

WEIR RIVER WATER SYSTEM
RULES & REGULATIONS

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COMMONWEALTH OF MASSACHUSETTS

BOARD OF WATER COMMISSIONERS
WEIR RIVER WATER SYSTEM

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RULES AND REGULATIONS

RATES, RULES AND REGULATIONS GOVERNING THE
DISTRIBUTION OF WATER IN
HINGHAM, HULL, AND COHASSET MASSACHUSETTS

ADOPTED ***** **, 2020,

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DRAFT LAST REVISION: APRIL 30, 2020

Deleted: DECEMBER 13, 2019

**WEIR RIVER WATER SYSTEM
RULES & REGULATIONS**

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WEIR RIVER WATER SYSTEM
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1. RULES AND REGULATIONS GOVERN RENDERING OF SERVICE

Whereas, the Town of Hingham (hereinafter called Town) voted pursuant to Article 10 of the 2019 Annual Town Meeting to purchase the corporate property and all of the rights, privileges and franchises of the Hingham Water Company pursuant to Chapter 139 of the Acts of 1879, as amended; and

Whereas, said water system will be operated under the name Weir River Water System;

Whereas, the Town is authorized to manage the Weir River Water System by such officers, servants or agents as it may direct pursuant to Chapter 139 of the Acts of 1879, as amended, and all other applicable laws; and

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Whereas, the Town voted pursuant to Article 11 of the 2019 Annual Town Meeting to authorize the Board of Selectmen to act as the Board of Water Commissioners (hereinafter called "BWC") to manage, improve and control the Weir River Water System with all the powers and duties associated therewith and as contained in Chapter 139 of the Acts of the 1879 and M.G.L. c. 40, § 39A through § 39G inclusive and all other applicable laws and regulations;

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Now, therefore, the BWC does hereby adopt the following Rules and Regulations, fees and charges related to providing potable water from the Weir River Water System to serve the Towns of Hingham, Hull and Cohasset (hereinafter called the Weir River Water System).

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The Weir River Water System will be owned, operated and maintained by the Town of Hingham, through its Water Superintendent and the Private Operator under the direction of the BWC and/or Town Administrator.

The Weir River Water System's approval of an application and/or acceptance of service binds the Customer to present and future Rules and Regulations and to present and future payment of all applicable Fees, Rates and Charges.

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The BWC may enact changes, additions or amendments to the Policy, Rules, Regulations and Rates and Fees contained herein after a public meeting in accordance with the Open Meeting Law at M.G.L. c. 30A, §§ 18-25.

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These Rules and Regulations and all subsequent changes in same, or amendments and additions thereto are a part of the contract with every Customer of the Weir River Water System, and each such Customer by submittal of an application for service and/or acceptance of the delivery of water from the Weir River Water System agrees to be bound hereby.

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These Rules and Regulations shall apply to all present and future service areas of the Weir River Water System.

2. POLICY & PURPOSE

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The BWC will guide and direct the future and present development and operation of the Weir River Water System with the following goals and vision:

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SELF SUSTAINING: Establish and maintain a financially sound and self-sustaining management structure for the Weir River Water System.

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RESOURCE PRESERVATION: Encourage conservation. Maintain and improve water resource protections.

INFRASTRUCTURE: Provide a Weir River Water System infrastructure such that the character of the Towns serviced by the water system will be preserved as well as a means to encourage a vital local economy; of which current and future municipal, commercial, and residential uses of properties in the Towns serviced by the water system will benefit.

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VISION: Implement the BWC's desire to improve service in the most cost efficient manner. Maintain and operate the water system with annual continuous improvement goals to include service, operations efficiency, and water quality.

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REGULATION: Comply with the requirements of the Massachusetts Water Management Act, Massachusetts Drinking Water Regulations (310 CMR 22.00, Town of Hingham Bylaws and all other laws and regulations governing a municipal Public Water Supply ("PWS").

3. DEFINITIONS APPLICATION OF FOLLOWING SECTIONS

The Citizen's Advisory Board, referred to as "CAB" established pursuant to Article 11 of the 2019 Annual Town Meeting, consists of five residents from Hingham (3), Hull (1) and Cohasset (1). Each resident is appointed by the Hingham Board of Selectmen with recommendations from the Hull and Cohasset Boards of Selectmen. The CAB is a multi-town, public unpaid volunteer body subject to the Massachusetts Open Meeting Laws, Public Records Laws and State Ethics Laws. The CAB will advise the BWC and Water Superintendent on the rate setting process and citizen complaints and/or concerns.

"Commercial Usage" shall refer to water supplied to a Premises used for any commercial purpose, including all retail stores; restaurants; office buildings; laundries; and other private business and service establishments; other than a manufacturing plant.

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The words "Corporation Stop" shall mean the water service shutoff valve located at a street water main. This valve cannot be operated from the ground surface because it is buried and there is no valve box. (Refer to Material Specifications).

The words "Curb Box" shall mean the in-ground structure located at (or near) the property line, which contains a service valve. The service valve is the connecting point between the service pipe (from the water main or curb stop) and the service pipe into the building receiving water. (Refer to Material Specifications).

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The word “Customer” shall mean any person, firm, corporation, government, or governmental division or other entity who has applied for and/or received water service supplied by the Weir River Water System. Customer accounts shall be classified according to the following usage: Residential Usage, Commercial Usage, Public Authority Usage, and Industrial Usage.

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The words “Customer Service Connection” shall mean the pipe running from the Weir River Water System’s curbside at the property line to the Customer’s Premises. (Refer to Material Specifications).

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“Industrial Usage” shall refer to water supplied to a Premises used as a manufacturing plant.

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The word “Lien” shall mean the statutory claim a municipality may impose as defined in M.G.L. c. 40, § 42A.

The words “Main” or “Main Pipe” shall mean the supply pipe from which service connections are made to supply water to Customers. (Refer to Material Specifications).

The words “Meter Vault” shall mean the hot box or pit installed to house the meter and protect it from weather and freezing if the meters are not located inside a heated building. (Refer to Material Specifications).

The word “Premises” as used herein shall be restricted to the following:

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- a. A building under one roof owned or leased by one Customer and occupied as one residence or one place of business.
- b. A combination of buildings owned by one Customer in one common enclosure, or occupied by one family, or one corporation or firm, as a residence or place of business.
- c. Each unit of a multiple house or building separated by a solid vertical partition wall, occupied by one family, or one firm, as a residence or place of business.
- d. A building owned by one Customer having a number of apartments, offices, or lofts, which are rented to tenants, using in common one hall and one or more means of entrance.

“Public Authority Usage” shall refer to water supplied to a Premises relating to any department or branch of the government of the towns serviced by the Weir River Water System.

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“Residential Usage” shall refer to water supplied to a Premises, or part of a Premises, which is primarily used as a home, residence, or sleeping place by one or more persons.

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The words “Seasonal Use” shall mean an intermittent use, season after season, at the same Premises.

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The words “Service Pipe” or “Service Connection” shall mean the pipe running from the main pipe to the Customer property line or curb stop. (Refer to Material Specifications).

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The Transition and Evaluation Committee, referred to as "TEC" established pursuant to Article 11 of the 2019 Annual Town Meeting, consists of five appointed Hingham residents by the Moderator and Board of Selectmen. The TEC will advise the Water Superintendent, assist with transition tasks and identify and evaluate structural and governance options for the Weir River Water System.

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The word "Weir River Water System" shall mean the water system that will be acquired and owned by the Town of Hingham pursuant to Article 10 of the 2019 Annual Town Meeting and Chapter 139 of the Acts of 1879, as amended, as the same may be expanded from time to time, and shall include its officers, employees, operators, contractors and agents.

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Whenever the approval of the Weir River Water System is required hereunder such approval shall be made by the BWC or by its designated Water Superintendent.

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The word "Water Superintendent" refers to the individual appointed by the Board of Selectmen acting as the BWC to manage the Private Operator and capital projects and shall report to the Town Administrator and BWC.

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The word "Private Operator" is a private contractor responsible for the day to day management and operations of the Weir River Water System and reports to the Water Superintendent and BWC.

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4. APPLICATION FOR WATER SERVICE

a. Application for water service through an existing street service connection shall be made to the Weir River Water System by the owner of the Premises to be supplied, or his duly authorized representative. The application should be presented to the Private Operator at its customer service location.

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b. No agreement will be entered into by the Weir River Water System with an applicant until all arrears and charges due by the applicant at any Premises now or heretofore occupied by him shall have been paid.

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c. The property owner will be required to contract for water service furnished to Premises when more than one tenant is supplied by one service connection and meter or where the tenants are changing more than twice a year.

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d. Any change in the identity of the contracting Customer at any Premises will require a new application and the Weir River Water System may, after reasonable notice, discontinue the water service in accordance with Section 16 Discontinuance of Water.

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5. APPLICATION FOR NEW WATER SERVICE CONNECTION

a. The Weir River Water System shall furnish, install, own and maintain all new service connections from the water main to the curb stop, meters and meter installations (excluding the plumbing required for the meter installation), including the hiring of traffic control personnel and obtaining

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the street opening permits. The curb box and the service valve are the property and maintenance responsibility of the Weir River Water System. The Customer is responsible for the service line from the curb stop into the property to the meter, including all internal plumbing and associated fixtures. The Weir River Water System shall not be responsible for any damage or inconvenience caused by reason of any break, leak or defect in the said Customer's service line, internal plumbing and associated fixtures.

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- b. Unless exempted pursuant to this Rule 5(b), all applicants for construction of new water service connections after the effective date hereof are subject to the requirements of any water conservation, water balance, water demand management, or water supply management plan or program implemented by the Weir River Water System (generally referred to as the "Water Balance Program" in Section 25). Activation of any connection to the Weir River Water System, including new water service connections, will not occur until the applicant has satisfied all requirements of the Water Balance Program, excluding that necessary for testing purposes, then in force and applicable.

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- 1) The requirements of this Rule 5(b) shall apply to each applicant for water service requiring construction of a new water service connection, or expansion of an existing connection, except an individual single family 3-bedroom (or less) residential dwelling (housing unit) and except any private fire service connection, private hydrant or public fire hydrant service connections. Any residential subdivision or residential housing project greater than one single family dwelling, being developed (or having the potential to be developed) in phases, or as part of a common plan of development, shall be treated as a single project for purposes of determining the number of dwelling units.

- c. Unless exempted pursuant to this Rule 5(c), all new, temporary, and existing Customers expanding demand for water service as a result of construction or other change of use resulting in an increase in water service demand of 100,000 gallons or more per year are subject to the requirements of the Water Balance Program, to the extent then in force and applicable. Failure to satisfy all applicable requirements of the Water Balance Program will constitute grounds for discontinuance of water service to Customers as provided in Rule 16.

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- 1) The requirements of this Rule 5(c) shall apply to all water service connections, excluding any private fire service connection and/or any construction or change of use project authorized under a valid building/plumbing permit issued prior to the effective date hereof. Existing water service connections that have not recorded metered consumption within 24 months of any request for re-activation of service shall be deemed a new service connection under the Water Balance Program.

- d. Only the Weir River Water System, or its designated Private Operator or authorized contractors, shall make any/all connections to its mains, only after DigSafe has been notified. The Weir River Water System shall have the authority to specify the size, type, and quality of all materials entering into the street service connection. All new connections shall be required to meet current plumbing standards and codes, including low flow plumbing fixtures or water-less urinals or other fixtures that can function without the use of water.

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- e. As used herein, street service connection means the service pipe from the main to the property line of the Premises to be serviced, including the corporation stop, curb stop valve, and curb box, and shall be laid at a right angle to the main; and shall not cross intervening properties, and will be furnished and installed by, and shall remain the property of the Weir River Water System, and under its sole control and jurisdiction.
- f. Where a street service connection is already laid to the property line, the Customer shall connect with the street service connection as laid. Connections must be made in accordance with all other applicable bylaws, rules and regulations of the town in which the property is located. Water Service will not be turned on until such time as a meter is set in accordance with the Weir River Water System's Rules and Regulations.
- g. The curb box shall be set at or near the curb or property line and shall be kept and made accessible to the Weir River Water System by the Customer at all times.
- h. New street service connections shall not be laid during the months of November, December, January, February and March, except at the discretion of the Weir River Water System and the issuance of permits necessary to perform the work by the town in which the property is located.
- i. The street service connection from the main to the property line will be maintained by the Weir River Water System at the Weir River Water System's expense. All tapping shall be done at the main at a ninety degree angle.
- j. The Weir River Water System shall in no event, instance, or circumstance be responsible for maintenance of or for damage done by water escaping from the Customer's service connection or any other pipe and fixture(s) on the outlet side of the Weir River Water System's curb stop valve. Customers assume all responsibility and liability for the water service line from the curb stop valve to their Premises.

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6. CUSTOMER'S SERVICE PIPES – EXISTING STREET SERVICE CONNECTION

- a. The Weir River Water System shall have the authority to specify the size, type, and quality of the materials which shall be laid between the property line and structures on the Premises to be supplied.
- b. The service pipe from the property line and/or curb stop valve to the place of consumption shall be furnished and installed by the Customer at their sole expense and risk. Any and all repairs, maintenance, or replacement necessary on the Customer's service pipe or any pipe or fixture in or upon the Customer's Premises shall be performed by the Customer at their sole expense and risk. The Customer shall promptly notify the Weir River Water System of any leak, defect or damage affecting the service pipe between the property line and the point where metered. Existing Customer-owned service lines that are non-conforming with these Rules and Regulations may be repaired. If replacement is necessary, it must be brought up to current standards at the Customer's expense.

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- c. The Customer's service pipe and all connections and fixtures attached thereto shall be subject to the inspection and approval of the [Weir River Water System](#) before the water will be turned on. The contractor completing the work for the Customer must be an approved contractor.
- d. The service pipe shall be laid at all points at least five feet below the surface of the ground and shall be placed on firm and continuous sand or gravel (not ledge) so as to give unyielding and permanent support, and shall be installed in a trench at least ten feet in a horizontal direction from any sewer line, septic tank or leaching field and at least five feet from any other buried line or conduit. The trench shall be backfilled with clean sand or gravel, which excludes pavement, rock, cobbles, boulders, organic matter, or any deleterious material. Any vertical crossings shall be at least two feet and any sewer lines must be under the water line. Existing or future crossings, public or private, must be made known to the [Weir River Water System](#). Exceptions may be granted in writing by the [Weir River Water System](#) after approval of other agencies as required.
- e. The Customer shall make all changes in their portion of the service pipe required on account of changes of grade, relocation of mains or other causes.
- f. No fixture shall be attached to or any branch line or connection shall be made to the service pipe between the meter and the street main.
- g. Each [Premises](#) shall be supplied through a separate service connection to the [Weir River Water System's](#) water main, curb stop valve, curb box and meter. Should the property have multiple units that are separated by a vertical firewall, and each has a separate service connection to the [Weir River Water System's](#) water main, a curb stop valve, curb box, and meter for each unit, then the tenant can apply to the [Weir River Water System](#) to put the water account into their name. If there are multiple tenants off one service connection and meter, then the [Premises](#) owner is solely responsible for all water used on and in said buildings or [Premises](#). Separate connection fees are associated with each individual connection, regardless if only one building or [Premises](#) is served.
- h. If it is determined that more than one existing building, apartment, or [Premises](#) is supplied through a single service pipe, any violation of the Rules and Regulations of the [Weir River Water System](#) with reference to either or any of the said buildings or [Premises](#) shall be deemed a violation as to all and the water service shall be discontinued after the properties have been posted for at least 30 days and reasonable opportunity allowed for each building or [Premises](#) to attach their service pipes to a separate service connection, curb stop valve, curb box and meter which will be installed by the [Weir River Water System](#) at the expense of the Customer.

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7. SPECIAL APPLICATIONS FOR WATER SERVICE

- a. Water for transient, temporary, or special purposes must be specially applied for, and are applicable to the Water Balance Program.
- b. Whenever a street service connection is made to the mains for temporary service, or for building or construction purposes, the applicant will bear the entire cost and expense of installing and

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maintaining such service. The meter must be housed in a secure, heated, and weather protected location after the curb stop valve and the Customer shall bear the entire cost and expense of removing, such service (if required) when temporary usage has terminated. The method of removal of the temporary service from the main shall be at the direction and approval of the Weir River Water System. The applicant will be liable for the amount of water used in accordance with the schedule of rates of the Weir River Water System.

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8. CUSTOMER'S LIABILITY FOR CHARGES

A Customer who has made an application for water service to any Premises shall be held liable for all water service furnished to such Premises until such time as the Customer properly notifies the Weir River Water System to discontinue the service for said Customer's account and a final meter reading is obtained. For those Premises with remote reading meters, both the inside meter and remote meter reading device on the outside of Premises must be read.

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9. METERED SERVICE: LOCATION OF METERS

The Weir River Water System shall determine the location of meters; all meters must be installed at the time the service is connected to the main. Meters will be furnished, installed and removed by the Weir River Water System and shall remain its property. When a Premises is supplied by a Service Pipe, determined by the Weir River Water System to be unusually long, over 100 feet, the meter shall be installed outside in a Meter Vault or an approved above-ground enclosure, located and built in accordance with the Weir River Water System's specifications at the Customer's expense.

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a. Inside Meter Installation: For meters installed inside of the Premises, a meter with remote reading capabilities will be provided. Each individual meter must be installed with a locking style meter horn as approved by the Weir River Water System. All meters must be installed in a suitable location which will provide adequate protection against freezing or other damage and have the capability to be remote read. 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. For commercial/industrial meters installed inside of the Premises, a separate meter room with outside access and a key must be provided to the Weir River Water System. The Customer shall be responsible for the installation of the separate meter room.

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b. Outside Meter Installation: All meters installed outside of the Premises must be installed in a Weir River Water System approved meter pit. When it is determined by the Weir River Water System that the required meter size is greater than 2", the Customer shall:

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1) Install the meter with an inside meter setting in order to comply with applicable Confined Space Regulations, or;

2) Install the meter in a meter vault or hot box. The Customer is responsible for providing heat to the meter vault.

c. Service Reuse: In the event that an existing service connection and meter is to be reused due

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to a change in the original use of the property, the Customer must apply to the [Weir River Water System](#) for approval. The [Weir River Water System](#) will evaluate the change in use and apply the appropriate metering and Water Balance Program requirements.

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- d. If the [Weir River Water System](#) 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 an approved above-ground enclosure, located and built in accordance with the [Weir River Water System](#)'s specifications at the Customer's expense.

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- e. Any repairs, maintenance, or replacement necessary on the Customer's service pipe or any pipe or fixture in or upon the Customer's [Premises](#) shall be performed by the Customer at their sole expense and risk.

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10. PLUMBING MUST BE APPROVED BY THE WEIR RIVER WATER SYSTEM

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- a. All plumbing work in connection with the [Weir River Water System](#)'s water mains or appurtenances shall be subject to the inspection and approval by the Plumbing Inspector of each applicable Town. No underground work shall be covered up until inspected and approved by the applicable Plumbing Inspector. Whenever the applicable Plumbing Inspector determines that a job of plumbing is obviously defective, although not in direct violation of these [Rules and Regulations](#), the [Weir River Water System](#) will insist upon its being corrected, at the Customer's expense, before the water will be turned on.

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- b. All internal plumbing work to connect to the [Weir River Water System](#) shall be performed by a licensed plumber in accordance with Massachusetts Plumbing Code, the Massachusetts Building Code, and any other applicable regulations and to the satisfaction of the applicable Plumbing Inspector and the [Weir River Water System](#).

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11. CROSS CONNECTIONS NOT ALLOWED

- a. No pipe or fixture connected with the mains of the [Weir River Water System](#) shall be connected with pipes or fixtures supplied with water from any other source unless specifically approved by the Department of Public Health of The Commonwealth of Massachusetts.

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- b. Piping systems supplying swimming pools or tanks in which water might become polluted, shall be so arranged as to preclude water from reentering the water distribution system by siphonage or other means. These installations shall in each case be approved by the [Weir River Water System](#).

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- c. Fire pumps and booster pumps of any nature may be connected only after approval of the [Weir River Water System](#) and shall be constructed in such a manner to prevent cross connections and vacuum. Owners and operators of such equipment are liable for any and all damages to the [Weir River Water System](#) property or other Customer's property during such operation.

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- d. The plumbing on all Premises supplied from the Weir River Water System shall conform to the Commonwealth of Massachusetts plumbing codes, the Sanitary Code of the town in which the property is located, and/or regulations specified by the Department of Public Health.

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12. DAMAGE TO METERS

- a. Meters will be maintained by the Weir River Water System at its expense insofar as ordinary wear is concerned. However, the Customer shall be responsible for the meter installed at a Customer Premises 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 Weir River Water System, and the Customer shall assume the costs of such repairs, or if necessary, the replacement of the meter.
- b. The Customer shall promptly notify the Weir River Water System of any damage to the meter or its connections. The Customer shall permit no one who is not an authorized agent of the Weir River Water System or otherwise lawfully authorized to do so, to remove, inspect or tamper with the meter or other property of the Weir River Water System.

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13. METER TESTS AND TEST FEES

- a. All meters are tested for accuracy before initial installation at a new Premises and are also subjected to periodic tests. The Weir River Water System may at any time remove any meter for routine tests, repairs, or replacement and may, at its option and expense, test any meter when the Weir River Water System has reason to believe that it is registering inaccurately.
- b. A Customer's refusal or failure to permit the Weir River Water System to install, inspect, or replace a meter at the Premises being served shall be evidenced by a Customer's failure upon written request of the Weir River Water System to schedule an appointment for meter installation, or by the Customer's failure to keep a scheduled installation, inspection, or meter change appointment. Customers shall have at least fourteen (14) days following date of a written request from the Weir River Water System to schedule an appointment.
- c. Upon a Customer's refusal or failure (as defined in subsection (b) above) to permit installation, inspection, or replacement of a meter after previous notices, the Weir River Water System shall provide the Customer with written notification of its intention to discontinue water service on account of such failure. The notice shall provide a date for termination of service, which date shall not be earlier than fourteen (14) days from the date of the notice.
- d. If the meter has not been installed, inspected or changed by the specified termination date, the Weir River Water System may discontinue service. The Customer may request the Weir River Water System to make a special test of the accuracy of a meter. Such special test may be witnessed by the Customer or the Customer's authorized representative at the Customer's request. For such special test, the fee as established herein shall be paid in advance by the Customer but should the said meter be found upon said test to be more than 2% incorrect to the

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prejudice of the Customer, the fee so paid shall be returned to the Customer and the meter shall forthwith be adjusted by the Weir River Water System and the current bill corrected based on the following formula: 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% accuracy 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.

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- e. If the Customer is not satisfied with the Weir River Water System's special meter test results, they have the right to contact the Water Superintendent followed by the BWC regarding further action, determination or to begin an abatement process.
- f. All meters before being set have been carefully checked and tested for accuracy, and when placed into service are sealed. This seal must not be broken by the Customer.

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14. PUBLIC FIRE HYDRANTS

- a. As the Weir River Water System installs or replaces public fire hydrants in Hingham, Hull, or Cohasset, the hydrants will become the property of each corresponding town and will be billed to each corresponding town at the approved public fire protection hydrant rate.
- b. The Weir River Water System Private Operator shall be responsible for removing and replacing up to 10 public sub-standard hydrants annually. Ungated hydrants shall be the first priority for replacement, followed by gated hydrants. Hydrant replacement plan shall be approved by the Water Superintendent in conjunction with the Hingham, Hull, and Cohasset Fire Departments. The replacement of any additional hydrants shall be the responsibility of each town. All new hydrants shall be installed under the direction of and in coordination with the Weir River Water System.
- c. The Weir River Water System Private Operator shall be responsible for cleaning and painting up to 10 percent of the Weir River Water System's hydrants annually. The maintenance of additional existing hydrants shall be the responsibility of each town.
- d. The Weir River Water System Private Operator shall exercise all public hydrants annually to check for defects, non-draining barrels, and defective or missing hose caps.
- e. Any expense for repairs to the hydrant or Weir River Water System property caused by negligence will be paid for by the responsible party.
- f. The use of fire hydrants will be restricted to the taking of water for the extinguishing of fires and water shall not be taken from any fire hydrant for construction purposes, sprinkling streets, street sweeping, flushing sewers or gutters or for other use unless specially permitted by the Weir River Water System in writing for the particular time and occasion.

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- g. Inspections and tests of public hydrants will be made by the Weir River Water System at convenient times and reasonable intervals.
- h. **Unauthorized Use:** No water shall be taken from a public hydrant except for fire purposes, unless authorized by the Weir River Water System in writing. Persons using water without permission of the Weir River Water System shall be prosecuted to the fullest extent of the law.
- i. No person shall obstruct the access to any fire hydrant by placing or permitting any snow, debris, building material or other obstruction to remain on or about a hydrant which will in any manner interfere with its immediate use. Each customer is encouraged to shovel snow and clear debris or brush around the fire hydrant for access.

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15. PRIVATE FIRE SERVICE/PRIVATE FIRE HYDRANTS

- a. The entire cost of the labor and materials for installing a private fire service from the main to the property line will be paid for by the Customer. The Weir River Water System shall furnish, install, own and maintain all new fire service connections to the property line, provided the cost of excavation, backfill, and removal, and replacement of paving, walks, curbs, etc., including the hiring of traffic control personnel, and obtaining the street opening permits, necessarily incurred in respect to new services, shall be borne by the Customer or other applicant for service. For replacement or maintenance of ~~the service, not on the Customer's side of the service,~~ the Weir River Water System shall bear all costs. All work performed on the Customer's side of the service and Premises shall be done by the Customer at their expense.
- b. A gate valve controlling the entire supply will be placed on the fire service between the main and the property line of the Premises being served. Any valve pit or vault, which may be required, will be furnished at the expense of the Customer.
- c. The private fire service shall be subject to the inspection, test, and approval of the Weir River Water System before the service is made effective.
- d. A private fire service connection is furnished for the purpose of supplying water for the extinguishment of fires only, and no use of water from such connection for any other purpose shall be made without approval of the Weir River Water System. The Weir River Water System reserves the right, if water is used in violation of (c) above, to install a meter on the connection at any time at the Customer's expense which will meet the requirements of applicable fire insurance companies. In the event a meter is installed, the established meter rates, including both water and service charges, will apply in lieu of the rates for Private Fire Protection as listed below.
- e. The Customer shall notify the Weir River Water System within a period of seventy-two (72) hours after any usage of the fire sprinkler system.
- f. A detector check valve with by-pass, including meter installed in such by-pass, shall be furnished and installed by the Customer in accordance with Weir River Water System requirements, just inside the building wall or other convenient location on the Customer's Premises as designated

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by the Weir River Water System. Any meter pit or vault required by the Weir River Water System shall be constructed and maintained at the expense of the Customer. The by-pass meter will be maintained by and at the expense of the Customer.

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- g. Any repairs or maintenance performed within the property of the Customer, whether done by the Customer or the Weir River Water System, will be at the Customer's expense, and that performed in the street will be at the expense of the Weir River Water System.

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- h. Hydrants and other fixtures connected with a private fire service connection may be sealed by the Weir River Water System and such seals shall be broken only in case of fire or as specially permitted by the Weir River Water System, and the Customer must immediately notify the Weir River Water System of the breaking of any such seal.

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- i. No pipe or fixture connected with a private fire service connection served by the Weir River Water System shall be connected with pipes or fixtures supplied with water from any other source.

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- j. The Weir River Water System shall determine the size and location of any and all connections made to its mains for private fire service.

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- k. The entire private fire service connection and all parts of it which are located outside of the property line of the Customer are and shall remain the property of and under the complete jurisdiction of the Weir River Water System.

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- l. No test of Fire Services shall be permitted without prior approval by the Weir River Water System, (who may elect to have an authorized agent present). They shall be scheduled to cause the least possible inconvenience to the Weir River Water System's other Customers.

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16. DISCONTINUANCE OF WATER

Service rendered to Customers may be terminated by the Weir River Water System only as follows:

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- a. When a bill is not paid in full within 60 days from the date of the bill or a payment plan set up, a shut off notice shall be sent to the consumer. Failure to pay the delinquent amount or set up a payment plan within 14 days from the date of said shut off notice may result in the water being shut off to the property.

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- b. Failure to repair service leaks within Customer's own property line after notification from the Weir River Water System.

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- c. For refusal or failure to permit the Weir River Water System to install, or inspect, or replace a meter at the Premises being served shall be evidenced by a Customer's failure upon written request of the Weir River Water System to schedule an appointment for meter installation, or by the Customer's failure, to keep a scheduled installation, inspection, or meter change appointment. Customers shall have at least fourteen (14) days following the date of a written request from the

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[Weir River Water System](#) to schedule an appointment.

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- d. Misrepresentation in application as to identity.
- e. For vacancy, where a residence or dwelling has been unoccupied for more than sixty (60) days.
- f. For failure to comply with Rule 5(c) governing certain applications for service.
- g. For failure to provide reasonable access, at reasonable times, to the water meter and related appurtenances including remote meter readers, as required by, and authorized under, G.L. c. 165, sec. 11D.
- h. For (a) failure to comply with applicable Department of Environmental Protection cross connection regulations (310 C.M.R. 22.22); or (b) failure to provide reasonable access, at reasonable times, to Customer [Premises](#) for purposes of inspecting for cross connections.
- i. For tampering with or by-passing the [Weir River Water System's](#) meter, meter readers and related appurtenances, or for using any other device or means to obtain unauthorized water service.
- j. If there are three or more violation of mandatory water use restrictions within a calendar year as referenced in [Section 24 WATER CONSERVATION RESTRICTIONS](#).

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Notwithstanding the foregoing requirement that reasonable notice be given by the [Weir River Water System](#) prior to terminating service under this [Rule 16\(b\)](#), if in the reasonable judgment of the [Weir River Water System](#) the existence of an unauthorized cross connection poses an immediate and significant risk to public health and safety, the [Weir River Water System](#) may immediately discontinue service without prior notice to the Customer, provided that notice of the [Weir River Water System's](#) action and the grounds therefor is given as soon as possible thereafter.

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Whenever the Customer desires to have [the Customer's](#) service contract terminated or [the Customer's](#) water service discontinued, [the Customer](#) shall so notify the [Weir River Water System](#). Until such notice is received by the [Weir River Water System](#) and the [Weir River Water System](#) has access to remove the meter or obtain the final readings, the Customer shall be responsible for the payment of all service rendered by the [Weir River Water System](#), including charges for meter repairs caused by damage by hot water or freezing or other external causes. A reasonable time after receipt of such notice shall be allowed for the [Weir River Water System](#) to take a final reading of the meter or meters and to discontinue service.

Discontinuing the supply of water to any [Premises](#) for any reason shall not prevent the [Weir River Water System](#) from pursuing any lawful remedies by action at law or otherwise for the collection of monies due from the Customer.

With regard to any Customer where all residents are sixty-five (65) years of age or older, the [Weir River Water System](#) shall give written notice to the Executive Office of Elder Affairs (or any agency designated by the Executive Office of Elder Affairs for such purposes) and the residents of such

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household before terminating service.

The Weir River Water System shall not terminate or refuse to restore service to a residential Customer if it is certified to the Weir River Water System that the Customer or someone living at the Customer's Premises is seriously ill or that at the Customer's Premises there is a domiciled child under 12 months of age and the Customer's service has not been terminated for nonpayment before the birth of the child.

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In addition, the Weir River Water System shall not intentionally shut off the water service to any Premises occupied by a person who is seriously ill if the Town receives written notice from the municipal health authorities or a registered physician verifying the fact of such illness.

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17. LIENS

a. Upon acceptance of, and in accordance with the provisions of M.G.L. c. 40, § 42A through 42E, of the Massachusetts General Laws, unpaid bills and any accrued interest and fees thereon will become a lien on the properties to which water has been furnished.

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b. The following procedure for establishing a valid water lien will be administered by the Town of Hingham Treasurer/Collector and in accordance with any Intermunicipal Agreements between the Town of Hingham and the Town of Hull and the Town of Cohasset:

- 1) After the due date of the fourth billing of each fiscal year, a \$15.00 demand/penalty fee will be added to the account and a demand notice will be mailed to the Customer,
- 2) Demand bills remaining unpaid after the due date will become a water lien.
 - i. The Hingham Treasurer/Collector will certify water lien accounts to the respective Assessor's office (Hingham, Hull, or Cohasset), on or about November 15th of each year for commitment to the actual real estate tax bill for that fiscal year. I.E. Fiscal Year 2020 delinquent water bills will become a Fiscal Year 2021 water lien.
 - ii. A \$50.00 per meter lien penalty will be added to each account and become part of the lien per the BWC.
 - iii. A water lien added to real estate tax will be valid as long as the lien for the real estate tax is valid, as specified in M.G.L. c. 60, § 37. If the unpaid water lien is not added to the real estate tax, it will expire on October 1st of the third year after the charges became due.

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c. The following procedure for enforcing a valid water lien will be administered by the Town of Hingham, the Town of Hull, and the Town of Cohasset Treasurer/Collectors respectively and in accordance with any Intermunicipal Agreements between the Town of Hingham and the Town of Hull and the Town of Cohasset:

- 1) Each Treasurer/Collector (Hingham, Hull, and Cohasset), upon receipt of a warrant to collect from their respective Assessor, will become responsible for collection of the water liens committed to them by the Assessors.
- 2) Water liens are subject to the same interest rates and collection procedures as the taxes

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to which they are added, including:

- i. The issuance of a warrant;
- ii. The enlistment of Deputy Collector services;
- iii. The placement of a tax lien at the Registry of Deeds and, if necessary;
- iv. Foreclosure of the tax lien through Land Court.

18. RENEWAL OF WATER SERVICE AFTER DISCONTINUANCE

When water service to any [Premises](#) has been terminated for any reason other than temporary vacancy it will be renewed only (1) after the acceptance of a new application and when the conditions, circumstances or practices which caused the water service to be discontinued are corrected to the satisfaction of the [Weir River Water System](#), and upon the payment of all charges due and payable by the Customer in accordance with [these Rules and Regulations](#), (2); provided, however, that if service has been terminated because of non-payment by a Customer who is a landlord, individually metered tenants of the landlord may apply for service upon payment of an amount equal to a projected bill for a 30 day period and such portion of any arrearage of the landlord. A payment plan on overdue charges can be arranged if so desired, the abatement process must be established to set this plan.

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19. ESTABLISHMENT OF RATES

Rates chargeable for water and payable by the Customer shall be determined by the BWC as authorized under M.G.L. c. 41, § 69B and all other applicable laws. [Rates, fees and other charges](#) are subject to change upon approval of the BWC and after all duly posted public meetings have been completed. The rate setting process is as follows:

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- a. In October, a notice of the annual report will be sent to [Customers](#) for the rate setting public meetings.
- b. Town Administrator shall submit [the Weir River Water System](#) enterprise budget recommendation (inclusive of capital) and proposed water rates to the BWC and the Citizen Advisory Board in November of each calendar year.
- c. The BWC and Hingham Advisory Committee shall conduct public meetings on the proposed water rates in December/January of each calendar year. Members of the Citizen Advisory Board will advise the BWC on proposed water rates.
- d. The BWC will recommend [the Weir River Water System](#) enterprise budget by March for consideration by the Hingham Advisory Committee.
- e. The Hingham Advisory Committee shall recommend [the Weir River Water System](#) enterprise budget and any associated warrant article recommendations for Town Meetings' consideration.
- f. Rates, capital and the [Weir River Water System](#) enterprise budget shall be voted on at Town Meeting each April.

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g. Rates shall be formally adopted by the BWC each May for implementation on July 1.

20. BILLS FOR WATER SERVICE

a. Customers are responsible for furnishing the Weir River Water System with their correct address. Failure to receive bills will not be considered an excuse for nonpayment nor permit an extension of the date when the account would be considered past due.

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b. All bills will be sent to the address entered in the application unless the Weir River Water System is notified in writing by the Customer of any change of address.

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c. The Weir River Water System will not be bound by bills rendered under mistake of fact as to the quantity of service rendered.

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d. 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.

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e. All bills shall be payable upon receipt. However, no bill shall be considered “due” less than thirty (30) days from the date of the bill.

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f. No disputed portion of a bill which relates to the proper application of approved rates and charges, or the Weir River Water System’s compliance with these Rules and Regulations, shall be considered “due” during the pendency of any complaint, investigation, abatement request, hearing or appeal under these Rules and Regulations.

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g. Bills for the basic service charge for metered or seasonal accounts shall be due and payable in arrears. Bills for water used above the allowance included in the basic charge shall be due and payable in arrears. The Weir River Water System may render bills on either a quarterly or monthly basis, depending upon the class and quantity of service rendered.

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h. Bills for public fire service shall be rendered quarterly in arrears and shall be due as payable when rendered.

i. Bills for private fire service shall be payable quarterly or monthly in advance.

21. ABATEMENT PROCEDURE

In addition to any other abatement procedure provided by law, abatements and adjustments will be made for clerical errors, misreads, or failure of Weir River Water System equipment. Abatements may be issued for water leaks in accordance with the below procedure. Abatements shall not be issued for water wasted by improper or damaged service pipes or fixtures belonging to the Customer. Abatements shall not be issued, in whole or in part, by reason of the extended absence of the Customer unless the service has been discontinued at his or her request.

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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.

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- a. 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 over the last three year period.

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.

In addition to any other abatement procedure provided by law, the Abatement Procedure for water bills is below:

- a. All requests for adjustments of water bills shall be made within thirty (30) days of the billing date. Abatement request must be made in writing, signed by the Customer or property owner, directed to the Water Superintendent, and shall state concisely the amount the Customer wishes to be abated and the reason why the Customer requests that the abatement should be granted.

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- b. The Water Superintendent or designee shall, upon written request, consider an abatement of a water bill that has not been paid. The account history will be checked. An appointment will be made to inspect the Premises, Service pipes, internal plumbing, toilets and/or other associated fixtures belonging to the Customer may be checked, and leaks pointed out to the Customer. The meter reading will be verified. The Customer will be informed that they may have the Water Superintendent test their meter for accuracy.

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- c. The Water Superintendent or designee shall investigate with the Customer and render a decision within forty five (45) days of receipt of a request for abatement. Within ten days after rendering their decision on an application for an abatement, the Water Superintendent shall send written notice thereof to the applicant. If the Water Superintendent fails to take action on such application for a period of three months following the filing thereof, the Water Superintendent shall, within ten days after such period, send the applicant written notice of such inaction. Said notice shall indicate the date of the decision or the date the application is deemed denied and shall further state that appeal of such decision or inaction may be taken as provided below. Shut off will not happen during this time.

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- d. If the Customer disagrees with the decision or inaction of the Water Superintendent, they can appeal to the BWC within 45 days. The BWC shall, upon written request, use their best effort to hold a hearing within thirty (30) days of receipt of a request for an abatement and shall render a decision within forty-five (45) days from date of the hearing.

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 the Customer's request.

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

22. THEFT OF SERVICE

In the event the Weir River Water System 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 the Weir River Water System access to the property to install a meter, the Customer will be assessed a Theft of Service Charge as listed in the Weir River Water System's miscellaneous charges. In addition, a Customer who knowingly and with purpose alters the Weir River Water System's infrastructure in order to receive water without payment will be assessed the Theft of Service Charge and will be responsible for its repair or replacement. Customers who open, close, remove, or in any way tamper with Weir River Water System infrastructure, including gates, valves, hydrants, shutoffs, water meters, standpipes, and any other portion of the Weir River Water System, shall be subject to all charges, penalties or damages as provided by these Rules and Regulations and any other applicable law.

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23. PRESSURE AND CONTINUITY OF SUPPLY

- a. The Weir River Water System does not guarantee a sufficient or uniform pressure, or an uninterrupted supply of water and Customers are cautioned to provide sufficient storage of water where an absolutely uninterrupted storage supply must be assured, such as for steam boilers, domestic hot water system, gas engines, medical equipment, etc.
- b. In high level sections where pressure is low the Customer shall, if the Customer desires a higher pressure than that furnished at the mains of the Weir River Water System, install at the Customer's own expense a tank and/or booster pump, of a type and installation approved by the Weir River Water System. No pump shall be directly connected to any Weir River Water System main or service unless prior written authorization and approval has been obtained from the Weir River Water System.
- c. Where the pressure to a Customer's Premises is greater than the Customer wished, it shall be the Customer's responsibility to install the proper regulating device to reduce pressure to the extent desired.
- d. The Weir River Water System shall have the right to reserve sufficient supply of water at all times to provide for fire, health and sanitary requirements, whenever the public health, safety or welfare may require it.

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24. WATER CONSERVATION RESTRICTIONS

The Weir River Water System may restrict non-essential outdoor water use for water utilized from the water service connection as a means of managing its water supply. Based on an evaluation of

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drought conditions, extended forecasts, groundwater levels, surface water levels, stream and river flows, the state and condition of its water supply, or the time of year, the Weir River Water System may implement one of two water restriction programs at any time:

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a. **Annual Restrictions:** The following restrictions may be implemented by the Weir River Water System at any time during the period April 15 through October 15 (the “restriction period”) and shall apply to all Customers:

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- 1) No operation of irrigation systems or hose-end sprinklers between 10 a.m. and 6 p.m.
- 2) Watering by sprinkler or irrigation systems is allowed on Customers’ assigned day only before 10 a.m. and after 6 p.m.
- 3) Customers’ assigned days are as follows:
 - i. Odd addresses: Mondays and/or Thursdays;
 - ii. Even addresses: Tuesdays and/or Fridays;
- 4) Hand watering is allowed anytime, unless prohibited pursuant to Drought Condition Restrictions.
- 5) The Weir River Water System may institute further restrictions, on a community-by-community basis, as conditions or regulations may require.
- 6) The following shall also apply:
 - i. Enforcement: during the restriction period, 1st Violation and 2nd Violation notices shall state the consequences (i.e., shut off-termination charges and fees) for each subsequent violation cited during the restriction period.
 - ii. The Weir River Water System will notify local towns and agencies and the Department of Environmental Protection of the implementation of restrictions.
 - iii. Copies of notification, penalties, termination notices, and acknowledgements of penalties will be kept by the Weir River Water System.
 - iv. Customers will be notified by local newspaper and radio stations, signs posted on roadways entering the community, handouts and advance notification through billing of these restrictions. In an emergency requiring 24 hour or less notification, termination will be deferred until the Customer found in violation is personally notified.
 - v. Exceptions may be granted for Annual Restrictions based on the review and approval of the Weir River Water System.
 - vi. Restrictions will remain in effect until public notice is given by the Weir River Water System.
 - vii. Costs of termination and restoration must be paid in full before service is restored.
 - viii. The words “Personal Notification” shall be taken to include posting at the Premises being serviced by hanging or taping to the entrance facing the street, walk or driveway.

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- b. **Drought Restrictions:** During any state-declared or state-confirmed drought, situation of operational limitation of the water supply system, or potential for exceeding the allowable water withdrawal volume under the Water Management Act, the [Weir River Water System](#) may restrict water usage using any of the following restriction levels:

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LEVEL I: Mandatory Restrictions – Outside irrigation limited to 1 day per week per [Customer](#), based on an odd/even allocation program. Odd addresses are Mondays and Even addresses are Tuesdays.

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1st Violation – \$50 Fine

2nd Violation – \$100 Fine

Subsequent Violations – Termination of service, plus the costs of termination and restoration. For three or more violations within a calendar year.

LEVEL II: Mandatory Total Ban – All non-essential outdoor usage is prohibited (irrigation using automatic sprinklers or soaker hoses; the washing of vehicles, exterior building surfaces, parking lots, driveways, and sidewalks; and, filling swimming pools). The [Weir River Water System](#) may also ban the use of hand held watering at their discretion.

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1st Violation – \$50 Fine

2nd Violation – \$100 Fine

Subsequent Violations – Termination of service, plus the costs of termination and restoration. For three or more violations within a calendar year.

- 1) 1st Violation and 2nd Violation notices shall state the consequences (i.e., shut off – termination costs and fees) for each subsequent violation cited during the restriction period.
- 2) The [Weir River Water System](#) will notify local [towns and agencies](#) and the Department of Environmental Protection upon the implementation of any level of restrictions.
- 3) Copies of notification, penalties, termination notices, and acknowledgements of penalties will be kept of file by the [Weir River Water System](#).
- 4) Customers will be notified by local newspaper and radio stations, signs posted on roadways entering the community, handouts and advance notification through billing for drought related restrictions. In an emergency requiring 24 hour or less notification, termination will be deferred until the Customer found in violation is personally notified.
- 5) No exceptions will be granted for Drought Restrictions.
- 6) Restrictions will remain in effect until public notice is given by the [Weir River Water System](#).
- 7) Costs of termination and restoration must be paid in full before service is restored.

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WEIR RIVER WATER SYSTEM
RULES & REGULATIONS

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8) The words (Personal Notification) shall be taken to include posting at the [Premises](#) being serviced by hanging or taping to the entrance facing the street, walk or driveway.

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9) The words (restriction period) shall mean the interval between publication of the first public notice in accordance with Section 25(b)(2) above and the lifting of restrictions as stated in Section 25(b)(6).

25. WATER BALANCE PROGRAM

- a. Water supplies for new developments and expanding water needs must be offset through a Water Balance Plan in order to manage water withdrawals within the limits established, regulated, and enforced by the Massachusetts Department of Environmental Protection.
- b. The Water Balance Program applies to all new and expanded water use projects with the following exceptions:
 - 1) Residential Development with only a single service connection and;
 - 2) New and/or expanded water use developments that are expected to require less than 100,000 gallons per year of water.
- c. For applicants that do not meet the exceptions listed above, the Water Balance Program provides the following options: Applicant-Directed Conservation, Water Banking, and Supplemental Source of Water Supply.

d. Applicant-Directed Conservation:

- 1) Applicant shall identify and implement water conservation activities through retrofits approved by the [Weir River Water System](#).
- 2) The Applicant must provide the [Weir River Water System](#) with an estimate of the annual water demand for the proposed new development or expanded water use, and must develop and implement a Conservation Plan that will reduce the existing water usage within the [Weir River Water System](#) by an amount equal to the estimated demand of the proposed new development. Maximum day water demands can be estimated by Massachusetts Title 5 regulations (310 CMR 15.203) or by actual data from comparable facilities (upon approval by the [Weir River Water System](#)).
- 3) Estimated water usage for a variety of plumbing devices is included in the Water Balance Program Application **in Appendix ****.
- 4) Note that irrigation demand must be estimated separately in each demand projection. Any new irrigation system will be required to use a rain or moisture sensor that is designed to

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WEIR RIVER WATER SYSTEM
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interrupt the cycle of an automatic irrigation system when a specific amount of rainfall has occurred or when the moisture in the soil exceeds a specified limit.

- 5) Water demand estimates shall be subject to review and acceptance by the [Weir River Water System](#).
- 6) All Applicants under the Applicant-Directed Conservation Option must include a preliminary deposit of \$1,000 with the application, except for Applicants electing to use Title 5 Design Flows as the basis for water demand projections. Additional cost to review, approve, and audit the project will be billed to the Applicant on an as needed basis. Any unused funds will be returned to the Applicant.
- 7) Water service will not be provided to the Applicant's project until the activities described by the approved Water Conservation Plan have been completed.

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e. Water Banking:

- 1) All Applicants under the Water Banking Option shall provide funding for the Water Bank that will be used by the [Weir River Water System](#) to fund conservation efforts. The Water Bank shall be operated and managed by the [Weir River Water System](#). The Water Superintendent shall report to the BWC on all usage of Water Bank funds.
- 2) The Applicant must provide the [Weir River Water System](#) with an estimate of average annual water usage and maximum daily water usage, including all relevant supporting data. Maximum day water demands can be estimated by Massachusetts Title 5 regulations (310 CMR 15.203) or by actual data from comparable facilities (upon approval by the [Weir River Water System](#)). Upon request, the [Weir River Water System](#) will provide historical water demand data.
- 3) Note that irrigation demand must be estimated separately in each demand projection. Any new irrigation system will be required to use a rain or moisture sensor that is designed to interrupt the cycle of an automatic irrigation system when a specific amount of rainfall has occurred or when the moisture in the soil exceeds a specified limit.
- 4) Water demand estimates shall be subject to review and acceptance by the [Weir River Water System](#).
- 5) Once the [Weir River Water System](#) has reviewed and accepted the Applicant's estimated water demands, the Applicant must provide funding for the Water Bank at a rate of \$10 per gallon per day based on the proposed development's annual average water demand. If the project's estimated average daily water demand is greater than 10,000 gallons per day, the [Weir River Water System](#) has the discretion to modify the Water Bank rate on a case-by-case basis. In such cases, the Water Bank rate will be calculated and determined based on the sum of the actual costs incurred by the [Weir River Water System](#) for completing water conservation work divided by the gallons saved associated with the work.

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**WEIR RIVER WATER SYSTEM
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- 6) The Applicant must include a preliminary deposit of \$1,000 as part of the application, except for Applicants electing to use Title 5 Design Flows as the basis for water demand projections. Additional costs to review, approve, and audit the project will be billed to the Applicant on an as needed basis. Any unused funds will be returned to the Applicant.
 - 7) Water service will not be provided to the Applicant's project until the Applicant has provided the required funds for the Water Bank.
- f. **Supplemental Source of Water Supply:**

- 1) Applicant shall identify and develop a supplemental source of supply for the Weir River Water System. The Applicant shall finance the development of the supplemental source. The development of a supplemental source of supply is subject to further negotiations and agreement between the Weir River Water System and the Applicant.
 - 2) Additional meetings with the Weir River Water System will be required to review this option upon completing a Water Balance Program Application.
- g. A pre-application meeting with the Weir River Water System is encouraged to explore the above options. The Weir River Water System will work with the Applicant towards any of the above options.
- h. A Water Balance Program Application can be found in Appendix *.

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26. INTERRUPTIONS IN WATER SUPPLY

The Weir River Water System may at any time shut off the water in the mains in case of accident, or for the purpose of making connections, alterations, repairs, changes, or for other reasons, and may restrict the use of water to reserve a sufficient supply for public fire service or other emergencies whenever the public health, safety or welfare may require it.

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Deleted: <#>**LIABILITY OF THE TOWN WATER SYSTEM**

<#>
<#>The Town Water System will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in the service, but it cannot and does not guarantee that such will not occur. The Town Water System will endeavor to notify Customers impacted by the interruption.

Deleted: <#>The Town Water System shall in no event be liable for any damage or inconvenience caused by reason of any break, leak or defect in the Customer's service pipe or fixtures.

Deleted: <#>The Town Water System shall in no event be liable for any damage caused by discolored water resulting from the operations of the water system including: opening or closing of a gate valve; from repairs to the distribution system or the treatment plant' the use of hydrants for fire protection or flushing of the system; the breaking of any water main; or any other reason.

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27. GENERAL PROVISIONS

- a. The service pipes, meters and fixtures on the Customer's Premises shall at all reasonable hours be accessible to the Weir River Water System for observation or inspection.
- b. No person shall turn the water on or off at any street valve, corporation stop, curb stop valve, or other street connection, or disconnect or remove any meter without the consent of the Weir River Water System. Penalties provided by these Rules and Regulations and any other applicable law for any such action will be strictly enforced.

WEIR RIVER WATER SYSTEM
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c. Employees, operators, contractor or agents of the Weir River Water System are expressly forbidden to demand or accept any compensation for any service rendered to its Customers except as covered in these Rules and Regulations.

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d. No employee, operator, contractor or agent of the Weir River Water System shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter of these Rules and Regulations.

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e. Any complaint regarding service or against any employee, operator, contractor or agent of the Weir River Water System should be made at the office of the Water Superintendent or Town Administrator's office and preferably in writing.

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f. The Weir River Water System shall have the right to cut off the water supply to make repairs, changes or connections to its mains and other equipment. The Weir River Water System will use reasonable effort to notify the Customer in advance of such discontinuance of service, but it will not be liable for any damage or inconvenience suffered by the Customer because of such discontinuance of service, or because of failure to notify the Customer in advance of its intention to discontinue service.

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g. The Weir River Water System shall not be responsible for any damage caused by discolored water resulting from the operations of the Weir River Water System including: opening or closing of a gate valve; from repairs to the distribution system or the treatment plant, the use of hydrants for fire protection or flushing of the system; the breaking of any water main; or any other reason.

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**WEIR RIVER WATER SYSTEM
RULES & REGULATIONS**

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RATE FOR METERED SERVICE

AVAILABILITY

This rate is available to customers located in the Hingham, Hull and Cohasset service areas, for all purposes except fire protection, subject to these [Rules and Regulations](#).

WATER CHARGE

A water charge will be made for all water used as registered by the meter, as set forth below:

Rate Per Hundred Cubic Feet (CCF)

RATE R1 - Applies to all metered [Residential Usage](#) by [Customers](#) classified as such on the [Weir River Water System's](#) records.

First 12 CCF per Quarter/ 4 CCF per Month	\$3.613
Over 12 CCF per Quarter/ 4 CCF per Month	\$4.588

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RATE G1 - Applies to all metered [Commercial Usage](#) by [Customers](#) classified as such on the [Weir River Water System's](#) records, which do not qualify for Rate G4.

First 12 CCF per Quarter/ 4 CCF per Month	\$2.668
Over 12 CCF per Quarter/ 4 CCF per Month	\$3.230

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RATE G2 - Applies to all metered [Public Authority Usage](#) by [Customers](#) classified as such on the [Weir River Water System's](#) records, which do not qualify for Rate G4.

First 12 CCF per Quarter / 4 CCF per Month	\$2.653
Over 12 CCF per Quarter/ 4 CCF per Month	\$2.959

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RATE G3 - Applies to all metered [Industrial Usage](#) by [Customers](#) classified as such on the [Weir River Water System's](#) records, which do not qualify for Rate G4.

All Usage	\$2.953
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RATE G4 - Applies to the total monthly usage by qualifying non-residential [Customers](#), classified as such on the [Weir River Water System's](#) records, as per the following criteria:

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Monthly billed amounts no less than 10,000,000 gallons and no more than 40,000,000 gallons.

Past 12 months total billed amount no less than 120,000,000 gallons.

All Usage	\$2.009
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Usage which does not meet these criteria shall be charged at the appropriate G1, G2 or G3 Rate.

WEIR RIVER WATER SYSTEM
RULES & REGULATIONS

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SERVICE CHARGE

In addition, all metered general water service Customers shall pay a service charge on the size of each meter installed. Customers with multiple meters shall be charged for each meter at the indicated rate.

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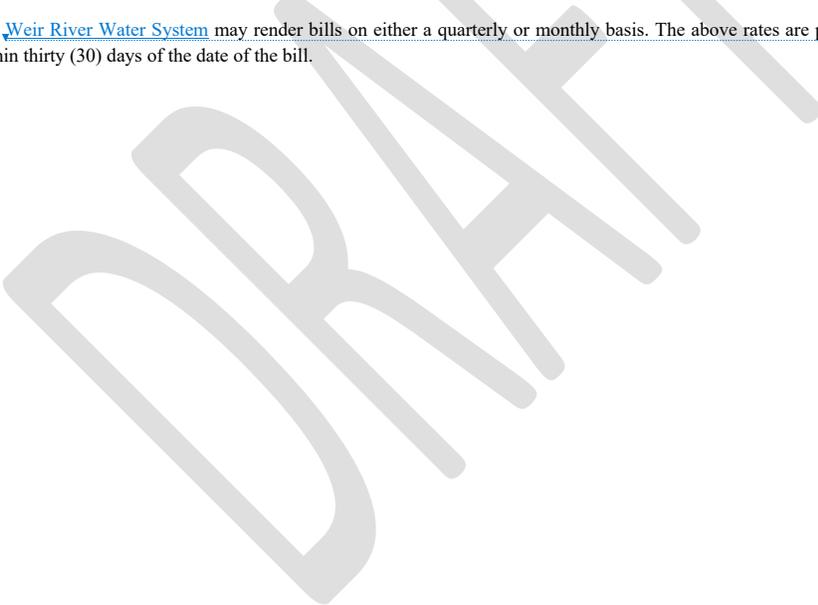
Service Charge

<u>Size of Meter</u>	<u>Per Month</u>	<u>Per Quarter</u>
5/8"	\$ 16.08	\$ 48.24
3/4"	\$ 24.05	\$ 72.15
1"	\$ 40.12	\$ 120.36
1 1/2"	\$ 80.32	\$ 240.96
2"	\$ 128.55	\$ 385.65
3"	\$ 241.10	\$ 723.30
4"	\$ 401.88	\$ 1,205.64
6"	\$ 803.82	\$ 2,411.46
8"	\$ 1,286.16	\$ 3,858.48

TERMS OF PAYMENT

The Weir River Water System may render bills on either a quarterly or monthly basis. The above rates are payable within thirty (30) days of the date of the bill.

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WEIR RIVER WATER SYSTEM
RULES & REGULATIONS

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RATE FOR PRIVATE FIRE PROTECTION

AVAILABILITY

This rate is available to Customers located on the mains of the [Weir River Water System](#) within the Towns of Hingham, Hull and Cohasset for Private Fire Protection, subject to these [Rules and Regulations](#).

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	<u>Per Year</u>
For each service connection 1"	\$ 122.17
For each service connection 1.25"	\$ 137.54
For each service connection 1.5"	\$ 154.84
For each service connection 2"	\$ 206.69
For each service connection 2.5"	\$ 272.00
For each service connection 3"	\$ 352.67
For each service connection 4" or smaller	\$ 552.44
For each service connection 6"	\$ 1,105.64
For each service connection 8"	\$ 1,873.97
For each service connection 10"	\$ 2,949.64
For each service connection 12"	\$ 4,178.96
For each privately owned fire hydrant serving Cohasset, Hingham, and Hull	\$ 913.37
For each privately owned fire hydrant outside Cohasset, Hingham, and Hull	\$ 1,150.13

TERMS OF PAYMENT

Bills shall be rendered and due monthly or quarterly in advance. The above rates are net and are payable within thirty (30) days of the date of the bill. The [Weir River Water System](#) reserves the right to disconnect the service of any Customers not having their account paid in full within thirty (30) days of the date of the bill.

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SPECIAL PROVISIONS

- (a) All water shall be used for fire protection purposes only.
- (b) The [Weir River Water System](#) reserves the right, if water is used in violation of (a) above, to install a meter on the connection at any time which will meet the requirements of the fire insurance companies. In the event a meter is installed, the established meter rates, including both water and service charges, will apply in lieu of the above rates for Private Fire Protection.

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WEIR RIVER WATER SYSTEM
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RATE FOR PUBLIC FIRE PROTECTION

AVAILABILITY

This rate is available for Public Fire Protection only, and is subject to these Rules and Regulations,

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RATES

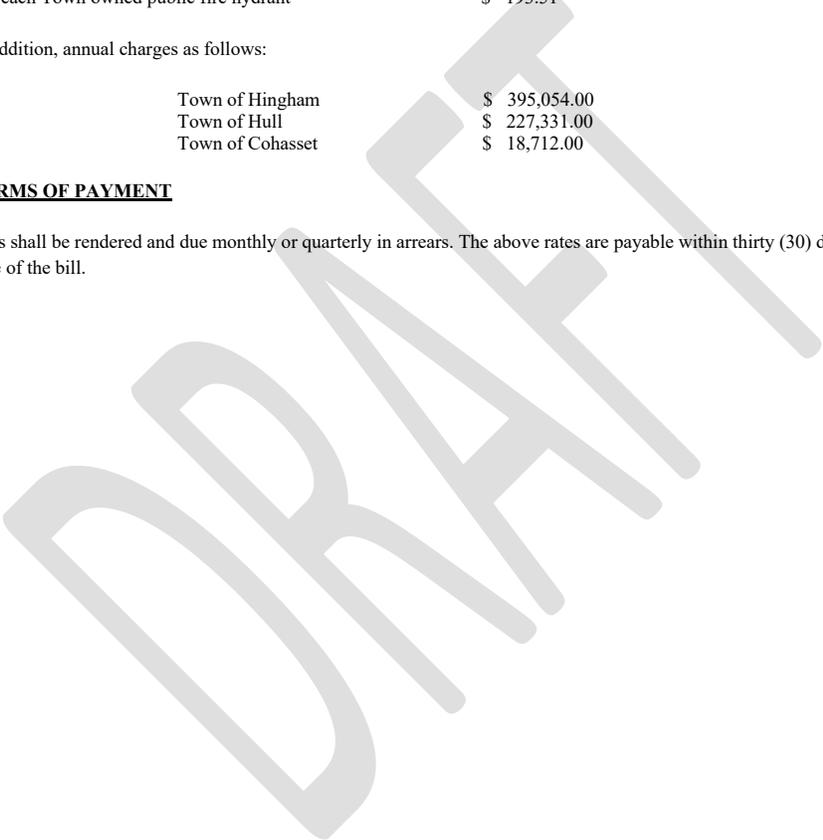
For each Town owned public fire hydrant \$ 193.51

In addition, annual charges as follows:

Town of Hingham	\$ 395,054.00
Town of Hull	\$ 227,331.00
Town of Cohasset	\$ 18,712.00

TERMS OF PAYMENT

Bills shall be rendered and due monthly or quarterly in arrears. The above rates are payable within thirty (30) days of the date of the bill.



**WEIR RIVER WATER SYSTEM
RULES & REGULATIONS**

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SALE FOR RESALE

AVAILABILITY

This rate is available to municipalities, or political subdivisions thereof, for resale to customers resident in territory contiguous to that served by the [Weir River Water System](#) and only upon entering into a written agreement with the [Weir River Water System](#).

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RATE

For all water taken, subject to the minimum charge as provided below: \$ 2.00 per 1,000 gallons

MINIMUM CHARGE

A variable minimum charge will apply based on the minimum monthly delivery occurring over the preceding 12 months, but not less than 100,000 gallons per month, times the currently allowed rate per 1,000 gallons.

Example: Given a minimum monthly billing of 500,000 gallons, the minimum charge would be $\$2.00 \times 500 = \$1,000$ per month.

TERMS OF PAYMENT

The [Weir River Water System](#) may render bills on either a quarterly or monthly basis. The above rates are payable within thirty (30) days of the date of the bill.

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WEIR RIVER WATER SYSTEM
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MISCELLANEOUS CHARGES

Drought Conditions

Termination and Restoration Fee – Business Hours* \$ 65.00
Termination and Restoration Fee – After Hours \$ 92.00

*Normal business hours are Monday through Friday, 8 am to 4 pm.

System Development Charge (“SDC”)

Meter Size**	Capacity GPM	Ratio to 5/8" Meter	Fee
5/8"	20	1.00	\$640
3/4"	30	1.50	\$960
1"	50	2.50	\$1,600
1 ½"	100	5.00	\$3,200
2"	160	8.00	\$5,120
3"	320	16.00	\$10,240
4"	500	25.00	\$16,000

**SDC is determined on a case by case basis for meter sizes greater than 4".

WEIR RIVER WATER SYSTEM
RULES & REGULATIONS

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OTHER SERVICES

AVAILABILITY

This rate is available to all classes of Customers located on the mains of the [Weir River Water System](#). Subject to these Rules and Regulations.

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	Actual Cost of Meter
Frozen Meters	
Meter Test Fees 1" and less	\$ 50.00
Larger than 1"	\$ 75.00
Return Check Fee	\$ 20.00
Seasonal Meter Set & Turn On Fee	\$ 65.00
Seasonal Meter Removal Fee & Turn Off Fee	\$ 65.00
Turn On Fee – Business Hours	\$ 65.00
After Hours Callout	\$ 392.00
Water Conservation Fines	\$ XXX.XX
Abatement Fee	\$ XXX.XX
Non-Payment Reconnect – Business hours	\$ 65.00
Non-Payment Reconnect – After Hours	\$ 392.00
Theft of Service	\$ 1,000.00
(or triple the amount of damages, whichever is greater)	
Cross Connection – One Device Testing	\$ 75.00
Each Additional Device	\$ 35.00

TERMS OF PAYMENT

The [Weir River Water System](#) may render bills on either a quarterly or monthly basis. The above rates are payable within thirty (30) days of the date on the bill.

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WEIR RIVER WATER SYSTEM
RULES & REGULATIONS

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SURCHARGES

The following surcharges are applicable to all metered customers located on the mains of the Weir River Water System in Hingham, Hull and Cohasset.

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SURCHARGE

Service Charge

<u>Size of Meter</u>	<u>Per Month</u>	<u>Per Quarter</u>
5/8"	\$10.32	\$30.96
3/4"	\$15.70	\$47.10
1"	\$25.20	\$75.60
1 1/2"	\$49.20	\$147.60
2"	\$78.00	\$234.00
3"	\$145.00	\$435.00
4"	\$240.30	\$720.90
6"	\$479.60	\$1,438.80
8"	\$766.90	\$2,300.70

Consumption Charge per 100 cubic feet for Water Treatment Facility Lease: \$0.9524

Consumption Charge per 100 cubic feet for Water Treatment Operation and Maintenance \$1.0639

TERMS OF PAYMENT

The Weir River Water System may render bills on either a quarterly or monthly basis. The above rates are payable within thirty (30) days of the date of the bills.

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WEIR RIVER WATER SYSTEM
RULES & REGULATIONS

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AUTHENTICATION

We the undersigned, acting as Water Commissioners of the [Weir River Water System](#), do this ____ day of _____ 2020, adopt the foregoing "Rules and Regulations of the [Weir River Water System](#)" which shall be filed with the Town Clerk in accordance with M.G.L. c. 40, § 33.

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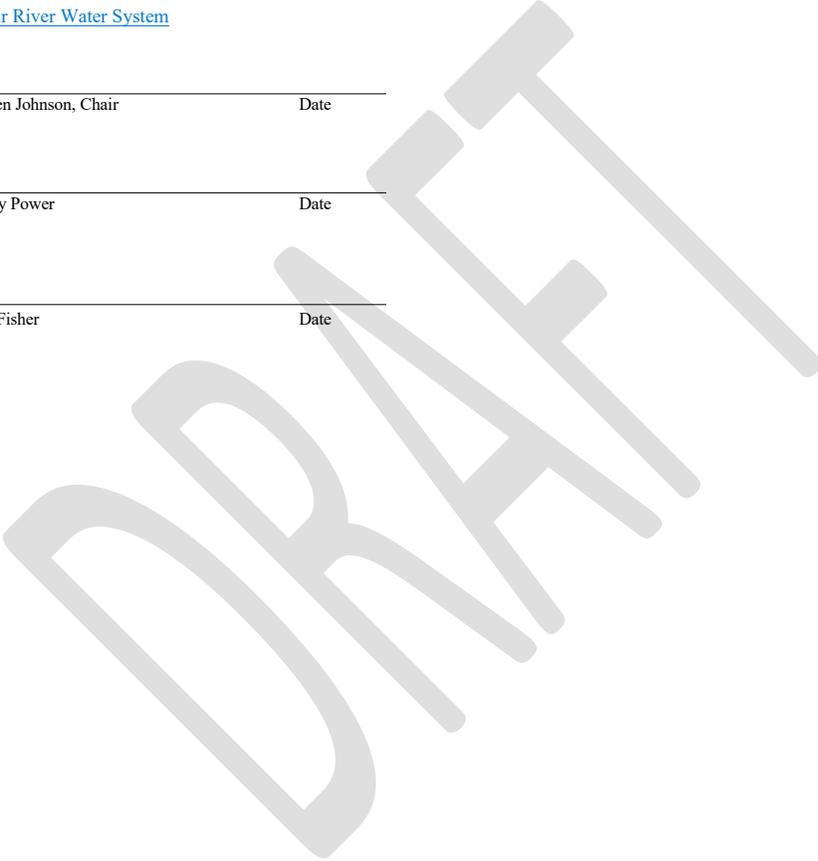
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Town of Hingham, Massachusetts
Board of Water Commissioners
[Weir River Water System](#)

Karen Johnson, Chair Date

Mary Power Date

Joe Fisher Date



**WEIR RIVER WATER SYSTEM
RULES & REGULATIONS**

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MATERIAL SPECIFICATIONS FOR WATER MAINS AND SERVICE INSTALLATION

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WEIR RIVER WATER SYSTEM
RULES & REGULATIONS

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WATER BALANCE PROGRAM FORMWORK

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