.) Operating tests of private fire hydrants and sprinkler systems shall be made only after notification to and approval by the Company.

- h.) No water shall be taken from a private fire hydrant except for use on the property in which it is located, nor for any purpose other than to extinguish fires or to test firefighting equipment. Such uses of water for purposes other than firefighting shall be made only after notification to and approval by the Company.
- i.) The Company shall not be held liable or responsible for any losses or damage resulting from fire or water which may occur due to the installation of a private fire service system or any leakage or flow of water therefrom.
- j.) In cases where a private development is to be served by a single service connection and ownership of the single service pipe or distribution main is not held by the Company, a separate fire service main may be required to accommodate private fire hydrant service.
- k.) A single fire service may not service more than a single premise in accordance with applicable regulations.
- l.) The customer shall provide the Company with approval from the local fire marshal and a letter from their insurance carrier acknowledging that the fire service is being disconnected before a customer's request for discontinuance of a private fire service can be processed by the Company. The owner is responsible for billings until terminated.

## **X. FIRE PROTECTION CHARGES**

- a.) All public fire hydrants, except certain town owned hydrants, shall be owned and maintained by the Company.
- b.) Any hydrants and mains located on public property, easement, or public right of way are subject to public fire charges and billed to the municipality and the municipality shall solely be responsible for the fire charges. No fire district shall be responsible for the fire charges unless the Company has consented to the billing arrangement that allows the fire district to be billed and responsible for the fire charges.
- c.) Any hydrants and mains located on public property, easement, or a public right of way are subject to public fire charges and billed to the municipality.
- d.) Any mains located on private property, easement, or private right of way that are installed at the expense of a private property owner and any hydrants installed by the company on such mains shall be owned and maintained by the Company and are subject to the Fire in Private Rights of Way charges and billed to the property owner.
- e.) Fire departments desiring to use water from hydrants for testing equipment or for any purpose other than that of extinguishing fires, must notify the Company in advance of such usage.
- f.) Persons who desire to use water from public hydrants for purposes other than firefighting must first obtain permission from the Company. Persons using water without permission of the Company shall be prosecuted to the full extent of the law.

## **XI. Conservation**

- a.) All customers are urged to conserve and use water efficiently
- b.) During periods of company declared water shortages use of irrigation systems will be restricted as required by the company.
- c.) The Company reserves the right to curtail other water usage when scarcity of water or excessive use may in its opinion, justify such action
- d.) Failure of a customer to comply with Company imposed water use restrictions may be subject to termination of service or penalties for Failure to Comply with Water Use Restrictions as defined in the Schedule of Special Charges for each occurrence.
- e.) If a utility finds that it is necessary to restrict the use of water it shall notify its customers when such restriction becomes effective, consistent with its Water Conservation Plan and/or Emergency Contingency Plan.
- f.) Prior to issuing any fine under this section, the Company shall provide customer direct notice of when a property owner fails to comply with the designated outdoor use schedule.

## **XII. COMPANY RESPONSIBILITIES**

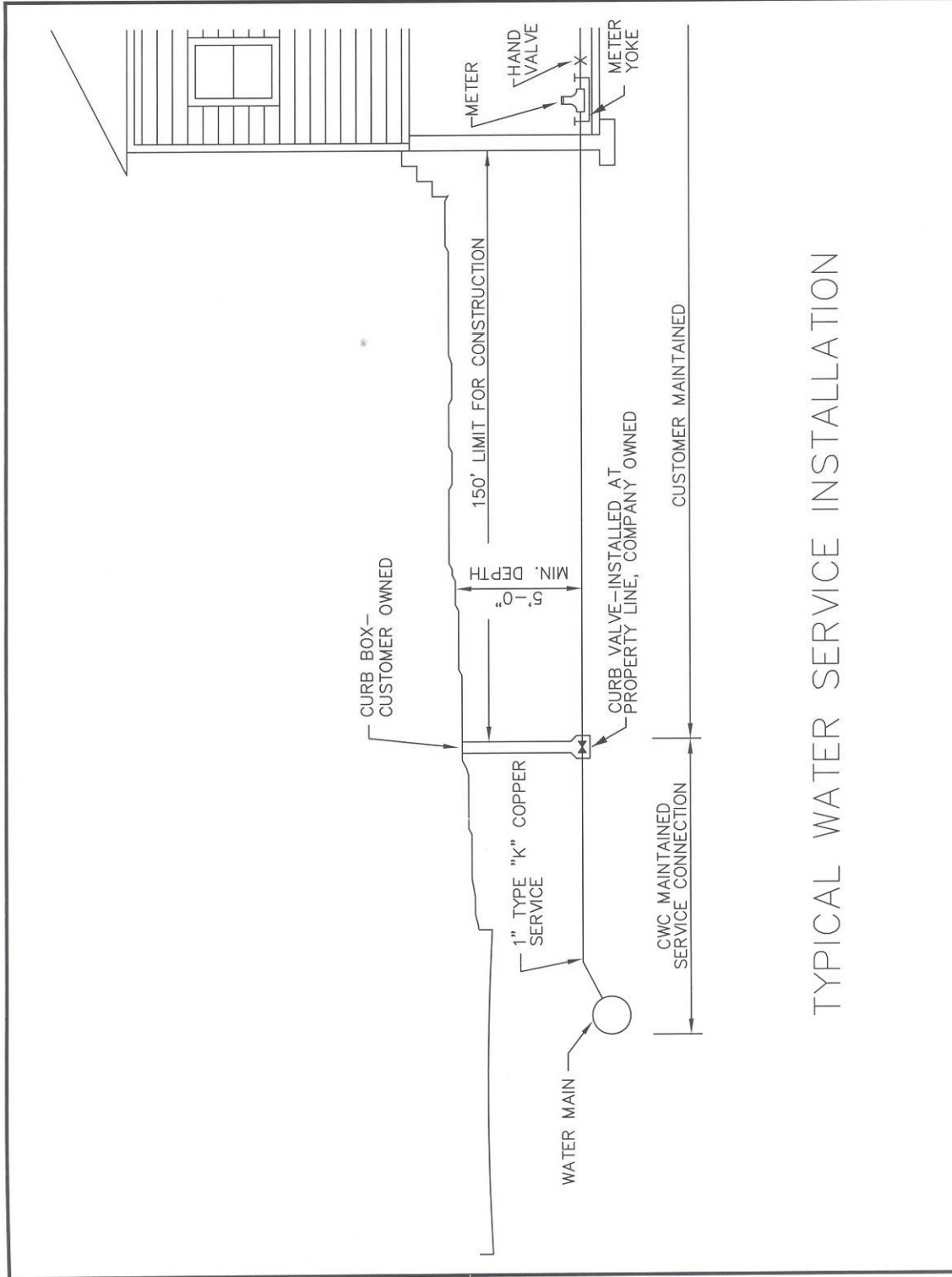
- a.) The Company undertakes to supply its customers with water which meets the requirements of the State of Connecticut Department of Public Health, and which has such physical and chemical properties as to make it acceptable for domestic use. However, the Company does not undertake to render any special service, to maintain any fixed pressure, to deliver any fixed quantity of water, or special quality water.
  
- b.) The Company shall not be liable for any 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 by that customer in time to avoid or mitigate such damage.
  
- c.) Company employees performing work at a customer's premises, shall wear a company uniform or carry a badge or other identification card identifying him/her as a company employee.

## XIII. NOTES

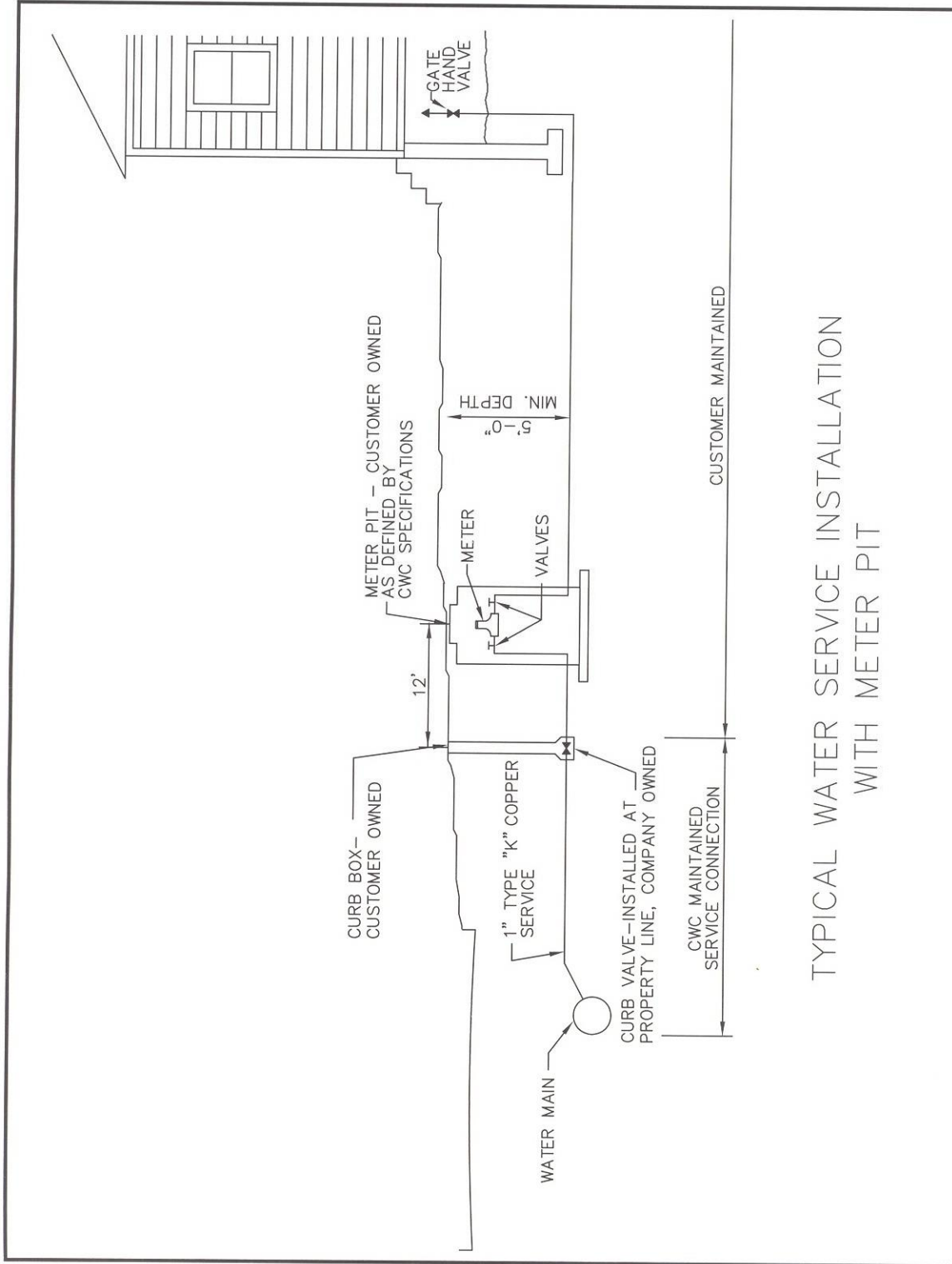
## **XIV. APPENDIX**

- a.) Diagram - Typical Water Service Installation
- b.) Diagram - Typical Water Service Installation with a Meter Pit
- c.) Diagram - Typical Seasonal Water Service Installation
- d.) Customer Information – Your Water Service

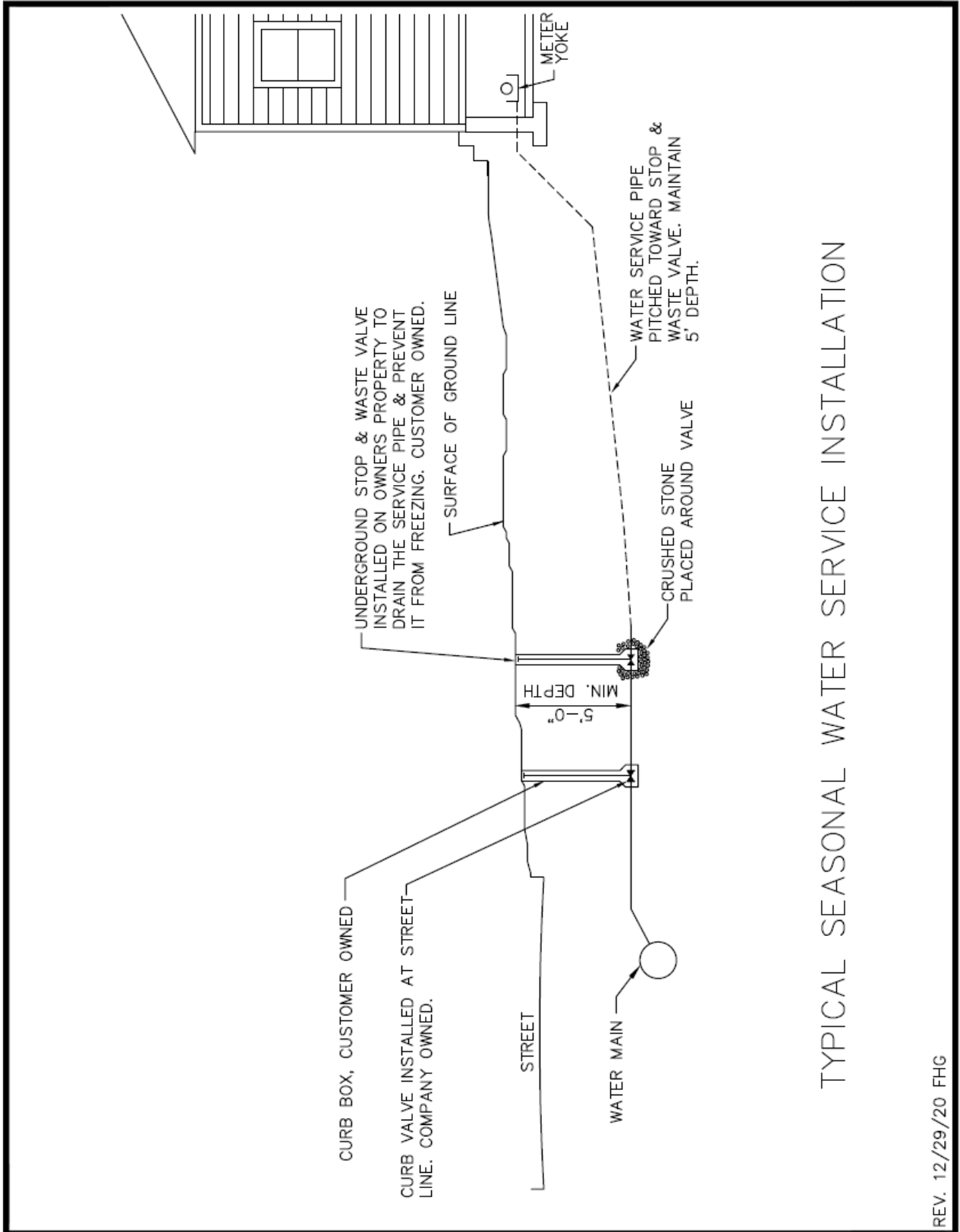




TYPICAL WATER SERVICE INSTALLATION



TYPICAL WATER SERVICE INSTALLATION WITH METER PIT



TYPICAL SEASONAL WATER SERVICE INSTALLATION

REV. 12/29/20 FHG

### Your Water Service

There are many components necessary to provide water service to your home. This illustration identifies the components of a typical residential water service and the responsibility of the water company and the customer for these components.

**1 Water Mains:**

Miles of water mains carry treated water from our reservoirs and wells to your premises. They are Company owned.

**2 Tap:**

This is the connection at the water main for the service line to your building. Company owned.

**3 Service Line:**

This is the pipe that goes from the water main to your building. The Company owns the portion from the water main to the curb valve. The Customer owns the remaining portion after the curb valve to and into the building.

**4 Curb Valve:**

The valve that controls the flow of water to your building. Company owned.

**5 Curb Box:**

A cylindrical iron box with a cover, at the curb line, that provides access to the curb valve. Customer owned.

**6 Curb Box Cover:**

Protects the valve and keeps the box free of dirt and foreign matter. Customer owned.

**7 Cellar Valve:**

(may be part of a meter horn assembly): Controls the flow of all water coming into the premises. Valve and meter horn are Customer owned.

**8 Water Meter:**

(usually located inside the building): Records how much water is used. It is Company owned, but the customer is responsible for any damages (freezing, vandalism, external causes, etc.) and may be charged for repairs or replacement.

**9 Pressure Reducing Valve:**

(only in high pressure areas): Controls and regulates the pressure of water coming into the building. Customer owned.

**10 Remote Meter Reading Receptacle:**

Permits us to obtain meter readings without entering the premises. Company owned.

