COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES HOUSATONIC WATER WORKS COMPANY M. D. P. U. NO. 14 RULES AND REGULATIONS Canceling: HOUSATONIC WATER WORKS COMPANY RULES AND REGULATIONS M. D. T. E. 10 ISSUED: December 20, 2007 HOUSATONIC WATER WORKS COMPANY. EFFECTIVE: January 31, 2008 ISSUED BY: James J. Mercer, Treasurer

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 and approved by the Massachusetts Department of Public Utilities, shall govern the rendering of water service, and every Customer, upon the signing of an application for water service, or upon the taking of water service, will be bound thereby **as a binding contract for service.**
   (b) Bills for service will be rendered periodically in accordance with the Company's approved Schedule of Water Rates, and as provided for herein (Section 18).

2. DEFINITIONS APPLICABLE TO FOLLOWING SECTIONS:

The word "Company" refers to the Housatonic Water Works Company, Inc. 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 pipe from the main to the premises to be serviced.

The words "street service connection(s)" shall mean that portion of the service connection from the main to the property line, including corporation cock, curb cock, and curb box.

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) A 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) 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.

(d) When accepted by the Company, the application shall constitute a contract between the Company and the applicant, obligating both parties to comply with these Rules and Regulations.

(e) 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.

(f) When a prospective customer has made application for a new service, or has applied for the 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.

(g) 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.

4. SPECIAL APPLICATIONS FOR WATER SERVICE:

(a) Water for transit, 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) No person shall take any water service without having applied for service under these Rules and Regulations, but to the extent any person takes service without having applied, he shall be responsible for all Company charges.

(b) 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 notifies the Company to discontinue the service for such account and a final meter reading is obtained. Premises with remote reading meters must have both inside meter and remote meter read.

6. STREET 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 connections.
   (b) The street service connection shall be laid at a right angle to the main. The corporation cock shall be installed by the Company or its authorized subcontractor. The service line from the corporation cock to the property line shall be installed by the Customer's approved contractor. The cost of labor and materials shall be the responsibility of the Customer, as well as subsequent replacement and repair. The materials, for which the Customer paid, shall conform to the standards of the American Water Works Association and be the property of the Customer but shall be under sole jurisdiction and control of the Company.
   (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 set at or near the curb or property line and shall be kept accessible at all times.
   (e) The service connection from the main to the premises will be maintained by the Customer at his or her expense.
   (f) 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 corporation cock or for damage done by, or cost of water escaping from, the service pipe or any other pipe and fixtures on the outlet side of the corporation cock.

7. CUSTOMER'S SERVICE PIPES:
   (a) The size, kind, and quality of the materials which shall be laid down between the main and structures on the premises to be supplied shall be in accordance with the standards set forth by the American Water Works Association.
   (b) The service pipe shall be furnished and installed by the Customer at his expense and risk. All materials to be used shall comply with the standards set forth by the American Water Works Association.
   (c) The Customer's service pipe and all connections and fixtures attached thereto shall be subject to the inspection and approval of the Company before the water will be turned on.
   (d) The service pipe shall be laid at all points at least four and one-half feet below the surface of the ground and shall be placed on firm and continuous earth so as to give unyielding and permanent support, and shall be installed in a trench at least ten feet in all horizontal directions from any sewer line. Existing or future crossings, public or private, must be made known to the Company after approval of other agencies.

(e) The Customer shall make all changes in the service pipe required on account of changes of grade, relocation of mains, or other causes.

(f) No fixture shall be attached to or any branch made in the service pipe between the meter and the street main.

(g) Each premises 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 premises shall be deemed a violation as to all and the 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 connection which will be installed by the Company at the expense of the Customer.

(i) Any repairs, maintenance, or replacement necessary to the Customer's service pipe or any pipe or fixture in or upon the Customer's premises shall be performed by the Customer at his expense and risk.

(j) The Customer shall promptly notify the Company of any leak, defect, or damage affecting the service pipe between the property line and the point where metered.

(k) Old existing Customer-owned service lines that are non-conforming with these Rules and Regulations may be repaired but not replaced until brought up to current standards at the Customer's expense.

(l) When water service has been discontinued for a period of one year or more and no commitment has been provided by the owner as to possible future use, the Company may, at its sole discretion, consider the water service to be abandoned and may require that the water service pipe(s) be disconnected from the public water main at the owner’s expense. Any unused or abandoned water service shall be cut off and disconnected at the water main, and the curb box removed by a licensed plumber or licensed contractor at the expense of the property owner.

8. PRIVATE WATER MAINS:

All private water mains that are supplied with and convey water from Company owned water mains shall be subject to these water regulations, but shall be constructed, installed, repaired, operated, and maintained by their owners at the owner's expense. The Company may direct the owner(s) to repair or replace a private water main, install blow-offs or hydrants if in the judgment of the Company such action will reduce the quantity of water lost through leaks from that main, or where such leaks may jeopardize the operation of the public water system, or where considered necessary for maintenance of water quality.

Repairs/improvements to private water mains shall be made by and at the expense of the owner. The Company shall inspect and approve the connection of the private water main to the Company's public water main. The Company shall have the right to operate, maintain, and/or repair a private water main and its appurtenances in the event of an emergency or at its discretion as necessary for the continued operation and maintenance of the public water system. The Company shall have the right to recover its associated costs from the owner(s) in the performance of the aforementioned activities.

9. PLUMBING MUST BE APPROVED BY COMPANY:
   (a) All plumbing work in connection with the Company's water mains or appurtenances shall be submitted for inspection by the Company, and no underground work shall be covered up until inspected and approved by the Company. Whenever the Company determines that a job of plumbing is obviously defective, although not in direct violation of these rules and regulations, the Company will insist upon correction before water service will be supplied.

10. 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.

(c) 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.
(d) Piping systems supplying swimming pools and/or tanks in which water 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.
(e) 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 other customer's property during such operation.
(f) 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 the premises are located, and/or regulations specified by the Department of Public Health or the Department of Environmental Protection.

(g) 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.

11. 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 the necessary valves and other fittings as may be designated by the Company for the proper installation and protection of the meter.

(d) The Company may require a Customer to install 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 shall be paid for by the Customer.

(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) No agreement for water service, including restoration of service, will be entered into by the Company unless the premises to be served have a meter presently installed, or unless the applicant/customer consents in writing in their application for service to the installation of a meter by the Company.

(i) A Customer's refusal or failure to permit the Company to install or inspect a meter at the premises being served shall be evidenced by a Customer's failure upon written request of the Company to schedule an appointment for meter installation, or by the Customer‘s failure, on two successive occasions, to keep a scheduled installation or inspection appointment. Customers shall have twenty-one (21) days following receipt of a written request from the Company to schedule an

appointment for meter installation or inspection. Any Customer who fails to respond to the initial twenty-one day notice shall receive a second written request from the Company, which request shall provide the Customer with an additional fourteen (14) days following receipt to schedule an appointment. In the event that a Customer fails, for any reason, to keep the originally scheduled appointment, such Customer shall have an additional fourteen (14) days following the date of the original appointment within which to reschedule a date for meter installation.

(j) Upon a Customer's refusal or failure (as defined in subsection (i) above) to permit installation or inspection of a meter, the Company shall provide the Customer with written notification of its intention to discontinue water service on account of such failure. The notice shall provide a date for termination of service, which date shall not be earlier than thirty (30) days from the date for receipt of the notice. The Company shall provide a final written notice of termination to the Customer at least thirty-six (36) hours, but no more than fourteen (14) days, prior to the date of termination. If the meter has not been installed by the specified termination date, the Company may discontinue service.

(k) All notices required pursuant to this subsection shall be deemed received five (5) days after mailing, or on the date of delivery if delivered by hand.

12. MULTIPLE METERS:

(a) When more than one meter is installed on a Customer's service because of conditions in the Company's distribution system, the registration of such meters shall be combined.

13. 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 shall witness such special test.

(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.

(d) The fee associated with the testing of meters made upon request by the Customer shall be charged as set forth in Appendix A hereto.

(e) 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.

14. 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 municipality.

(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 specifically expressed in writing by the Company for the particular time and occasion.

(d) Inspections and tests of public fire hydrants will be made by the Company at convenient times and reasonable intervals.

(e) Whenever a change in location, size, type, or permanent removal of a fire hydrant is requested by a municipality and/or a Customer, such change will be made by the Company at the expense of the municipality and/or the Customer.

(f) Maintenance of the area surrounding fire hydrants is the responsibility of the property owner, or in the case of hydrants located on the public way, the responsibility of the municipality. This includes brush and snow removal..

(g) A charge of $100 will be made for each unauthorized use of a public fire hydrant.

15. PRIVATE FIRE SERVICE:

(a) The entire cost of the labor and materials for installing a private fire service from the main to the property line will be paid for by the Customer. The Company shall furnish, install, own, and maintain all new service connections, provided the costs of excavation, backfill, removal, and replacement of paving, walks, curbs, etc., including the hiring of traffic control personnel and obtaining the street opening permits, necessarily incurred in respect to new services, shall be borne by the Customer and/or the applicant for service. All work performed on the Customer's premises shall be done by the Customer at his expense.

(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 made effective.

(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 the Company, will be at the Customer's sole expense, and that performed in the street 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 service.

(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.

16. 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, including 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 24).

(b) Whenever the Customer desires to have the service contract terminated or the water service discontinued, 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 premises 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 in a system cross connected with the Company's service system, shall be grounds for the Company to discontinue its water supply to the relevant premises.

17. RENEWAL OF WATER SERVICE AFTER DISCONTINUANCE:

(a) When water service to any premises 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.

18. TURN-ON CHARGE:

(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

by 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.

(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.

19. BILLS FOR WATER SERVICE:

(a) Customers are responsible for furnishing the Company their correct address. Failure to receive bills is not to be considered an excuse for nonpayment nor will it permit an extension of the date the account is deemed delinquent.

(b) All bills will be sent to the address provided in the application or notice, unless, the Company is notified in writing of a change in 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 water service shall stand by itself.

20. TERMS OF PAYMENT:

(a) All bills shall be payable upon receipt. However, no residential bill shall be considered “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 services, shall be payable on demand.

(c) Bills for the minimum charges for metered service shall be due and payable in arrears. 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 depending upon the class and quantity of service rendered.

(d) Bills for public fire service shall be rendered quarterly or monthly in arrears and shall be due and payable as rendered.

(e) Bills for private fire service shall be rendered quarterly or monthly in arrears and shall be due and payable as rendered.

(f) The Company may terminate service to a household 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.

(g) Customer must notify the Company five (5) days prior to sale of their property so that the meter can be read and a final bill prepared. A Final Reading Fee as specified in Appendix A attached hereto shall be included in the final bill.

(h) The Company shall be entitled to gain access to any property for the purpose of reading, replacing, or repairing any meter following the procedures set forth in Massachusetts General Laws Chapter 164, Sections 116 and 124, and any regulation promulgated thereunder.

(i) The Customer and the property owner shall be liable for all costs of collection, including attorney's fees and costs.

(j) In addition to the direct claim against the Customer, the Company shall be entitled to a lien against and property to which water has been provided. The Customer and owner of the property shall be deemed to have assented to the recording of an attachment and execution for all amounts owed, including statutory interest, attorney's fees and costs, and shall be deemed to have waived any rights of homestead.

21. INTEREST CHARGE FOR LATE PAYMENT:

(a) Except as otherwise provided herein, bills for water service shall be due and payable when rendered. A bill shall be deemed rendered when it is delivered to the customer personally or three days following the date of the mailing of the bill to the mailing address supplied by the customer to the Company, whether or not the bill is in dispute

(b) No bill shall be considered due under applicable law or these Regulations in less than forty-five (45) days from receipt. No bill rendered to the Commonwealth of Massachusetts or to any agency, city, town, county or political subdivision thereof, shall be considered due under applicable law or these Regulations in less than fifty-five (55) days from receipt.

(c) Except as provided in subsection (d) below, a bill rendered to a non-residential customer for which payment in full has not been received within 45 days from the date the bill was rendered shall bear interest at the applicable monthly rate as determined in subsection (e) below, on any unpaid balance from the due date until the date of payment.

(d) A bill rendered to the Commonwealth of Massachusetts or to any agency, city, town, county or political subdivision thereof, for which payment in full has not been received within 55 days from the date the bill was rendered shall bear interest at the applicable monthly rate as determined in subsection (e) below, on any unpaid balance from the due date of payment.

(e) The applicable monthly interest rate shall be established on February 1 each year based upon the previous year's annual average of two year Treasuries plus 1000 basis points, as per DPU Order 93-204-A, effective November 1, 1994.

22. ABATEMENTS AND REFUNDS:

No abatement shall be made which arises from leaks or water wasted by improper or damaged service pipes or fixtures belonging to the Customer, or for water services left on due to vacancy.

23. 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) In high level sections where pressure is low, if the Customer desires a higher pressure than that furnished at the mains of the Company, the Customer shall install at his/her own expense a tank and/or booster pump, of a type and installation approved by the Company.

(c) Where the pressure to a Customer's premises is greater than desired, it shall be the Customer's responsibility to install the proper regulating device to reduce the pressure to the extent desired.

(d) 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).

24. 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, changes, or for other reasons, and may restrict the use of water to reserve a sufficient supply for public fire service or other emergencies whenever required for the public welfare.

25. 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 Great Barrington, if any, so that town residents, as a group, are subject to the same restrictions. The Company reserves the right to utilize a 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:

i. 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.

ii. 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 is 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 $50.00 fee for each service termination and a separate $50.00 fee for each service restoration during regular business hours and actual 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.

26. 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.

27. 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 the 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.

28. 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.

RULES AND REGULATIONS APPENDIX A Schedule of Administrative Fees and Charges (November 1, 2007) Charge for testing meters 5/8" to 1" $ 95.00 Charge for testing meters 1-1/2" & larger actual cost (This charge is refundable if meter is more than 2% inaccurate to the prejudice of the customer) Turn-On Fee, Turn-Off Fee, Disconnection and Restoration Charges, during regular business hours: $ 50.00 Turn-On Fee, Turn-Off Fee, Disconnection and Restoration Charges, during non-business hours: $100.00 Return Check Fee Actual Cost Cross-Connection Testing Fee, during business hours $ 120.00 Cross-Connection Testing Fee, during non-business hours: Actual Cost Tie-in Fees: ¾” – 1” $500.00 11/2” – 2” $1,000.00 4”-6” $2,000.00 8” + $5,000.00 Broken Meter Seal $50.00 Final Reading Fee $50.00