

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF PUBLIC UTILITIES

WHITINSVILLE WATER COMPANY

RULES AND REGULATIONS

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WHITINSVILLE WATER COMPANY

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1. RULES AND REGULATIONS GOVERN RENDERING OF SERVICE

The rules and regulations in their entity as herein set forth, or as they may thereafter be altered or amended in a regular and legal manner, shall govern the rendering of water service, and every Customer, upon the signing of an application for water service, or upon the taking of water service, will be bound thereby.

2. DEFINITIONS APPLICATION FOR FOLLOWING SECTIONS

The words "Company" or "Water Company" refer to the Whitinsville Water Company ("Company") of Whitinsville, Massachusetts.

The word "Department" refers to the Massachusetts Department of Public Utilities ("DPU").

The word "Customer" shall be taken to mean any person, firm, corporation, or any other entity, government, or governmental division who has applied for and received water service supplied by the Whitinsville Water Company of Whitinsville, Massachusetts.

The words "main" or "main pipe" shall mean the supply pipe from which service connections are made to supply water to Customers.

The word "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.

The word "Customer service line" means that portion of the service line from the curb stop to the Customer's place of consumption, curb box inclusive which is the responsibility of the property owner to maintain and repair.

The words "seasonal use" shall mean any intermittent use, season after season, at the same premises.

The words "public water system" refers to the water system owned and operated by the Whitinsville Water Company of Whitinsville, Massachusetts.

The word "premises" as used herein shall mean a Customer's building or a Customer's property with a building on the property, as the case may be. The following is a non-exhaustive list of examples of

“premises”:

- (a) A building under one roof owned or leased by one Customer and occupied as one residence or one place of business;
- (b) A combination of buildings owned by one Customer in one common enclosure, or occupied by one family, or one corporation or firm, as a residence or place of business;
- (c) Each unit of a multiple house or building separated by a solid vertical partition wall, occupied by one family, or one firm, as a residence or place of business;
- (d) A building owned by one Customer 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;
- (e) A condominium association serving one or a combination of buildings in one common enclosure.

In all cases of application of this definition, the interpretation of the Company shall govern and the Company's determination of which definition applies shall govern.

3. GENERAL

- (a) Subject to prior approval by the Department of Public Utilities, if applicable, water service may be discontinued upon reasonable notice for any one of the following reasons:
 - (1) willful waste of water, including water leakage from customer water service;
 - (2) molesting meters or meter seals;
 - (3) property vacant, furnishings removed and whereabouts of owner unknown;
 - (4) cross connecting Company service with any other supply source;
 - (5) refusal of reasonable access to property or to meter;
 - (6) refer to Drought Conditions, Section 17 and Section 18;
 - (7) non-payment of bills including but not limited to all service charges and any interest or collection costs.
- (b) When water has been turned off for any of the above reasons, or because of an unpaid bill, or upon order of the Customer, a charge will be made for restoring service in the amount set forth in Appendix A to these Rules and Regulations.
- (c) The Company will not permit its mains or service lines to be connected with any other source

of supply not approved by responsible public health authority, nor will the Company permit its mains or service lines to be connected in any way to any pipes, tanks, vats or other apparatus which contain liquids, chemicals, or other pollution which can flow back into the Company's mains and consequently endanger the common water supply. If the local public health authority approves an individual source of supply located at a property served by the Company, such supply must be physically disconnected from all plumbing served by the Company water system. Additionally, the Company may require a backflow prevention device to be installed on the water service from the Company's water system. Refer to Massachusetts Drinking Water Regulations 310 CMR 22.22, Cross Connection Distribution System.

- (d) Any authorized agent of the Company shall have the right of access at all reasonable hours to the premises supplied with water for the purpose of reading meters, examining fixtures and pipes, observing the manner of using water, or for any other purpose, which is reasonable and necessary in the conduct of Water Company business. No person shall be deemed to be an authorized agent of the company entitled to such access unless he/she displays on his outer garment a badge bearing his name and photograph and the name of the Company.
- (e) The Company shall have the right to shut off the water supply to make repairs, changes or connections to its mains and other equipment. It will use reasonable efforts to notify the Customer in advance of such discontinuance of service but in time of emergency may not be able to do so.
- (f) The Company shall not be liable for any damage or inconvenience suffered by the Customer as a result of any cause. The Company shall have the right to reserve a sufficient supply of water at all times in its reservoirs to provide for fire or any other emergencies, and may restrict or regulate the use of water by its Customers in case of scarcity, or whenever the public welfare may require it.
- (g) No Customer shall supply water to other persons or permit any connection to be made on his premises for supply to other premises.
- (h) Customers are responsible for keeping their service pipe, home (internal) plumbing and fixtures in good working order and protected from freezing. Failure to do so may result in costly repairs for which the Company is not liable.
- (i) 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 served is located.
- (j) 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 result in initiation of 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 220 CMR 25.00 of Massachusetts regulations until the leak is repaired. The customer shall pay all costs incurred by the Company or Company's designated agent.

4. APPLICATION FOR SERVICE

(a) No water service shall be provided without the prospective Customer having submitted an application for service. All applications for water service must be made in writing on a form provided by the Company. The application for service must be made by or on behalf of the property owner.

(b) No agreement will be entered into by the Company with any applicant until all arrears and charges due by the applicant at any premises now or heretofore occupied by him/her shall have been paid.

(c) When accepted by the Company, the application shall constitute a contract between the Company and the applicant, obligating both parties to comply with these Rules and Regulations. If a Customer takes water service without having submitted an application, such taking of service shall constitute agreement by such Customer to these Rules and Regulations.

(d) Applications for service installations will be accepted subject to there being an existing main in a street or right-of-way abutting on the premises to be served. The contract in no way obligates the Company to extend its mains to service the premises under consideration.

(e) When a prospective Customer has made application for a new service, or has applied for the reinstatement of an existing service, damage caused by any deficiency in the plumbing which the service will supply will be at the risk of the Customer, and the Company will be liable only for its own negligence.

(f) A System Development Charge ("SDC") for a new service connection to commercial or industrial premises or to residential premises shall be charged by the Company at the time the meter for such new service is set, in accordance with the schedule as set forth in Appendix A hereto. For service connections where the Customer will use a meter sized at greater than 3" or with a capacity greater than 320 gallons per minute, the Company shall establish a System Development Charge as may be appropriate in the circumstances, but not less than \$.28,000. Such SDC will be in addition to charges for connections and water service applicable under any effective tariff of the Company.

5. SERVICE CONNECTIONS

- (a) Original service pipe and connections from the curb valve to the Customer's premises will be installed by the Company or under its direction, at the expense of the Customer. All service pipes shall have a minimum cover of four and one half feet, a maximum of five and one half feet, and a minimum inside diameter of one inch. To the extent not prescribed by State and Municipal regulations, materials and methods of construction shall be pre-approved by the Company, and if the service has not been installed in accordance with Company's reasonable requirements, water will not be turned on until all defects have been remedied.
- (b) As used herein, the service connection means the service pipe from the main to the property line of the premises to be serviced, including the corporation cock, curb stop and curb box, and shall be laid at a right angle to the water main; and shall not cross what at the time of installation were intervening properties, and will be furnished and installed by, and shall remain the property of the Company and under its sole control and jurisdiction.
- (c) The portion of service pipe from the main to the curb valve shall be maintained or replaced as necessary by the Company at Company expense. Service pipe from the curb stop to the Customer's premises will be maintained by the Customer at his expense and in a manner satisfactory to the Company; provided, that if such service pipe is installed by the Company it will be guaranteed by Company for one year.
- (d) Curb stops will not be used by the Customer or his agent for turning on or shutting off the water supply. The Customer's control of water supply shall be by means of a separate valve, located usually just inside the building wall. Curb stops are for the exclusive use of the Company.
- (e) No service pipe shall be laid in the same trench with gas pipe, sewer pipe, electric or telephone wires or any other facility of a public service company, nor within ten feet of any open excavation, tank, cesspool or vault.
- (f) The Company shall furnish, install, own, and maintain all new service connections, meters, and meter installations, provided the costs of excavation, backfill, and removal, and replacement of paving, walks, curbs, etc., including the hiring of traffic control personnel, and obtaining the street opening permits, necessarily incurred in respect to new services, shall be borne by the Customer or other applicant for service. For replacement of services from the main to the curb, the Company shall bear all costs.

(g) On future installations or reinstallations of service lines, only one premises will be supplied through one pipe, and such premises shall have its own curb stop and water meter.

(h) Standards for Service Pipe

(1) Service pipe shall be installed at a minimum depth of 4-1/2 feet and maximum depth of 5 1/2 feet. Any re-grading of property must retain the minimum depth required.

(2) Service pipe shall run at right angles to the main in a straight line to the premises to be serviced. If a multiple premises 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 premises for installations after the effective date of these Rules and Regulations. 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 with box between the curb shutoff and the building.

(3) 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 one 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.

(4) Service pipe shall be of copper or other Company approved material. Copper shall be: cold drawn or soft annealed, seamless copper type "K" which meets ASTM standard specifications for Lake copper B4-27; 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. All new service connections shall be equipped with a straight dual check valve at the customer's expense. If the water service is used for electrical grounding, it shall only be used as a secondary ground to the ground sources (meaning it must have a higher resistance than the other ground sources).

(5) In some instances the use of plastic pipe may at the Company's sole discretion be approved by the Company. Such pipe will be PE3408 polyethylene rated at 200 PSI working pressure with this information 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 tank.

(6) 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 Ten State's standards and the Commonwealth of Massachusetts Guidelines and Policies for Drinking Water Systems. 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.

(7) The ditch underneath, around and over the pipe shall be back filled with suitable material such as sand or other material approved by the Company thoroughly tamped to secure a firm support. To disclose any settlement of the back fill which may need correcting, newly filled ditches shall be re-inspected at intervals.

(8) The Customer service line for new and/or repaired services 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 the Company shall activate a service line under any circumstances unless approved in writing by the Company.

6. BILLING AND PAYMENT

(a) Bills will be rendered for each premises monthly or quarterly depending on the nature and location of the premises and the service classification. Separate premises shall be billed separately.

(b) 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 upon re-issue by the Company or the consequences of non-payment.

(c) If a bill remains unpaid, the Company may terminate service in accordance with the provisions of this Section. 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.

(d) The property owner is the Customer of record.

- (e) Where a premises is supplied by two (2) or more meters connected to a single service, the minimum charge for each meter shall be applied and registration combined in computation of consumption charges. Where a premise is supplied through more than one service, the minimum charge shall be applied to each meter and registration shall not be combined. Combined billing will not be allowed except where approved by the Department of Public Utilities.
- (f) First and final bills are prorated with respect to the minimum service charge which is added to the consumption rate.
- (g) Public Fire Protection charges are billed as services are rendered at rates approved and on file at the DPU.
- (h) Private Fire Protection charges are billed as service is rendered at rates approved and on file at the DPU.
- (i) Water for construction purposes may be metered and sold at regular rates. All rates are approved and on file at the DPU.
- (j) Miscellaneous sales are billed as service is rendered.
- (k) A bad check charge as specified in Appendix A will be assessed to any account in which a check with insufficient funds is forwarded as payment.
- (l) Payment for 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 money order or personal check. The Customer in such cases will be responsible for connection and re-connection fees that are approved and included in Appendix A. No turn on's will be made to delinquent accounts on a request received by the answering service after 4:30 p.m.
- (m) A connection/disconnection fee will be assessed as this service is rendered. The rates are approved and included in Appendix A.
- (n) Commercial fire flow tests will be billed in accordance with Appendix A. Fees must be paid in full prior to the test. (o) The Company may require advance payment for estimated connection costs. At a reasonable time after completion, the cost shall be adjusted to actual cost.
- (p) Bills which are incorrect due to meter or billing errors will be adjusted as follows:

- (1) 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.
- (2) 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.
- (3) 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 year. 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.
- (q) 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 times after which if Company equipment cannot be properly accessed the Company will institute termination proceedings. The estimated bill formula for monthly accounts will be the average consumption for the prior six months. For quarterly accounts an average consumption of the past six quarterly bills will be used to estimate the current bill. 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 fixed, the overcharge or the undercharge will be computed back to but not beyond such date.
- (r) 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 adjustments, the meter error will be the average of the error of the high flow tests (high flow test % - 100%) and the intermediate flow test error (intermediate flow test % - 100%).
- (s) 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.
- (t) 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 pursuant to the regulations in 220 CMR 25.00.

7. METERED SERVICE

- (a) All service except public and private fire hydrants shall be metered. An individual meter shall be required for each premises and each separate service connection.

(b) Each new meter shall be purchased and installed by the Company. The Company may designate the make and model as well as associated reading equipment. The meter shall be of such size and design as reasonably necessary to serve the Customer involved. Ownership of the meter shall be at all times in the Company and, subject to the provisions of Section 7 (c) hereof, the Company shall be responsible for maintenance of each meter at its own expense, except to the extent that the meter is damaged by the willful act or negligence of the Customer. Repair and maintenance expense of all water meters 2" and larger shall be the responsibility of the property owner.

(c) If any meter is required within a premise in addition to the Company's entrance meter, it will be installed, maintained and read by and at the expense of the Customer.

(d) The quantity of water recorded by the meter shall be accepted as conclusive by both the Customer and the Company, except when the meter has been found to be registering inaccurately, or has ceased to register. In any such case, the quantity may be determined by the average registration of the meter in a corresponding past period, or by the average registration of the new meter, whichever method is more representative of the conditions existing during the period in question.

(e) The Company reserves the right to remove and to test any meter at any time and to substitute another meter in its place. In the case of a disputed account involving a question as to the accuracy of the meter, such meter will be tested by the Company upon request of the applicant. The normal charge for testing meters sized 5/8" to 1" shall be as set forth in Appendix A. For meters sized 1-1/2" and larger, the fee shall be based on the Company's actual cost including the cost of any outside contractor employed by the Company to perform such tests. In the event that the meter so tested is found to have an error to the detriment of the Customer in excess of two percent at any rate of flow within normal test flow limits, the fee for testing will be refunded, and the current bill rendered based on the last reading of such meter shall be corrected accordingly.

(f) Subject to the provisions of Section 7 (c) hereof, the Company and Customer shall permit no one other than an agent of the Company to remove, inspect, or tamper with the meter. As soon as it comes to his knowledge, the Customer shall notify the Company of any injury to or malfunction of the meter.

(g) 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.

(h) If the Company cannot obtain an actual meter reading, the water charge for the current billing period will be estimated from previous billings during similar billing periods. The bill will be estimated a maximum of three times at which time adjustments will have to be made to the meter or termination of service procedures will be instituted.

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

(1) 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, that the remote reader has been 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.

(2) 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.

(3) When a premise is supplied by a service line greater than 150 feet in length, an outside meter setting may be required.

(4) 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 in accessible or inadequately protected, the Company may require that such equipment be relocated at the Customer's expense.

(5) 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.

(6) If a service cannot be shutdown to allow testing, replacement, or repair of a meter, a second meter shall be installed in parallel at the Customer's expense.