

## Bolton Valley Community Water and Sewer, L.L.C. GENERAL RATE TARIFF

WATER SERVICE: Residential and Commercial

AVAILABLE: Throughout the Company's service territory. See Maps on file with the Bolton Town Clerk's Office

ANNUAL RESIDENTIAL/ COMMERCIAL RATE: Metered and non-metered rates are available. The rates are shown in the table below:

Type of Customer	Non-Metered Rate		Metered Rate *	
	Annual Rate	Quarterly Billing	Annual Rate	Quarterly Billing
<b>1 Bedroom</b>	\$300.46	\$75.11	\$276.75	\$69.19
<b>2 Bedroom</b>	\$600.93	\$150.23	\$553.52	\$138.38
<b>3 Bedroom</b>	\$901.22	\$225.31	\$830.27	\$207.57
<b>4 Bedroom</b>	\$1,201.86	\$300.47	\$1,107.02	\$276.76
<b>5 Bedroom</b>	\$1,502.33	\$375.58	\$1,383.79	\$345.95
<b>8 Bedroom</b>	\$2,403.72	\$600.93	\$2,214.06	\$553.51
<b>Sports Club</b>	\$6,910.71	\$1,727.68	\$6,365.41	\$1,591.35
<b>New Lodge/ LCA</b>	\$11,117.24	\$2,779.31	\$10,142.88	\$2,535.72
<b>Chateau/LDI</b>	\$6,009.32	\$1,502.33	\$5,535.14	\$1,383.78
<b>Black Bear Inn (Lotus Lodge)</b>	\$8,162.66	\$2,040.66	\$7,518.56	\$1,879.64
<b>Old Lodge</b>	\$12,369.17	\$3,092.29	\$11,393.16	\$2,848.29
<b>The Ponds</b>	\$2,714.21	\$678.55	\$2,500.04	\$625.01
<b>Lindsay's (Village Café)</b>	\$3,876.00	\$969.00	\$3,570.17	\$892.54
<b>MOD (BVR)</b>	\$58,660.91	\$14,665.23	\$54,032.14	\$13,508.03

\*Present metered rate: PLUS \$0.776 per thousand gallons

\*\* Proposed metered rate: PLUS \$1.51 per thousand gallons

Quarterly meter reading fee:

Present	Proposed
\$15.00	\$15.00

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 in accordance with VTPUC Rule 3.300 for residential customers or Rule 3.400 for commercial customers.

NEW CONNECTION: A flat fee of \$150.00 will be charged.

RECONNECTION: A flat fee of \$75.00 will be charged.:

DISCONNECTIONS: A flat fee of \$150.00 will be charged.

RECONNECTIONS: A disconnected customer's service shall be restored based upon the following:

- (a) Payment of the entire account delinquency prior to reconnection; or
- (b) Payment of one-half of the delinquent account balance, or a lesser negotiated amount, prior to reconnection, and the customer's execution of an agreement to repay the balance of the delinquency over a period of three months. The company does not need to accept more than two repayment plans of this type in any calendar year; and
- (c) Payment of a reconnection fee of \$75.00, which sum will be due and payable within thirty days of the restoration of service unless otherwise specifically provided in the written repayment plan; and
- (d) Payment of the rate that would have accrued under the approved tariff during the period of disconnection.


Effective: October 1, 2018  
Bolton Valley Community Water and Sewer, L.L.C

By:  \_\_\_\_\_  
Duly Authorized Agent

Bolton Valley Community Water and Sewer, L.L.C.  
RULES AND REGULATIONS FOR WATER SERVICE AND GERNAL RATE TARIFF

- 1) Definitions – For the purpose of the Rules, Regulations and tariffs of the Company, the following definitions shall apply:
- a) The word “Commission” shall mean the Vermont Public Utility Commission;
  - b) The word “Company” shall mean the Bolton Valley Community Water and Sewer LLC, and its duly authorized agents and employees;
  - c) The word “customer” shall mean any person being supplied with water by the Company through a service pipe for domestic purposes;
  - d) The word “Department” shall mean the Vermont Department of Public Service;
  - e) The work “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 water pipe between the Company’s main and customer’s buildings, including the pipe fittings and valves necessary to connect or disconnect water service;
  - 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 word “water service” shall mean the furnishing of potable water to a customer by the Company.
  - k) The word “base rate” shall refer to that portion of customer’s bill which is equal for all customers. The base rate generates revenue to cover the costs of providing water service which are shared equally regardless of water consumption rates.

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## Revised Rules and Regulations

- i) The word "consumable rate" shall refer to that portion of a customer's bill which is based on that customer's water consumption. A consumable rate may be based on actual water usage if a meter is used, or on design demand if no meters are used.
  - ii) The word "design demand" shall refer to the daily water consumption rate for a customer, as determined by Table 5, Unitized Average Day Flows, from the Vermont Water Supply Rules.
- 2) Application for Services - An application for installation of a new service connection or service shall be submitted to the Company in writing. Evidence of creditworthiness, or payment of a deposit, may be required.
- 3) Deposits -No deposits are required by the Company.
- 4) Rejection of Applications or Refusal to Serve - The company may by written notice to the applicant and by notification to the Public Service 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 35 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 Public Service 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 or;
  - e) The applicant has been validly disconnected and the cause for disconnection has not been removed as contemplated in Public Service Board Rules.
  - f) The applicant requests seasonal service.
- 5) Classification of Customers - Applicants and customers are classified as follows  
Residential or Commercial.

There is only one water rate structure, which applies to all customers.


The tariff is an annual tariff and seasonal service is not available.

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By: L. Du Yan  
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- 6) 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. Construction of new service connections, and repair of existing service connections must include the installation of a curb stop. 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.
- 7) 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; that the design and construction of the main are subject to the inspection and approval of the Company; and 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) Meters –
- a) Meters may be required by the Company. Determination of water use for billing purposes shall be based on design demand, unless a customer wishes to be billed at the metered rate. Customers wishing water meters must purchase the meters and have them installed at their own expense.
  - b) Original water meters installed by the Customers shall be the expense of the Customer. Meters shall be maintained by the Customer and shall record each customer's water usage. The Customer shall install an additional meter or meters upon request, if deemed necessary by the Company.
  - c) 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, maintaining and testing.

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- d) In the case of a meter failing materially to record properly the quantity of water used in any period, the parties shall use design flows to 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.
  - e) Replacement of meters shall be borne by the Customer.
  - f) Customers shall exercise reasonable care to prevent theft of, damage to, tampering or interference with meters or any Company property located on the customer's premises.
  - g) Meters shall be tested for accuracy by the Customer at least every three years. Test must be performed by a certified plumber and at the expense of the customer.
- 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 Company 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 whether the customer's use of water furnished by the Company is in accordance with applicable Rules and Regulations.
- 10) Waste of Water and Interference to Water System - The customer shall maintain the service pipe and all pipes, fixtures and valves to prevent and avoid leakage and shall manage the use of water furnished by the Company to avoid waste.

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 pressure of the system, and to not create health hazards to the other users. High-demand fixtures and pumps, and apparatus which require water in large or sudden quantities are prohibited, unless corrective devices are installed which restrict the fluctuation of demand and pressure to limits which are deemed reasonable by the Company. Cross connections which connect the potable water system to any other piped substance are strictly prohibited.

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By: L. Du Yau  
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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 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 disconnect water service to the customer upon reasonable notice. (See 15 below)


11) Curtailment of Service

- a) In the event of a water shortage, the Company may prohibit the use of water for irrigation, sprinkling of lawns and gardens, washing vehicles, filling or maintaining ponds, ice rinks, swimming pools, hot tubs and Jacuzzis, snowmaking or other nonessential 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.
- b) A customer's non-compliance with a curtailment order shall be grounds for disconnection of water service after proper notification (see 15 below).
- c) The use of water for the purpose of filling a swimming pool, hot tub, or jacuzzi is restricted to the hours of 11:00 p.m. to 2:00 a.m.

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) hrs in advance if the interruption is expected to exceed one (1) hour or more in duration.

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, 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.

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- 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 Environmental Conservation standards, but in no event less than 35 p.s.i. at pump source, 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 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


The Company may disconnect a customer's water service if bills are not paid within 30 days, in accordance with the Vermont Public Service Board Rules.

- 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 under any of 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 10, 11, or 13 pertaining to "Waste of Water and Interference to Water System" "Curtailed of Service" and "Resale or Customer Extension of Service Prohibited." 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 equipment furnished by the Company on the customer's premises;
- e) Violation or noncompliance with the requirements of Vermont Public Utility Commission General Orders or Rules, Regulations or order of the Commission;

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- f) If a direct cross-connection exists, or any other situation which presents a health hazard to the water system and/or other users; or if the customer's plumbing, service connection, devices, or appurtenances cause undue adverse effects to the water system's operating pressure, or cause damage or interference to other customers or to the water system.
- g) Failure to pay a bill for water service within thirty (30) days after presentation or mailing by the Company, followed by written disconnect notice which gives 14 days warning, provided however, that water service will not be disconnected except in accordance with the terms and provisions of Public Utility Commission Rules as amended from time to time. A copy of the Public Utility Commission Rules is available for inspection upon request.

Water service, once discontinued, shall not be restored until the reason for discontinuance has been eliminated. If it is determined that no violation of these rules and, regulations occurred, and that none of the above conditions for disconnection apply, service will be restored as soon as possible and the disconnection and reconnection fees will not be applied.

17) Reconnections - A disconnected customer's service shall be restored based upon the following:

- a) Payment of the entire account delinquency prior to reconnection; or
- b) Payment of one-half of the delinquent account balance or a lesser negotiated amount, prior to reconnection, and the customer's agreement to repay the balance of the delinquency over a minimum period of three months. The company does not need to accept more than two repayment plans of this type in any calendar year; and;
- c) Payment of a reconnection fee of \$75.00, which sum will be due and payable within thirty days of the restoration of service unless otherwise specifically provided in the repayment plan; and
- d) Payment of the rate that would have accrued under the approved tariff during the period of disconnection.

18) Payment of Collection Costs - The Company may recover from a Delinquent Customer those collection costs (including reasonable attorneys fees) that are approved by Court Order.

19) Personnel - The Company shall employ a minimum of one operator who has been trained and licensed by the Vermont Agency of Natural Resources, Water Supply Division to operate a Public Water Supply System.

20) Commission Rules - Upon the occasion of a disagreement between this tariff and the Vermont Public Utility Commission Rules, the rules will supersede this tariff.

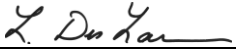
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By: L. Duhan  
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21) Customer Complaints and Requests – Customers may contact the Company by phone or in writing to report a complaint regarding water availability or quality, to inquire about water use restrictions, or to request an inspection for the purposes of qualifying for a discount.

The company will investigate the cause of complaints concerning water availability and quality as soon as possible, and will correct the problems, if they are due to the Company's intakes, wells, treatment plan, reservoirs, or mains 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.

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