

GEORGIA STATION WATER SYSTEM – RULES AND REGULATIONS FOR WATER SERVICE

1. Definitions – For the purpose of the Rules, Regulations and tariffs of the Company, the following definitions shall apply:

- (a) The word "Board" shall mean the Vermont Public Service Board;
- (b) The word "Company" shall mean Vermont Water Utilities, Inc dba: Georgia Station Water System and its duly authorized officers and agents and employees;
- (c) The word "customer" shall mean any person being supplied with water by the Company through a service pipe for domestic, business, or other purposes;
- (d) The word "Department" shall mean the Vermont Department of Public Service;
- (e) The word "main" shall mean a water pipe owned or maintained by the Company which is used to transmit or distribute water to customers, but does not include service pipe;
- (f) The word "person" shall mean any individual, partnership, association, corporation or agency of federal, state or local government;
- (g) The words "service connection" shall mean the point of connection of the customer's property with the service pipe;
- (h) The words "service pipe" shall mean the connection between the Company's main and the customer's property, and shall include all the pipe fittings and valves to make the connection;
- (i) The word "contamination" shall mean any substance that would cause the quality of water not to meet any State or Federal requirements pertaining to public water system contaminants.
- (i) The word "user" shall mean a customer, or another person who occupies discrete space in a multifamily or multiunit property to which water service is furnished through the customer's service pipe.
- (j) The term "water service" shall mean the furnishing of water to a customer by the Company.

2. Application for Services – An application for installation of a new service connection or water service shall be submitted to the Company in writing at least thirty (30) business days before a new service connection is requested or three (3) business days for water service to a new customer. Evidence of creditworthiness, or payment of a deposit, may be required. Deposits may be split into thirds and will equal 2 months of service to the residence.

3. Rejection of Applications or Refusal to Serve – The Company may, by written notice to the applicant, and notification to the Board and Department, reject an application for service under any of the following circumstances:

- (a) Provision of the requested service would result in a decrease in average pressure below the standard required by the Vermont Department of Environmental Conservation, or in any case below 25 p.s.i. to either existing customers or new customers or;
- (b) The applicant's intended use of water service is of such a nature that it will be detrimental, injurious, or will materially downgrade the service of existing customers (refusals to serve based on this subsection shall be reported to the Board and Department within seven (7) days or;
- (c) The requested water service may be hazardous or unsafe or;
- (d) The applicant has failed or refuses to comply with the Company's rules and regulations as filed with the Board and Department or;
- (e) The applicant has been validly disconnected and the cause for disconnection has not been removed as contemplated in the Public Service Board Rules.

4. Classification of Customers – Applicants and customers are classified by volume of use, capacity and purpose, as follows:

Residential General Rate

A customer must give the Company written notice at least ten (10) days in advance of any change of the use of water furnished by the Company, and shall not commence the use of such water for a different purpose without the Company's authorization.

5. Service Connection – All costs of a service connection, including the service pipe, fittings, valves, meter horn, other materials and labor shall be paid by the customer. The design and specifications for service connections and service pipe shall be in accordance with good engineering practice as approved by the Company, prior to commencement of the work or installation of any pipe, related apparatus, equipment or materials. The work shall be performed by the Company or a contractor approved by the Company.

6. Extension of Mains – Persons desiring water service which cannot be furnished by the Company unless and until new water main is extended and installed may obtain water service only under the following terms and conditions: that all costs incurred by the Company or incident to or as a result of extending water main and expanding other utility plant to serve the new customers, including pipe, valves, fittings, equipment, materials, labor, increased storage or pumping capacity, taxes, net of tax savings, and other costs and expenses shall be paid by the new customers upon completion of the extension or in accordance with a written agreement

between the Company and the new customers. The Company shall own and maintain the water main and other expanded facilities, if any, upon completion of the extension.

7. Meters –

- (a) A water meter, installed and maintained by the Company at the company's expense, shall record each customer's water usage. The Company shall furnish an additional meter or meters upon request, if deemed necessary by the Company, at the cost of the company.
- (b) A customer shall furnish, free of cost to the Company, suitable, frost-free space, housing and facilities for location of the meter, which space shall be readily accessible to Company employees for the purposes of meter reading and testing.
- (c) In the case of a meter failing materially to record properly the quantity of water used in any period, the parties shall estimate the quantity of water used by the customer during the period in which the meter shall not have been operative or shown to be incorrect. The Company shall repair or replace a failing meter within 60 days.

8. Installation of any equipment, plumbing or any changes made that are connected to the water system – Any changes made to any part of the water system shall be approved and inspected by the Company prior to being put into service. Notice of any changes shall be made to the company at least 30 business days prior to the change.

- (d) Customers shall exercise reasonable care to prevent theft of, damage to, tampering or interference with meters and other Company property located on the customer's premises. The customer shall pay the Company the value of the equipment and/or the cost of the repairs, if the cause was found to be the result of the customer's negligence.
- (e) Meters shall be tested for accuracy by the Company at least every five years. A customer may request one test per year, which shall be performed by the Company at no charge.

9. Access to Customer's Premises for Inspection and Testing – The Company shall have the right at reasonable times, but only upon reasonable advance notice, to enter the premises of the customer for the purpose of inspection or testing as follows:

- (a) To install or remove meters or other Company equipment;
- (b) To examine, read or test meters or other Company equipment;
- (c) To determine whether leakage or other preventable water waste is occurring in respect of the customer's service pipe, other piping and fixtures;
- (d) To measure or test water pressure;

- (e) To measure or test water quality;
- (f) To determine if any practices, plumbing modifications or other changes have the possibility to cause contamination to the water supply.
- (g) To determine if any practices, plumbing modifications or other changes have the possibility of negatively affecting the safe operation of the water system.
- (h) To determine whether the customer's use of water furnished by the Company is in accordance with applicable Rules and Regulations.

10. Waste of Water and Contamination of the Water Supply – The customer shall maintain the service pipe and all pipes, fixtures and valves to avoid leakage and contamination. The customer shall manage the use of water furnished by the Company to avoid waste and protect the water from contamination. If, upon inspection, the Company determines that the service pipe or other piping, fixtures, fittings or valves are in disrepair or in need of replacement, the Company shall afford the customer reasonable time (The amount of time allowed will be determined at the discretion of the Company based on the severity of the problem and its affect on the overall integrity of water system) to make necessary corrections, repairs or replacements; if the customer fails or refuses to accomplish such correction, repairs or replacements within the above time period, the Company may disconnect water service to the customer without further notice in order to protect the water system from serious damage or potential contamination. If the customer feels the Company is being unreasonable with the conditions of the corrections, repairs or replacements the Customer may request a review by the Board, but no event will be allowed to compromise the water system.

All repairs will be approved by the Company before being put into service on the water system.

11. Curtailment of Service – In the event of a water shortage, the Company may prohibit the use of water for irrigation or sprinkling of lawns and gardens, washing vehicles, filling or maintaining ponds, ice rinks, swimming pools, hot tubs and jacuzzis, snowmaking or other non-essential domestic or sanitary use. Further, in case of water shortage, the Company may allocate the supply of water to customers within customer classifications according to need and preference; in the case of severe shortage, water may be allocated to residential customers, exclusively, for consumption, cooking and sanitary uses, only. A customer's non-compliance with a curtailment order shall be grounds for disconnection of water service after proper notification.

12. Interruption of Service – The Company shall use all reasonable means to avoid interruption of service. Interrupted service shall be reestablished within the shortest time practicable at minimum inconvenience to customers, consistent with safety. If the water service to a customer or group of customers must be interrupted in order to perform scheduled repairs, replacements or to construct additions or improvements to the Company's water system plant and facilities, the Company shall give notice to the customers who will be affected at least forty-eight (48) hours in advance if the interruption is expected to exceed one (1) hour or more in duration.

In the case of emergency repairs, notice to the customers will be given as soon as practical but notice will be secondary to performing the emergency repairs.

13. Resale or Customer Extension of Service Prohibited – The water service furnished to the customer is upon the express condition that the customer shall not directly or indirectly sell or resell, assign or otherwise transfer such water service to others. No customer shall be permitted to extend the service to other buildings, condominium units, leasable space, other property, or other users, unless the Company has acknowledged in writing and in advance that such extension or additional use is not a violation of this rule.

14. Loss or Damage – Although the Company will use reasonable efforts to continuously provide water service to its customers and maintain a constant pressure which complies with the Department of Health standards, but in no event less than 25 p.s.i., the Company does not guarantee uninterrupted service or maintenance of a minimum water pressure. The Company is not liable for loss or damage attributable to interruption of service or insufficient water volume or pressure. Further, the Company is not liable for loss or damage within the customer's premises due to the use or escape or leakage of water.

15. Bills and Payment – Bills for water service rendered shall be issued to customers by the Company a quarterly basis. Bills are due and payable when presented to or received by the customer, and become delinquent if unpaid thirty (30) days after the postmarked date.

16. Connection or Disconnection – Except in cases of emergency, service connections and disconnections shall be made during the Company's ordinary business hours. The Company may perform such work at other times, if it has personnel available to perform the work and the customer agrees to pay the overtime wages and other abnormal expenses attributable thereto.

A customer's water service will be disconnected in the following events and circumstances:

- (a) Upon request or permission from the customer;
- (b) As a result of unauthorized use of water service, including violation of Rules 9, 10, or 12 pertaining to "Waste of Water", "Curtailement of Service", and "Resale or Customer Extension of Service Provided", respectively;
- (c) For failure to permit the Company reasonable access to the customer's premises for meter reading, examination, inspection or testing;
- (d) For tampering with the meter or other equipment furnished by the Company on the customer's premises;
- (e) Violation or noncompliance with the requirements of Vermont Public Service Board General Orders or Rules, Regulations or order of the Board;

- (f) Failure to pay a bill for water service within thirty (30) days after presentation or mailing by the Company, provided however, that water service to a residential customer will not be disconnected except in accordance with the terms and provisions of Public Service Board Rules as amended from time to time. A copy of the Public Service Board Rules are available for inspection upon request.
- (g) Any action that could lead to contamination of or have a detrimental affect on the water system.

17. Complaints – Upon customer complaint as to quantity and cost of service to the Company in person, by letter, email or by telephone the Company shall promptly make an investigation thereof and report the results to the complainant. If the matter needs further investigation, it may be brought before the Board. The company shall keep a written record of all complaints and shall annually file with the Board a report summarizing such records as to the type of complaint and action taken.