



# Torrington Water Company

P.O. BOX 867 - TORRINGTON, CT 06790 - (860) 489-4149

RULES & REGULATIONS

FOR

WATER SERVICE

EFFECTIVE AUGUST 31, 2002

AMENDED AUGUST 14, 2008

## CONTRACT

These Rules and Regulations and all subsequent changes hereto constitute a part of the contract with every customer supplied water by The Torrington Water Company, and every customer shall be considered to have expressed consent to be bound hereby. The meaning and application of these Rules and Regulations shall be interpreted by the Company. The Company reserves the right to change the Rules and Regulations without notice upon approval by the Department of Public Utility Control.

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## SECTION 1 – DEFINITIONS

- DEPARTMENT - means State of Connecticut Department of Public Utility Control.
- COMPANY - means The Torrington Water Company
- CUSTOMERS - means any person, firm, corporation, company, association, legal entity, governmental unit, lessee who by terms of a written lease is responsible for the water bill, or owner of property furnished water service by water company.
- PREMISES - shall include, but is not restricted to the following:
- a. A building or combination of buildings owned or leased by one customer in one common enclosure, occupied by one family as a residence or one legal entity as a place of business, or
  - b. Each unit of a multiple house or building separated by a solid vertical partition wall occupied by one family as a residence or one legal entity as a place of business, or
  - c. A building owned or leased by one customer and having a number of apartments, offices, or lofts which are rented to tenants using in common one hall and one or more means of entrance, or
  - d. A building two or more stories high under one roof owned or leased by one customer and having an individual entrance for the ground floor occupants and one for the occupants of the upper floors, or
  - e. A combination of buildings owned by one customer, in one common enclosure, none of the individual buildings of which is adapted to separate ownership, or
  - f. Any "unit" as defined in Conn. Gen. Stat. 47-68a or Conn. Gen. Stat. 47-202
  - g. A public building, or
  - h. A single plot, used as a park or recreational area.
- PROPERTY - means all facilities owned and operated by the Company
- METER - means any device for measuring the quantity of water used as a basis for determining charges for water service to a customer.
- MAIN - means 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 water service pipe.
- TAP - means the fittings installed at the main to which the service pipe is connected.
- SERVICE PIPE - means the pipe that runs between the main and the customer's place of consumption, including fire lines.
- SERVICE CONNECTIONS - means that portion of the service pipe from the tap to and including the curb stop.
- CUSTOMER SERVICE LINE - means that portion of the service pipe from the curb stop to the customer's place of consumption.

FIRE

SERVICE LINE - means a service pipe used exclusively for fire protection purposes.

DELINQUENT

ACCOUNT - Delinquent Account means a water service bill which has remained unpaid for a period of 34 days from the date of receipt of a bill rendered by the company to a customer which is billed on a monthly basis or a water service bill which has remained unpaid for a period of 64 days from the date of receipt of a bill rendered by the company to a customer which is billed on a bi-monthly or quarterly basis.

## SECTION II – DESCRIPTION OF SERVICE

- 2.1 Whenever the Company finds it necessary to schedule an interruption to its service, it shall make all reasonable effort to notify all customers to be affected by the interruption, stating the time and anticipated duration of the interruption. Whenever possible, scheduled interruptions shall be at such hours as will provide the least inconvenience to the greatest number of customers.
- 2.2 The Company shall make all reasonable efforts to prevent interruptions of service and, when such interruptions occur, shall endeavor to re-establish service with the shortest possible delay consistent with the safety of its customers and general public. Where an emergency interruption affects fire protection service, the Company shall immediately notify the fire chief or other responsible local official. No responsibility will be assumed by the Company for any damages to any apparatus due to the shutting off of water without notice.
- 2.3 The Company shall exercise reasonable diligence to furnish a continuous and adequate supply of water to its customers and to avoid any shortage or interruption of delivery thereof.
- 2.4 All customers are urged to use water efficiently and wisely.
- 2.5 If the Company finds that it is necessary to restrict the use of water, it shall notify its customers and give the Department written notice, before such restriction becomes effective. Such notification shall specify:
  - A. The reason for restriction;
  - B. The nature and extent of the restriction, i.e. on outdoor use of water, use by certain classes of customers, etc.;
  - C. The date such restriction is to go into effect;
  - D. The probable date of termination of such restriction.
- 2.6 During the time of threatened or actual water shortage, the Company shall equitably apportion its available water supply among its Customers with due regard to public health and safety.
- 2.7 The Company undertakes to supply its customers with water which meets the requirements of the State Department of Health, 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.

- 2.8 The Company shall not be liable for any damages to person or property, sustained as a result of any break, failure, or accident in or to its system or any part thereof, which is not due to the Company's gross negligence, or which, being known to the Customer was not reported by him in time to avoid such damage.

### SECTION III – BILLING

- 3.1 All water sold by the Company shall be on the basis of meter measurements, except for water used for fire protection, at the rates on file with and approved by the Department. Rate schedules are provided to all new customers and are available to any Customer at the office of the Company upon request.
- 3.2 Separate premises shall be separately metered and billed. Combined billing will not be permitted except on the same premises. Any other arrangement shall require prior approval of the Department. Submetering shall be permitted only with the approval of the Department.
- 3.3 Meters shall be scheduled to be read either monthly or quarterly, and bills shall be rendered either monthly or quarterly. Bills are due and payable upon presentation. The Company shall avoid, insofar as practicable, sending a Customer two successive estimated bills.
- 3.4 Bills which are incorrect due to meter or billing errors shall be adjusted as follows:
- A: Whenever a meter in service is tested and found to have over-registered more than two percent, the Company shall adjust the Customer's bill for the excess amount paid as determined below.
- 1) If the time at which the error first developed or occurred can be definitely determined, the amount of overcharge shall be based thereon.
  - 2) If the time at which the error first developed or occurred cannot be definitely determined, it shall be assumed that the over-registration existed for a period equal to one-half of the time since the meter was last tested. If more than one Customer received service through the fast meter during the period for which the refund is due, a refund shall be paid to the present Customer only for the time during which he received service through the meter.
- B: Whenever a meter in service is found not to register, the Company may render an estimated bill. The Company shall 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 shall be computed back to but not beyond such date.
- C: Billing adjustments due to fast meters shall be calculated on the basis that the meter should be one hundred per cent accurate. For the purpose of billing adjustment, the meter error shall be one-half of the algebraic sum of the error at maximum test flow plus the error at intermediate test flow.



- D: When a Customer has been overcharged as a result of incorrect reading of the meter, incorrect calculation of the bill, incorrect connection of the meter or other similar reasons, the amount of the overcharge shall be adjusted, refunded, or credited to the Customer.
- E: When a Customer has been undercharged as a result of incorrect reading of the meter, incorrect calculation of the bill, incorrect connection of the meter or other similar reasons, the amount of the undercharge may be billed to the Customer.
- 3.5 When it is necessary for the Company to excavate in order to discontinue service to a delinquent account, the delinquent bill and re-connection charge based upon the cost of the work must be paid before service is restored.
- 3.6 For any period less than one quarter, service and fire protection charges shall be prorated as a full monthly charge for each month and/or fractions thereof plus charge for water consumed.
- 3.7 In case of vacancy of residential or commercial premises for any metered billing period, a minimum charge based on the meter size in accordance with rates approved in the Rate Schedule will be charged. The Company will, upon request of customer, shut the water off at the curb and remove the meter for a period of time not to exceed six months. A meter storage charge will be made for this service and resetting of the meter. See Rate Schedule.
- 3.8 In some cases an owner, realtor or bank has reason to have the water turned on temporarily for an inspection and then shut back off. The Company will reset the meter, turn the water on and will come back to shut the water off again. A charge will be made for this service. See Rate Schedule.

#### SECTION IV – APPLICATION FOR SERVICE

- 4.1 Application for water service shall be made on a form provided by the Company, signed by the Customer.
- 4.2 Payment of unpaid bills of any applicant for service shall be paid prior to turning on service for such applicant, service for whom has been discontinued. The Company shall be given 24 hours notice for resumption of service.
- 4.3 The charge for temporary or intermittent service for a customer shall be the actual cost for installing and disconnecting the service, plus a reasonable storage charge less any salvage value of the materials used.
- 4.4 An applicant for a fire service connection shall include with his application a description of the fire service facilities he intends to connect with the service line, including number and type of hydrants fire stations and/or sprinkler heads together with a plan showing the location and number of such facilities. After completion of the installation, it shall be subject to inspection by a representative of the Company.

## SECTION V – CUSTOMER DEPOSITS

- 5.1 The Company may, at its option require from any Customer or prospective customer a deposit to guarantee payment of bills. Such deposits shall not exceed an amount equivalent to the estimated maximum bill for ninety days.
- 5.2 The Company having on hand deposits from Customers, or hereafter receiving deposits from Customers, shall keep records to show:
  - A. The name of the Customer making the deposit;
  - B. The account number or other identification of the premises occupied by the Customer when the deposit was made;
  - C. The amount and date of making the deposit;
  - D. A record of each transaction concerning the deposit.
- 5.3 The Company shall issue a receipt to every Customer from whom a deposit is received and shall provide means whereby the depositor may receive his deposit or balance if such receipt is lost.
- 5.4
  - A. At the Company's option, simple interest on deposits at the CT Banking Commission stated annual rate, shall be credited to the Customer's account or paid upon return of the deposit for the time it is held by the Company.
  - B. The deposit shall cease to draw interest on the date it is returned, on the date service is terminated, or on the date notice is sent to the customer's last known address, that the deposit is no longer required.
- 5.5 A record of each unclaimed deposit and the interest thereon shall be maintained until the funds are paid over to the State Treasurer under the escheat provisions of the general statutes. During this time, the utility shall make a reasonable effort to return the deposit and accrued interest.
- 5.6 Unclaimed deposits, together with accrued interest, if any, shall be credited to the appropriate account.
- 5.7 Deposits may be retained by the Company as long as required to insure payment of bills.
- 5.8 Upon final discontinuances of service the Company may apply such deposit, including accrued interest, to any amount due from the Customer for service. Any balance due to the Customer shall be promptly refunded.
- 5.9 Deposits shall be returned, together with accrued interest, where satisfactory credit has been established.

## SECTION VI – SERVICES

- 6.1 The Company shall furnish, install, own, and maintain at its expense all new service connections, provided the cost of excavation, backfill and removal, and replacement of paving, walks, curbs, etc. necessarily incurred in respect to new service shall be borne by the Customer or other applicant for service.
- 6.2 Service connections installed prior to October 18, 1966, will remain the property of and be maintained by the Customer until replaced by the Company.



- 6.3 Replacements:  
The determination of the necessity to replace a service connection will in all cases be made by the Company. 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.
- 6.4 The Company will maintain at its expense all new service connections and replacements.
- 6.5 Tap Shut-Offs:  
When a premises is to be abandoned or demolished, or a service pipe is to be abandoned, the Customer agrees to notify the Company promptly and to close the tap at his own expense. Should the Customer fail to complete such work promptly, it will be done by the Company at the Customer's expense.
- 6.6 The Customer at his own expense shall furnish, install, own, and maintain the necessary curb box and the service pipe from the curb stop to the place of consumption and shall keep them in good repair in accordance with the rules, regulations, and requirements of the Company. A curb box shall be installed at each curb stop.
- 6.7 The service pipe shall extend through that point on the Customer's property line or the street line easiest to access to the Company from its existing distribution system and where practicable, from a point at right angles to the existing distribution line in front of the premises to be served. Service pipes shall not cross intervening properties and shall only be installed if the Customer's property to be served has frontage on a street with a main. The approval of the Company shall be secured as to the proper location for the service pipe.
- 6.8 Such service pipe shall be Type K soft temper copper tubing 1" minimum size or such other material as may be approved by the Company. Pipes over 2" diameter shall be cement line Class 52 AWWA standard ductile iron pipe.
- 6.9 All pipes shall be laid so as to have a minimum cover of 5 feet.
- 6.10 Service pipes may be laid in the same trench with underground utility facilities except oil or sewer pipes, provided 12 inches separation, in a horizontal plane, shall be maintained and provided such arrangements shall be mutually acceptable to the parties concerned. At crossings of service with other underground facilities, clearances wherever possible shall be not less than 12 inches. Service pipes shall not be installed closer than 10' to a sewer lateral. All new services will be installed in an open trench.
- 6.11 The ditch underneath, around, and over the pipe shall be backfilled with good material free of stones thoroughly tamped to secure a firm support. To disclose any settlement of backfill which may need correcting, newly filled ditches shall be reinspected at intervals.
- 6.12 The service connection at the main or the run of service pipe shall allow for a reasonable amount of flexibility to prevent fracture or leaks at the connection with the main.
- 6.13 The Customer service line must be left uncovered for inspection by a Company representative. The service will not be activated until such inspection has been

performed and the service line approved. Final approval of the Customer service line may be subject to a satisfactory hydrostatic test, which test will be made by the Company following installation of the service connection.

- 6.14 The Customer shall have installed on the service line approved ball valves immediately after its entry into the building or meter pit and immediately following the meter setting. Said valves shall be of the same nominal size as the service pipe.
- 6.15 Plumbers shall not turn on water, operate curb stops, break seals, or disconnect meters without authority of the Company. The Company will not operate curb stops on Customer owned services except for the purpose of terminating service as herein provided.
- 6.16 If a leak develops in a Customer service line or a Customer owned service connection, the Customer shall repair it without delay. If such repair work is not completed within a reasonable period specified by the Company in writing to the Customer, the Company will discontinue service until the leak is repaired. The Customer shall pay all costs incurred by the Company in such work.
- 6.17 All maintenance charges, including thawing of frozen services, shall be paid for by the party owning the service. Where the service from the main to inside the cellar wall is part owned by the Customer and the Company, the Company shall thaw out the frozen service, and one-half the cost thereof shall be paid by the Customer. Thawing a frozen service installed prior to October 18, 1966, is the responsibility of the Customer. For services installed after October 18, 1966, the Company will thaw the frozen service and one-half the cost shall be paid by the Customer.
- 6.18 A separate service connection shall be made to each premise as herein defined.
- 6.19 If the Customer has water using devices on his premises which in the opinion of the Company are a potential hazard to the water distribution system, the Company will require as a condition precedent to the provision or continuation of service, a backflow preventer or other equipment determined by the Company to be necessary to protect public health and safety, which equipment shall be installed and maintained at the expense of the Customer.
- 6.20 Any device required by the Customer for the regulation of pressure at the Customer's premises shall be furnished, installed, owned, and maintained at his own expense.

## SECTION VII – DISCONTINUANCE OF SERVICE

- 7.1 Customers shall give written notice to the Company to discontinue service, or that a change of ownership has taken place, giving the date of such termination of service or change of ownership. All Customers shall be liable for all charges for water service until such termination occurs or written notice as to change of ownership has been received by the Company, whichever is later.
- 7.2 Refusal or discontinuation of service by a water company is restricted by certain provisions of Connecticut General Statutes and of the Department's Rules and

Regulations Concerning Termination of Electric, Gas, Water, and Sewer Utility Service. Copies of the applicable statutes and regulations are available for inspection at our office.

Termination proceedings may be started by the Company for any of the following reasons, and carried out subject to the aforementioned restrictions: service may be terminated without notice, again subject to certain restrictions, for reason (A) below: For all other reasons set forth below, service may, again subject to certain restrictions be terminated upon such notice as prescribed by the Department of Public Utility Control.

- A. A condition determined by the Company to be hazardous.
- B. Failure by a Customer to comply with the terms of any agreement whereunder he is permitted to amortize the unpaid balance of an account over a reasonable period of time, or any failure by such a Customer to simultaneously keep his account for utility service current as charges accrue in each subsequent billing period, except where the Customer has made payment or payments amounting to 20% of the balance due in which case the Company shall not terminate service until further notice of the conditions the Customer must meet to avoid termination is sent to the Customer. Such notice shall not entitle the Customer to further review as provided by subsection 7.4 (A) of these regulations or to additional notice upon subsequent payment of 20% of the balance due.
- C. When the Company has discovered that by fraudulent means a Customer has obtained unauthorized water service or has diverted the water service for unauthorized use or has obtained water service without same being properly registered upon the Company's meter. This shall include the use of water from private hydrants for other than emergency use.
- D. When the Company has discovered that the furnishing of water service would be in contravention of any orders, ordinances or laws of the Federal government or of the State of Connecticut or any political subdivision thereof.
- E. 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 him pay the delinquent account.
- F. Failure of the Customer to furnish such service, equipment, permits, certificates of rights-of-way as shall have been specified by the Company as a condition to obtaining service, or if such equipment or permissions are withdrawn or terminated.
- G. Failure of a non-residential customer to fulfill his contractual obligations with the Company.
- H. Failure of the Customer to permit the Company reasonable access to its equipment during normal working hours.
- I. Failure or refusal of the Customer to reimburse the utility for repairs to or loss of utility property on his property when such repairs are necessitated or loss is occasioned by the intentional or negligent acts of the Customer or his agents.

- J. Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
  - K. Tampering with the equipment furnished and owned by the Company.
  - L. Violation of or non-compliance with the Company's Rules and Regulations.
  - M. Fraud or material misrepresentation by a Customer in obtaining utility service.
- 7.3 A termination notice to a Customer whose account is delinquent will be mailed no earlier than 64 days after mailing the original quarterly bill or 34 days after mailing the original monthly bill. Actual termination of the service will not occur earlier than 13 days after mailing the termination notice.
- 7.4 The Company will not terminate service to a Customer:
- A. If the Customer has filed an unresolved complaint or dispute with the Company and/or the Department of Public Utility Control. Such complaint must be made to the Company within seven days of receipt of a termination notice. Such complaint shall be reviewed by the Company as prescribed by Section 16-3-100 (g) of the Regulations of Connecticut State Agencies.
  - B. If a 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 of Connecticut State Agencies. The Company must be notified by a doctor within thirteen days of the Customer's receipt of a termination notice, and such notice must be confirmed by a certification form within seven days after the verbal notification. The notice must be renewed every 15 days or the last day of the period specified by the physician as to the length of the illness. The Customer is required to make a reasonable arrangement with the Company to pay up the delinquent part of his bill and to pay all future bills on a current basis while the illness continues.
  - C. If the Customer is a landlord or an agent for an occupied residential rental property and the delinquent bill is for water service to that property. If practicable, arrangements may be made with the tenant for payment of bills for future service, and appropriate legal action may be taken against the Customer for the delinquent and current amounts. However, if practicable arrangements can be made with the tenant and the tenant refuses to cooperate, the Company may terminate service to the tenant upon proper notification.
  - D. On any Friday, Saturday, Sunday, state or federal holiday, or day before any state or federal holiday, or at any time during which the business offices of the Company are not open to the public, or within one hour before the closing of such offices. The Company may terminate service at any time for the reason set forth in sub-paragraph 7.2 (A) above.
  - E. For a period of ninety (90) days, in the event an "unnamed customer" as defined in 16-3-100 (a) of the regulations of Connecticut State Agencies notifies the Company of an existing or pending divorce, legal separation, or an-

nulment, in the time and manner set forth in 16-3-100 (j) of the regulations of Connecticut State Agencies and provided the other conditions set forth in said regulations are met.

- 7.5 When a Customer is refused service under the provisions of Section 7.2, The Company shall notify him promptly of the reason for the refusal to serve and of his right to appeal the Company's decision to the Department.
- 7.6 In all cases of discontinuances of service herein defined, where the cause for discontinuance has been corrected and all rules of the Company on file with the Department have been complied with, the Company shall restore service to the Customer within the next 4 business hours after the Company learns of the correction of the cause of discontinuance.
- 7.7 Where service has been discontinued for delinquency a disconnection fee shall be charged at the rate set in the Rate Schedule. If the Company has gone to the premises for the purpose of terminating service, and the Customer pays at the premise, the Company shall charge a collection fee at the rate set in the Rate Schedule. If the service is terminated for nonpayment the Company shall charge a reconnection fee at the rate set in the Rate Schedule for the reconnection of service. The collection/reconnection fee payment is not required to restore service and shall be applied to the customer's next bill.
- 7.8 When any objection to the charge, facilities, or quality of service of the Company, oral or written, is made to the Company by a Customer, the Company will make a prompt and complete investigation and advise the complainant thereof.
- 7.9 Employees of the Company may enter the premises of a Customer at reasonable hours, for purposes of reading meters and inspecting and maintaining the equipment of the Company. Any employee of the Company whose duties require him to enter the Customer's premises shall wear a distinguishing uniform identifying him as an employee of the Company, or carry on his person a badge or other identification prominently displayed which will identify him as an employee of the Company.

## SECTION VIII – METERS

- 8.1 The Company reserves the right to designate the size of meter to be installed on any service and to determine when any meter shall be repaired or replaced.
- 8.2 The meter on a service pipe will be furnished, set, and maintained by and at the expense of the Company. The Company will not furnish or maintain meters for more than one measurement of water for a single premises from a single service pipe.
- 8.3 Meters installed out of doors shall be so located as to be accessible to the Company's distribution line for proper service connection and so far as practicable the location should be mutually acceptable to the Customer and the Company. The meter shall be installed so as to be unaffected by climatic conditions and reasonably secure from injury. When no suitable location is available inside the building a meter pit constructed to Company requirements must be provided and maintained at the owners expense. Meter pits must be provided if the length of



the service connection from the curb stop is in excess of 150'. A meter pit may be required if the length of the service is between 100 and 150' per Company discretion.

- 8.4 Meters installed inside the Customer's premises shall be located as near as possible to the point where the service pipe enters the building and so as to be reasonably secure from injury and readily accessible for reading and testing. In cases of multiple dwellings, such as two-family flats or apartment buildings, the meter shall be located within the premises served or in a location accessible to the Customer and the Company.
- 8.5 The Customer shall have installed a meter setting furnished by the Company in a horizontal position in the house piping or meter pit immediately after the shut off.
- 8.6 The Company shall furnish upon request of the Customer or his agents a description of its requirements for meter installation.
- 8.7 Damage to meters due to freezing (except in vaults built as directed by the Company), hot water, or external causes shall be paid for by the property owner.
- 8.8 The Company shall, upon written request of a Customer and if he so desires, in his presence, make without charge a test of the accuracy of the meter in use at his premises if the meter has not been tested by the Company or by the Department within the period of one year previous to such request. A written report of the results of the test shall be furnished to the Customer.
- 8.9 The applicant or owner shall provide protection for a meter in case of temporary service. The Company may charge the actual cost of installation and removal of metering devices in the case of temporary service.
- 8.10 The Company shall charge for all service calls originating outside of the Company's business hours or which require the assistance of Company employees after business hours if the reason for the call is other than a problem which is the responsibility of the Company.

## SECTION VIII – PRIVATE FIRE SERVICE

- 9.1 Private fire services will be installed under the rules and regulations outlined under "Service Connection" and "Service Pipe". The size, type, material, and locations of piping shall be presented in writing to the Company for approval.
- 9.2 All private fire services shall have proper backflow protection by means of a reduced pressure device, a double check valve assembly or other equipment in accordance with Connecticut Department of Public Health codes.
- 9.3 No water shall be taken from private fire services for any purpose other than to extinguish fires or to test fire-fighting equipment. Such tests shall be made only after notification to and approval by the Company.
- 9.4 The Company shall not be held liable or responsible for any losses or damage resulting from fire or water which may occur due to the installation of a private fire service or any leakage or flow of water therefrom.



- 9.5 Private fire hydrants shall be inspected, tested and maintained annually in accordance with NFPA 25, Private Fire Service Mains. Documentation of same shall be provided to the Company.

## SECTION X – PUBLIC FIRE SERVICE

- 10.1 Fire departments desiring to use water from hydrants for testing equipment or for any purpose other than that of extinguishing fires, must notify the Company in advance of such usage.
- 10.2 Persons other than authorized fire department personnel who desire to use water from public hydrants for building or other purposes must first obtain permission from the Company.
- 10.3 All public fire hydrants will be owned and maintained by the Company.