



COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES

WHITINSVILLE WATER COMPANY
RULES AND REGULATIONS

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WHITINSVILLE WATER COMPANY

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General Manager

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 the 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 the property owner, or by their duly authorized representative. Customers wishing to establish an account in the name of an LLC or corporation must provide a guarantor to ensure payment on the account.

(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. A payment plan on overdue charges may be available at the Company's discretion.

(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.

(g) Any change of the contracting Customer at any premises will require a new application and the Company may, after reasonable notice, discontinue the water service until such new application has been made and accepted.

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. New street service connections shall not be laid during the months of November, December, January, February and March, except at the discretion of the Company.

(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 property line (including curb valve) shall be maintained or replaced as necessary by the Company at Company expense. Service pipe from the property line 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. The Company shall be granted full access to any curb stops not located in the public way. The property owner shall be responsible at all times to keep the curb stop free and clear of obstructions when on private property. When accessing the curb stop, the Company will use reasonable efforts to avoid injury to private property and to restore the property, as near as reasonably possible, to its prior condition; however, except in the case of negligence or misconduct by the Company, the Company shall not be responsible for damages in accessing the curb stop.

(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. Only the Company, or its designated representative, shall make any/all connections to its mains and the Company shall have the authority to specify the size, type, and quality of all materials entering into the street service connection.

(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 wire for ease of locating and have caution tape 1" above the pipe. 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 an 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.

(i) The Company shall in no event, instance, or circumstance be responsible for maintenance of or for damage done by water escaping from the Customer's service connection or any other pipe and fixture(s) on the outlet side of the Company's curb stop valve. Customers assume all responsibility and liability for the maintenance of the water service line from the curb stop valve to their premises, except in the case of defects in the meter which is the property of the Company. Water damage done by water escaping from meters broken by the Customer or their representatives, including from freezing, is the sole responsibility of the Customer.

6. BILLING AND PAYMENT

- (a) Bills will be rendered for each premises monthly. 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 any 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 certified bank 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 ons 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 they 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 will be the average consumption for the prior six months. 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 shall have separate services, from the curb connection into the separate units and, at the Company's discretion, 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.

8. TERMS OF PAYMENT

(a) All bills for service shall be payable upon receipt. However, no residential bill shall be considered "due" under applicable law or these Regulations in less than forty-five (45) days from receipt. Bills for service will be rendered periodically in accordance with the "Terms of Payment" noted on the applicable Rate Schedule and are payable at the office of the Company upon presentation.

No disputed portion of a residential Customer's bill which relates to the proper application of approved rates and charges, or the Company's compliance with these Regulations, shall be considered "due" during the pendency or any complaint, investigation, hearing or appeal under these Regulations. If a non-residential Customer wishes to dispute a bill, it must provide written notice of such dispute to the Company within three (3) months of receipt of such bill.

(b) Each bill for service will be rendered to the property owner of record as listed in the Company's records.

(c) If payment for water service in full is not made within forty-five days after the bill is received by the non-residential Customer, whether or not the bill is in dispute, the Company reserves the right to impose interest charges as provided in Section 14 hereof, and/or to discontinue service in his premises in accordance with regulations of the Department of Public Utilities, if any are applicable; and/or to recover the reasonable costs of collection incurred by the Company.

(d) Whenever the Customer desires to have his water service discontinued, he/she shall notify the Company in writing. Until such notice is received by the Company, the Customer shall be

responsible for payment for service rendered by the Company. A reasonable time after the receipt of such notice shall be allowed the Company to take a final reading of the meter and to discontinue service. A turn-on charge as specified in Appendix A hereto will be charged to the Customer to reinstate service.

(e) The Company may terminate service to a household in which all residents are sixty-five (65) years of age or older only after such Company first secures written approval of the Department . If a Customer 65 years of age or older so desires, the Company shall provide a third person designated by such Customer notification of all past due bills and other notices required by the Department regulations. In addition to the application for such approval filed with the Department, the Company shall concurrently give written notice to the Department of Elder Affairs (or any agency designated by the Department of Elder Affairs for such purposes), any third person to be notified pursuant to 220 CMR 25.05(2) and the residents of such household. Prior approval by the Department of such application, no company may send notices threatening termination of service to any household which has notified the Company that all residents of the household are sixty-five (65) years of age or older.

9. ABATEMENTS AND REFUNDS

(a) No abatement shall be made for leaks or for water wasted by improper or damaged service pipes or fixtures belonging to the Customer, or for water services left on due to vacancy.

10. PUBLIC FIRE HYDRANTS

(a) Public fire hydrants within the Company franchise area will be installed at the expense of and remain the property of the Company. All public fire hydrants shall be kept free from obstruction. No plantings or obstructions shall be placed within 4 feet of a public fire hydrant.

(b) Any expense for repairs caused by the negligence of employees of the municipality or its agents or of the Fire Department will be paid for by the municipality.

(c) The use of hydrants or other fire protection systems will be restricted to the taking of water for the extinguishing of fires and Fire Department training and testing and water shall not be taken from any fire hydrant for construction purposes, sprinkling streets, street sweeping, flushing sewers or gutters, or any other use unless specially permitted by the Company in writing for the particular time and occasion.

(d) Fire pumps and booster pumps of any nature may be connected only after notification to the Company and Company approval and shall be constructed in such a manner to prevent cross connections and vacuum. Owners and operators of such equipment are liable for any and all damages of the Company property or other Customers' property during such installation and operation.

(e) Hydrants shall be authorized in writing by the Board of Selectmen at locations specified by the Board or its designee. Once installed a hydrant may be moved to a new location upon proper authorization by the Board of Selectmen, but the relocation expense shall be borne by the municipality.

11. PRIVATE FIRE SERVICE

(a) The entire cost of the labor and materials for installing a private fire service from the main to the premises will be paid for by the Customer. The Customer shall furnish, install, and maintain all new service connections, 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 the new service shall be borne by the Customer or other applicant for service. For replacement of services, the Customer shall bear all costs from the main to the premise. All replacement work performed shall be done by the Company at the Customer's expense or by the Customer or his designee, at the Customer's expense. The designee must be acceptable to the Company. The Customer is responsible for ensuring maintenance and operability of all private fire services.

(b) A gate valve controlling the entire supply will be placed on the fire service between the main and the property line of the premises being served. Any valve pit or vault, which is required, will be furnished at the expense of the Customer.

(c) The private fire service connection is furnished for the purpose of supplying water for the extinguishment of fires only and no use of water from such connection for any other purpose shall be made without written approval of the Company.

(d) The Customer shall notify the Company within a period of seventy-two (72) hours after any usage of the sprinkler system.

- (e) A double check detector check valve assembly shall be furnished and installed by the Customer in accordance with Company requirements, just inside the building wall or other convenient location on the Customer's premises as designated by the Company at the Customer's expense. The meter for the device by-pass will be furnished by the Company at the expense of the Customer. Any meter pit or vault required by the Company shall be constructed, furnished, installed and maintained at the expense of the Customer. The by-pass meter will be maintained by and at the expense of the Company.
- (f) Any repairs or maintenance performed within the property of the Customer, whether done by the Customer or the Company, will be at the expense of the Customer. Any repairs performed between the main and the Customer's property line will be done by the Company at the expense of the Customer.
- (g) Hydrants and other fixtures connected with a private fire service connection may be sealed by the Company and such seals shall be broken only in case of fire or as specially permitted by the Company, and the Customer must immediately notify the Company of the breaking of any such seal. All seals shall be approved by the Northbridge Fire Department prior to installation.
- (h) No pipe or fixtures connected with a private fire service connection served by the Company shall be connected with pipes or fixtures supplied with water from any other source.
- (i) The Company shall determine the size and location of any connection made to its mains for private fire service.
- (j) Fire pumps and booster pumps of any nature may be connected to private fire services only after notification to the Company and Company approval and shall be constructed in such a manner to prevent cross connections and vacuum. The Customer is liable for any and all damages of the Company property or other Customer's property during installation and operation.
- (k) The entire private fire service connection and all parts of it which are located outside of the property line of the Customer are and forever remain the property of and under the complete jurisdiction of the Company.
- (l) No test of fire services shall be permitted without approval by the Company. The Company may elect to have a representative present. The test shall be scheduled to cause the least possible

inconvenience to the Company's Customers.

12. CUSTOMER SECURITY PAYMENTS

(a) As assurance of payment for commercial or industrial water bills, the Company may require a Customer to make a security payment equal to charges for two months' average water usage or usage for any one month, whichever is greater (which security payment may be adjusted pursuant to 220 CMR 26.06). As assurance of payment for installation of service or other jobbing work undertaken for any type of Customer, the Company may require a Customer to make a security payment equal to one and one-half of the estimated cost of the jobbing service. Interest shall be paid on such security payment in accordance with the requirements of 220 CMR 26.09 and Section 16 of Chapter 158 of the General Laws of Massachusetts, as may apply from time to time. When service is discontinued, or the jobbing work is completed, the Company will apply the security payment against any sum owed to the Company by the Customer and refund the balance, if any, to the Customer.

13. SERVICE TO NEW AREAS

(a) The developer of any real estate shall pay the cost of a new water main to reach the property from an existing main and to service the property internally. An individual property owner will likewise be required to pay the cost of extending an existing main to reach his/her property.

(b) The standard sized main shall have an inside diameter of eight inches, but the Company may require a larger size at the owner's expense if in the Company's judgement such larger size is deemed necessary by reason of the distance involved or the size of the property to be served. All new water mains must be installed in accordance with the Company's "Specifications for the Installation of Water Mains and Appurtenances".

14. INTEREST CHARGES FOR LATE PAYMENT

(a) Except as otherwise provided herein, bills for water service shall be due and payable when rendered. A bill shall be deemed rendered when it is delivered to the Customer personally or three days following the date of the mailing of the bill to the mailing address supplied by the Customer to the Company, whether or not the bill is in dispute.

(b) No bill shall be considered "past due" under applicable law or these Regulations in less than forty-five (45) days from receipt. No bill rendered to the Commonwealth of Massachusetts or to any

agency, city, town, county or political subdivision thereof, shall be considered “past due” under applicable law or these Regulations in less than fifty-five (55) days from receipt.

(c) Except as provided in section (d) below, a bill rendered to a non-residential Customer for which payment in full has not been received within 45 days from the date the bill was rendered shall bear interest at the applicable monthly rate as determined in section (e) below, on any unpaid balance from the due date until the date of payment.

(d) A bill rendered to the Commonwealth of Massachusetts or to any agency, city, town, county political subdivision thereof, for which payment in full has not been received within 55 days, from the date the bill was rendered shall bear interest at the applicable monthly rate as determined in section (e) below, on any unpaid balance from the due date until the date of payment.

(e) The applicable monthly interest rate shall be established on February 1 each year based upon the previous year annual average of two year Treasuries plus 1000 basis points, as per DPU Order 93-204-A, effective November 1, 1994.

15. PRESSURE AND CONTINUITY OF SUPPLY

(a) The Company will undertake to 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. 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. To safeguard against damage due to interruption of service, Customers are advised to regulate their installations connected to the water supply by installation of an automatic check valve at the building entrance. 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.

(b) Whenever public interest so requires, as reasonably determined by the Company, 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 reasonable efforts to provide notice of service interruptions in advance to all Customers affected after proper notification to DPU.

(c) If there is not sufficient pressure or hydraulic capability to an area of the water distribution system in which a Customer resides to qualify for preferred risk insurance, the expense for any improvement to the system for this specific purpose shall be borne by the Customer.

- (d) 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.
- (e) The Water Company does not guarantee a sufficient or uniform pressure, or an uninterrupted supply of water and Customers are cautioned to provide sufficient storage of water where an absolutely uninterrupted storage supply must be assured, such as steam boilers, domestic hot water systems, gas engines, medical equipment, etc.
- (f) In high elevation sections where pressure is low, the Customer shall, if he/she desires a higher pressure than that furnished at the mains of the Company, install at their own expense, a tank and/or booster pump, of a type and installation approved by the Company.
- (g) Where the pressure to a Customer's premises is greater than he/she wished, it shall be his/her responsibility to install the proper regulating device to reduce pressure to the extent desired or as required by applicable building codes.
- (h) The Company shall have the right to reserve sufficient supply of water at all times to provide fire, health and sanitary requirements, whenever the public welfare may require it.

16. SANITARY REGULATIONS

- (a) 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 Environmental Protection (DEP) such as a 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 Massachusetts 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 back flow devices will be at the Company's discretion at the Customer's expense.

Filling of tanker trucks shall be accomplished using approved back flow prevention device(s).

- (b) No service pipe shall cross any portion of a septic system or be installed less than 10 feet away from any portion of a sewage system.

(c) All underground lawn sprinkler systems shall be equipped with proper back flow prevention devices. Plans for such systems shall be approved by the Company before installation and final inspection by the Company is required prior to back filling.

17. DURING DROUGHT CONDITIONS

(a) The Company shall restrict water usage by the following ways:

Level I Voluntary water conservation – Outdoor water usage limited to odd-even allocation between the hours of 7pm and 7am.

Level II Seasonal Water Restriction – No non-essential outdoor water use allowed between the hours of 9am to 5pm from May 1 to September 30.

First violation - written citation.

Subsequent violations - termination of water service plus costs of termination and restoration.

Level III Mandatory water conservation - Outside water usage limited to odd-even allocation program between the hours of 7 PM and 7 AM.

First violation - written citation.

Subsequent violations - termination of water service plus costs of termination and restoration.

Level IV Mandatory water conservation - Lawn sprinklers, irrigation system, soakers and unattended hoses forbidden. Outside water usage restricted to use of handheld hose only for no more than one (1) hour between 7 PM and 7 AM.

First violation - written citation.

Subsequent violations - termination of water service plus costs of termination and restoration.

Level V Total mandatory water conservation - All outside use of water is forbidden.

First violation - written citation.
Subsequent violations - termination of water service plus costs of termination and restoration.

For Level II, Level III, Level IV and Level V, first violation notices shall state the consequences (i.e., shut off and fees) for each subsequent violation cited during the restriction period.

(b) The Company will notify local agencies, Department of Environmental Protection and the Department of Public Utilities before implementation of any level of the water conservation plan. Copies of the notification, penalties, termination notices and acknowledgments of penalties shall be filed with the above agencies.

(c) Customers shall be notified by the local newspaper, radio station, cable television, handouts, or advance notification through billings for drought related restrictions. In an emergency requiring 24 hour or less notification, termination shall be deferred until the Customer found in violation is personally notified.

(d) No exceptions shall be granted for Level II, Level III, Level IV and Level V.

(e) Restrictions shall remain in effect until public notice is given by the Company.

(f) Costs of termination and restoration be paid in full before service is restored.

18. CHARGES DURING DROUGHT CONDITIONS

(a) Customers will be charged a termination charge and a restoration charge as specified in Appendix A. Where service restoration can reasonably be accomplished, only outside the Company's normal working hours (Monday through Friday, 8 AM to 4 PM), the termination and restoration charge imposed on a Customer of record and subsequent violations may be higher than the charge specified in Appendix A in order to recover the Company's actual overtime costs. The charge imposed outside normal working hours shall be limited to the Company's actual costs which vary according to the time involved, day of the week and time of the day and holidays.

(b) The charges for termination and restoration are applicable to all Customers located on the mains of the Company for the purpose of drought conditions.

19. WATER CONSERVATION POLICY

(a) In response to the Massachusetts Department of Environmental Protection's policy, the Company has developed an aggressive water conservation policy to address matters related to system capacity and present and future demands. The list of conservation measures to be taken by the Company are:

- (1) Eliminate the existing descending block rate structure and adoption of a flat rate charge for all water sold.
- (2) Eliminate minimum water allowances.
- (3) Charge individual Customers a monthly service charge by meter size, plus a volumetric charge beginning at the first cubic foot of water metered.
- (4) Conduct a formal leak survey at least every two (2) years.

Cross-Connection device testing Fee, one device	\$ 75.00
Cross-Connection, each additional device	\$ 35.00 (must be done at same time)
Cross-Connection Testing Fee, during non-business hours	\$ Actual Cost
Broken Meter Seal	\$200
Hydrant Meter Rental	\$120 plus cost of water A \$200 refundable deposit will be required for the meter.
Fire Flow Test	\$200 Payment due, plus cost of water at the applicable tariff rate, prior to test for each test, not to exceed 2 hours onsite
Water Service Inspection Fee	\$55 per visit, 1-hour max
Unauthorized Use of Water Service, Fire Service or Fire Hydrants	\$1000 or triple the amount of damages, whichever is greater
Manual Meter Read	\$55
Out-of-cycle billing (close out bill)	\$25