



**AQUARION**  
*Water Company*

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

**March 22, 2013**

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

## **A. CONTRACT**

These Rules and Regulations and all subsequent changes in same, or amendments and additions thereto, as approved by the Connecticut Public Utilities Regulatory Authority Public Utilities Regulatory Authority, are a part of the contract with every customer of Aquarion Water Company of Connecticut, and each such customer agrees to be bound hereby.

## **B. CUSTOMER PHILOSOPHY**

Our corporate mission statement is “to be the Service Provider, Employer and Investment of Choice”. As noted, customers are a key component in our mission statement, and therefore customer service is essential to our success. We strive to provide our customers with superior value in our products and services by maintaining optimum quality at reasonable cost in everything we do.

Customer service is our most important job, provided by every person in every department at every level of our Company. By definition, providing good quality customer service is the act of cultivating the goodwill of individuals who utilize our products and services. Each customer is a unique individual to be treated with every consideration and respect. Indifference to customers cannot be tolerated, and our relationship with our customers must be continually nurtured, not just when a problem occurs.

Good customer service also means top performance, keeping appointments, answering inquiries promptly and courteously, and making sure our product is the best quality it can be. Finally, good customer service means being flexible and adapting to the facts at hand. This in turn means that Company policy must be focused on providing the best possible service to our customer.

## **C. DEFINITIONS – CUSTOMER ACCOUNT TYPES**

Account – Any Premises receiving water from a Company distribution system, including but not limited to the following:

1. Residential Account: Any Premises receiving water from a Company distribution system which is used for domestic purposes. Residential Accounts may be billed on a monthly or quarterly basis based on the determination of the Company.
2. Industrial Account: Any Premises receiving water from a Company distribution system whose business is such that it (i) produces a product or products; (ii) is engaged in wholesale food processing; (iii) is engaged in experimental or development work; or (iv) is engaged in production of gas or electricity. Industrial Accounts may be billed on a monthly or quarterly basis based on the determination of the Company.
3. Commercial Account: Any Premises receiving water from a Company distribution system which does not qualify either as a Residential Account or Industrial Account. Commercial Accounts may be billed on a monthly or quarterly basis based on the determination of the Company.

4. Public Authority Account: This account shall include the net billing for water supplied to municipalities and other public authorities for purposes other than fire protection and resale.
5. Private Fire Protection Account: This account shall include the net billing for water supplied for fire protection purposes to privately or publicly owned facilities.
6. Public Fire Protection Account: This account shall include the net billing to municipalities and other authorities for the use of Mains and hydrants for fire protection purposes.

## **DEFINITIONS – GENERAL (IN ALPHABETICAL ORDER)**

Combination Service Line – A Service Line used for both fire protection and domestic or industrial water use.

Commercial Service – Service provided by the Company to a Customer at a place of business other than an Industrial Account.

Company – Aquarion Water Company of Connecticut

Company Owned Hydrant- A fire hydrant that is owned and maintained by the Company.

Cross Connection Control Device – A Department of Public Health approved device for preventing back pressure or back siphonage. These devices are required to be installed and tested, in accordance with the requirements of the Public Health Code. All inspection and testing will be performed by the company at the customer's expense.

Curb Box – A cylindrical iron box with a cover that provides the company access to the curb valve.

Curb Stop – A shut off valve on Service Connections generally located at the curb or property line.

Customer – Any entity furnished Service by the Company, including any person, firm, corporation, company, partnership, trust, public body, association, governmental unit, lessee who by the terms of a written lease for six (6) months or longer is responsible for the water bill, or owner of property.

Customer Owned Hydrant- A fire hydrant that is owned and maintained by the customer (formerly referred to as a private hydrant).

Customer Service Line – The curb box and that portion of the Service Line from the Curb Stop to the Customer's place of consumption.

Delinquent Account – For Quarterly accounts a bill for Service which has remained unpaid for a period of more than 64 days from the date of Receipt. For monthly accounts a bill for service which has remained unpaid for a period of more than 34 days from the date of receipt.

DPH – State of Connecticut Department of Public Health.

PURA – State of Connecticut Public Utilities Regulatory Authority.

Family – One or more individuals living as a single housekeeping unit and serviced by at least one bath and kitchen.

Fire Service Line – A Service Line used exclusively for fire protection purposes.

General Statutes – The General Statutes of the State of Connecticut, as amended.

Main – A water pipe owned, operated and maintained by the Company, which is used for the purpose of transmission or distribution of water but is not a Service Line.

Meter – Any device for measuring the quantity of water used as a basis for determining charges for Service to a Customer. A Meter shall be owned and maintained by the Company.

For those customers who own and install sub meters after the company owned meter, the company does not accept any responsibility for the maintenance or accuracy of these meters. They are the responsibility of the property owner.

Meter Vault or Meter Pit – An outdoor vault or pit used to house a water Meter when no suitable location is available within the Premises. Meter Pits and Meter Vaults, including their covers, shall be owned and maintained by the property owner.

Meter Setting – Piping and valve arrangement approved by the company and used for installing a company meter. The meter setting is owned by and the responsibility of the customer to maintain.

Municipally Owned Hydrant- A fire hydrant that is owned by the Town where it is installed and is maintained by the Town itself.

Premises – Shall include, but is not restricted to, the following:

A building or combination of buildings owned or leased by one Customer, in one common enclosure, occupied by one Family as a residence or one corporation or firm as a place of business;

Each unit of a multiple unit house or building with each unit separated by a solid vertical partition wall and occupied by one Family as a residence or one corporation or firm as a place of business;

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;

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 a separate entrance for the occupants of the upper floors;

A combination of buildings owned by one Customer, in one common enclosure, none of the individual buildings of which is adapted to separate ownership;

A public building; and

A single plot, used as a park, recreational area, or for other purposes.

Reasonable Amortization Agreement – A mutually agreed upon promise of a Customer to pay an Account balance over a reasonable period of time.

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

Regulations – The Regulations of Connecticut State Agencies, as amended.

Remote/Radio Reading Device – A remote reading device is installed on the outside of a building or in an accessible area that allows access for meter reading with electronic equipment. A radio device is attached either to the outside of the building or to the meter itself.

Residential Service – Service provided by the Company to a Customer at a place of residence.

RPD (Reduced Pressure Principle Backflow Prevention Device) – A DPH-approved device for preventing back flow, also known as back pressure or back siphonage.

Rules and Regulations – These Aquarion Water Company of Connecticut Rules and Regulations and all subsequent changes in same, or amendments and additions thereto, as approved by the PURA.

Service – The provision of water by the Company to a Customer at rates filed with and approved by the PURA, including, without limitation, Residential Service.

Service Connection – The Service Line from the Main to the Curb Stop, at or adjacent to the street line or the Customer's property line, and such other valves or fittings as the Company may require at or between the Main and the Curb Stop, but excluding the curb box.

Service Line – The pipe that runs between the Main and the Customer's place of consumption, including Fire Service Lines and Combination Service Lines.

Tap – The fittings installed at the Main to which the Service Line is connected.

Termination – The voluntary or involuntary discontinuance of Service to an individual Customer.

Words of the masculine gender mean and include correlative words of the feminine gender, and words importing the singular mean and include the plural and vice versa.

In all definitions, the interpretation of the Company shall govern.

#### **D. PRESSURE**

1. The Company shall provide water pressure at the Main in a pressure range as specified in Section I6-11-95 (2) of the Regulations. Under normal conditions of use

of water the pressure at a customer's service connection shall be not less than 25 p.s.i.g. and not more than 125 p.s.i.g.

2. When the Company provides pressure as specified in 1. above and the Customer desires a higher pressure, the Customer may install and maintain at its own expense a tank or booster pump as approved by the Company.
3. When the Company provides pressure as specified in 1. above, and where the water pressure is greater than the Customer wishes, it is the Customer's responsibility to install the proper regulating device approved by the Company to reduce the pressure to the extent desired.

## **E. APPLICATION FOR SERVICE**

Application for Service shall be made at the office of the Company or by mail, on forms provided for that purpose. Once the applicant is accepted as a Customer, the Customer will be responsible for the payment of all bills until written notice to the contrary is received by the Company. The Company reserves the right to request a deposit on any Account at any time. Deposits may be required based solely on the Company's determination of the customer's credit history.

The Company will not refuse to provide utility service to a residential customer who lacks the financial ability to pay a security deposit as defined under Sec. 16-11-68 Customer Deposits of the Connecticut Agency Regulations of the PURA.

The Customer applying for Service must provide identification in the form of a Social Security number, state-issued identity card or state driver's license. If the Customer does not provide this information, an Account may still be established; provided, however, that if such information is not supplied within 15 days, Service may be terminated.

Customers wishing to establish an account in the name of an LLC must provide a guarantor to insure payment on the account.

Resumption of Service from a Tap or Service Connection which has been shut off at the Main requires a new application from the Customer.

No application for Service will be accepted from a Customer having a Delinquent Account until such Delinquent Account has been paid in full.

The application for Service shall include submission of plans for review by the Company for installation, inspection and testing of backflow prevention devices prior to Service activation.

The application for Service shall, together with these Rules and Regulations and the Regulations, regulate and control Service to the Premises.

In the event of a sale of property which is being provided Service, in order to provide a statement for a property to reflect the amount the seller of the property is responsible for, the Company will estimate the final bill based on historical usage. The Company will require an actual reading of the water meter for any account with two or more consecutive estimated readings prior to the sale date.

The Company will also provide, at the request of the buyer or seller, a final bill based on an actual reading of the meter.

## **F. BILLING, PAYMENT, DEPOSITS & ADJUSTMENTS**

### **1. Billing:**

- a. Once the applicant is accepted as a Customer, the Customer shall be liable for all charges for Service until such Customer's Service has been discontinued by the Company pursuant to instructions from the Customer, or until the Company receives notice of change in ownership or change in lessee, as applicable. The Company reserves its right to require documentation for the purpose of establishing ownership or tenancy.
- b. Lien Rights – The rates and charges of the Company, if not paid when due, shall constitute a lien upon the Premises served and a charge against the owner of the property. In addition, interest may be charged at the rate of 1.5% per month on amounts outstanding after the due date. Property owners must recognize that any unpaid bills for periods where the property is in the landlord's name constitute a lien against the premises served. The landlord is not responsible for any unpaid bills incurred by a tenant in whose name the account has been opened pursuant to a lease agreement. In that situation, the property may not be liened for such tenant's unpaid balance. Notice of delinquency may be placed on the Land Records in the form of a formal lien and foreclosure proceedings may be initiated. It is the property owner's responsibility to notify the Company of the inception and renewal of a lease and/or the termination of occupancy of their property. The Company reserves its right to require documentation for the purpose of establishing ownership or tenancy. The Company must be given access to the property to terminate Service when required.
- c. Bills will be rendered for each Premises monthly or quarterly depending on the nature and location of the Premises and the Service classification.
- d. Interest Fees – All delinquent accounts may be charged a 1.5% interest rate. For monthly customers all bills at 34 days will be charged interest at a rate of 1.5% and every successive 30 days that the amount remains outstanding. For quarterly customers all bills at 64 days will be charged interest at a rate of 1.5% and every successive 30 days that the amount remains outstanding.
- e. Water used for construction purposes, hydrant rigs or tanker trucks will be metered and billed in accordance with the company's approved rates and charges.
- f. Miscellaneous sales are billed as the service is rendered.

### **2. Payments:**

- a. All bills are payable upon Receipt.
- b. Should any bill remain unpaid, the water may be shut off pursuant to Section G. of these Rules and Regulations. Whenever it has been necessary to discontinue Service to any Premises because of a violation of these Rules

and Regulations or non-payment of any bill, the Customer shall, prior to Service being restored, pay all costs incurred by the Company in the disconnecting and reconnecting of Service together with all amounts otherwise due the Company as noticed in the Company's "Termination Notice" to the customer.

3. **Customer Deposits.** The Company may require from any Customer or prospective Customer a deposit to guarantee payment of bills. All tenants are required to pay a deposit, both residential and non-residential. Residential tenant customers are required to pay a deposit based on an amount equivalent to the estimated maximum bill for a 90-day period. In the case of a non-residential customer, the tenant must pay a deposit that is equal to one and one half (1.5) months' usage. An initial deposit of \$100 will be required, which is reviewed for adequacy after the first bill. If usage is less than \$100 for one and one-half (1.5) months, the deposit will be adjusted and the account will be credited. However, if usage is higher, the tenant may receive a request for an additional deposit. If a customer has an excellent credit rating with Aquarion, the security deposit for a new location may be waived. Deposits are subject to simple interest at the legal rates as subscribed under the General Statutes.

**The Company will not refuse to provide utility service to a residential customer who lacks the financial ability to pay a security deposit as defined under Sec. 16-11-68 Customer Deposits of the Connecticut Agency Regulations of the PURA.**

4. **Adjustment of Bills:**

- a. Bills which are incorrect due to Meter or billing errors will be adjusted as follows:

Whenever a Meter in service is tested and found to have over-registered more than two percent (fast Meter), the Company will adjust the Customer's bill for the excess amount paid, as follows:

If the time at which the error first developed or occurred can be definitely determined, the amount of overcharge will be based thereon.

If the time at which the error first developed or occurred cannot be definitely determined, it will be assumed that the over-registration existed for a period equal to one-half of the time since the Meter was last tested. If more than one Customer received Service through the fast Meter during the period for which a refund is due, a refund will be paid to the present Customer only for the time during which such Customer received Service through the Meter.

- b. Billing adjustments due to fast Meters will be calculated on the basis that the Meter accuracy should not exceed more than 102%. For the purpose of billing adjustment, the Meter error will be one-half of the algebraic sum of the error at maximum test flow plus the error at intermediate test flow. For example, if a meter tests at 100% accurate on the maximum flow and 100.4% on the intermediate flow the algebraic sum is 200.4%. One-half of this algebraic sum is 100.2% accuracy which is within the approved limits.



- c. 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.
- d. Whenever a Meter in service is found not to register, the Company may render an estimated bill. The Company will estimate the charge for the water used by averaging the amount registered over a similar period preceding or subsequent to the period of non-registration or for corresponding period in previous years, adjusting for any changes in the Customer's usage. When it is found that the error in a Meter is due to some cause, the date of which can be fixed, the overcharge or the undercharge will be computed back to but not beyond such date.

Whenever a Premises is found to be receiving Service without a Meter, the Company may render an estimated back-bill. The Company will estimate the charge for the water used based on the first 30 days of metered Service and as allowed under Section 16-3-102 of the Connecticut Agency Regulations of the PURA. The Company may issue the back-bill for Service for a period up to one year after the customer receives such service, unless the customer, either alone or with an individual other than an employee of the Company, by an affirmative act, is responsible for the inaccurate billing or fails to provide for reasonable access to the premises where the Company's meter is located by an employee of the Company during business hours for the purpose of reading the meter as allowed under Section 16-259a, Inaccurate Billing, of the Connecticut Agency Regulations of the PURA.

- e. When a Customer has been undercharged as a result of incorrect reading of the Meter, incorrect calculation of the bill or other similar reasons, the amount of the undercharge may be billed to the Customer for a period up to one year as allowed under Section 16-259a, Inaccurate Billing, of the Connecticut Agency Regulations of the PURA.
- f. Aquarion Water of Connecticut Leak Adjustment Policy

There shall be no abatement on the meter service charge, in whole or in part, by reason of the extended absence of the Customer, unless the service has been discontinued at his request. No abatement shall be made for leaks or for water wasted by improper or damaged service pipes or fixtures belonging to the Customer.

If as a result of a bill the customer was not made aware of a hidden leak until receipt of a bill based on an actual reading, the customer may request an adjustment. In the case of an undetectable leak, a **one-time** adjustment may be made under the following conditions.

- 1. To qualify for a leak adjustment the water billed must be three (3) times over the average level of consumption for the same billing periods.
- 2. The leak adjustment would be calculated to adjust the customer's bill by fifty percent (50%) of the excess over the average level of

consumption for the same billing periods, but only if the Customer promptly and properly repairs such leak when detected.

3. The Company may also agree to flexible payment arrangements for the remaining 50% of the excess over said average level of consumption; however, such arrangement shall not exceed one year.

## **G. TERMINATION OF SERVICE**

### **1. Termination Notices**

- a. Notices regarding the shutting off of Service for non-payment of a bill shall:
  - i. be sent via first class mail, in a sealed envelope at least thirteen (13) days prior to the actual shutting off of the Service.
  - ii. contain a statement of (A) the grounds for the proposed Termination, (B) the conditions required to prevent Termination, (C) the date after which Service may be Terminated unless the required conditions are met, and (D) the conditions for restoration of Service if Service is terminated, including but not limited to any reconnection fee or the possibility of the requirement of a deposit.
  - iii. contain a brief explanation of the Customer's rights as provided by the Section 16-3-100 (c) of the Regulations. Such explanation, if to a Residential Account, shall plainly indicate that the Company may not terminate Residential Service to the home of any Customer during such time as any resident therein is seriously ill, if the existence of such serious illness is certified to the Company in accordance with the requirements of Section 16-3-100 (e)(2) of the Regulations no later than thirteen (13) days after the mailing of the termination notice and if the certification is renewed every 15 days if the doctor has not specified the length of the illness. Such serious illness notice shall also plainly indicate that the Company has the right to contest before the PURA the validity of any serious illness certification it might receive.

### **2. Grounds for Termination**

#### **a. Termination Without Notice**

Service may be terminated without notice in the event that the provision of Service would constitute a Condition determined by the Company to be hazardous. A hazardous condition is one that exists at a Customer Premises which could negatively impact the health or safety of Company personnel, Customers or the public via contamination of the drinking water due to cross connection.

#### **b. Termination With Notice.**

Service may be terminated with notice for the reasons listed below:

- i. In the event that the furnishing of Service would be in violation of any orders, ordinances or laws of the federal government or of the State of Connecticut or any political subdivision thereof.
- ii. Where Residential Service is being provided pursuant to a Reasonable Amortization Agreement and the Customer fails to comply with the terms of the Reasonable Amortization Agreement, or to simultaneously keep current the Customer's Account as charges accrue in each subsequent billing period.
- iii. In the event of tampering with wires, pipes, Meters or other Company equipment.
- iv. Fraud or material misrepresentation in obtaining Service from the Company.
- v. Customer use of the Company's equipment in such a manner to adversely affect such equipment or the Company's service to others, after the Customer has first been notified and afforded an opportunity to remedy the interfering influence.
- vi. Violation of or non-compliance with the rules of the Company as filed and approved by the PURA, including but not limited to these Rules and Regulations.
- vii. Failure to provide the Company reasonable access to its equipment, or in the event access thereto is obstructed or hazardous.
- viii. Failure or refusal of the Customer to reimburse the Company for repairs to or loss of Company property on the Customer's property when such repairs are necessitated or loss is occasioned by the intentional or negligent acts of the Customer or his agents.
- ix. 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 obtain Service, or if such equipment or permissions are withdrawn or terminated.
- x. 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.
- xi. Failure of a non-residential Customer to fulfill any other obligation of the Customer's contract with the Company.
- xii. In the event unauthorized unmetered Service or unauthorized metered Service is found to be used.
- xiii. In the event of a person's failure to provide identification in the form of a social security number, state-issued identity card, or driver's license no later than 15 days after opening an Account.

### 3. Grounds for Which Termination is Prohibited

- a. Service to a Customer may not be terminated for any of the following reasons:
- i. Residential Service to the home of any Customer during such time as any resident therein is seriously ill or in a life threatening situation, as certified to the Company by a registered physician in accordance with the procedures prescribed in Section 16-3-100 (e) of the Regulations.
  - ii. During the pending period of any complaint, investigation, hearing or appeal initiated by a Customer under Section 16-3-100(f) or Section 16-3-100(g) of the Regulations, provided that the Customer continues to pay any undisputed bill or portion thereof during the pending period of such complaint, hearing investigation or appeal.
  - iii. In any manner that would violate any provision of the General Statutes.
  - iv. Refusal to reinstate Service to the home of any former Customer if any resident therein becomes seriously ill or a life threatening situation occurs, and as certified to the Company by a registered physician in accordance with the procedures prescribed in Section 16-3-100 (e) of the Regulations.
  - v. Service (or denial of Service) for failure to pay for merchandise purchased from the Company.
  - vi. Service (or denial of Service) for failure to pay for a different type of utility service or for a different class of Service at the same or another location or for repair of Customer owned or rented equipment.
  - vii. Service (or denial of Service) for failure to pay the bill of another Customer as guarantor thereof.
  - viii. Failure to pay an estimated bill unless the Customer refuses to provide access for the reading of the Meter during the Company's normal working day or to provide a Customer reading, except where the Company may estimate the Customer's bill in accordance with Section 16-3-102 or Section 16-11-71 of the Regulations.
  - ix. Service (or denial of Service) for delinquency in payment for Service by a previous occupant of the Premises to be served.
  - x. For any of the reasons set forth in this Section G.4.a., to a Residential Account on a Friday, Saturday, Sunday, state or federal holiday or day before any state or federal holiday or at any time the business offices of the Company are not open to the public or within one hour before the closing of such offices.
  - xi. For any of the reasons set forth in this Section G.4.a., to a Commercial Account or Industrial Account on a Saturday, Sunday, state or federal holiday or day before any state or federal holiday or at any time the business offices of the Company are not open to the public or within one hour before the closing of such offices.

- xii. Because of non-payment of a Delinquent Account for Residential Service, for a period of 90 days, where the person seeking to retain or obtain Service is the unnamed Customer and is divorced or legally separated from or has an annulled marriage from, the named Customer of the Delinquent Account or where an action is pending for a divorce, legal separation, or an annulment of the person from the named Customer of the Delinquent Account, provided that the conditions set forth in Section 16-3-100 (j) (1) of the Regulations have been met.

#### 4. Termination of Service to Tenants

- a. The Company shall not terminate, without first complying with the Regulations and these Rules and Regulations, Residential Service to a Premises where it has actual or constructive knowledge that said Premises has tenants in addition to the Customer to whom Service is billed or members of his/her Family and/or household.
- b. The Company will make a good faith effort prior to 13 days before Termination to notify the occupants of the Premises subject to Termination of their rights to continued Service.
- c. Notification to Tenants.

Notification to tenants shall contain the following:

- i. The date of proposed Termination.
  - ii. If the Premises are individually metered, the right of the tenant to establish Service in his or her own name without liability for the balance owed or a security deposit and the right to deduct his or her payment for such Service from his or her rent.
  - iii. The intent of the Company to request the establishment of a receivership or other arrangement, if the Premises is provided Service via a master Meter.
  - iv. The telephone number and address of the local office of the Company and the telephone number and address of the Consumer Assistance Information Unit of the PURA.
- d. Where Service is provided through a master Meter, the Company may, with the written agreement of all of the occupants, establish Service in the name of the occupants, pursuant to a plan for billing and payment agreeable to all parties. The agreement shall contain the following terms:
    - i. Service shall not be terminated if payment of the agreed share of any of the occupants is received on the Account.
    - ii. The arrangement may be discontinued by the Company thirteen (13) days after written notice of its intent to discontinue the arrangement to all parties.

- iii. Upon written request of any of the occupants of discontinuance of the agreement, the Company shall notify each of the occupants that the agreement shall be discontinued at any time after thirteen (13) days after the mailing date of the notice.
  - e. Termination of Service to tenants shall be governed by the Section 16-3-100 (i) of the Regulations.
5. Theft of Service Fee

In the event Aquarion finds that a customer, whose water service has been terminated for any of the reasons under Section G 2(a) or 2(b) above, has knowingly turned the water back on without authorization by the Company, the customer will be assessed a Theft of Service Charge as approved by the PURA and listed in Aquarion's miscellaneous charges.

## **H. TEMPORARY SERVICE**

1. When the Company renders temporary or intermittent Service to a Customer, it may require that the Customer bear the entire cost of installing and removing the temporary facilities, including but not limited to any metering device, in excess of any salvage realized.
2. When service is provided for a temporary Service, construction or demolition purposes, the Company will require a deposit of \$4,000 in advance to cover the cost of removing and abandoning the facilities in the event the Customer fails to perform the abandonment.

If the temporary service is properly abandoned by the Customer, the Company will return the deposit. Deposits are subject to simple interest at the legal rates as subscribed under the General Statutes.

If the Customer fails to properly perform the abandonment within thirty days of a final meter reading, the Company will properly abandon the service and all costs incurred by the Company will be charged against the deposit. In the event the costs exceed the amount deposited with the Company, the Customer will be responsible to reimburse the Company for these costs. In the event the costs are less than the amount deposited with the Company, the Company will reimburse the Customer the remaining balance.

3. The charge for intermittent Service shall not be less than the applicable minimum charge.

## **I. METERED SERVICE**

1. Obligatory Metered Service. Metered Service is required for all Premises not covered under Section J. of the Rules and Regulations.
2. Charges:
  - a. There is a minimum charge for Service which is determined by the size of the Meter. Water use is charged in accordance with rates filed with and

approved by the PURA. All metered water, whether used or wasted, shall be paid for by the Customer.

- b. If the Company cannot obtain an actual Meter reading, the water charge for the current billing period will be estimated.

In the event that the Company must issue an estimated bill to a customer for two consecutive billing periods, the company shall send to the customer through the mail, a notice which bears the legend "IMPORTANT NOTICE" and which informs the customer that it is imperative that the company obtain an actual reading in order to prevent error and hardship. The notice shall inform the customer of the next scheduled visit by a company representative in order to allow the customer to make arrangements for a company reading, if the customer chooses, or to allow the customer to make a customer reading on the same date.

- 3. **Conjunctive Billing.** When a Premises is provided Service by more than one Meter, the water charge will be calculated at the rate applicable to the total combined water use shown by all the Meters serving the Premises, except that the minimum charge will be applicable to each Meter.

- 4. **Installation of Meters and Meter Vaults:**

All new construction will require that a meter be installed at the time that the service connection is made to the main.

- a. The Meter and any associated reading devices are the property of the Company and will be furnished and installed without charge to the Customer unless it is to be used for temporary or intermittent Service. All Meters installed for new and existing Residential Service or Commercial Service shall be the automated reading type equipped with a Radio Reading Device attached to the exterior

of the house or building and connected to the register by a multiple conductor cable or a Radio Reading Device attached directly to the meter. The Company will determine the appropriate size, type and number of Meters for each Premise. Separate Premises will be separately metered and billed. The Company will not furnish or maintain Meters for more than one measurement of water for a single Premises.

- b. Meter Pits or Meter Vaults, including the Meter Vault cover, become the property of the Customer upon installation, and the Customer is responsible for maintenance and repair of the Meter Vaults as needed from time to time. Meter Pits or Meter Vaults should be kept free of debris, which will help prevent the Meter from freezing or being otherwise damaged.

- 5. **Location of Meters.** The Company shall determine the location of Meters; all meters must be installed at the time the service is connected to the main.

- a. **Single Family Residential Construction.** All meters must be installed in a Company approved meter pit. Any inside meter installation must be approved by the company prior to the service being connected to the main. Meters installed inside a building must be installed in a suitable location which will

provide adequate protection against freezing or other damage and ready access for testing and reading. Each inside meter 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.

**b. Multi Family Residential Construction.**

For multi family construction with less than six (6) individual living units, the Company will require an individual metered connection for each unit. The Company will allow the applicant to install one service connection to the main and manifold the individual unit connections to facilitate construction. The Company will size the service to insure proper service to each living unit. The Company will allow the following meter installation methods:

**Inside Meter Installation.** For meters installed inside of the premise, a separate meter room with outside access and key must be provided to the Company. Each individual meter must be installed with a locking style meter horn as approved by the Company. All meters must be installed in a suitable location which will provide adequate protection against freezing or other damage. Each inside meter 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.

**Outside Meter Installation.** All meters installed outside of the premises must be installed in a Company approved meter pit. Each individual living unit will have a dedicated meter pit setting.

For multi family construction greater than six (6) individual living units and due to construction constraints, the Company will allow the installation of one (1) metered connection to service the premises:

**Inside Meter Installation.** For meters installed inside of the premise, a separate meter room with outside access and key must be provided to the Company. All meters must be installed in a suitable location which will provide adequate protection against freezing or other damage. Each inside meter 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.

**Outside Meter Installation.** All meters, installed outside of the premises must be installed in a Company approved meter pit.

When it is determined by the Company that the required meter size is greater than 2", the customer will be required to install the meter with a inside meter setting only in order to comply with Confined Space Regulations.

**c. Commercial Construction.**

For commercial construction, the following criteria will apply:

**Inside Meter Installation.** For meters installed inside of the premise, a separate meter room with outside access and key must be provided to the Company. All meters must be installed in a suitable location



which will provide adequate protection against freezing or other damage. Each inside meter 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.

**Outside Meter Installation.** All meters installed outside of the premises must be installed in a Company approved meter pit.

When it is determined by the Company that the required meter size is greater than 2", the customer will be required to install the meter with a inside meter setting only in order to comply with Confined Space Regulations.

- d. **Industrial Construction.** For industrial construction, meters must be installed inside of the building in a separate meter room with outside access and key must be provided to the Company. All meters must be installed in a suitable location which will provide adequate protection against freezing or other damage. Each inside meter 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.
- e. **Service Reuse.** In the event that an existing service connection and meter is to be reused due to a change in the original use of the property, the customer must apply to the Company for approval. The Company will evaluate the change in use and apply the appropriate metering requirements.
- f. If the Company determines that no suitable inside location can be made available, or if there is no existing structure to provide said suitable location at the time that the service connection to the main is installed, it will require that the meter be installed outside in a Meter Vault or a Company-approved above-ground enclosure, located and built in accordance with the Company's specifications at the Customer's expense.
- g. When a Premises is supplied by a Service Line judged by the Company to be unusually long, over 100 feet, the meter be installed outside in a Meter Vault or a Company-approved above-ground enclosure, located and built in accordance with the Company's specifications at the Customer's expense.

6. Damage to Meters.

The Customer shall be responsible for the Meter installed at a customer premise indoors or in a meter pit and shall provide for proper protection of the Meter against freezing, damage by hot water, and damage or loss by any other means. The repair of damaged Meters shall be done by the Company, and the Customer shall assume the costs of such repairs, or if necessary, the replacement of the Meter.

7. Accuracy of Meters.

- a. All Meters will be tested for accuracy before installation and periodically thereafter. No Meter will be placed or kept in service unless it registers within the limits of accuracy specified by the PURA.
- b. Upon written request of a Customer, the Company will test the accuracy of a Meter, without charge to the Customer, in use at the Customer's Premises

provided the Meter has not been tested by the Company within one year prior to such request and provided further that the Customer shall agree to abide by the results of such test as the basis for any adjustment of disputed charges. Upon receipt of such request, the Company shall notify the Customer in writing within one week of the request that such Customer or his or her authorized representative may be present at the Meter test. The Company will supply a written report of the test to the Customer.

- c. The provisions of this Section do not apply to Fire Service Line Meters owned by the Customer.

8. Tampering with Meters.

Meters shall not be opened, adjusted, removed, have devices attached, or interfered with in any way, by the Customer or his agent.

9. Vacancy of a Tenant Occupied Property.

In the event of a vacancy in a rented property, an owner may retain responsibility for the water bill at his rental property or have the new tenant contact the Company to establish service. The premise must have one meter and one curb valve supplying one residential residence.

In order to transfer billing to a new tenant and put the account in the name of the tenant, the tenant must complete an application for water utility service (available on the AWC website: [www.aquarionwater.com](http://www.aquarionwater.com)) . Applications for water service must be for a period of a minimum of six months and must be mailed to the Company along with an accompanying deposit. The application must be received before the start of the lease period in order to transfer billing to a tenant.

At the termination of the lease, the tenant will be final billed and the account put into the name of the owner. A letter will be mailed to the owner notifying him of the change and allowing him two weeks' notice in which he may contact the Company to have the service shut-off at no cost to the owner. At the time service is restored to the premise, the party requesting service will be billed the "turn-on at curb fee" in accordance with the Company's tariff schedule.

10. Vacancy of an Owner Occupied Property.

In the event of a vacancy in an owner occupied property, the owner has the option of either:

- a. Paying minimum quarterly charge; or
- b. Turning off the service at the curb and paying for the turn-on at curb fee when service is restored.

11. Abandoned Property

A minimum service charge will be billed unless the Service is shut at the curb box.

12. Theft of Service Fee – In the event Aquarion finds that a customer is receiving water service without a meter, the customer will be notified to install a meter and remedy

the situation. If the customer does not allow Aquarion personnel access to the property to install a meter, the customer will be assessed a Theft of Service Charge as approved by the PURA and listed in Aquarion's miscellaneous charges. In addition, a customer who knowingly and with purpose alters Aquarion Water Company's infrastructure in order to receive water without payment will be assessed the Theft of Service Charge.

13. Manual Meter Reading Fee – In the event a customer refuses to allow the installation of a meter equipped with a Radio Reading Device or requests that the Company install a manually read meter, the Company will do so and assess the customer a Manual Meter Reading Fee based on the Customers monthly or quarterly billing schedule.

## **J. FLAT RATE SERVICE**

1. Limits of Service.

Flat Rate Service is no longer available to new Residential Accounts/Premises except in systems where only Flat Rate Service is available. Flat Rate Service is available to existing or acquired Accounts if Flat Rate Service presently exists for those Accounts and if the Company determines that converting to Metered Service is not practical or feasible. The Company reserves the right to convert Flat Rate Service to Metered Service at any time.

2. Establishment of the Rate.

- a. The flat rate is the sum of specific charges for all fixtures serving the Premises. To establish the rate, a properly identified Company representative will inspect the Customer's Premises from time to time. The Customer agrees to provide permission for such inspections.
- b. A minimum charge will apply to each flat rate Account in accordance with the current PURA-approved rate schedule.

3. Limits on Water Use.

- a. Flat Rate Customers Agree:
  - i. To notify the Company of any changes or addition in fixtures, or in their use at the time the change is made. Consequent modifications in the rate, if any, will be pro-rated from the date of change. In this connection, no fixture is to be considered as discontinued until it has been disconnected.
  - ii. To maintain their plumbing and Service Line in good repair, and to make repairs promptly.
  - iii. Not to waste water.

4. Hose Use.

Hose use is covered under the charge for faucets, sill cocks, yard hydrants or other outside connections. The charge for the first faucet, hillock, or yard hydrant is

based upon the frontage of the property, in accordance with the rate schedule. For each additional such fixture, there is a supplemental charge.

## **K. ACCESS TO CUSTOMER'S PROPERTY**

1. As a condition to continuing Service, the Customer agrees that the Company has the right of access during normal business hours to the Customer's Premises for the following purposes:
  - a. To inspect for possible cross-connections between the Customer's equipment and facilities and the public water supply and to test the proper functioning of backflow prevention devices and for any other condition which might be hazardous or detrimental to its equipment or service to others or to meet the requirements of Section I9-I3-B102 of the Regulations;
  - b. To read, inspect, repair, replace, or alter Meters and accessory equipment;  
or
  - c. To verify number of, condition of, and elimination of fixtures in a Premises on a flat rate.
2. The Customer agrees to provide such access by employees of the Company who have displayed proper identification.
3. **Missed Appointment Credit to Customers.** Aquarion is committed to providing on-time appointments and will meet the agreed-upon appointment time set with our customer or automatically credit the customer's account with a "missed appointment" fee as stated in Aquarion's miscellaneous charges when (a) the customer has scheduled the appointment at least 48 business hours prior to the date of the appointment; (b) the service person does not arrive for the appointment within the prescribed 4-hour appointment window; and (c) the service person or other company delegate does not call in advance of the 4-hour appointment window to cancel or reschedule the appointment.

**Missed Appointment Fee to Customers.** A customer who schedules an appointment will be charged a "missed appointment" fee as stated in Aquarion's miscellaneous charges when (a) the customer has scheduled the appointment at least 48 business hours prior to the date of the appointment; (b) the service person has arrived on-time during the 4-hour appointment window; (c) the customer is not home when the service person arrives, or the service person is otherwise denied access; and (d) the customer has not called the Company in advance of the 4-hour appointment window.

## **L. SERVICE LINE**

1. Taps

The Tap is the property of the Company and will be installed by the Company at the Customer's expense, the charge determined by its size and the status of the Main to which it is to be connected. The Company will determine the size of the Tap on the basis of a Customer's estimated water use.

## 2. Tap Shut-Offs

When a Premises is to be abandoned or demolished or a Service Line is to be abandoned, the Customer agrees to notify the Company promptly and to close the Tap at the Customer's expense. The Customer must notify the Company to shut the Tap. Should the Customer fail to complete such work promptly, it will be done by the Company at the Customer's expense.

## 3. Service Connections

- a. Customer Service Lines, including the curb box, are owned and maintained by the property owner. Any repairs will be at expense of the property owner.
- b. All Service Connections shall have a curb valve, which is owned by the Company, and is accessible by means of a curb box which is owned by the customer, located at or near the property line. Combination Service Lines shall have individual curb valves for both the fire and domestic, commercial or industrial connection located at or near the property line. Any repairs will be at the expense of the property owner.
- c. The Company owns and is responsible for the maintenance and repair to all Service Connections, which is the portion of the service line from the tap in the main up to and including the curb valve.
- d. The Customer or other applicant shall pay the full cost of a new Service Connection including all excavation, backfill, removal and replacement of paving, walks, curbs, etc., when such connection is made to a Main subject to an Extension Contract.
- e. The Company will bear the cost of a new Service Connection made to a Main not subject to a Main Extension Contract, except that the cost of excavation, backfill, removal and replacement of paving, walks, curbs, etc., shall be borne by the Customer or other applicant. The Company may also charge a fee for the Tap.
- f. All excavation, backfill, removal and replacement of paving, walks, curbs, etc., shall be done in accordance with the Company's specifications, and in conformity with all applicable State and municipal regulations.
- g. Replacements: The Company will determine if it is necessary to replace a Service Connection. Such replacements will be furnished, installed, owned and maintained by the Company at its expense including the cost of excavation, backfill, removal and replacement of paving, walks, curbs, etc.

## 4. Service Lines

- a. It is the Customer's responsibility to furnish, install, own and maintain at his own expense the necessary curb box and Service Line from the Curb Stop to the Premises in accordance with the requirements of the Company. Any repairs will be at the expense of the property owner. A curb box meeting the specifications of the Company shall be installed at each Curb Stop.

- b. No new Service Line shall serve more than one Premises without the approval of the Company in advance.
- c. Where approval has been granted for two or more Service Lines to supply the same Premises, and the Service Lines are interconnected, the Customer must furnish, install and maintain a check valve on each line.
  - i. Each residential Service Line must have a Main valve (cellar valve or house valve) and each commercial or industrial Customer must have a full valve (gate valve or ball valve) immediately inside the cellar (if any) or foundation wall. The Company reserves the right to specify the location of any valve in order to ensure accessibility in case of an emergency.
  - ii. The Main valve and the backwater valve (valve after Meter) in addition to the adjacent piping in the vicinity of the Meter to the Premises shall be installed, owned and maintained by the Customer in good condition to permit operation of the valve in an emergency and to enable the Company to change Meters installed inside the Premises.
- d. Enlargements:
  - i. When a request is made for an enlargement of an existing Service Connection and the Company determines that the existing Service Connection is not in need of replacement, the Company may allow such enlargement to be made at the sole expense of the Customer.
  - ii. The existing Tap shall be shut off in accordance with the provisions of Subsection L.2. of these Rules and Regulations.
- e. Applications:
  - i. Service Connections 2" or less in Diameter

All applications for Service Connections 2" or less in diameter shall be made to the Company by the owner of the Premises to be supplied or by his authorized agent who may be his plumber. These applications must be made, and all necessary charges paid, at least five (5) days, excluding weekends and holidays, prior to the desired time of installation. The owner or his agent must make arrangements with the Company for scheduling the time of the installation of the Service Connection at least one week in advance of the desired date. These arrangements should be completed and confirmed before any excavation work is started. The Customer or other applicant directly or through his agent agrees to take water from the Company subject to the Rules and Regulations.
  - ii. Service Connections over 2" in Diameter

Application for Service Connections larger than 2" in diameter shall be made to the Company. Such requests shall include a sketch showing the desired size and location. The Customer or other applicant shall, if requested by the Company, furnish his estimated requirement as to fire

flow, pressure, rate of consumption and such other pertinent data that will assist the Company in determining the adequacy of the size. The Company will furnish an estimate of the applicable charge for each Service Connection larger than 2" in diameter, and will schedule the installation upon receipt of payment of the estimated cost by the Customer or other applicant. Charges for such connection will be based on the actual cost.

- f. The Company will determine the size of the Service Connection on the basis of estimated water use.

## 5. Service Connection to Vacant Land

Without express approval of the Company, a Service Connection will not be made where there is no Premises or structure on the property.

## 6. Standards for Service Line Installation

### a. Depth

Service Line shall be installed at a minimum depth of 4-1/2 feet or to a depth below the frost line if the frost can penetrate to deeper than 4-1/2 feet.

### b. Location

- i. Service Line shall run at right angles to the Main in a straight line to the Premises to be served. The pipe shall not cross property which it does not serve nor be installed under a driveway. The approval of the Company shall be secured as to the proper location for the Service Line. Any exceptions to these requirements must comply with Section 16-11-64, Location of Service Pipe, of the Connecticut Agency Regulations of the PURA.
- ii. The Customer is urged to obtain the Company's recommendation for the proper Customer Service Line size which shall in no case be less than 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.

### c. Materials

- i. Service Line shall be of copper, cement-lined ductile iron, or other Company-approved material.
- ii. Copper shall be cold drawn or soft annealed, seamless copper type "K" which meets A.S.T.M. standard specifications for Lake copper B4-27 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.
- iii. Cement-lined ductile iron must meet American Water Works Association specifications for this use.

- iv. No other material may be used without the specific approval of the Company.
- d. Trenching
  - i. Service Line may be laid in the same trench with other underground utility facilities except oil or sewer pipes, provided twelve inches separation, in a horizontal plane, shall be maintained and provided such arrangements shall be mutually acceptable to the Customer and the Company. In order to avoid possible damage, the Customer or his agent performing the excavation for a new or renewed Service must notify the Company and any other companies or other agencies having sub-surface rights prior to commencement of work.
  - ii. The ditch underneath, around and over the pipe shall be backfilled with good material thoroughly tamped to secure a firm support. To disclose any settling of the backfill which may need correcting, newly filled ditches shall be re-inspected at intervals.

## 7. Inspection

The Customer Service Line must be left uncovered until inspected by a Company representative. The Service Connection to the Company Main will not be made until such inspection has been performed, a meter installed and the Service Line approved. Final approval of the Customer Service Line may be subject to a satisfactory hydrostatic test. A tamper proof lock will be installed in each curb valve at the time of Tap installation and will be removed by the Company at the time the service trench is inspected. The Company requests two (2) working days notice to schedule trench inspection and/or lock removal.

## **M. FROZEN SERVICE/METER**

Charges for thawing of frozen services shall be paid for by the party owning the service. Where the main to inside the cellar wall is in part owned by the Company and in part owned by the Customer, the Company shall thaw out the frozen service, and one-half the cost shall be paid by the Customer.

If a meter installed at a customer premise indoors or in a meter pit should become damaged due to freezing or other customer negligence, the company shall repair and replace the meter and bill the customer for the repair or replacement of the Company meter under the approved rate.

## **N. RESPONSIBILITY FOR LEAKS AND REPAIRS**

The Customer is responsible for repairing all leaks and for all other repairs, renovations and maintenance to all Customer-owned pipe, fixtures and equipment. If a leak develops in a Customer Service Line or a Customer-owned Service Connection, the Customer shall repair it within 7 (seven) days' notification by the Company by telephone, in-person or in writing to the Customer. If such repair work is not completed within such period, the Company will discontinue Service until the leak is repaired.

## **O. CUSTOMER'S PLUMBING STANDARDS**



1. The plumbing in all Premises served by the Company must conform to all applicable State and municipal regulations.
2. Where a standpipe, tank or cistern is used, it shall:
  - a. Be constructed to protect the water from pollution;
  - b. Conform to the provisions of Regulation 119 of the Sanitary Code of the State of Connecticut, and to all other applicable regulations;
  - c. Provide means of access for annual inspection;
  - d. Be equipped with an adequate drain; and
  - e. Be equipped with an air gap or an approved backflow prevention device.
3. The Customer should be careful when opening a valve to let water through a Service Line. The valve should be opened gradually and a convenient faucet on the outlet side of the Service Line should be left open to allow air to escape.
4. Any device required for the regulation of pressure at the Customer's Premises shall be approved by the Company and shall be furnished, installed, owned and maintained by the Customer at his own expense.

## **P. SANITARY REGULATIONS, WATER**

The Customer must comply with all sanitary regulations in the construction and use of his water pipes, fixtures and equipment.

For Sanitary Regulations, see Public Health Code of State of Connecticut and all other applicable State and Municipal Regulations.

## **Q. FIRE SERVICE - PRIVATE**

1. Installation

Private Fire Service Lines, Private Fire Hydrants or Fire Sprinkler Systems will be installed in accordance with all State, municipal, Company and other applicable regulations covering Service Lines.
2. Meters and Reduced Pressure Devices (RPD)
  - a. All sprinkler systems and private Fire Service Lines shall be subject to current DPH and Company regulations concerning cross connections and backflow prevention. An RPD shall be installed on each Service that falls under these regulations.
  - b. Meters and RPD approved by the DPH and the Company for private Fire Service Lines shall be furnished by and installed at the expense of the property owner.
  - c. Fire Meters owned by the Customer will be tested and maintained by the Customer at his expense in accordance with the Company's requirements.

3. Access

Company representatives shall be granted access to fire Meters and alarm systems at all times.

4. Use

No person shall take water from any private fire hydrant, hose plug, sprinkler system, or Fire Service Line except for testing or in case of fire. In the event Aquarion finds that a customer is taking water from a private fire hydrant, hose plug, sprinkler system, or Fire Service Line for any purpose other than for testing or in the case of a fire, the customer will be assessed a Theft of Service Charge as approved by the PURA and listed in Aquarion's miscellaneous charges.

5. Abandonment

The customer shall provide the company with approval from the local fire marshal and a letter from their insurance carrier acknowledging that the fire service is being abandoned or disconnected before a customer's request for discontinuance of a private fire service can be processed by the company. The customer is responsible for billings until terminated.

6. Anti-Freeze Solutions

For sprinkler systems supplied with water by the Company, the use of antifreeze solutions other than water solutions of pure glycerin (C.P. or U.S.P. 96.5% Grade) or propylene glycol (U.S.P. Grade) is prohibited. The use of antifreeze solutions must conform to any applicable State or local health regulations.

7. Charges - Private Fire Service Lines and Combination Service Lines

- a. An annual charge will be made for each private Fire Service Line based on the size of the Service Line at the Main.
- b. An annual charge will be made for each Combination Service Line based on the size of the Service Line at the first Fire Service Line.
- c. The above annual charges are payable in equal quarterly or monthly installments.

**R. FIRE SERVICE - PUBLIC**

1. Charges - Inch-Feet

Each municipality served by the Company shall be charged annually for fire protection on the basis of the inch-feet of pipe in service on December 31 of the preceding year. The calculation of pipe in service shall be based on all pipe 6 inches and larger in diameter. This annual charge is payable in equal monthly or quarterly installments.

2. Charges - Hydrants

Each municipality also shall be charged annually for each public hydrant owned by the Company within the limits of the municipality as of December 31 of the preceding year. This annual charge is payable in equal monthly or quarterly installments.

### 3. Private Charges for Public Service

In areas where the municipality does not accept such charges for public fire service, the Customers covered by the service must pay the charges.

### 4. Repairs

- a. Hydrants owned by the municipality will be repaired by the Company at the municipality's expense upon written order from the appropriate municipal authority.
- b. Hydrants owned by the Company will be maintained by the Company at its expense.

### 5. Unauthorized Use

No water shall be taken from a public hydrant except for fire purposes, unless authorized by the Company in writing. Persons using water without permission of the Company shall be prosecuted to the full extent of the law. In the event Aquarion finds that a customer is taking water from a public fire hydrant, except as authorized by the Company, the customer will be assessed a Theft of Service Charge as approved by the PURA and listed in Aquarion's miscellaneous charges.

### 6. Fire Training/Equipment Testing

Fire departments desiring to use water from hydrants for training or equipment testing or for any other purpose except extinguishing fires must notify the company in advance.

## **S. INTERFERENCE WITH OPERATIONS**

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

## **T. SPECIAL REQUIREMENTS**

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

## **U. LOW PRESSURE**

A Low Pressure Service Agreement will be required of an applicant when in the opinion of the Company the Premises to be served is at such an elevation that normally satisfactory

minimum average water pressure may not be available. Under a Low Pressure Service Agreement, the applicant agrees to accept Service furnished under such pressures as may be available. For further information see Addendum I.

## **V. HIGH PRESSURE**

A High Pressure Service Agreement will be required of an applicant when in the opinion of the Company the Premises to be served is at such location that the pressure might be higher than 125 PSI. Under a High Pressure Service Agreement, the applicant agrees to accept Service furnished under the available conditions. For further information see Addendum II.

## **W. COMPANY RESPONSIBILITIES**

1. The Company undertakes to supply its Customers with water which meets the requirements of the DPH, and which has such physical and chemical properties as to make it acceptable for domestic use. However, the Company does not undertake to render any special service, to maintain any fixed pressure, or to deliver any fixed quantity of water or special quality water.
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 the direct result of the Company's negligence, or which, despite being known to the Customer, was not reported to the Company by such Customer in time to avoid such damage.
3. No agent or employee of the Company shall have authority to bind the Company by any promise, agreement or representation not provided for in these Rules and Regulations.
4. From time to time the Company may temporarily discontinue Service to flush its Mains or to make necessary repairs or alterations. In such an event, the Company will make every reasonable effort to notify its Customers in advance of such interruption.
5. The Company will notify the Department of all planned or unplanned outages of 4 hours or more. The Company is required to provide written confirmation of all unplanned outages of 4 hours or more. In the event of an unplanned outage of less than 4 hours, the Company will advise the Department by e-mail of the outage as a courtesy.

## **X. CONSERVATION OF WATER**

1. The Company maintains a water conservation plan in compliance with the Regulations concerning water conservation.
2. The Company may restrict the use of water by any Customer or class of Customers when in the Company's judgment such restriction is in the public interest.
3. A Customer shall repair or alter his Service Line, plumbing system or water using equipment when, in the Company's opinion, the Customer's installation operates wastefully.

## **Y. WATER MAIN EXTENSION**

The Company has adopted specific contract documents which govern Main extensions. For further information, please see Addendum III.

## **Z. CROSS CONNECTION REGULATIONS**

1. Section 19-13-B37 of the Regulations - Cross Connections Between Water Supplies Prohibited

No physical connection between the distribution system of a public potable water supply and that of any other water supply shall be permitted, unless such other water supply is of safe sanitary quality and the interconnection of both supplies is approved by the State Department of Public Health. No officer, board, corporation or other person or group of persons, owning or having the management or control of any potable water supply furnished to any municipality or water district, shall supply water to any person, firm or corporation who maintains such connection or is not in compliance with Section 19-13-B38a of the Regulations of Connecticut State Agencies. Upon written order by the local health department or the Department of Public Health, an officer, board, corporation or other person or group of persons, owning, managing or controlling any public water system shall terminate existing water service to a site where any person, firm or corporation either maintains such connection or is not in compliance with Section 19-13-B38a of the Regulations of Connecticut State Agencies.

2. Categories of Concern – Swimming Pools and Tanks

### **Well Connections**

1. A new service will be connected to property with an existing well service under the following conditions:

- a. The permanent abandonment of the existing well by removing of the pump, electrical systems and closure of the well with a bentonite type solution.
- b. Provide AWC a copy of the well abandonment permit from the applicable service town or city.

2. In the event the existing well owner request permission to maintain the existing well, the owner must perform the following:

- a. Obtain permission from both the local health department and the State Department of Public Health authorizing the well to be used on the property. File proof of approval with AWC.
- b. Once approval is received from the local and state health departments the well must be physically removed from connection to the internal plumbing lines by means of an air gap and an approved cross connection device must be installed on the main line entering the property from the AWC's distribution system.

- c. The customer agrees to provide access to AWC cross connection inspectors annually for the purpose of testing the cross connection device as required by the State Department of Public Health. The customer will be responsible for all costs associated with the annual inspection and testing.
- d. Failure to comply with these regulations can result in termination of water service as approved by the Department of Public Health.

### Swimming Pools and Tanks

Piping systems supplying swimming pools or other receptacles, shall be so arranged as to preclude water from re-entering the distribution system by siphonage or other means, and shall in each case be approved by the Company. In general, an air gap shall be provided so that the feed pipe discharge is well above the highest possible water level in the receptacle.

### 3. Plumbing Regulations

The plumbing on all Premises supplied from the Company's system shall conform with the State of Connecticut and municipal public health codes.

- 4. The Company is required to inspect all commercial, industrial, public authority, and residential sites where the potential for cross connections exist. Customer sites requiring cross connection inspections will be subject to the inspection and testing charge prescribed in our approved miscellaneous charges.
- 5. Conn. Agencies Regs. §19-13-B38a.(f)(6) requires homeowners to inform the public water system of any testable backflow prevention devices prior to installation of any of those devices.
- 6. State regulations administered by the DPH finds that Conn. Agencies Regs. § 19-13-B102(f)(2) requires a public water system, such as the Company, perform inspections at premises where irrigation systems are known to exist. This backflow inspection is performed by the Company, and any required testing of a backflow prevention device will be subject to the charge prescribed in our approved miscellaneous charges.
- 7. The Company is required to ensure that all cross connection prevention devices have passed the required tests.
- 8. The Company reserves the right to terminate Service to Customers who do not provide access for inspection and testing, fail to correct cross connection violations, fail to repair backflow prevention devices or fail to pay for testing or repair services rendered.

## ADDENDUM I

### LIMITED SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, located at \_\_\_\_\_, \_\_\_\_\_ acting herein by \_\_\_\_\_, hereunto duly authorized (the "Applicant"), and owner of a certain parcel of land situated in the Town of \_\_\_\_\_, County of \_\_\_\_\_ and State of Connecticut, and described as follows (the "Premises"):

DESCRIPTION: \_\_\_\_\_

and AQUARION WATER COMPANY OF CONNECTICUT, a corporation specially chartered by the General Assembly of the State of Connecticut, and located in the City of Bridgeport, in the County of Fairfield, in said State (the "Company").

WHEREAS, Applicant has applied to the Company for water service and has entered into an agreement with Company to furnish water service to the Premises, and

WHEREAS, Applicant has been advised by the Company and acknowledges that the Premises are at such an elevation that normally satisfactory minimum average water pressure may not be available for supply by the Company to said premises, and

WHEREAS, Applicant agrees to file and record a copy of this fully executed Agreement in the Office of the City or Town Clerk to be attached to the property deed.

NOW, THEREFORE, Applicant, for itself and for its heirs, successors, and assigns, hereby agrees (i) to accept water service from the Company furnished under such water pressure, whether satisfactory or not, as may be made available at the Premises by the Company, (ii) should such system be determined by Applicant to be necessary and/or convenient for the Premises, to furnish, install, operate and maintain Applicant's own booster pumping system, to be located after the Company's water meter, in order to increase water pressure to the Premises, (iii) should such system be determined by Applicant to be necessary and/or convenient for the Premises, to furnish, install, operate and maintain an appropriate backflow prevention device and low pressure shutoff, (iv) to accept full responsibility for taking such action as may be necessary to increase water pressure at the Premises to an acceptable operating pressure and (v) to release the Company from any liability which may hereafter result from the provision by the Company of water service to the Premises at water pressures which may be less than normally satisfactory minimum average water pressure.

IT IS UNDERSTOOD that service under this agreement is subject to and governed by the prevailing rules, regulations, and rates of the Company.

In the presence of:

WITNESS:

AQUARION WATER COMPANY OF CONNECTICUT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By

\_\_\_\_\_  
GEORGE S. LOGAN  
DIRECTOR – ENGINEERING & PLANNING

WITNESS:

APPLICANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF CONNECTICUT )

)

ss. Bridgeport

20\_\_

COUNTY OF FAIRFIELD )

)

Personally appeared, GEORGE LOGAN, DIRECTOR – ENGINEERING & PLANNING,  
\_\_\_\_\_  
AQUARION WATER COMPANY  
OF CONNECTICUT, signer and sealer of the foregoing instrument, and acknowledged the  
same to be the free act and deed of said Company and his free act and deed as such  
officer thereof, before me.

(Notarial Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_



STATE OF CONNECTICUT     )  
  )  
COUNTY OF FAIRFIELD     )     ss. \_\_\_\_\_     20\_\_

Personally appeared, \_\_\_\_\_, signer and sealer of the foregoing instrument, and acknowledged the same to be his or her free act and deed before me.

(Notarial Seal)

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

(Corporate Acknowledgement)

STATE OF CONNECTICUT     )  
  )  
COUNTY OF FAIRFIELD     )     ss. \_\_\_\_\_     20\_\_

Personally appeared, \_\_\_\_\_, signer and sealer of the foregoing instrument, and acknowledged the same to be his or her free act and deed of said corporation and his or her free act and deed as such officer thereof, before me.

(Notarial Seal)

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

## ADDENDUM II

### HIGH SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, located at \_\_\_\_\_, \_\_\_\_\_ acting herein by \_\_\_\_\_, hereunto duly authorized (the "Applicant"), and owner of a certain parcel of land situated in the Town of \_\_\_\_\_, County of \_\_\_\_\_ and State of Connecticut and described as follows (the "Premises"):

DESCRIPTION: \_\_\_\_\_

and AQUARION WATER COMPANY OF CONNECTICUT, a corporation specially chartered by the General Assembly of the State of Connecticut, and located in the City of Bridgeport, in the County of Fairfield, in said State (the "Company").

WHEREAS, Applicant has applied to the Company for water service and has entered into an agreement with Company to furnish water service to the Premises, and

WHEREAS, Applicant has been advised by the Company and acknowledges that the Premises are at such an elevation that water service provided to the Premises by the Company will be at a water pressure which may exceed 125 PSI, and that such pressure may cause damage to and may result in rupture of the external service line and internal plumbing fixtures and equipment at the Premises, and that such rupture may result in flooding and general water damage at the Premises, and

WHEREAS, Applicant agrees to file and record a copy of this fully executed Agreement in the Office of the City or Town Clerk to be attached to the property deed.

NOW, THEREFORE, Applicant, for itself and for its heirs, successors, and assigns, hereby agrees (i) to accept water service from the Company furnished under such water pressure as may be made available at the Premises, (ii) to furnish, install, operate and maintain Applicant's own PRESSURE REDUCING SYSTEM, to be located between the curb valve for the Premises and Company's water meter, (iii) to accept full responsibility for taking such action as may be necessary to decrease water pressure at the Premises to a safe operating pressure, and (iv) to release the Company from any liability which may hereafter result from the provision by the Company of water service to the Premises at water pressures which may be in excess of 125 PSI.

IT IS UNDERSTOOD that service under this agreement is subject to and governed by the prevailing rules, regulations, and rates of the Company.

In the presence of:

WITNESS:

AQUARION WATER COMPANY OF CONNECTICUT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By

\_\_\_\_\_  
GEORGE S. LOGAN  
DIRECTOR – ENGINEERING & PLANNING

WITNESS:

APPLICANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF CONNECTICUT     )  
  )  
COUNTY OF FAIRFIELD     )

ss. Bridgeport

20\_\_

Personally appeared, GEORGE S. LOGAN, DIRECTOR – ENGINEERING & PLANNING,  
- \_\_\_\_\_ AQUARION WATER  
COMPANY OF CONNECTICUT, signer and sealer of the foregoing instrument, and  
acknowledged the same to be the free act and deed of said Company and his free act and  
deed as such officer thereof, before me.

(Notarial Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF CONNECTICUT     )  
  )  
COUNTY OF FAIRFIELD     )     ss. \_\_\_\_\_     20\_\_

Personally appeared, \_\_\_\_\_, signer and sealer of the foregoing instrument, and acknowledged the same to be his or her free act and deed before me.

(Notarial Seal)

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

(Corporate Acknowledgement)

STATE OF CONNECTICUT     )  
  )  
COUNTY OF FAIRFIELD     )     ss. \_\_\_\_\_     20\_\_

Personally appeared, \_\_\_\_\_, signer and sealer of the foregoing instrument, and acknowledged the same to be his or her free act and deed of said corporation and his or her free act and deed as such officer thereof, before me.

(Notarial Seal)

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

## ADDENDUM III

### Deposit Contract

#### AQUARION WATER COMPANY OF CONNECTICUT DEPOSIT CONTRACT FOR WATER MAIN EXTENSION

THIS AGREEMENT ("Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between AQUARION WATER COMPANY OF CONNECTICUT, a corporation specially chartered by the General Assembly of the State of Connecticut, and located in the City of Bridgeport, in the County of Fairfield, in said State (the "Company"), and \_\_\_\_\_, located at \_\_\_\_\_, \_\_\_\_\_ acting herein by \_\_\_\_\_, hereunto duly authorized (the "Depositor").

WHEREAS, the Depositor desires and has applied for an extension of the water mains of the Company hereinafter described, and represents that he is the sole owner of record of the property to be served by such extension; and

WHEREAS, the Depositor represents that he has complied with all conditions and requirements of the Company's Rules and Regulations hereinafter referred to with respect to the extension applied for and with respect to this Agreement; and

WHEREAS, relying upon the representation of the Depositor as above set forth and otherwise, the COMPANY estimates the number of near future takers on said extension as \_\_\_\_\_; and

WHEREAS, the Company is willing to make such extension subject to all of the terms and conditions set forth in the Rules and Regulations for the Extension of Water Mains adopted by the Company on November 1, 1969, as amended (the "Rules and Regulations"), on file in the office of the Public Utilities Regulatory Authority of the State of Connecticut, a copy of which is annexed hereto as Schedule A, applicable provisions of which Rules and Regulations are made a part of this Agreement, reference thereto being had; provided, however, that to the extent that the provisions of this Agreement are inconsistent with the Rules and Regulations, the provisions of this Agreement shall prevail.

NOW THEREFORE, the Company and the Depositor hereby agree as follows:

1. The Depositor hereby deposits with the Company the sum of \_\_\_\_\_ 00/100 DOLLARS (\$\_\_\_\_\_.00), receipt whereof is hereby acknowledged, which amount is the COST of the extension as defined and provided for in the Rules and Regulations and is subject to adjustment as and when therein- provided, and agrees to be bound in respect thereto by the applicable provisions of the Rules and Regulations.

2. In consideration of said Deposit and of this Agreement, the Company agrees to install and maintain water mains located and described as nearly as such location and description can be presently ascertained from data furnished by the Depositor, as follows:

Extension #  
STREET:  
TOWN/CITY:  
DESCRIPTION:

The Company further agrees to make such adjustments, re-allocations and refunds to the Depositor from said deposit, at such times and in such amounts as are provided for by said Rules and Regulations. The duration of this Agreement shall be as provided for in said Rules and Regulations.

3. The Depositor shall execute, acknowledge and deliver to the Company all such other documents, instruments and agreements which the Company may reasonably require from time to time in connection with the construction, installation, operation and maintenance of the extension.

4. The Depositor must provide when necessary, free of cost to the Company, a right of way or easement satisfactory to the Company, allowing it to install, maintain, extend and replace mains and other necessary facilities and make connections thereto. In addition, if applicable, all roads and access easements will be made suitable by the Depositor for the passage of heavy equipment and vehicles and for the construction and installation of the extension.

5. This Agreement shall be binding upon the respective parties, their heirs, representatives, successors and assigns, but neither the sale or transfer of his property by the Depositor, nor any assignment hereunder shall relieve the Depositor of his obligations under this Agreement, unless written consent of the Company is first obtained.

6. Any notice given hereunder shall be deemed sufficient if in writing and sent by registered mail to the Company at 600 Lindley Street, Bridgeport, CT 06610-5243 and to the Depositor at [\_\_\_\_\_].

7. Any address or name change made by the Depositor must be furnished to the Company in writing. The Company's inability to deliver refunds pursuant to the Rules and Regulations to the Depositor because of a changed address shall postpone all future refunds until an address change is received from the Depositor.

8. In the event any dispute arises under this Agreement, the parties shall attempt in good faith to resolve the dispute, and shall have the right to seek any remedies available to them at law or in equity.

9. Special Conditions: [INSERT, IF APPLICABLE]

10. This Agreement shall be governed by and construed under the laws of the State of Connecticut.

WITNESS:

AQUARION WATER COMPANY OF CONNECTICUT

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

GEORGE S. LOGAN

DIRECTOR – ENGINEERING & PLANNING

\_\_\_\_\_

\_\_\_\_\_

WITNESS:

DEPOSITOR

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STATE OF CONNECTICUT)

)

ss. Bridgeport 20\_\_

COUNTY OF FAIRFIELD )

Personally appeared, GEORGE S. LOGAN, DIRECTOR – ENGINEERING & PLANNING, AQUARION WATER COMPANY OF CONNECTICUT, signer and sealer of the foregoing instrument, and acknowledged the same to be the free act and deed of said Company and his free act and deed as such officer thereof, before me.

\_\_\_\_\_  
Notary Public

STATE OF CONNECTICUT)

)

ss. Bridgeport 20\_\_

COUNTY OF FAIRFIELD )

Personally appeared signer and sealer of the foregoing instrument, and acknowledged the same to be the free act and deed of said corporation and his free act and deed as such officer thereof, before me.

\_\_\_\_\_  
Notary Public

## ADDENDUM IV

### AQUARION WATER COMPANY OF CONNECTICUT CONTRIBUTORY CONTRACT FOR WATER MAIN EXTENSION

AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the AQUARION WATER COMPANY OF CONNECTICUT, a corporation specially chartered by the General Assembly of the State of Connecticut, and located in the City of Bridgeport, in the County of Fairfield, in said State, hereinafter referred to as the Company, and \_\_\_\_\_ hereinafter referred to as the Applicant acting herein by \_\_\_\_\_.

WITNESSETH: The Applicant agrees to pay Aquarion Water Company to install approximately \_\_\_\_\_ linear feet of \_\_\_\_\_ inch diameter water main in, per AQUARION WATER COMPANY of CONNECTICUT's specifications, in consideration of the contribution of \$\_\_\_\_\_, by the Applicant, which sum consists of the following:

Item	Description:	Estimated Cost
1	By payment, for the Company providing inspection, flushing, sampling, pressure testing and engineering-(see attached detail estimate).	\$
2	By payment, for the Company to provide materials including _____ linear feet of inch water main and necessary valves, tees, plugs, gate, boxes and appurtenances (Included attached initial materials list and item 4a or 4b).	\$
3	By payment, for the Company to provide materials and installation for _____ service connections.	\$
4a	By payment for the Company to provide all labor, superintendence, tools, equipment and materials necessary for properly performing and completing the work as directed by the Company (also see attached detail job estimate sheet) including, but not limited to: <ul style="list-style-type: none"><li>- Installation of _____ feet of _____ inch water main (including excavation, main installation, and backfill)</li><li>- Installation of _____ service connections (including excavation, tapping, service line installation, and backfill)</li><li>- Installation of necessary valves, tees, plugs, gate, boxes and appurtenances</li><li>- Installation of fire hydrants</li><li>- Permits</li><li>- Barricades</li><li>- Plating</li><li>- Removal and disposal of unsuitable material</li><li>- Removal and disposal of ledge and boulders</li><li>- Suitable backfill material</li><li>- Disinfection</li><li>- Dewatering</li><li>- Blasting</li><li>- Cleaning up site</li><li>- Grading and seeding of disturbed area</li><li>- Bracing of utility poles</li><li>- Connections to existing AQUARION mains (including wet taps)</li><li>- All temporary paving</li><li>- Conservation Requirements</li></ul>	\$



4b	Developer's contractor shall perform water main installation per Aquarion specifications (Aquarion Water Company Miscellaneous Waterworks Installation Sections F, G, and T) and as described in item 4a, with the exception of Item 1 and Item 2 above.	\$
	Total	\$

The Company and the Applicant agree that the Applicant is to install the above described water main and appurtenances or pay the full cost to perform all the work described in Items 1, 2, 3 and 4a to the Company in advance of the start of any field work.

Two checks shall be provided by the Applicant to the Company. One "Check" shall be provided by the Applicant naming AQUARION WATER COMPANY OF CONNECTICUT the payee for the sum of \$ \_\_\_\_\_ which sum equals 10% of Item 4a. The funds will be released upon successful completion of the work to the Satisfaction of the Company. A second "Check" shall be provided by the Applicant naming AQUARION WATER COMPANY OF CONNECTICUT the payee for the sum of \$ \_\_\_\_\_ for Items 1, 2 and 3. Items 1, 2 and 3 will be adjusted to actual cost upon successful completion of the work to the satisfaction of the Company.

If within 10 years of installing the main extension, a party other than the APPLICANT makes a service connection to the main that the APPLICANT has paid for, the APPLICANT is entitled to an equitable reimbursement payment from that party. Under this Agreement, the payment is equal to one half of the unit cost of the pipeline installation multiplied by the party's property frontage. (Please note: unit cost of pipeline installation is equal to the total pipe installation cost divided by the total pipe installation linear footage.)

The Company and Applicant agree that they shall be bound by the Terms and Conditions Governing Extension of Water Mains Installed Under Contributory Plan, as accepted for filing by the Public Utilities Regulatory Authority, Division of Business Regulation of the State of Connecticut.

This Agreement shall be binding upon the respective parties, their heirs, representatives, successors and assigns.

In the presence of:

AQUARION WATER COMPANY OF CONNECTICUT

\_\_\_\_\_

By \_\_\_\_\_

GEORGE S. LOGAN

DIRECTOR – ENGINEERING & PLANNING

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_  
AUTHORIZED CONTACT

**AQUARION WATER COMPANY OF CONNECTICUT  
TERMS AND CONDITIONS GOVERNING EXTENSION OF WATER MAINS  
INSTALLED UNDER CONTRIBUTORY PLAN**

1. Installation of new water mains in the systems of the AQUARION WATER COMPANY OF CONNECTICUT (hereinafter referred to as the Company) shall be made after execution of a contract, prepared by the Company, between the Company and the person, company or corporation requesting such installation (hereinafter referred to as the Applicant).
2. Installation of new water mains as above (hereinafter referred to as Extension(s)) will be made only (1) on streets accepted and maintained by the Town where the proposed Extension will be installed, (2) in streets which have been constructed to line and grade conforming to plans, profiles and specifications accepted by and properly recorded with the TOWN, and for which a proper bond has been posed to insure the satisfactory completion of said streets and their ultimate acceptance by the TOWN.
3. The Applicant and a duly qualified engineer and/or land surveyor shall, prior to the commencement of work on any extension, certify to the Company in writing, on forms prepared by the Company, that streets have been properly laid out and graded in compliance with paragraph 2. The Applicant shall erect and maintain stakes to indicate correct street and utility easement lines and grade to insure proper installation of the water mains, all without expense to the Company.
4. A valid and proper easement of way and use in, over and upon private property shall be granted to and filed with the Company by the Applicant and recorded in the Office of the City or Town Clerk for the purpose of installing, maintaining, extending, connecting and replacing water mains and appurtenances and making connections thereto, together with three (3) copies of a map of the property to be served, all without expense to the Company.
5. It is understood and agreed that the ownership of and title to all water mains installed in Extensions pursuant to executed contracts shall be and remain at all times vested in the Company.
6. The Extensions shall at all times remain under the sole control and jurisdiction of the Company. The owner of any land abutting upon the street in which said extension is made shall have the privilege of making connection with the water main for the purpose of taking water therefrom, and all takers of water therefrom shall be subject to the rates, rules, regulations terms and conditions of service of the Company as they may from time to time exist. The Company may extend and/or connect the water mains laid in the extension with the mains in any other portion of its distribution systems, and may convey water through said mains to or from said distribution systems and may connect any additional customers or appurtenances thereto without the consent of the Applicant or takers of water connected to the extension.
7. The determination of the required length and internal pipe diameter of any Extension shall in all cases be made by the Company.
8. For extensions to property located at such an elevation that, in the opinion of the Company adequate pressure cannot be furnished at all times, the Company will require the Applicant to install at his/her own expense pumping equipment, subject to the approval of the Company, to insure such adequate pressure. The Company will require the Applicant to agree on this provision upon execution of the contract which may be recorded, at the option of the Company, in the land records of the TOWN. Determination of the foregoing method procedure shall rest with the Company.
9. The cost of such fire hydrant installations as may be required of the Applicant by the Town

may or may not be included in this Agreement. Every effort will be made to coordinate the installation of such hydrants as may be ordered with the installation of the Extension. The Applicant will be responsible for material costs related to hydrant installations and shall be responsible for the installation cost of the hydrants.

10. Extensions will not be scheduled for construction until all conditions and contractual obligations herein set forth have been complied with by the Applicant. Said scheduling shall be in an orderly fashion, and in the reasonable discretion and judgment of the Company.
11. Applications for Extensions will be automatically canceled sixty days after date of the application if within this period all conditions required for acceptance of such applications have not been met or fulfilled, and any renewal thereof shall be subject to the rates, rules, regulations, terms and conditions for extensions in effect at date of renewal.
12. When Extensions are made in unfinished streets or in rights-of-way, the Applicant shall be fully responsible for damages to the water mains and to all fixtures and appurtenances such as hydrants, gate boxes, curb boxes, blow-offs, etc., located therein. If, after the water mains are installed, the grade of the street or right-of-way is changed reducing or increasing the covering of the mains, fixtures and appurtenances from the Company's requirements for depth of mains, fixtures and appurtenances, then the Applicant shall pay for the cost of lowering or raising the mains to depth required by the Company. This responsibility shall remain in force until such time as the street is officially accepted by the Town.
13. The Applicant shall pay all cost of the Extension necessary to meet the Applicant's requirements, but in no event shall the main be smaller than six (6) inches in diameter. If the Company elects to install water mains larger than otherwise required, the Company will assume the additional cost.
14. Upon completion of the construction including all restorations, the Company shall compute the actual cost of all work within the scope of this Agreement included but not limited to flushing, sampling, inspection, etc. If the cost is greater than the deposit received by the company, the Applicant shall pay the difference; if the actual cost is less, the Applicant will be refunded the difference.
15. The cost of all new service connections from water main to curb stop has not been assessed to the Applicant. Those lots, parcels or pieces of land for which service connection assessment is made shall be those under ownership of the Applicant which can, under the rules and regulations of the Company, be connected to water mains of this extension or to other water mains owned by the Company. The cost assessed for each service connection shall include the cost of the corporation stop or tap, pipe and/or tubing from main to curb stop, the curb stop itself, and all labor, tools and equipment necessary to install said service connection from main to curb stop. The cost assessed does not include the cost of excavation, backfill, and removal and replacement of pavement, curbing, lawns and/or other improvements to be incurred during installation of service connections from main to curb stop, as these expenses shall, under Public Utilities Commission Rules and Regulations, be done by the Applicant. The cost of the curb box and all other expenses incurred during extension of the service connection from curb stop to the meter locations and beyond shall at all times be borne by the owner of the property.
16. The Applicant, upon execution of a Contributory Plan Contract wherein the cost of the extension is paid by the Applicant to the Company, shall deposit with the Company a sum equal to the estimated cost of the Extension. Upon installation of a meter at each of the proposed homes, the Applicant will be given a refund in accordance with the provisions of Section 16-11-61 of the Connecticut Public Utilities Docket Number 10300. The refund per home is \$\_\_\_\_\_ as of \_\_\_\_\_.

# **AQUARION WATER COMPANY OF CONNECTICUT CONSTRUCTION CONTRACT AND AGREEMENT**

(Note: The sub-headings are for convenience of reference only and do not form a part of the Contract and Specifications.)

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ between the AQUARION WATER COMPANY OF CONNECTICUT, a corporation of the State of Connecticut, hereinafter called the Company, a party of the first part, and \_\_\_\_\_, a Connecticut business entity with a business address of \_\_\_\_\_, hereinafter called the "Contractor" or "party of the second part":

## **COVENANT**

WITNESSETH: That the parties to these presents each in consideration of the undertakings, promises and Agreements on the part of the other herein contained, have undertaken, promised and agreed, and do hereby undertake, promise and agree, the party of the first part of itself, its successors and assigns, and the party of the second part for themselves and their heir, executors, administrators, successors and assigns as follows:

## **CONTRACT INCLUDES**

The Contractor shall at his own sole cost and expense furnish all labor, materials and other services necessary for the completion of this contract and will complete and finish the same in the most thorough, workmanlike and substantial manner, in every respect to the commercially reasonable satisfaction and approval of the Company, in the manner and within the time hereinafter limited, and in strict accordance with the following items which are hereby made a part of this contract as fully as if the same were repeated at length herein:

- Information for Contractors
- General Conditions from AQUARION WATER COMPANY OF CONNECTICUT's Contract for Miscellaneous Water Works Installations, Section F
- General Specifications AQUARION WATER COMPANY OF CONNECTICUT's Contract for Miscellaneous Water Works Installations, Section G
- Technical Specifications AQUARION WATER COMPANY OF CONNECTICUT's Contract for Miscellaneous Water Works Installations, Section T

## **DEFINITIONS**

The word "Company" or "Party of the First Part" as used herein shall mean the AQUARION WATER COMPANY OF CONNECTICUT acting through its properly authorized representatives.

The word "Contractor" shall mean the party of the second part of this Contract, or its duly authorized agents, including without limitation \_\_\_\_\_.

The words "as directed," "as required," "as permitted," "as allowed," or phrases of like effect or import as used herein shall mean that the direction, requirement, permission or allowance of the Company is intended, and similarly the words "approved," "reasonable," "suitable," "properly," "satisfactory", or words of like effect or import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, proper or satisfactory in the reasonable judgment of the Company.

## **COMPANY'S DECISION**

All work under this contract shall be done to the reasonable satisfaction of the Company who shall determine the amount, quality, acceptability and fitness of the several items of work and materials which are to be paid for hereunder. It shall also decide all questions which may arise as to the fulfillment of the terms of the contract by the Contractor and as to the intent and purpose of the

contract plans and specifications. The determination of the Company in all such matters shall be final and binding upon the parties thereto.

#### **SEQUENCE OR ORDER OF WORK**

The sequence of the work shall be in accordance with the directions and order of the Company.

#### **INSPECTION**

It is agreed that the Company may, appoint and employ at the CONTRACTORS expense such persons as may be necessary, who are to act as inspectors, or agents, for the purpose of inspecting, in said first party's interest, the materials furnished and the work done as the work progresses. Such persons shall have restricted access to all parts of the work and to other places at and in which the preparation of the materials and other parts of the work to be done under this contract are carried on and conducted and shall be given by the Contractor all facilities and assistance required to carry out their work of inspection.

The Inspector shall have authority to reject and shall reject any work or material, or any part thereof, which does not, in his reasonable opinion, conform to the plans, drawings, specifications and contract, and it shall be permissible for him to do so at any time during the progress of the work and until its acceptance.

Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the plans and/or specifications and work not so constructed in such a manner shall be removed and made good by the Contractor at his own expense, and free of all expense to the Company whenever so ordered by the Company without reference to any previous oversight or error in inspection.

#### **OBLIGATION OF CONTRACTOR**

The Contractor shall, at his own cost and expense, provide any and all manner of superintendence, insurance, taxes, labor, materials, apparatus, scaffolding, appliances, tools, machinery, power, transportation and whatever else may be required of every description necessary to do an complete the work, and shall be solely answerable for the same and for the safe, proper and lawful construction, maintenance and use thereof. The Contractor shall provide experienced superintendents and foremen on each part of the work and experienced persons. The Contractor acknowledges they will satisfy this criteria.

The Contractor shall, at his own expense, wherever necessary or required, maintain fences, provide watchmen, maintain lights, place additional timber and braces, and take such other precautions as may

be necessary to protect life, property and structures and shall be liable for all damages occasioned in any way by its act or neglect, or that of his agents, employees or workmen.

#### **DEFENSE OF SUITS**

In case an action at law or suit in equity may or shall be brought against the Company or any of its representatives or agents for or on account of the failure, omission or neglect of the Contractor or its sub-contractors or its employees or agents to do and perform any of the covenants, acts, matters or things by this contract undertaken or to be done or performed by the Contractor or its sub-contractors, or employees or agents or for any injury or damage caused by the negligence or alleged negligence of the Contractor or its sub-contractors, or its employees or agents, the Contractor shall indemnify and save harmless the Company and its representatives, agents and servants of and from all loss, cost, damage, expense, judgment or decrees whatever arising to of such actions or suits as may or shall be brought as aforesaid, provided, however, the Contractor shall not indemnify the Company for Company's negligence.

## **PERMITS, LAWS AND ORDINANCES**

The Contractor shall keep itself fully informed of all existing and current ordinances and regulations and Town, County, State or Federal Laws in any way limiting or controlling the actions or operations of those engaged upon the work or affecting the materials supplied to or by it. The Contractor shall at all times observe and comply with all such valid and legally binding ordinances, law and regulations and shall protect and indemnify the Company, its representatives and against any claim or liability arising from or based on any violation of the same. The Contractor shall take out and carry appropriate employer's liability insurance and public liability insurance. It shall obtain and pay for all necessary permits and pay all fees required in connection with the contract.

## **ASSIGNMENT OF CONTRACT**

The Contractor shall have no right or power to assign this contract, in whole or in part, nor to assign any right arising or monies due or to grow due thereunder, without formal approval of the Company.

## **SUBLETTING**

The parties acknowledge that \_\_\_\_\_ shall be the General Contractor employed to do the work hereunder on behalf of \_\_\_\_\_.

## **COMPLETION OF WORK BY COMPANY**

If the work to be done under this contract shall be abandoned by the Contractor, or if this contract shall be assigned, otherwise than as herein specified, or if at any time the Company shall be of the opinion that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions or covenants of this contract, or of the specifications, or is executing the same in bad faith or not in accordance with the terms thereof; or if the work be not fully completed within the time named in this contract for its completion, or within the time to which the completion of the contract may be extended by the Company, the Company may notify the Contractor to discontinue all work, or any part thereof under this contract, by written notice to be served upon the Contractor, as herein provided; and the Contractor shall within five (5) days of the service of said written notice, discontinue the work, or such part thereof, and the Company shall thereupon have the power to contract for the completion of the contract in the manner prescribed by law, or to place such and so many persons it may deem advisable, by contract or otherwise to work, and complete the work herein described, or such part thereof; materials and equipment for the completion of the same, and to charge the expense of said labor and materials to the Contractor. The expense so charged shall be deducted and paid by the Contractor under and by virtue of this contract, or any part thereof. And in case such expense shall exceed the amount which would have been payable under the contract if the same had been completed by the Contractor, the Contractor his surety shall pay the amount of such excess to the Company; and in case such expense shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, the Company shall pay such difference to the Contractor.

## **CLAIMS FOR LABOR AND MATERIALS**

The Contractor shall indemnify and save harmless the Company from all claims for labor done and for materials furnished under this contract or any alterations or modifications thereof, and shall furnish the Company with satisfactory evidence, when called for by it, that all persons who have done work, or furnished materials under this contract, for which the Company may become liable under the Laws of the State of Connecticut, have been fully paid or satisfactorily secured, and in case such evidence is not furnished, an amount necessary or sufficient within the discretion of the Company to meet the claims for the persons aforesaid shall be retained, in addition to any other monies that are to be retained, as herein specified, from the money due the Contractor under this contract, until the

liabilities aforesaid shall be fully discharged or satisfactorily secured.

## **MODIFICATIONS**

There will be no modifications to this contract unless agreed upon in writing by both interested parties.

## **EXTRA WORK**

The Contractor shall and will do any work and furnish any materials not herein provide which may be found reasonably necessary or advisable for the proper completion of the work or the purposes thereof, or any modification or reasonable alterations. All extra work and materials shall be ordered in writing by the Company, and in no case will any work or materials be paid for unless so ordered.

## **PAYMENT**

The Company in consideration of the faithful performance by the Contractor of all his covenants, promises and Agreements contained herein, agrees to pay the Contractor for the full completion by him of the work embraced in this contract in the manner and within the time herein specified and limited and to the satisfaction and approval of the Company, the prices stipulated in the Proposal.

## **FINAL ESTIMATES**

The Company shall, after the completion of the project, make a final certificate of the entire amount of work done under said project. Any overage on inspection, flushing and filling of mains will be paid by developer. If amount is less than original estimate, developer will be refunded.

## **LIABILITY OF CONTRACTOR FOR EMPLOYEES**

Each and every employee of the Contractor, and each and every of his sub-contractors engage in the said work shall, for all purposes, be deemed and taken to be the exclusive servants of the Contractor and not for any purpose or in any manner in the employment of the Company. The Contractor shall in no manner be relieved from responsibility or liability on account of any fault or delay in the execution of the said work, or any part thereof, by any such employee or any sub-contractor, or any material men, whatsoever.

## **NO WAIVER OF RIGHTS**

No certificate given or payment made under this contract, except the final certificate or final payment, shall be evidence of the performance of the contract either wholly or in part, and no payment shall be constructed to be an acceptance of defective work or improper materials. No act of the Company or of any representative of it in supervising the work, nor any extension of time for the completion of the work, shall be regarded or taken as an acceptance of such work or any part thereof, or of materials used therein or therefore, either wholly or in part; but such acceptance shall be evidenced only by the final certificate of the Company(acceptance of final payment shall be deemed acceptance of the Company in accordance with this Agreement). Before any final certificate shall be allowed, he Contractor will be required, and he hereby agrees, to sign and attest on said certificate a statement that he accepts the same in full payment and settlement of all claims on account for work done and materials furnished under this contract, and furthermore that all claims for materials provided or labor performed have been paid and satisfied in full. No waiver of any breach of this contract by the Company or anyone acting for it or on its behalf shall be held as a waiver of any other or subsequent breach thereof.

## **VERBAL STATEMENTS NOT BINDING**

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of the representatives of the Company, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in anyway whatsoever the Agreement.

## RELEASE OF LIABILITY

No person or corporation other than the signer of this contract as Contractor, now has any interest hereunder, and no claim shall be made or be valid, and neither the Company or any employee or agent thereof, shall be liable or be held to pay any money, except as hereinbefore provide. The acceptance by the Company of the last payment shall operate as and shall be a release to the Contractor and every representative and agent thereof, from all claims and liability against the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the Contractor or any person relating to or affecting the work.

## EXECUTION OF CONTRACT

IN WITNESS THEREOF, the said parties hereto have caused this instrument to be executed by their respective duly constituted officers, attested and sealed pursuant to proper resolutions.

Signed and sealed in  
the presence of:

AQUARION WATER COMPANY OF CONNECTICUT

\_\_\_\_\_

By \_\_\_\_\_

GEORGE S. LOGAN  
DIRECTOR –ENGINEERING & PLANNING

\_\_\_\_\_

Signed and sealed in

the presence of:

\_\_\_\_\_

By \_\_\_\_\_

NAME:  
TITLE:

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## INFORMATION FOR CONTRACTORS

### SCOPE OF WORK

The work considered under this contract consists of the installation of the below listed items.

#### ITEM DESCRIPTION and QUANTITY

Install approximately \_\_\_\_ linear feet of \_\_\_\_\_ ductile iron water main and all valves and appurtenances.

The above listed quantities constitute an estimate of the work to be performed during the Contract and are not to be considered as accurate.

The Contractor shall also provide all labor, superintendence, tools, equipment and materials necessary for properly performing and completing the work as directed by the Company including:

- Installation of water main (including excavation, main installation, and backfill)
- Installation of service connections (including excavation, tapping, service line installation, and backfill)
- Installation of necessary valves, tees, plugs, gate, boxes and appurtenances
- Installation of fire hydrants
- Traffic Control
- Permits
- Barricades
- Plating
- Removal and disposal of unsuitable material
- Removal and disposal of ledge and boulders
- Suitable backfill material
- Dewatering
- Disinfection
- Blasting
- Cleaning up site
- Grading and seeding of disturbed area
- Bracing of utility poles
- Connections to existing AQUARION WATER COMPANY mains (including wet taps)
- All temporary and permanent paving

All of the above materials will conform to the specifications of the AQUARION WATER COMPANY OF CONNECTICUT. There will be no deviation.

-SCHEDULE A  
Rules and Regulations

**AQUARION WATER COMPANY OF CONNECTICUT**

**RULES, REGULATIONS AND RATES  
GOVERNING THE EXTENSION OF WATER MAINS**

**Effective Nov. 1, 1969  
(Modified February 8, 1991)**

**Deposit Contract for Real Estate Developments and Sub-Divisions**

**DEFINITIONS**

Definitions and terms as hereinafter used shall be as outlined under the current Rules, Regulations and Rates of Aquarion Water Company of Connecticut, and in addition the following terms and definitions shall apply.

EXTENSION is the term used to designate the lineal footage of pipe required in order to serve property(ies) according to conditions and regulations as herein outlined.

APPLICANT shall mean the party entering into a contract with the Company for an EXTENSION.

TAKER shall mean any party who connects to and who will receive water service through a metered service connection from the original existing EXTENSION on which a DEPOSIT CONTRACT as hereinafter outlined is in effect.

ESTABLISHED CUSTOMER shall mean any TAKER who is an occupant and/or owner of record of premises equivalent to not less than one single-family dwelling. Qualification as an ESTABLISHED CUSTOMER shall in all cases be subject to the final determination of the Company.

PROSPECTIVE CUSTOMER shall mean any owner of record of premises equivalent to not less than one single-family dwelling abutting on that part of a street in which there exists or is to be installed a water main of the Company, who is occupying or will occupy said premises and who, in the sole opinion of the Company, will qualify as an ESTABLISHED CUSTOMER.

DEPOSITOR shall mean any party to a DEPOSIT CONTRACT.

## GENERAL RULES

1. Applications for extensions will be accepted only when filed by the owner of public record of the property which the EXTENSION will serve.
2. Applications shall be made at the offices of the Company on forms provided and will not be accepted until all the information as outlined on said forms is supplied.
3. Extensions will be made only on streets that are either (a) accepted and maintained by the town or city or (b) new streets which have been constructed to line and grade conforming to plan and profile as accepted by and recorded with the town or city and for which a bond has been posted with the city or town by the owner of record to insure satisfactory completion of said streets according to specifications of the town or city and ultimate final acceptance of said streets by the town or city; all of which will be subject to written confirmation by the proper municipal authority.
4. The determination of the required length of any EXTENSION shall in all cases be made by the Company, but in general shall be based on the following two principles; (a) the terminal point shall be the point opposite the curb line which is equidistant from the side property lines of the last lot to be served, or (b) a point approximately 5 feet beyond where the customer service line for the last premises to be supplied will intersect the curb line, whichever distance may be greater and taking into account the fact that the customer service line must be laid in a straight line from the point of connection of the main to the premises to be served and at right angles to the curb line.
5. Applications for the extension of water mains will be automatically cancelled sixty (60) days from the date of application, if, within this period, all conditions required for acceptance of such applications as set forth in the rules, regulations and rates governing extension of water mains are not fulfilled.
6. Upon cancellation of an extension application the APPLICANT may renew said application. However, the renewed application will be subject to and governed by the rules, regulations and rates for extension of water mains in effect at the date of renewal.
7. Extensions will not be scheduled for construction until all conditions and contractual obligations herein set forth have been fully complied with by the APPLICANT for said EXTENSION.
8. Extensions will normally be assigned for construction in the order in which all requirements as herein outlined have been met; however, the Company reserves the right to exercise its judgment in the scheduling of construction in order to integrate timing with other projects which may have been approved and are waiting for construction and to take due consideration of weather conditions, availability of materials and immediacy of need.
9. The APPLICANT shall be required to furnish with his application three copies of a map of the property to be supplied which map must be a facsimile copy of one approved and filed with the proper municipal authority.
10. If requested by the Company, the APPLICANT shall further furnish plan and profile of the street in which the main is to be installed as approved by and filed with the town, which plan and profile shall show, in addition to the street grade as approved, existing grade at street center line and each property line, or at such other location as may be designated by

the Company, giving the date at which the profile of said existing grade was made. Only maps, plans, profiles or other drawings prepared and stamped by a licensed engineer or surveyor will be acceptable.

11. Further, if requested by the Company, the APPLICANT shall erect and maintain stakes to indicate correct street lines and grades to facilitate proper installation of the mains.

12. All requests for the installation of public fire hydrants shall be made directly to the municipality and shall be subject to order by the municipality.

13. Title of ownership in an extension shall at all times be and remain vested in the Company.

14. An EXTENSION shall at all times remain under the sole control and jurisdiction of the Company. This includes the right to connect additional customers without the consent of the APPLICANT, make further extensions beyond or running laterally from said EXTENSION or connect said EXTENSION with a portion of the distribution system of the Company, without incurring any obligations to the APPLICANT or TAKERS receiving service from said EXTENSION except as hereinafter provided.

15. Not applicable to DEPOSIT CONTRACT.

16. The number of potential TAKERS to be used in setting up rates and charges under DEPOSIT CONTRACTS as hereinafter outlined shall be based on a conservative estimate of the number of near future TAKERS, which number shall in all cases be determined by the Company.

17. If property to be supplied by an EXTENSION is at such an elevation that, in the opinion of the Company, normally satisfactory minimum average water pressure may not be available for supply by the Company to said premises, the APPLICANTS for such an EXTENSION will be obliged to execute a LIMITED SERVICE AGREEMENT prior to final acceptance by the Company of the application for such EXTENSION.

18. If property to be supplied an EXTENSION is at such an elevation that, in the opinion of the Company, water service will be at a water pressure which may exceed 125 PSI, which may cause damage to and/or result in rupture of the external service line and internal plumbing fixtures and equipment at the property, and that such rupture may result in flooding and general water damage, the APPLICANTS for such an EXTENSION will be obliged to execute a HIGH SERVICE AGREEMENT prior to final acceptance by the Company of the application for such EXTENSION.

19. When water main extensions are made in unfinished streets, the APPLICANT(S) shall be fully responsible for damage to the mains and all such fixtures and appurtenances as hydrants, gate boxes, and blow off boxes, including the relocation thereof, if such damage results from or such relocation is necessitated by acts of the APPLICANT or his agents. This responsibility shall remain in force until such time as the street is officially accepted by the proper town or municipal authority.

## DEPOSIT CONTRACT

Extensions for Real Estate Developments or Subdivisions as these terms are generally understood – whether or not planned for partial or total development in the immediate future – will be made under a DEPOSIT CONTRACT. Applicants for such extensions do not qualify as PROSPECTIVE CUSTOMERS as above defined. Provisions of said DEPOSIT CONTRACT shall include the following:

1. COST
  - A. COST shall be based on a lump sum estimate from the Company's contractor.
  - B. The Company may waive its requirement for the inclusion in COST of the estimated cost of paving in the case of a properly bonded street which is not paved at date when the Company makes its field investigation of the proposed EXTENSION. However, if any such street is found to have been paved at the date when the EXTENSION is assigned for construction, COST shall be adjusted to reflect the Company's estimate of the cost of the required paving.
  - C. Where pavement replacement costs are incurred, COST shall be adjusted to reflect actual cost of pavement.
  - D. Upon completion of construction, the Company will calculate the actual COST for the EXTENSION. If the actual COST is less than the estimated COST, a refund will be given to the APPLICANT. If the actual COST exceeds the estimated cost, an additional payment will be required.
  - E. If for any reason it is necessary to install pipe larger than 8" to satisfy requirements of APPLICANT, COST shall reflect the actual installation COST.
  - F. Where, under conditions of paragraph E, if the particular installation will in the judgment of the Company involve unusual construction problems or special provisions such as pumping equipment to satisfy requirements of APPLICANT or any other conditions which would create extraordinary costs of installation, COST shall be based on an estimate of construction cost for the particular EXTENSION as prepared by the Company and shall be adjusted following completion of the work to reflect actual cost of construction.
2. The APPLICANT upon execution and delivery of a DEPOSIT CONTRACT shall deposit with the Company a sum equal to the COST of the EXTENSION as above defined:
  - G. The DEPOSITOR shall further deposit with the Company upon demand any additional amount which may result from any adjustment of COST as may be determined in accordance with preceding paragraph 1, and the Company reserves the right to delay installation of the EXTENSION or service taps in the EXTENSION until it has received such additional amount.
  - H. The Company will refund to the DEPOSITOR any amount which may become due him as a result of adjustment of COST as provided for under preceding paragraph 1.
4. The Company shall make a STANDARD REFUND to the DEPOSITOR for each ESTABLISHED CUSTOMER connected to said EXTENSION. Such STANDARD

REFUND shall be determined from time to time in accordance with Connecticut Public Utilities Commission Docket 10,300, Section 16-11-61, Appendix A.

5. Upon written application to the Company by the DEPOSITOR, the Company may refund to the DEPOSITOR an amount to be determined by the Company based upon the actual annual average water consumption for three consecutive calendar years for an ESTABLISHED CUSTOMER such as an industrial or commercial establishment whose water consumption would warrant a larger refund than the above stipulated standard refund.
6. In no event shall the total of all refunds exceed the deposit as above specified.
7. All liability for payment of refund shall terminate ten years from the date of execution of the DEPOSIT CONTRACT, and any part of the deposit not refunded within such ten-year period shall be forfeited by the APPLICANT and shall become the property of the Company.
8. No interest shall be paid on the deposit or any part thereof.
9. A DEPOSIT CONTRACT or any interest therein shall not be assigned without the written consent of the Company.
10. All TAKERS connected to extensions installed in accordance with the terms of a DEPOSIT CONTRACT shall be subject to the applicable rates, rules, regulations, terms and conditions of service of the Company. However, when the municipality does not pay the fire service charges for a particular EXTENSION, said charges shall be paid on a pro rata basis by all TAKERS on such EXTENSION in addition to their charges for water.
11. Where an extension, made under the terms of a DEPOSIT CONTRACT, will in accordance with the Company's Rules and Regulations, serve property which is owned by a party other than the original DEPOSITOR, the Company may require that said party advance an amount to the Company prior to becoming a taker on such EXTENSION, which, in the judgment of the Company, represents his equitable share of the COST of such EXTENSION. Such amount will in turn be refunded to the original DEPOSITOR.
12. The Company reserves the right to require that a DEPOSIT CONTRACT cover all water mains needed to supply a real estate development or subdivision in its entirety, the length of such mains to be determined according to paragraph 4 of the General Rules as herein set forth.