



RULES AND REGULATIONS

of

THE HERITAGE VILLAGE WATER COMPANY

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RULES AND REGULATIONS

(Subject to change without notice. These Rules and Regulations constitute an integral part of the contract between The Heritage Village Water Company and its Customers.)

(A) DEFINITIONS

1. The word "Company" as used herein means The Heritage Village Water Company, including its Sewer Division.
2. The word "Customer" means any person, partnership, firm, corporation, company, association, governmental unit, lessee who by the terms of a written lease is responsible for the water or sewer bill, owner of property, or other entity furnished water or sewer service by the Company.
3. "DPUC" means the Department of Public Utility Control of the State of Connecticut.

4. "Premises" shall include, but is not restricted to, the following:
- (a) A building or combination of buildings owned or leased by one Customer, in one Common Enclosure, occupied by one individual or family as a residence or one Customer as a place of business or as a combination place of business and residence; or
 - (b) Each unit of a multiple house or building separated by a solid vertical partition wall occupied by one individual or family as a residence or one Customer as a place of business, regardless of whether said unit is owned or leased by the occupant thereof; or
 - (c) Each separately owned unit within a condominium, cooperative, or similar individual ownership arrangement occupied or used by one individual or family as a residence or place of business; or
 - (d) 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
 - (e) 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
 - (f) 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
 - (g) A public building; or
 - (h) A single plot, used as a part or recreational area.

5. "Common Enclosure" means property under common ownership which is bounded by property lines, public streets or highways.

6. "Main" means a water or sewer pipe owned, operated and maintained by the Company which is used for the purpose of transmission or distribution of water or collection or transmission of effluent, but is not a Service Pipe.

7. "Service Pipe" means any pipe or pipes running between a Main and a Customer's Premises, including fire lines, and where the context requires, such valves and fittings as may be connected thereto.

8. "Service Connection" means (a) a water Service Pipe (excluding the corporation cock) from a Main to and including a curb stop adjacent to the street line or a Customer's property line, together with such other valves and fittings as the Company may require between the main and the curb stop and (b) that portion of a sewer Service Pipe that is not a Customer Service Line.

9. "Customer Service Line" means (a) that portion of a water Service Pipe from the curb stop to the Customer's Premises and (b) that portion of a sewer Service Pipe that is, in the case of any building that contains separately owned units within a condominium, cooperative, or similar individual ownership arrangement, five feet or less from the building being served by such Service Pipe and, in any other case, that portion of a sewer Service Pipe that is located on the Customer's property, subject in each instance to any agreement to the contrary between the Company and the Customer.

10. "Meter" means any device for measuring the quantity of water used as a basis for determining charges for water or sewer service, respectively, to a Customer

11. "Tap" means the fittings installed at a Main - to which a Service Pipe is connected.

12. "Fire Service Line" means a Service Pipe used exclusively for fire protection purposes.

13. "Combination Service Line" means a water Service Pipe used for both fire protection and domestic or industrial water use.

14. The term "owned" shall include fee ownership, ownership of a cooperative interest, a life estate, time-sharing or any other long-term interest similar to ownership.

The interpretation of the Company shall govern the meaning of all definitions.

(B) GENERAL RULES

1. The rules and regulations as herein set forth and as filed with the DPUC, along with such water and sewer rate schedules as may from time to time also be filed and approved by the DPUC, constitute an integral part of the Company's contract with every Customer; and each Customer shall be deemed to assent thereto and be bound thereby.

2. The Company will undertake to provide an adequate supply of potable water at adequate pressure throughout its water system and to remove effluent from its sewer system, but cannot assume responsibility or liability, whether direct, indirect, or consequential, for any damages resulting from failure to do so. Whenever possible, work necessitating the interruption of service will be scheduled to provide the least inconvenience to the Customer. The Company will make a reasonable effort to give advance notice of any work necessitating 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 so that damage will not result if water is shut off without notice. Automatic check valves should be installed on the Customer Service Line for water at the building entrance. Hot water boilers should be provided with vacuum and pressure relief valves maintained by the Customer in good operating condition at all times. Lever type valves are recommended.

3. Authorized employees of the Company shall have reasonable access to Customers' Premises for the purpose of reading, testing or repairing Meters; inspecting plumbing connections, fixtures or pipes; or discontinuing service upon request or for any of the reasons set forth in Rule G-1. Such employees will wear a Company uniform or carry a badge, identification card or insignia identifying them as Company employees. Services rendered after hours or on weekends or holidays are subject to special charges. The Company, its employees or agents shall perform such tests and make such inspections as the Company deems necessary or desirable to determine the operational efficiency of its water and sewer systems and the compliance by Customers with these rules and regulations.

4. Whenever the public interest so requires, the Company reserves the right to curtail or suspend entirely the use of water for nonessential purposes. Any such curtailment or suspension shall be without liability on the part of the Company but the Company shall make a reasonable effort to notify in advance all customers affected by such curtailment or suspension.

5. In high areas where pressure may be low, it is recommended that Customers install and operate, at the Customers' expense, a booster pump and tank, the size of which shall be subject to approval by the Company. In low areas where pressures may be high, it is suggested that Customers install, at the Customers' expense, pressure reducing valves. The Company shall not be liable for damages resulting from failure of a Customer to provide adequate equipment to compensate for pressures attributable to a high or low location.

6. No Customer shall supply water or sewer service to other persons or permit any connection to be made on its Premises for supplying water or sewer service to other Premises. No Customer shall connect any sump pump, yard drain, gutter, storm drain or similar drainage system to the Company's sewer system.

7. If there is not sufficient pressure or flow in a particular portion of the Company's water system to permit an industrial Customer to qualify for preferred risk insurance, the costs of any improvements in the system for the specific purpose of achieving such qualification shall be borne by the Customer unless special written agreement is reached with the Company.

8. Each Customer is responsible for keeping its Customer Service Lines and all pipes and fixtures within the Customer's Premises 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.

9. Any changes in the location of Meters or Service Pipes requested by the Customer shall, if approved by the Company, be made at the Customer's expense.

10. Except for residential water and sewer service in the Heritage Village Water Division or as otherwise previously agreed or as herein provided, applications for water or sewer service at flat rates shall not be accepted by the Company. Flat rate Customers shall notify the Company before making any changes in the number of fixtures serving their Premises. The Company may make periodic inspections of fixtures belonging to flat rate Customers.

11. No pipe or fixture connected with the water Mains of the Company may be connected with pipes or fixtures supplied with water from any other source. Storage or mixing tanks subject to contamination, swimming pools, swimming pool recirculating systems, private wells and water reclaiming systems, etc. are considered for the purpose of this Regulation as other sources.

12. The piping and plumbing, on all Premises serviced by the Company's water or sewer system shall comply with the Connecticut Public Health Regulations and the sanitary codes, if any, of the municipality in which the Premises are located.

13. Customers who plan to install air conditioning or refrigeration equipment totaling over three tons in capacity shall provide water conserving equipment as approved by the Company.

14. In the event that any Customer shall use water at rates of flow that cause noticeable pressure variations in any portion of the Company's water system, the Company may require that the Customer alter such rates of flow or install such equipment as the Company may approve to minimize such variations.

15. Except as otherwise provided herein, these rules and regulations shall apply equally to water service and to sewer service.

(C) APPLICATIONS AND TRANSFERS

1. Applications for water and/or sewer service shall be made on forms provided by the Company and signed by the owner of the Premises to be supplied or by his duly authorized representative. The costs of service connections which are to be borne by the Customer (as set forth in Rule D-19) are payable in advance. No application for water and/or sewer service will be accepted from a Customer having a delinquent water or sewer account.

2. The Company may require from any Customer or prospective Customer a deposit to guarantee payment of bills. Such deposit will not exceed an amount equivalent to the estimated maximum bills for water and/or sewer service for 90 days. Such deposit may be retained so long as is required to insure payment of bills but shall be returned, together with accrued interest as described below, once satisfactory credit has been established. A receipt for all such deposits shall be issued; and, so long as any deposit is held by the Company, it shall pay simple interest thereon at the rate of 1.5 percent per annum. Such interest shall be credited annually to the account of the Customer or, if the deposit is returned other than on the date for such credit, paid directly to the Customer. 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 a 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 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.

3. Customers shall notify the Company in advance when Premises are to be vacated so that the water may be turned off and so that metered Premises may have Meters read and removed.

If the Premises are to be permanently abandoned, owners shall notify the Company immediately so that the water Service Connection can be closed.

Resumption of water service - through a Tap or Service Connection which has been shut off requires a new application, and payment of a fee therefore as set forth in the schedule of fees and charges approved by and on file with the DPUC. The cost of restoring a previously abandoned service in excess of any salvage realized on parts of the old service replaced at the time of restoration shall be borne by the Customer.

4. Water for construction purposes shall be applied for on forms provided by the Company. Whenever practicable, meters will be installed on a temporary basis to account for usage. Applicants will notify the Company of the date of occupancy in advance.

5. When the Company renders temporary or intermittent service to a Customer, it may require that the Customer bear the costs in excess of any salvage realized from installing or removing the services. See Rule F-9 as to charges for temporary or intermittent service.

6. All applicants for water and/or sewer service desiring to attach to a water or sewer Main or Main extension, as the case may be, already under contract may be required to pay the Company an amount which, in the judgment of the Company, represents their equitable share of any prepayment previously made by others and/or to assume their equitable share of any existing guarantee provision. Payments to the Company of shares of prepayments previously paid by others will be refunded to the original depositors.

(D) MAIN EXTENSIONS AND SERVICE CONNECTIONS

1. All water and/or sewer Main extension applications shall be made in writing upon a contract covering such extension shall be executed before the start of construction, and all contributions or advances, if any, shall be paid before material is ordered. These contracts shall be available for the review of the DPUC along with written notice prior to starting construction of a new main extension.

2. Developers requesting water and/or sewer Main extensions shall, upon request of the Company, furnish a map drawn to scale showing the layout of proposed roads and buildings. Before a Main extension is commenced, roads must have permanent grades established and must have been approved by the proper public authority.

All persons requesting such a Main extension must provide when necessary, free of cost to the Company, rights of way or easements satisfactory to the Company, allowing it to install, maintain, extend and replace Mains and related facilities and make connections thereto.

3. When the Company receives a request for a water and/or sewer Main extension it shall determine whether the revenues which reasonably may be anticipated from known Customers to be served through such extension will be sufficient to support the Company's investment therein (including the Cost of surveys and engineering studies required to complete such extension) and all operating expenses associated therewith. When the Company determines that the revenues anticipated from Customers to be served through a requested Main extension will be insufficient to support the Company's investment therein and all related operating expenses, such extension shall only be made pursuant to one of the following three of the Company's forms of contract:

- A. Guarantee Agreement
- B. Refundable Advance Payment Agreement
- C. Contributory Agreement

Individual Customers seeking Main extensions shall be offered their choice of the above three agreements. Developers having lots for building construction or the sale of homes shall be offered, in the Company's discretion, either the Refundable Advance Payment Agreement or the Contributory Agreement.

4. The Company's standard form of Guarantee Agreement shall provide for a guarantee to the Company by the person requesting an extension of an annual minimum amount of revenue from the requested extension.

5. The Company's standard form of Refundable Advance Payment Agreement shall require the person requesting an extension to advance the total cost of the extension and make provision for a refund to such Customer for each additional Customer taking service from the extension within a stated period of time.

6. The Company's standard form of Contributory Agreement shall require the person requesting an extension to advance the cost of the extension less the then present value of the payments which the Company determines would become refundable to such person under the Company's standard form of Refundable Advance Payment Agreement.

7. The design and specifications of all Main extensions and the size and type of pipes and fittings used therein shall be determined by the Company. Costs to be borne by the person requesting an extension shall be calculated on Mains of the size required to serve such person and shall not be calculated on water Mains larger than eight inches in diameter unless unusual Customer requirements warrant a larger size water Main. Water Mains having a diameter of less than six inches shall not be installed without prior approval of the DPUC.

8. If an extension requires additional facilities such as standpipes and booster pumps which are not necessary to benefit the Company's water or sewer system as a whole, the cost of such facilities shall be included as part of the cost of the extension. If facilities larger than required are installed to serve an extension, the Company shall pay the excess cost.

9. Notwithstanding anything in Rule D-19 to the contrary, extension contracts shall include the costs of all Service Connections constructed in connection with the installation of new Mains.

10. Any estimated costs included in an extension contract shall be adjusted to actual costs upon completion of work except Refundable Advance Payment Agreements and Contributory Agreements may be based, in the discretion of the Company, on average costs.

11. Any provision herein to the contrary, notwithstanding, the Company has undertaken and committed itself to install and maintain services to its Heritage Village Water Division and Heritage Village Sewer Division per a rate schedule filed with the DPUC. In said Divisions, the Company shall own, install and maintain at its own expense all Service Connections and Main extensions. The Company may, in its sole discretion, but shall not be obligated to, install sewer service Mains or Service Pipes or extend sewer service to any Customer beyond those presently being serviced.

12. Single metered Service Pipes may not supply more than one Customer. Each separate premises, including each separate condominium, cooperative, time-shared or similar type of unit typically owned by an individual or family shall be provided water and/or sewer service through a separate service line and meter.

13. All new and renewed water Service Pipes shall be a minimum of 1" in diameter with no soldered joints underground. Water Service Pipes shall be of copper, cement-lined cast iron or other Company- approved material. Copper pipes shall be cold drawn or soft annealed seamless copper type "K" which meets A.P.S.T. standard specifications for Lake copper 34-27, of standard weight and dimensions for copper service tube, and able to withstand being flattened and then bent back on itself 180 degrees while cold without cracking on the outside of the bent portion. Cement-lined cast iron must meet A.W.W.A. specifications for this use. No other material may be used without specific approval of the Company.

14. All metered water Service Pipes shall be provided with a full way shutoff and valve box at the curb or at a convenience point prescribed by the Company between the curb and the property line and with a gate valve inside the cellar wall, one such valve to be located on either side of the Meter. Where two or more buildings on the Premises are supplied by a single metered water Service Pipe, the branch line to each building shall have an underground shutoff valve with valve box and operating rod outside the building.

15. The Service Pipe shall extend to that point on the Customer's property line on the street line easiest of access to the Company from its existing distribution system and where practicable from a point at right angles to the existing distribution line in front of the Premises to be serviced. Service Pipes shall not cross intervening properties. The directions of the Company shall control as to the proper location of Service Pipes.

16. All water Service Pipes shall be laid at a minimum depth of 5' below ground. Water Service Pipes for buildings without cellars shall have underground stop and waste valves between the buildings and curb shutoffs.

17. Water Service Pipes may be laid in the same trench with other underground utility facilities except oil or sewer pipes provided 12u separation on a horizontal plane is maintained and provided such arrangements are mutually acceptable to the parties concerned on a case-by-case basis. In order to avoid possible damage, the Customer or his agent performing the excavation for a new or renewed water or sewer service shall obtain from other agencies or companies having sub-surface rights information pertaining to the location of other underground facilities. This can be done by phoning, toll free, "Call Before You Dig," or any successor organization. The ditch underneath, around and over the pipe shall be backfilled with good material thoroughly tamped to secure a firm support. To disclose any settlement of the backfill which may need correcting, newly filled ditches shall be inspected by the Customer at intervals.

18. No water Service Pipe shall cross any portion of a seepage system or be installed less than 10' away from any portion of a seepage system. Wherever possible, no water or sewer Service Pipe shall be installed under a driveway.

19. When an applicant applies for new service, except in conjunction with new water or sewer Main extensions, the Company will furnish, install, own and maintain the Service Connection at its expense, except the Company shall make a charge to the applicant for tapping the Main, furnishing the tapping saddle, if any, curb cock and curb box and for the costs of excavation, backfill, and removal and replacement of paving, walks and curb; necessarily incurred with respect to the new Service Connection. The Company shall have the option of performing the work required for such excavation, backfill and removal and replacement of paving, walks and curbs; and the Customer shall bear the costs therefor. Should the Company elect not to provide such excavation, backfill, and removal and replacement, it shall nevertheless have the right to require that the party hired by the Customer to perform such work be approved by the Company. The Company shall have the right to make continuing inspections of all installations of new Service Connections and reserves the right of final approval of same. Such final approval will be granted upon reasonable compliance with

the Company's Rules and Regulations and conformance with accepted engineering standards. Where circumstances require blasting or other extraordinary methods of excavation, the Customer shall regardless of negligence on the part of those performing the blasting.

20. The Company or its agent will furnish, install, own and maintain at its expense all replacements of Service Connections including the cost of excavation and backfill and the removal and replacement of paving, walks and curbs necessarily incurred with respect thereto.

21. The Customer, at its own expense, shall furnish, install, own and maintain the Customer Service Lines and shall assume ownership of the curb box, keeping said lines and box in good repair in accordance with the reasonable requirements of the Company. Installation of the Customer Service Lines shall be performed by a licensed or qualified plumber. If a Customer Service Line for water enters a building through the cellar, a full way valve (gate valve or ball valve) shall be provided immediately inside the cellar wall. Should the Customer Service Line enter a building in a restricted crawl space or other location which may be inaccessible in an emergency, the Company reserves the right to specify the location of such valve. Such valve and adjacent piping shall be maintained by the Customer in good condition so as to permit operation of the valve in an emergency and to enable the Company to change those meters set inside cellars. If the Customer fails to maintain the valve and adjacent piping in good condition, the Company may make all necessary repairs or alterations at the Customer's expense.

22. The Customer shall inform the Company before proceeding to backfill to enable the Company to make an inspection in order to determine whether the Customer Service Lines comply with Company requirements. No water Service Pipe shall be turned on without prior approval by the Company.

23. The cost of maintenance of Customer Service Lines shall be borne by the Customer. Thawing frozen Customer Service Lines shall be done by the Company at the Customer's expense.

24. If a leak develops in a Customer Service Line for water or a Customer-owned Service Connection, the Customer shall repair it without delay. 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 until the leak is repaired or repair the leak itself. In either case, the Customer shall pay all costs.

25. Customers are urged to obtain the Company's recommendations for the proper Customer Service Line size for water service which in no case shall be less than 1" 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.

26. All underground lawn sprinkling systems shall be equipped with check valves and vacuum breakers to prevent back siphonage into the water system.

27. All water and sewer Service Pipes shall be constructed and located in accordance with these regulations and with the standard specifications for installation of water and sewer pipe available at the office of the Company, as the same may be revised from time to time. The Company will make available for public inspection such standard specifications during the Company's normal business hours.

(E) METERS

1. The provisions of these Rules and Regulations relating to meters shall not be applicable to those Customers and Premises which are subject to flat rate billing.
2. Meters will be owned, installed, maintained and removed by the Company. Damage due to freezing, hot water, faulty connections, or Customer's negligence shall be paid by the
3. The Company shall determine the type and size of each-- Meter to be installed. Each Premises must be separately metered except for Premises subject to flat rate billing.
4. Submetering shall be permitted only with the approval of the Company and DPUC.
5. Services provided with Meters larger than 1 1/2" shall include valves, a sealed by-pass and test tee around the Meter.
6. 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, he will be liable for any damages which may result therefrom and shall be billed on the basis of water used in a similar period.
7. Customers will provide at their expense an accessible and protected location for Meters, which location shall be subject to the approval of the Company at the time of installation of the Service Pipe.

Meters may be located inside buildings when, in the opinion of the Company, an inside setting will provide adequate accessibility and protection against freezing or other damage to the Meter, and when the Service Pipe does not exceed 150 feet in length. A setting within a building shall be located immediately inside the cellar wall at a point which will control the entire supply, exclusive of Fire Service Lines, to the Premises.

When no suitable place inside the building is available, or the Service Pipe exceeds 150 feet in length, the Company may require that a Meter be set near the street shutoff with suitable valve in a covered pit at least 5 feet deep. Pit and cover shall be owned, installed and maintained by the Customer. Pit construction and location shall be approved by the Company.

8. Customers are responsible for maintaining the piping on either side of a Meter in good condition and valves on both sides of the Meter so that the Meter may be removed or replaced conveniently and without impairing such piping. If a leak should develop subsequent to Meter removal or replacement due to poor condition of the piping, the Customer shall be responsible for any necessary repairs.

9. The Company may require that swimming pools or other facilities which require considerable quantities of water be separately metered and have separate water Service Pipes. Customers are not permitted to fill pools with water from hydrants.

10. Customers shall notify the Company promptly of any defect in or damage to a Meter or its connection.

11. In order to assure accuracy, the Company may at any time remove a Meter for tests, repairs or replacement.

12. The Company will upon written request by a Customer and, if desired, in the presence of the Customer, make without charge a test of the accuracy of a Meter in use provided the Meter has not been tested by the Company or DPUC within the period of one year previous to such request. A written report of the results of the test shall be furnished to the Customer.

13. Approved remote Meter reading devices when requested by a Customer for its convenience will be installed by the Company at the Customer's expense. Remote reading devices installed for the Company's convenience will be installed at the expense of the Company.

14. Premises on flat rate may be changed to metered service on written notice from the Company. Flat rate customers who use water for purposes not stated or intended by the flat rate charges established by the Company's rate schedule will be required to change to a metered rate on the date such use begins. Examples of such uses include:

- (a) A fish or lily pond, a swimming pool, a skating rink.
- (b) An underground irrigation system.
- (c) A water-cooled air conditioner.

(F) BILLING AND COLLECTION

1. Each Premises shall be separately billed.

2. Except as otherwise specifically provided in these Rules and Regulations bills are payable when rendered. Failure of the Customer to receive a bill or notice does not relieve the Customer from the obligation of payment or from the consequences of non-payment.

3. Each Premises shall have a separate service and shall be billed separately. Except by special agreement with the persons involved, water and/or sewer service supplied to a building occupied by more than one tenant shall be charged to the owner or his agent and shall not be charged to the various tenants in the building. Upon written request of an owner, the Company will bill tenants who are separately metered. However, the property owner shall be liable for payment of bills due for water/sewer service supplied such premises, except for a tenant who by the terms of a written lease is responsible for the water or sewer bill.

4. Whenever a metered Customer receives water or sewer service for more than one purpose, predominant use as determined by the Company shall determine whether the Customer is to be billed at residential or industrial rates.

5. Where Premises are supplied through 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 Premises are 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 on the same Premises.

6. Bills for residential and small commercial metered service shall be rendered quarterly and shall cover water consumption and/or sewer use during the previous quarter.

7. Unless otherwise agreed to between the Customer and the Company, bills for industrial customers and other large customers shall be rendered monthly and shall cover water consumption and/or sewer use during the previous month.

8. First and final bills shall be prorated so as to adjust the bill to the actual period for which service was rendered.

9. The charge for intermittent water and/or sewer service over a period of time shall be

10. Flat or fixture rate bills shall be rendered quarterly in advance with the final bill prorated to cover the actual period of water and/or sewer service.

11. Unless otherwise agreed to between the guarantor and the Company, guarantee contracts shall be billed quarterly in advance with subsequent adjustment for actual revenue received.

12. Private fire protection charges shall be billed quarterly (1/4 of the annual charge) and shall cover service during the previous quarter.

13. Public fire protection charges shall be billed in accordance with Rules 1-4 and 1-5.

14. Water for construction purposes will be sold at regular commercial Meter rates. If it is not practicable to install a Meter, the minimum commercial Meter rate will apply.

15. Miscellaneous Sales are billed as the service is rendered.

16. All bills are due upon presentation. If a monthly bill or, any part thereof, remains unpaid 33 days after the date on which it was mailed or if a quarterly bill, or any part thereof, remains unpaid 63 days after the date on which it was mailed, a late payment fee of 1 % per month will apply.

17. Bills which are incorrect due to Meter or billing errors will be adjusted in accordance with the following rules:

(a) 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:

If the time at which the error first developed can be definitely determined, the amount of overcharge shall be based thereon. 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 measured by 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 it received service measured by the Meter.

(b) Whenever a Meter in service is found not to register, the Company may render an estimated bill or bills. The estimated charges shall be determined on the basis of the amounts registered over a similar period preceding or subsequent to the period of nonregistration or during corresponding periods in previous years, adjusting for any changes in the Customer's usage.

(c) Billing adjustments due to faulty Meters will be calculated on the basis that the Meter should be one hundred percent accurate. For the purpose of billing adjustment, the Meter error shall be one-half of the algebraic sum of the error at maximum test flow plus the error at intermediate test flow.

(d) When a Customer has been overcharged as a result of incorrect reading of the meter, incorrect calculations 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.

(e) 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 amount of the undercharge will be billed to the Customer who will be financially responsible for one year after receiving such service, unless the Customer by an affirmative act is responsible for the inaccurate billing or fails to provide reasonable access to the premises where the meter is located.

18. The Company has the right of access at reasonable hours to the Customer's Premises to read, inspect, repair, replace or service Meters and accessory equipment. The Customer agrees to provide, or cause to be provided, such access for properly identified employees of the Company. If a Company representative cannot gain access to premises to read a Meter, the water and/or sewer charge for the current billing will be estimated.

(G) DISCONTINUATION OF SERVICE

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

Termination proceedings may be started by the Company for anyone of the following reasons, and carried out subject to the aforementioned restrictions; service may be terminated without notice, again subject to certain restrictions, for reason (a) below and upon 13 day notice of the proposed termination, again with such restrictions, for reasons (b) through (k) below:

(a) A condition determined by the Company to be hazardous.

(b) 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.

(c) Failure by a Customer to comply with the terms of any agreement where under he is permitted to amortize the unpaid balance of an account over a reasonable period of time, or any failure by such a Customer simultaneously to keep his account for utility service current as charges accrue in each subsequent billing period.

(d) 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.

(e) Failure of the Customer to fulfill his contractual obligations for service or facilities subject to regulation by the DPUC.

(f) Failure of the Customer to permit the Company reasonable access to its equipment during normal working hours.

(g) Failure or refusal of the Customer to reimburse the Company for repairs to or loss of Company property on his property when such repairs are necessitated or loss is occasioned by the intentional or negligent acts of the Customer or his agents.

(h) Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

(i) When the Company has discovered that by fraudulent means a Customer has obtained unauthorized water or sewer service or has diverted the water service for unauthorized use or has obtained water or sewer service without same being properly registered upon the Company's meter.

(j) Tampering with the equipment furnished and owned by the Company.

(k) Violation of or non-compliance with the Company's Rules and Regulations.

2. A termination notice to a customer whose account is delinquent will be mailed no earlier than 64 days after mailing the original quarterly bill or 34 days after mailing the original monthly bill. Actual termination of the service will not occur earlier than 13 days after mailing the termination notice.

3. The Company will not terminate service to a customer

(a) If the customer has an unresolved complaint or dispute in with the Company and/or the DPUC. Such complaint must be made to the Company within seven days of his receipt of a termination notice.

(b) If there is known to be serious illness in the home of a residential Customer. The Company must be notified by a doctor within seven days of the customer's receipt of a termination notice, and such notice must be confirmed by letter within a week after the verbal notification. The Customer is required to make an equitable arrangement with the Company to pay up the delinquent part of his bill, and to pay all future bills on a current basis while the illness continues.

(c) If the customer is a landlord or agent for an occupied residential rental property, and the delinquent bill is for water or sewer 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.

(d) On the day immediately prior to a weekend or holiday except under conditions as set forth in subparagraph I(a) of this section.

4. Both water and sewer service shall be discontinued upon any termination made pursuant to these rules, notwithstanding a customer's violation of these rules with respect only to water service or sewer service.

(H) PRIVATE FIRE SERVICE

1. Fire hydrants and sprinkler systems shall be installed and maintained at the expense of the Customer. The size, material and locations of piping and specifications for any tanks and pumps which may be required for such systems shall be submitted in writing to the Company for approval. Any installation of fixtures may be made by the Company at its option but the Company reserves the right to approve a subcontractor furnishing such installation for a Customer and further reserves the right of final inspection of said installation.

2. Private fire systems shall not be used to serve water for purposes other than fire protection, and no water shall be taken from a private Fire Service Line for any purpose other than to extinguish fires or to test fire fighting equipment. Such tests shall be made only after written notification to and approval by the Company.

3. An annual charge will be made for each private Fire Service Line based on the size of the water Service Pipe at the Main. An annual charge will be made for each Combination Service Line based on the size of the Service Pipe at the first Fire Service Line. The above annual charges are payable in equal quarterly installments.

4. No water shall be taken from a private fire hydrant except for use on the property on which it is located.

5. 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 Line or any leakage or flow of water therefrom.

(I) PUBLIC FIRE SERVICE

1. 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.

2. Persons other than authorized fire department personnel who desire to use water from public hydrants for building or other purposes must first obtain permission in writing from the Company. The Company may make available fire hydrant Meters and may charge for the use of water at appropriate rates.

3. Any hydrant located on public property or a public right of way shall be subject to public fire charges rather than private fire charges.

4. Each municipality shall pay an annual charge for each public hydrant owned by the Company within the limits of the municipality. This annual charge is payable in equal quarterly installments. The Company will install hydrants on its system at such locations as may be designated by the municipality.

5. At the option of the Company municipalities served by the Company may be charged annually for fire protection on the basis of the inch-feet of main 6" or larger in service on December 31 of the preceding year. Such annual charge is payable in equal monthly or quarterly installments as determined by the Company.

6. Hydrants owned by a municipality shall be repaired by the Company at the municipality's expense upon written order from the appropriate municipal authority. Hydrants owned by the Company will be maintained by the Company at its expense. A municipality shall notify the Company in writing of any repairs which it has determined are required.

(J) COMPANY RESPONSIBILITIES

1. The Company undertakes to supply its Customers with water and sewer service which meets the requirements of the State Department of Health and, as to water service, 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 to remove any fixed quantity of effluent, except as provided by special contract with specific Customers.
2. 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 it in time to avoid such damage.
3. No agent or employee of the Company shall have authority to bind it by any promise, agreement or representation not provided for in these Rules and Regulations.
4. From time to time the Company may temporarily discontinue water or sewer service to flush its Mains or to make necessary repairs or alterations. In such event, the Company will make a reasonable effort to notify its Customers in advance of such interruption.