

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES

AQUARION WATER COMPANY OF MASSACHUSETTS
(MOUNTAIN DIVISION)

M.D.P.U. No. 16

RULES AND REGULATIONS

Canceling

M.D.P.U. No. 3

COLONIAL WATER COMPANY (MOUNTAIN DIVISION)

RATES, RULES AND REGULATIONS

GOVERNING THE DISTRIBUTION OF WATER IN

SHEFFIELD, MASSACHUSETTS

METERED RATES
Applicable to all classes of service

Availability

Available to all users when quantities of water consumed is determined by meter. Subject to the rules and regulations of the Company.

Minimum Charges

Minimum charges with quantities of water allowed, without additional charges, will be made to each customer for each meter. Such charges and such allowances of water for each size meter are as follows:

Size of Meter In Inches	Monthly Allowance in Gallons	Monthly Base Charge
5/8 or 3/4	2,500	\$48.79
1	5,000	\$82.17
1 1/2	10,000	\$162.63
2	26,667	\$233.67

Volumetric Charges

The following shall be the rates at which water will be furnished for amounts in excess of the monthly allowances listed above.

Per 1000 gallons per month or any part thereof:

For the next	6,667	\$4.364
For the next	10,000	\$6.679
For the next	13,333	\$6.930
For the next	30,000	\$7.195

FIRE PROTECTION

Public hydrants now and hereafter installed or located by the Company in the public streets and ways in the town of Sheffield:

Public hydrants, each \$44.729 per month

Private hydrants, installed at owner's expense, at contract rates.

PAYMENTS

Metered service will be billed in arrears.

RULES AND REGULATIONS

1. RULES AND REGULATIONS GOVERN RENDERING OF SERVICE:

- (a) The rules and regulations in their entirety as herein set forth, or as they may hereafter be altered or amended in a regular and legal manner, shall govern the rendering of water service, and every Customer, upon the acceptance of water service, will be bound thereby.

2. DEFINITIONS APPLICABLE TO FOLLOWING SECTIONS:

The words “Company” or “Water Company” refer to the Mountain Division of Aquarion Water Company of Massachusetts.

The word “Department” refers to the Massachusetts Department of Public Utilities.

The word “Customer” shall be taken to mean any person, firm, corporation, government, or governmental division who receives water service supplied by the Company.

The words “main” or “main pipe” shall mean the supply pipe from which service connections are made to supply water to customers.

The words “service pipe” or “service connection” shall mean the service pipe from the main to the premises to be serviced, including the corporation cock, curb cock, and curb box.

The words “public water system” refer to the water system owned and operated by the Company.

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

- (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) An existing building owned by one customer having a number of apartments, offices, or lofts which are rented to tenants, using common halls and one or more means of entrance.

3. APPLICATIONS FOR WATER SERVICE:

- (a) Application for a new street service connection or application for water service through an existing street service connection shall be made by the owner of the premises to be supplied or the owner’s duly authorized representative.

- (b) No agreement will be entered into by the Company with an applicant until all arrears and charges due by the applicant at any premises now or heretofore owned or occupied by the applicant shall have been paid. A payment plan on overdue charges can be arranged if so desired.
- (c) The property owner will be required to contract for water service furnished to premises.
- (d) Any change in the identity of the contracting Customer at any premises will require notice and the Company may, after reasonable notice, discontinue the water service until such notice has been made and accepted.
- (e) The Company shall furnish, install, own and maintain all service connections from the main to the curb stop or property line. The property owner shall bear all costs for installing the service line from the curb cock to the meter.
- (f) The Company shall provide, furnish, install, own and maintain all meters and meter installations.
- (g) When accepted by the Company, the application shall constitute a contract between the Company and the applicant, obligating both parties to comply with the Rules and Regulations.
- (h) Applications for service installations will be accepted subject to there being an existing main in a street or right-of-way abutting on the premises to be served. The contract in no way obligates the Company to extend its mains to service the premises under consideration.
- (i) When a prospective customer has made application for a new service, or has applied for reinstatement of an existing service, damage caused by any deficiency in the plumbing which the service will supply will be at the risk of the Customer, and the Company will be liable only for its own negligence.
- (j) At the time of application, the applicant must disclose to the Company the existence of wells, use of surface water, or cross connection on applicant's property.
- (k) A tapping fee, collected at the time of application, will be charged for each new service installed. See APPENDIX A.

4. SPECIAL APPLICATIONS FOR WATER SERVICE

- (a) Water for transient, temporary or special purposes must be specially applied for.
- (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 cost and expense of installing and maintaining such service, and shall bear the entire cost and expense of eliminating such service (if required) when temporary usage has terminated. The applicant will be liable for the amount of water used in accordance with the schedule of rates of the Company.

5. CUSTOMER'S LIABILITY FOR CHARGES:

- (a) A customer who receives water service to any premises shall be held liable for all water service furnished to such premises until such time as the customer properly notified the Company to discontinue the service for such account and a final meter reading is obtained.
- (b) No person shall take any water without having applied for service under these Rules and Regulations, but to the extent any person takes service without having applied, they shall be responsible for all Company charges.

6. SERVICE CONNECTIONS:

- (a) The Company will make all connections to its mains and will specify the size, kind and quality of all materials for service connection.
- (b) As used herein, service connection means the service pipe from the main to the premises to be serviced, including the corporation cock, curb cock and curb box, and will be furnished and installed by the Company or its approved agent. The Company shall be responsible for the maintenance of the service connection from the main to the curb cock. The property owner shall be responsible for the maintenance costs for the remainder of the service.
- (c) Water service will not be turned on until such time as a meter is set in accordance with the Company's Rules and Regulations under "Meters and Meter Installations."
- (d) The curb box shall be kept accessible at all times.
- (e) The Company shall in no event be responsible for maintenance of service pipe or any other pipe and fixtures on the outlet side of the curb cock or for damage done, or cost of water escaping from the service pipe or any other pipe and fixtures on the outlet side of the curb cock.
- (f) The Customer's service pipe all connections and fixtures attached thereto shall be subject to inspection and approval of the Company before the water will be turned on.
- (g) Each premise shall be supplied through an independent service pipe from a separate curb cock and box, and all double houses, apartment houses, office buildings or business blocks shall have a separate service connection and curb box for each tenant unless otherwise specifically approved or ordered by the Company in which event the owner is to be solely responsible for all water used on and in said buildings or premises.
- (h) When more than one building, apartment or premises is supplied through a single service pipe, any violation of the rules and regulations of the Company with reference to either or any of the said buildings or premise shall be deemed a violation as to all, and water service shall be discontinued after the property has been posted for at least 30 days and reasonable opportunity allowed for each building or premises to attach their service pipes to separately controlled service connections which will be installed by the Company at the expense of the Customer.
- (i) Any repairs, maintenance or replacement necessary to the Customer's pipes or fixtures in or upon the Customer's premise shall be the responsibility of the Customer at their

expense. All work associated with the activities must be inspected and approved by the Company. See APPENDIX A.

7. CROSS CONNECTIONS:

In order for the Company to meet its obligations under the Cross-Connection Program, 310 CMR 22.22, including annual reporting requirements, it must monitor and test all cross connections within its system. The following requirements are intended to facilitate compliance.

- (a) No pipe or fixtures connected with the mains of the Company 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 and the Company.
- (b) Piping systems supplying swimming pools and/or tanks which might become polluted, shall be so designed so as to preclude water from re-entering the water distribution system. These installations are subject to annual approval by the Company.
- (c) Fire pumps and booster pumps of any nature may be connected only after notification to the Company and shall be constructed in such a manner as to prevent cross connections and vacuum. Owners and operators of such equipment are liable for any and all damages to the Company and/or others customer's property during such operation.
- (d) Should any Customer commence use of private wells and/or surface water, it shall notify the Company and pay appropriate fees for testing or otherwise to ensure compliance with the Cross-Connection Program.
- (e) The plumbing on all premises supplied from the Company's water system shall conform to the Commonwealth of Massachusetts plumbing codes, the Sanitary Code of the town (s) where political subdivision is located, and/or regulations specified by the Department of Environmental Protection.
- (f) Backflow devices shall be installed at the entry of each commercial, industrial, and municipal premise at the expense of and on-going maintenance by the Customer. Such installations may be waived by the Company after examination of plans, premises, and review of cross connection regulations.

8. METERS AND METER INSTALLATIONS:

- (a) The Company shall specify the kind and size of meter to be installed.
 - (b) Meters will be furnished, installed and removed by the Company and shall remain its property.
 - (c) The customer shall provide at his/her own expense a readily accessible and protected location for the installation of a meter and reading device at such a point as will control the entire supply to the premises, which location must be acceptable to the Company as most convenient for its service, so that the meter and or reading device may be easily examined, read and/or removed and replaced; and the customer shall also provide at his/her own expense suitable pipe connections and
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- the necessary valves and other fittings as may be designated by the Company for the proper installation and protection of the meter.
- (d) When the customer's meter is not installed in a building it shall be placed in a meter box, or vault, furnished at the expense of the customer, which box or vault shall be placed just inside the customer's property line or at such other location as may be ordered by the Company.
 - (e) Each customer shall have a separate meter. Double houses, apartment houses, offices or business blocks may be served through a single meter where the arrangement of the interior piping does not permit individual meters but in such cases the owner of the property shall be responsible for the payment of the bills.
 - (f) Meters will be maintained by the Company at its expense insofar as ordinary wear is concerned, but damage due to hot water, freezing or other external causes such as theft/loss shall be paid at the expense of the customer. Please refer to APPENDIX A.
 - (g) The customer shall promptly notify the Company of any damage to the meter, meter connections or reading device. The Customer shall not permit anyone who is not an agent of the Company or otherwise lawfully authorized, to remove, inspect or tamper with the meter or other property of the Company.
 - (h) The property owner will be charged a fee if the Company locates an illegal or unauthorized connection on the service line before the meter. See APPENDIX A.
 - (i) Meter valves (inlet and outlet) shall be installed immediately adjacent to each meter and the cost and maintenance of them will be at the expense of the Customer. Meter valves shall at all times be in good working order particularly since they are subject to unexpected use due to internal plumbing or other situations.

9. MULTIPLE METERS:

- (a) When more than one meter is installed on a customer's premises at the request of the customer or due to conditions existing on the premises of the customer, each meter shall be treated separately as if it belonged to a separate customer and the registrations shall not be combined and a service charge shall be rendered for each meter.
- (b) When a meter is requested downstream from the billing meter (in series) its purchase installation, and maintenance will be at the expense of the property owner. The Company will collect data and bill only for the billing meter.
- (c) Where multiple existing premises are used by more than one family or occupant, and are supplied through one service and meter, they shall be construed to be double premises, triple premises, et., depending upon the number of families, occupants, or subdivisions, and shall be subject to separate service charges for each such family, occupant or subdivision.

10. METER TESTS AND TEST FEES:

- (a) All meters are accurately tested before installation and are also subject to periodic tests. The Company may at any time remove any meter and or reading device for routine tests, repairs or replacement and may, at its option and expense, test any meter or reading device when the Company has reason to believe that it is registering inaccurately.
- (b) The customer may request the Company to make a special test of the accuracy of a meter, which test will be made in accordance with the standard provisions of the Department of Public Utilities. The Customer and/or the Customer's authorized representative must witness such special test. See APPENDIX A.
- (c) For such special test, the fee as established herein shall be paid in advance by the complainant but should the said meter be found upon said test to be more than two percent incorrect to the prejudice of the Customer, the fee so paid shall be returned to the complainant. This correction shall apply to both over and under registration and another meter, which has been properly calibrated, shall be installed. The fee associated with testing of meters made upon request by the Customer shall be charged as set for in APPENDIX A hereto.
- (d) The quantity of water recorded by the meter shall be accepted as conclusive by both the Customer and the Company, except when the meter has been found to be registering inaccurately, or has ceased to register. In any such case, the quantity may be determined by the average registration of the meter in a corresponding past period, or by the average registration of the new meter, whichever method is more representative of the conditions existing during the period in question.

11. PUBLIC FIRE HYDRANTS

- (a) All public fire hydrants shall be furnished, installed and maintained by the Company.
- (b) Any expense for repairs caused by the negligence of employees of the municipality or by members of the fire department will be paid by the respective organization.
- (c) 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, flushing sewers or gutters or for any other use unless specially expressed in writing by the Company for the particular time and occasion.
- (d) The Company will make inspections and tests of public hydrants at convenient times and reasonable intervals.
- (e) Whenever a municipality and/or a Customer requests a change in location, size or type, or permanent removal of a fire hydrant, such change must first be approved by the Company taking into account health and safety of the Company. If approved, such change shall be made by the Company and the changes will be at the expense of the municipality and/or the Customer.
- (f) A fee will be assessed for each unauthorized use of a public fire hydrant invoiced to the unapproved user. See APPENDIX A.

- (g) Persons requesting hydrant use for water shall make application with the Company before said use. If approved the Company will install a hydrant meter at a selected location for a charge. See APPENDIX A.

12. PRIVATE FIRE SERVICE:

- (a) The Customer will pay for the entire cost of the labor and materials for installing a private fire service or the replacement thereof from the main to the premises. The Company shall own and maintain all new service connections, provided that the costs of excavation, backfill, and removal, and replacement of paving, walks, curbs, etc., including the street opening permits, necessarily incurred in respect to new services, shall be borne by the Customer or by the applicant for service. All work performed on the Customer's premises shall be done by the Customer at his/her own expense and inspected by the Company.
- (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 serviced. 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 and approval of the Company before the service is placed in use.
- (d) A private fire service connection is permitted only for the purpose of supplying water for the extinguishments of fires, and no use of water from such connections for any other purpose shall be made without approval of the Company.
- (e) The Customer shall notify the Company within a period of seventy-two (72) hours after any usage of the 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 Company requirements, just inside the building wall or other convenient location on the customer's premises as designated by the Company. Any meter pit or vault required by the Company 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 Company.
- (g) Any repairs or maintenance performed within the property of the customer, whether done by the Customer or Company, will be at the Customer's sole expense, and that performed in the right of way will be at the expense of the Company.
- (h) Hydrants and other fixtures connected with a private fire service connection may be sealed by the Company and such seals shall be broken only in the case of fire or as specially permitted by the Company, and the Customer must immediately notify the Company of the breaking of such seal.
- (i) No pipe or fixture connected with a private fire service connection served by the Company shall be connected with pipes or fixtures supplied with water from any other source.
- (j) The Company shall approve the size and location of any connection made to its mains for private fire services.

- (k) The entire private fire service connection and all parts of it which are located outside of the premises of the Customer are and forever remain the property of and come under the complete jurisdiction of the Company.
- (l) No test of Fire Services shall be permitted without the express approval of the Company, (who may elect to have a representative present). Tests shall be scheduled to cause the least possible inconvenience to the Company's other customers.
- (m) Each private fire hydrant must be inspected and operated annually to ensure proper working condition. Proof of such inspection shall be submitted to the Company.

13. DISCONTINUANCE OF WATER SERVICE:

- (a) Service rendered under any application, contract or agreement may be discontinued by the Company, after reasonable notice, for any of the following reasons:
 - 1. For willful or indifferent waste of water due to any cause, such as failure to repair service leaks within customer's own premises.
 - 2. Misrepresentation in application and or notice as to identity of water service subscriber.
 - 3. For vacancy.
 - 4. For nonpayment of account for water supplied by water service or any charges under these Rules and Regulations.
 - 5. Failure to recognize Water bans as outlined in Water Conservation Measures/Authorities (revised section 22)
- (b) Whenever the Customer desires to have the service contract terminated or the water service disconnected, the Customer shall so notify the Company. Until such notice is received by the Company and the Company has access to remove the meter or obtain the final readings, the Customer shall be responsible for the payment for all service rendered by the Company, including charges for meter repairs caused by damage from hot water freezing or other external causes. A reasonable time after receipt of such notice shall be allowed the Company to take a final reading of the meter or meters and to discontinue service.
- (c) Discontinuing the supply of water to any premise for any reason shall not prevent the Company from pursuing any lawful remedies by action at law or otherwise for the collection of monies due from the Customer.
- (d) Discovery of undisclosed cross-connections or use of wells or surface water shall be grounds for the Company to discontinue its water supply to the relevant premises.

- (e) The final bill for water service in connection with a sale or transfer of property will be handled in the following manner. A final read will be obtained within two days prior to the closing date of the real estate transaction. The seller (the existing Customer of record) will be responsible for the final reading volumetric consumption charge in addition to the base charge, prorated for the number of days during the final billing period that such Customer had possession of the property, as well as for any outstanding charges for services previously rendered. The buyer of the property (the new Customer) will be responsible for the remaining base charge for the remainder of such billing period, in addition to the volumetric charge for the new Customer's consumption following such sale or transfer.

15. RENEWAL OF WATER SERVICE AFTER DISCONTINUANCE:

When water service to any premise has been terminated for other than temporary vacancy it will be renewed only 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 Company, including the payment of all charges due and payable by the customer in accordance with the rates, rules and regulations. A payment plan on overdue charges can be arranged if so desired.

16. COLLECTION FEE:

- (a) When the Customer's current unpaid balance remains delinquent at the specified shut-off date, the Company will attempt to collect that amount directly at the Customer's premises. The cost of this collection activity is at the expense of the Customer. See APPENDIX A.

17. TURN OFF FEE:

- (a) When it is necessary to discontinue water service to any premises because of violation of the rules and regulations or on account of non-payment of any bill, or request of a customer for any reason, a charge as specified in Appendix A hereto will be made to partially offset the expense of discontinuing and of turning on the water and this charge together with any arrears that may be due the Company for charges against the Customer must be paid before the water service will be restored. Due to a number of circumstances, the Company may not be able to restore the Customer's service until the next day.
- (b) If at the time of such discontinuance of service a non-residential Customer does not have a deposit with the Company, the Company may require a deposit in accordance with Massachusetts Department of Public Utilities regulations as a guarantee of payment of future bills before water service will be restored.

18. TEMPORARY TURN OFF/TURN ON FEE:

- (a) Instances occur when the property owner's service valve does not function properly and he/she needs service temporarily discontinued to perform such things as plumbing repairs. The property owner may require the Company to shut-off the service at the curb cock. In this event, the property owner is subject to a charge. See APPENDIX A.

19. BILLS FOR WATER SERVICE:

- (a) Customers are responsible for furnishing the Company with their correct address. Failure to receive bills will not be considered an excuse for nonpayment nor will it permit an extension of the date when the account would be deemed delinquent.
- (b) All bills will be sent to the address provided in the application or notice, unless, the Company is notified in writing by the Customer of any change of address.
- (c) If requested in writing by the Customer, the Company will send bills to and will receive payments from agents or tenants acting as agents. However, this accommodation will in no way relieve the Customer of the liability for all water charges and the Company shall not be obligated to notify the Customer of the nonpayment of water bills by such agents or tenants acting as agents.
- (d) Payments shall be made at the office of the Company in person, by U.S. Mail or other acceptable delivery service or at such other places conveniently located as may be designated by the Company.
- (e) The Company will not be bound by bills rendered under mistake of fact as to the quantity of service rendered except if that mistake is due to Company negligence or omission.
- (f) The use of water by the same Customer at different premises or localities will not be combined, and each service shall stand by itself.
- (g) Customers will be billed in accordance with the Company's tariff for as long as a meter remains in the Customer's premise.

20. TERMS OF PAYMENT:

- (a) All bills shall be payable upon receipt. However, no residential bill shall be considered "past due" under applicable law or these regulations in less than forty- five (45) days from receipt. No disputed portion of a bill which relates to the proper application of approved rates and charges, or the Company's compliance with these Regulations, shall be considered "due" during the pending of any complaint, investigation, hearing or appeal under these regulations. If a non-residential customer wishes to dispute a bill, it must provide written notice of such dispute to the Company within twelve (12) months of receipt of such bill.
- (b) Special charges, such as temporary service, shall be payable on demand.

- (c) Bills for water used shall be due and payable in arrears. The Company may render bills on either a semi-annual, quarterly, bi-monthly or monthly basis at the option of the Company.
- (d) Bills for service will be rendered periodically in accordance with these regulations. A bill shall be deemed rendered when it is delivered to the customer personally or four days following the date of the mailing of the bill to the mailing address supplied by the Customer to the Company. Except as otherwise provided herein, if payment for water service or any other charges specified in these rules and regulations in full is not made within 45 days from the date of the bill was rendered, the Company shall have the right to discontinue services to premises of the Customer to which the bill applies, in accordance with applicable provisions of the General Laws of the Commonwealth and procedures identified in applicable regulations of the Department of Public Utilities. The Company shall have the rights to charge interest on unpaid amounts in accordance with applicable law and to recover the reasonable costs of collection (including but not limited to attorney's fees).
- (e) The Company may terminate service to a household due to delinquent current balances in which all residents are sixty-five (65) years of age or older only after such Company first secures the written approval of the Department. In addition to the application for such approval filed with the Department, the Company shall concurrently give written notice to the Department of Elder Affairs (or any such agency designated by the Department of Elder Affairs for such purposes), any third person to be notified pursuant to 220 CMR 25.05 (2), and the residents of such household. Prior to approval by the Department of such application, no Company may send notices threatening termination of service to any household which has notified the Company that all residents of the household are sixty-five (65) years of age or older.

21. ABATEMENTS AND REFUNDS:

- (a) No abatement shall be made for leaks or for water wasted by improper or damaged service pipes or fixtures belonging to the Customer, or for water services left on due to vacancy.

22. PRESSURE AND CONTINUITY OF SUPPLY:

- (a) The Company 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 supply must be assured, such as for steam boilers, domestic hot water systems, gas engines, medical equipment, etc.
- (b) Where the pressure to a Customer's premises is greater than he wished, it shall be Customer's responsibility to install the proper regulating device to reduce the pressure to the extent desired.

- (c) The Company shall have the right to reserve sufficient supply of water at all times in its reservoirs to provide for fire or any other emergencies, and may restrict or regulate the quantity of water used by its customers in case of scarcity, or whenever the public welfare may require it. Refer to Water Conservation Measures/Authorities (Section 24)

23. INTERRUPTIONS IN WATER SUPPLY:

- (a) The Company may at any time shut off the water in the mains in case of accident, or for the purpose of making connections, alterations, repairs, and changes or for other reasons, and may restrict the use of water to reserve a sufficient supply for public service or other emergencies whenever required for the public welfare.

24. CONSERVATION MEASURES AND AUTHORITIES:

- (a) The Company reserves the right to restrict water usage during drought conditions and periods of excessive consumption by consumers, if water supplies are deemed low. Restrictions are always deemed necessary to guarantee fire flow protection, health and sanitary requirements and whenever required for the public good.
- (b) The Company will, when possible, elect to implement water use restrictions consistent with those developed by the Town of Sheffield, so that the Town residents, as a group are subject to the same restrictions. The Company reserves the right to utilize more restrictive use policy if it determines that it faces a water supply shortage
- (c) The following procedures will be utilized to announce, implement and enforce water use restrictions:

The Company will provide advance notification to local agencies including the Department of Environmental Protection and the Department of Public Utilities prior to implementation of water use restrictions. The associated penalties and enforcement procedures will be on file with the respective agencies.

Customers shall receive advanced notification through local media outlets or Company mailings that water restrictions will be implemented. In the case of an emergency requiring immediate implementation, termination of service for failure to respond to water use restrictions must be deferred until the customer is personally notified of the restrictions.

- (d) Water use restrictions will follow the customary four (4) stage method and customers will utilize their numerical address in determining water use permissions. Consumers with even numbered addresses may use water resources on even dates and those with odd numbered addresses may use water resources on odd dates.

Stage 1: Voluntary water conservation. Outside water usage is limited to an odd-even allocation program between sunset and sunrise. Water may not be used to fill pools or wash vehicles.

Stage 2: Mandatory water conservation. Outside water usage is limited to odd-even allocation program between sunset and sunrise. Water may not be used to fill pools or wash vehicles.
First violation: Written Citation (No financial penalty).
Second and subsequent violations: \$150 penalty.
Third and subsequent violations within a calendar year: Termination of water service for a 24-hour period plus Company costs of termination and restoration and the aforementioned \$150 penalty.

Stage 3: Mandatory water conservation. Utilization of lawn sprinklers, irrigation systems, soakers and unattended hoses are expressly forbidden. Outside water usage is restricted to use of hand held devices for one hour per day between the hours of 7:00 PM and 7:00 AM following the odd-even allocation program. Water may not be used to fill pools.
First violation: Written Citation (No financial penalty)
Second and subsequent violations: \$150 penalty.
Third and subsequent violations within a calendar year: Termination of water service for a 24-hour period plus Company costs of termination and restoration and the aforementioned \$150 penalty.

Stage 4: Complete (total) mandatory water conservation. All outside use of water is forbidden.
First violation: Written Citation
Second and subsequent violations: \$200 penalty
Third and subsequent violations within a calendar year: Termination of water service for a 24-hour period plus Company costs of termination and restoration and the aforementioned \$200 penalty.

- (e) Notwithstanding anything to the contrary all consumers who are found liable for

the termination and/or restoration of water service must also pay the Company's costs.

- (f) For purposes of this section the Company will charge a \$104.00 fee for each service termination and a separate \$104.00 fee for each service restoration during regular business hours and costs for terminations or restorations after regular business hours.
- (g) For purposes of this section an odd/even water use permission plan shall be interpreted to mean that residents with even numerical addresses may use water on even numbered days while residents with odd numerical addresses may use water on odd numbered days.

25. LIABILITY OF COMPANY:

- (a) The Company 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.
- (b) The Company 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.
- (c) The Company shall in no event be liable for any damages or inconveniences caused by reasoning of low or high pressure regardless of cause.

26. GENERAL:

- (a) The service pipes, meters and fixtures on the Customer's premises shall at all reasonable hours be accessible to the Company for observation or inspection.
- (b) No person shall turn the water on or off at any street valve, corporation cock, curb cock or other street connection, or disconnect or remove any meter without the consent of the Company. Penalties provided by law for any such action will be rigidly enforced.
- (c) Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any service rendered to its customers except as covered in these rates, rules and regulations.
- (d) No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter of these rules and regulations.
- (e) Any complaint against the service or employees of the Company should be made at the office of the Company and preferably in writing.
- (f) The Company shall have the right to cut off the water supply to make repairs, changes or connections to its mains and other equipment. It will use reasonable effort to notify 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.
- (g) When a Customer requests an inspection of his/her premises, and the Company determines that the Customer's concern/issue is non-utility related, a fee may be

charge. See APPENDIX A.

27. APPROVAL OF THE RULES AND REGULATIONS:

- (a) All rules and regulations of the Company are subject to the approval of the Department of Public Utilities of the Commonwealth of Massachusetts and if any part thereof should be adjudged to be in violation of any rule or order made by the Department, then that particular part shall be ineffective but without in any way affecting the other portions thereof.

APPENDIX A
MOUNTAIN WATER DIVISION
SCHEDULE OF MISCELLANEOUS RATES

Charge for testing meter at customer request	
5/8" to 1"	\$104.00
1 1/2" & larger	actual cost
Returned check fee	\$37.00
Hydrant meter installation & removal	\$104.00 (plus usage)
Frozen/damaged/missing meter	
5/8" to 3/4"	\$347.00
1"	\$495.00
1 1/2" & larger	actual cost
Missing/damaged MIU charge	
1" meter or larger	\$304.00
Collection fee at shut-off date	\$84.00
Turn on fee (includes temporary turn on/off)	
during regular business hours*	\$104.00
during non-business hours**	\$329.00
Tapping Fee for 1" taps	\$500.00 (plus materials)
Tapping fee for over 1" taps	Cost
Inspection of new service (property line to house)	\$104.00
Service call (non-utility related)	
during regular business hours*	\$104.00
during non-business hours**	\$329.00
Meter reinstallation	\$104.00
Service line mark outs on private property	actual cost
Unauthorized use of water	\$300.00

*The Company will try to schedule all work during their onsite operating hours. In the event work needs to be scheduled outside of those hours, travel time will be applied

**Turn on may be delayed until the next day.