

## WASTEWATER RATE

WASTEWATER SERVICE: Residential and Commercial

AVAILABLE: Throughout the Company's service territory in the Village at Bolton Valley.

ANNUAL RESIDENTIAL/ COMMERCIAL RATE: The rates are shown in the table below:

Type of Customer	Non-Metered Rates	
	Quarterly Rate	Annual Rate
<b>1 Bedroom</b>	\$ 199.10	\$ 796.40
<b>2 Bedroom</b>	\$ 260.95	\$ 1,043.80
<b>3 Bedroom</b>	\$ 268.93	\$ 1,075.72
<b>4 Bedroom</b>	\$ 311.00	\$ 1,244.00
<b>5 Bedroom</b>	\$ 388.74	\$ 1,554.96
<b>8 Bedroom</b>	\$ 806.49	\$ 3,225.98
<b>New Lodge/ LCA</b>	\$ 10,215.22	\$ 40,860.88
<b>Chateau/LDI</b>	\$ 4,250.84	\$ 17,003.36
<b>Black Bear Inn</b>	\$ 1,913.01	\$ 7,652.04
<b>Old Lodge (Hotel)</b>	\$ 4,828.36	\$ 19,313.44
<b>The Ponds</b>	\$ 980.88	\$ 3,923.52
<b>BVR</b>	\$ 5,463.09	\$ 21,852.36

TERMS: Customers are billed quarterly in arrears of service. Payments are due and payable by customer upon presentation or receipt of quarterly bill. The rate is an annual rate and seasonal service is not available.

DELINQUENCY: Bills will become delinquent 30 days after postmark of bills.

NEW CONNECTIONS: A flat fee of \$3,000.00 will be charged per bedroom for new residential connections. A flat fee of \$1,500.00 will be charged per bedroom for new hotel connections. Other commercial connections will be calculated on a design demand basis.

RECONNECTION: A flat fee of \$250.00 will be charged.

DISCONNECTIONS: A flat fee of \$250.00 will be charged.

## RULES AND REGULATIONS FOR WASTEWATER SERVICE

### **Definitions**

- 1) For the purpose of the Rules and Regulations of the Company, the following definitions apply:
  - a) The word “Company” shall mean the Bolton Valley Community Water and Sewer LLC, and its duly authorized agents;
  - b) The word “customer” shall mean any person being provided with wastewater service by the Company through a service pipe;
  - c) The word “main” shall mean a pipe owned or maintained by the Company which is used to collect wastewater from customers, but does not include service pipe;
  - d) The word “person” shall mean any individual, partnership, association, corporation or agency of federal, state, or local government;
  - e) The words “service connection” shall mean the point of connection of the customer’s property with the service pipe;
  - f) The words “service pipe” shall mean the pipe between the Company’s main and customer’s buildings, including the pipe fittings and valves necessary to connect or disconnect service;
  - g) 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.
  - h) The word “wastewater service” shall mean the collection and treatment of wastewater by the Company.
  - i) The word "design demand" shall refer to the wastewater rate for a customer, as determined by the Company’s standards.

### **Rules and Regulations**

- 2) Application for Services - An application for installation of a new service connection or service shall be submitted to the Company in writing using a form provided by the Company and shall include design plans showing the location and specifications for the proposed connection. Evidence of creditworthiness, or payment of a deposit, may be required.
- 3) Deposits – An initial deposit may be required by the Company.
- 4) Rejection of Applications or Refusal to Serve - The company may by written notice to the applicant, reject an application for service for any reason as determined by the company, including the following circumstances:
  - a) Provision of the requested service would result in insufficient system capacity or otherwise compromise system integrity;
  - b) The applicant's intended use of wastewater service is of such a nature that it will be detrimental, injurious, or will materially downgrade the service of existing customers or;
  - c) The requested service may be hazardous or unsafe or;
  - d) The applicant has failed or refuses to comply with the Company's rules and regulations or;
  - e) The applicant requests seasonal service.
- 5) Classification of Customers - Applicants and customers are classified as follows:  
Residential or Commercial.  
There is only one wastewater rate structure, which applies to all customers. The rate is an annual rate and seasonal service is not available.

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- 6) Service Connection - All costs of a service connection, including the service pipe fittings, valves, and 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. Construction of new service connections, and repair of existing service connections must include the installation of a clean out access point. The work shall be performed by the Company or a contractor approved by the Company. Work performed by a contractor shall be inspected by the Company before being covered. The Company is not obligated to provide the work.
- 7) Extension of Mains - Persons desiring wastewater service which cannot be furnished by the Company unless and until a new wastewater main is extended and installed may obtain wastewater service only under the following terms and conditions:
- a) that all costs incurred by the Company or incident to or as a result of extending the wastewater main, collection system, and/or otherwise expanding the utility plant to serve the new customers, including pipe, valves, fittings, manholes, equipment, materials, labor, increased storage, treatment, 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;
  - b) that the design and construction of the main are subject to the inspection and approval of the Company; and
  - c) that customers shall indemnify the company from any loss or damages caused during or due to the main extension.
- The work shall be performed by the Company or a contractor approved by the Company. Work performed by a contractor shall be inspected by the Company before being covered. The Company shall own and maintain the water main and other expanded facilities, if any, upon completion of the extension.
- 8) Access to Customer's Premises for Inspection and Testing - The Company shall have the right at reasonable times, with reasonable advance notice, to enter the premises of the customer for the purpose of inspection or testing. Purposes may include but are not limited to:
- a) To determine whether leakage or other preventable wastewater issues are occurring in respect of the customer's service pipe, other piping and fixtures;
  - b) To measure or test wastewater flows or quality;
  - c) To determine whether the customer's service is in accordance with applicable rules and regulations.
  - d) For other reasonable purposes related to the Company's provision of wastewater service.
- 9) Prevention of System Interference to Damage - The customer shall maintain the service pipe and all pipes, fixtures and valves to prevent and avoid leakage and shall manage the use of wastewater furnished by the Company to avoid system damage.

All plumbing, service connections, devices, and other appurtenances belonging to the customer shall be installed and operate so as not to cause undue interference with the operating system, and to not create health hazards to the other users.

The Customer shall in no way prevent or hinder the wastewater operators from proper maintenance and care of the system or in any way tamper with, alter, or modify any part of the wastewater system.

If, upon inspection, the Company determines that the service pipe or other piping, fixtures, fittings, appurtenances, or valves are in disrepair, in need of replacement, or require removal or installation of

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corrective devices, the Company shall notify' the customer, and afford the customer a reasonable time to effect necessary corrections, repairs or replacements; if the customer fails or refuses to accomplish such correction, repair or replacement within a reasonable time, the Company may elect to make or cause the repairs to be completed and bill the customer for the work done or take other actions, as deemed appropriate by the Company.

- 10) 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 a minimum inconvenience to customers, consistent with safety. If the wastewater 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.
- 11) Resale or Customer Extension of Service Prohibited - The wastewater 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, lease-able 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.
- 12) Loss or Damage - Although the Company will use reasonable efforts to continuously provide wastewater service to its customers, the Company does not guarantee uninterrupted service. The Company is not liable for loss or damage attributable to interruption of service or insufficient system capacity. Further, the Company is not liable for loss or damage within the customer's premises due to the use or escape or leakage of wastewater.
- 13) Bills and Payment - Bills for water service rendered shall be issued to customers by the Company in arrears, on 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. A late payment fee of 1% per month may be applied to delinquent amounts and a lien may be placed by the Company on properties in delinquency, in addition to any other legal action deemed appropriate or necessary by the Company.
- 14) Repair, Connection or Disconnection - Except in cases of emergency, service repairs, 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.
- 15) Payment of Collection Costs - The Company may recover from a Delinquent Customer those collection costs (including reasonable attorney's fees) that are approved by Court Order.
- 16) Customer Complaints and Requests – Customers may contact the Company by phone, e-mail, or in writing to report a complaint regarding wastewater service, to inquire about system usage restrictions, or to request an inspection.

The company will investigate the cause of complaints concerning wastewater service as soon as possible, and will correct the problems, if they are due to the Company's system, as soon as possible. If problems are determined to be due to the customers service connection, plumbing, or other property not belonging to the Company, the customer will be notified as soon as possible to correct the deficiency within ten days of the notice or as soon as is practicable.