

APPALACHIAN UTILITIES, INC.

**RATES, RULES, AND REGULATIONS
GOVERNING THE DISTRIBUTION OF WATER
IN
THE BOROUGH OF AVIS
AND TOWNSHIPS OF PINE CREEK AND DUNNSTABLE,
CLINTON COUNTY, PENNSYLVANIA**

Issued: December 7, 2016

Effective: February 6, 2017

**By: Frank R. Sargent Jr.
Appalachian Utilities, Inc.
2265 Bear Pen Hollow Rd.
Lock Haven, Pennsylvania**

NOTICE

**THIS TARIFF SUPPLEMENT MAKES CHANGES TO THE BILLS DUE AND
PAYMENT SECTION**

SEE PAGES 21, 21A and 21B

LIST OF CHANGES MADE BY THIS TARIFF

Changes:

Supplement No. 8 makes content changes to Section 11 – Bills Due and Payment.

(See pages 21, 21A and 21B.)

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STATE TAX ADJUSTMENT SURCHARGE

In addition to the charges provided in this tariff, a 0 surcharge of _____ will apply to all charges for service rendered on or after _____.

The above surcharge will be recomputed, using the same elements prescribed by the Commission:

- a. Whenever any of the tax rates used in the calculation of the surcharge are changed;
- b. Whenever the utility makes effective any increased or decreased rates;
- c. On March 31, 1995 and each year thereafter.

The above recalculation will be submitted to the Commission within 10 days after the occurrence of the event or date which occasions such recomputation; and, if the recomputed surcharge is less than the one that is in effect, the utility will, and, if the recomputed surcharge is more than the one that is in effect, the utility may, submit with such recomputation a tariff or supplement to reflect such recomputed surcharge, the effective date of which shall be 10 days after filing.

SCHEDULE OF RATES

Meter Rates

Applicable to All Metered Customers

<u>Bi - Monthly Consumption Charges</u>	<u>Per 1,000 Gallons</u>	
First 33,000 Gallons	\$7.60	(I)
All Over 33,000 Gallons	\$3.54	(I)

Customer Charges

<u>Size of Meter</u>	<u>Customer Charge</u> <u>Bi - Monthly</u>	
5/8 inch	\$22.57	(I)
3/4 inch	\$33.86	(I)
1 inch	\$56.43	(I)
1-1/2 inch	\$112.87	(I)
2 inch	\$180.59	(I)
3 inch	\$338.60	(I)
4 inch	\$564.33	(I)
6 inch	\$1,128.66	(I)

Issued: March 11, 2016

Effective: March 12, 2016

(I) Indicates Increase

SCHEDULE OF RATES

Fire Protection Service

Public Fire Service

Borough of Avis:	<u>Bi - Monthly</u>	
Each public fire hydrant	\$28.80	(I)

Townships of Pine Creek and Dunnstable:

Each customer having any part of a building or structure located within 600 feet, measured along an improved road, of a fire hydrant shall be billed \$4.80 per bi - monthly. This charge shall be in addition to the billing under Meter Rate shown herein (page 5). (I)

Private Fire Service

<u>Size of Connection</u>	<u>Bi - Monthly</u>	
2 inch	\$43.73	(I)
3 inch	\$64.90	(I)
4 inch	\$87.47	(I)
6 inch	\$131.21	(I)
8 inch	\$174.94	(I)
10 inch	\$218.68	(I)
12 inch	\$262.41	(I)

Issued: March 11, 2016

Effective: March 12, 2016

(I) Indicates Increase

RULES AND REGULATIONS

Section 1 - Definition of Terms

Applicant:	An individual, entity, or agency applying for water service.
Utility:	Appalachian Utilities, Inc.
Commission:	Pennsylvania Public Utility Commission
Customer	The individual or agency contracting for a supply of water to a property as hereinafter classified, i.e., (a) A building under one roof and occupied as one residence or business; or (b) A combination of buildings in one enclosure and occupied by one family or business; or (c) One side of a double house having a solid vertical partition wall and occupied by one family or business; or (d) One side or part of a house occupied by more than one family or business, even though the closet and other fixtures be used in common; or (e) Each apartment, office, or suite of offices located in a building having several such apartments, offices, or suites of offices and using in common one hall and one or more means of entrance.
Date of Presentation:	The date upon which a bill or notice is mailed, as evidenced by postmark, or delivered personally to the customer.
Domestic Service:	Provision of water for household residential purposes, including water for sprinkling lawns, gardens, and shrubbery; watering livestock; washing vehicles; and other similar and customary purposes.
Fire Protection Service:	Provision of water for public and private fire protection.
Flat Rate Service:	Provision of water in un-measured quantities.

RULES AND REGULATIONS

Sec. 1 - Definition of Terms, (cont.)

Flat Rate:	A fixed periodic charge for an un-metered service.
Commercial Service:	Provision of water to premises where the customer is engaged in trade.
Industrial Service:	Provision of water to a customer for use in manufacturing or processing activities.
Main Extension:	Extension of distribution pipelines, exclusive of service connections, beyond existing facilities.
Mains:	Distribution pipelines located in streets, highways, public ways, alleys, or private rights of way which are used to carry water to serve the general public.
Meter Rate Service:	Provision of water in measured quantities.
Municipal or Public Use:	Provision of water to a municipality or other public body for other than fire protection purposes.
Premises:	The integral property or area, including improvements thereon, to which water service is or will be provided.
Service Line, Utility's:	The connecting facilities between the utility's distribution main and the customer's service line, in general, consisting of a valve or corporation stop at the main, piping therefrom to the street curb line, terminating with a curb stop and curb box.
Service Line Customer's:	The connecting facilities from the utility's curb stop and curb box to a point of consumption.
Tariff Schedules:	The entire body of effective rates, charges, rules, and regulations, as set forth herein

RULES AND REGULATIONS

Section 1 - Definition of Terms, (cont.)

Temporary Service: Provision of service for circuses, bazaars, fairs, construction work, irrigation of vacant property, and similar uses, that because of their nature will not be used steadily or permanently.

Section 2 - Service Connections

A. Application for Service Connection

2.1 Any property owner desiring the introduction of a service line from the utility's main to the curb of his or her premises must first make written application on a form furnished by the utility. The application must be signed by the property owner or his duly authorized attorney.

(C) 2.2 A new application must be made and approved by the utility on any change in ownership of property as described in any applications, and the company shall be at liberty to terminate, in compliance with Commission regulations, the water supply until such new application has been made and approved.

(C) 2.3 In the case of tenancy, the application must be made in the landlords or owners name and the landlord or owner will be responsible for the water bill.

B. Utility's Service Lines

2.4 The utility will, at its own expense, furnish and install a service of such size and at such location as the applicant requests, provided such request is reasonable. The utility's service lines will be maintained at its own expense as an integral part of its distribution system and they will remain the property of the utility and under its exclusive control.

2.5 Where the customer requests a service line larger than that deemed necessary by the utility, the utility, at its option, will install the larger service, provided the customer pays the additional cost for the larger service line.

2.6 Any temporary or emergency feature of a service line requested by the customer shall be at the expense of the customer. If the owner of a parcel of ground desires a service line installed to the curb in advance of street improvement and where there is no present demand for a supply of water, such owner shall pay the cost of installing the service line, which cost shall be refunded if and when an application is made and approved for a supply of water through the service line.

RULES AND REGULATIONS

Section 2 - Service Connections, (cont.)

B. Utility's Service Lines, (cont.)

(C) 2.7 A separate application must be made for each premise and each premise must have its own distinct and separate service line. In any case where more than one customer is now supplied through one service line, a violation of these Rules and Regulations by any customer on the common service line shall be deemed a violation by all such customers, but water service to the premises shall not be discontinued until after the expiration of a reasonable time for the installation of a separate customer's service line by or for each customer after notice by the utility to all such customers of the violation of the Rules and Regulations. The utility will install a sufficient number of separate curb stops and curb boxes at the termination of the utility's service line to permit the installation of a separate customer's service line for each customer, or the utility may, at its election, permit the use of one customer's service line by all such customers other than the customer who shall have violated these Rules and Regulations.

2.8 No service line of the utility will be installed at a time when street openings are prohibited by municipal regulations or, in the judgment of the utility, working conditions are unreasonable for such installations.

(C) 2.9 No service pipe shall be placed within 18 inches of any sewer line or in the same trench with a gas pipe or other facilities of a public service company, or within three feet or any open vault or area, or pass through any premises other than the one supplied, nor shall it be laid at a depth of less than three feet below the surface of the ground, or less than three feet below the street grade, where one has been established by public authority, except when otherwise approved by the proper official of the utility.

2.10 No service line will be installed by the utility on private property unless the owner furnishes a right of way satisfactory to the utility.

2.11 When new service lines are installed, or old ones replaced, the stop and curb box will be placed inside the curb and within six inches of the same.

2.12 If a customer being supplied by an existing service line desires that its location be changed to suit his own convenience, such customer shall pay all costs of making the change, including all labor, materials, and permits.

2.13 Under no circumstances shall any person not authorized by the utility turn the curb stop cock on or off.

RULES AND REGULATIONS

Sec. 2 - Service Connections, (cont.)

B. Utility's Service Lines (cont.)

2.14 Hereafter only one customer will be supplied through one service pipe. Where more than one customer is now supplied through one service pipe under the control of one curb stop, it shall be replaced by separate curb stops and curb boxes for each customer in accordance with Rule 2.7, at the convenience of the utility.

2.15 Where renewal of a service line of the utility is found to be necessary, the utility will renew said service line in the same location as the old one. However, if the customer, for his own convenience, desires the utility's service line at some other location and agrees to pay all expenses of such relocation in excess of the cost of installing the new service line in the same location as the old and cutting off and disconnecting the old service line, the utility will lay the new service line at the location desired. Should the customer, for his convenience, request that the service be renewed using larger size materials that deemed necessary by the utility, the utility will renew the service using the larger size materials, provided the customer pays the additions cost.

C. Customer's Service Lines

2.16 The utility is not responsible for the installation and / or maintenance of the customer's water lines beyond the end of the utility's service line.

(C) 2.17 Each customer's service line shall be installed and maintained by or on behalf of such customer at his own expense.

(C) 2.18 The customer's service line shall not: (a) occupy the same trench with, or be placed within 18 inches of any sewer pipe or any facility of any other public service company, or within three feet of any open vault or area, nor shall it be laid at a depth of less than four feet below the surface of the ground or street grade, except where otherwise approved by the proper officials of the utility. No on lot sewage disposal system, of any kind, or any part thereof, will be constructed on top of, or above a water service line.

(C) 2.19 Water will not be supplied through any connection or supply line not inspected in the open trench and approved by the utility. No connections shall be made with the utility's main or service, except by the utility. The utility reserves the right to specify the location of any and all service lines.

RULES AND REGULATIONS

Section 2 - Service Connections, (cont.)

C. Customer Service Lines, (cont.)

- (C) 2.20 All customer lines, meters, and fixtures, shall at all reasonable hours be subject to inspection by the proper employees of the utility.
- (C) 2.21 Customer service lines, fixtures, etc., furnished by the customer shall be maintained in good order by the customer so as to insure a full flow of water and avoid all waste, and upon notice, the water supply may be shut off for failure to do so.
- (C) 2.22 A customer's service line shall be of a material and at a location approved by the utility. The proper officials of the utility may prescribe the size, material, and weight per foot, of the customer's service pipe, in order to give satisfactory service.
- 2.23 There shall be placed in the service line, inside the wall of the building or appurtenance, at the expense of the customer, a round-way brass stop and waste cock, easily accessible to the occupants for their protection, in enabling them to turn off the water in case of leaks, and to drain the pipes to prevent freezing.
- (C) 2.24 There shall be placed in the service line, inside the wall of the building or appurtenance, at the expense of the customer, on the discharge side of the meter, an approved backflow device, acceptable by any regulatory agency or good engineering practices, in order to prevent backflow and /or contamination of the water system.
- (C) 2.25 where any service line is directly connected to a heating unit (water heater, steam boiler, etc.) a check valve and a relief valve shall be installed in the line between the utility's meter and said heating unit at the maximum distance possible from the utility's meter, at the customer's expense.
- (C) 2.26 The utility shall not be responsible or liable for, any damage or inconvenience suffered by the customer, or for any claims, resulting from the interruption of service, lessening of supply, inadequate pressure, poor quality of water, leakage, or any other cause. The utility 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.
- (C) 2.27 The customers who connect to the utility's water system for water service are bound to and must abide by the utility's rules and regulations.

RULES AND REGULATIONS

Section 3 - Application for Service

(C) A. Application

Each applicant for water service will be required to sign a form provided by the utility, setting forth:

1. The date and place of the application.
2. The location or service address of the premises to be served.
3. The date on which the applicant will be ready for service.
4. Whether the premises have ever been supplied before by the utility.
5. The purpose for which the service is to be used.
6. The size of the service.
7. The address to which the bills are to be mailed or delivered.
8. Whether the applicant is the owner or tenant of, or agent for, the premises.
9. The applicable rate schedule.
10. An agreement to abide by all the rules and regulations of the utility.
11. The applicant's phone number.

The application is merely a written request for service and does not bind the applicant to take service for any period of time longer than the one upon which the rates and minimum charges or the applicable rate schedule are based; neither does it bind the utility to give service, except under reasonable conditions.

B. Change in Customer's Equipment

Customers making any material change in the size, character, or extent of the equipment or operations utilizing water service, or whose change in operations results in a large increase in the use of water, shall immediately give the utility written notice of the nature of the change and, if necessary, amend their application. No owner or tenant of any premises supplied with water by the utility will be allowed to supply other persons or families or other premises, not stipulated by his or her application, or otherwise except upon written permission from the utility.

RULES AND REGULATIONS

Section 3 - Application for Service (cont.)

C. Change of Ownership of Property

Where the customer is the owner of the premises supplied with water service, he should immediately notify the utility, if and when the property is sold, and the new owner should complete an application for water service, so that bills for water service will be properly addressed.

Sec. 4 - Special Contracts

Contracts, other than applications, may be required prior to service, under the following conditions:

1. For temporary service.
2. For fire protection service.
3. For connections with other qualified utilities for emergency service.
4. For main extensions provided for herein.
5. Negotiated rate for temporary or bulk service - The Company, at its sole discretion, may enter into a contract to provide temporary or periodic bulk water to customers who have a competitive offer or alternative from another water supplier. The rates, terms and conditions of service shall be negotiated between the Company and the customer and may be subject to periodic redetermination. The negotiated rate shall be no lower than the Company's marginal cost to provide the service, as reasonably calculated by the Company. (C)

Sec. 5 - Meters

A. Meter Rate Customers

5.1 Hereafter meter rates will apply to all metered customers. The utility reserves the right to install a meter and a remote reader upon the premises of any customer (the remote reader head to be mounted on an external wall) and to charge for water furnished at meter rates.

B. Ownership and Protection of the Meter

5.2 All meters will be furnished and maintained, as far as ordinary wear is concerned, by the utility, and remain the property of the utility, and be readily accessible to and subject to its control. The following are to be installed and remain the property of the customer: A round-way brass stop and waste cock placed on the service line on the street side of and near the meter, (Rule 2.23), a suitable check valve installed on the discharge side of the meter, and, a relief valve installed in the line between the utility's meter and any water heating unit directly connected to the service line, (Rule 2.25).

RULES AND REGULATIONS

Sec. 5 - Meters, (cont.)

B. Ownership and Protection of the Meter (cont.)

5.3 The customer shall be responsible to the utility at all times for proper protection of the meter from injury or loss of the meter arising out of or caused by customer's negligence or carelessness, or that of his servants, agents, employees, or any person upon his premises, under or by authority of, his consent, or sufferance. The customer shall permit no one, who is not an agent of the utility or otherwise lawfully authorized so to do, to remove, inspect, or tamper with the utility's meter or other property of the utility on his premises.

(C) 5.4 It will be the customer's responsibility to protect the meter from damage and / or freezing. Should damage or freezing occur, the utility reserves the right to assess charges to the customer for the repairs or replacement of the meter, provided the customer has received proper notice as contained in Chapter 65 of 52 Pennsylvania Code.

C. Size and Location of the Meter

5.5 The utility will determine the size and location of the meter. The meter shall be placed at a convenient point approved by the utility so as to control the entire supply. If the utility decides the meter is to be placed within the building to be served, the customer shall provide free of charge and expense to the utility an easily accessible place near the entrance of the service pipe. If the utility decides the meter is to be located outside the building to be served, it must be placed in an approved meter box furnished by the utility at the expense of the customer.

5.6 Meters moved for the convenience of the customer will be relocated at the customer's expense.

D. Periodic Meter Test

5.7 All meters shall be tested periodically by the utility without cost to the customer, as required pursuant to Chapter 65 of 52 Pennsylvania Code and the customer may have the meter tested at any other time by making a written application to the utility and providing a deposit, as indicated in Rule 5.9, to defray the cost of the special test.

RULES AND REGULATIONS

Sec. 5 - Meters, (cont.)

E. Meter Testing in Disputed Account

(C) 5.8 In the case of a disputed account involving the accuracy of a meter, such meter shall be tested, upon the request of the customer, in conformity with the provisions of the rules and regulations pertaining to Water Service Utilities of the Pennsylvania Public Utility Commission. In the event that the meter so tested is found to have an error in registration of four (4%) percent or more, the bills will be increased or decreased accordingly as provide by the aforesaid rules.

F. Adjustment of account for Faulty Registration

(C) 5.9 Each request for the test of a meter for accuracy shall be accompanied by a deposit, the amount of which shall be determined by the size of the meter as set forth in the rules and regulations pertaining to Water Service Utilities of the Pennsylvania Public Utility Commission. If the meter so tested shall be found to have an error in registration of less than four (4%) percent, the deposit shall be retained by the utility as compensation for such test; if the error in registration is found to be four (4%) percent, or more, then the cost of the test shall be borne by the utility and the amount of the deposit shall be returned to the customer.

G. Meter Repairs

5.10 When a meter has been found to be in error more than four (4) per cent, it will be repaired or replaced with a meter accurate within four (4) per cent by the utility without charge to the customer.

H. When a Meter does not Register

(C) 5.11 If a meter, by reason of any defect, has not registered for one month or any part of a quarter year, the bill for that period shall be estimated on the basis of the average consumption during the three preceding periods. The customer shall at once notify the utility of any cessation of the registration of the meter. Every meter is installed subject to a minimum monthly or quarterly charge in accordance with the Schedule of Rates of the utility, and such minimum charge shall be nonabatable for non-use of water, and noncumulative against subsequent consumption.

RULES AND REGULATIONS

Sec. 7 - Interruption, Discontinuance, or Termination of Service

A. Customer's Request for Service Discontinuance

7.1 When premises are unoccupied, the customer shall notify the utility in writing and the water will be turned off and all charges for water will cease from the date that the water is turned off by the utility. When the property is again occupied, the customer shall again notify the utility in writing and the water will be turned on. No allowance or refund will be made for unoccupied property when written notice both at time of vacancy and at time of occupancy has not been given as above provided. No refund will be allowed for property unoccupied for a less period of time than one month.

B. Authority to Interrupt, Discontinue, or Terminate Service

(C) 7.2 The Utility may temporarily interrupt service, discontinue service without prior written notice, or terminate service within the purview of Subchapters D and E, Chapter 56, of 52 Pennsylvania Code. Only the utility, through its proper employees, has the authority to turn off the water at any corporation stop or curb stop, or to disconnect or remove the meter.

7.3 The utility shall not be liable for damage resulting from any cause of interruption in service. The utility will not be liable for interruption, shortage or insufficiency or supply, or for any loss or damage occasioned thereby, if caused by accident, act of God, fire, strikes, riots, war or other cause not within its control. Repairs or improvements will be prosecuted as rapidly as is practicable and, so far as possible, at such times as will cause the least inconvenience to the customers.

C. Restoration - Reconnect Charge

(I) 7.4 A charge of Forty Dollars (\$40.00), payable in advance, will be made for turning on water in restoration of service after discontinuance for any of the reasons specified in Rule 7.2.

RULES AND REGULATIONS

Sec. 8 - Deposits

A. General

8.1 (a) Applicants - Deposits may be required from applicants in an amount not to exceed the average estimated bill of the applicant for a period equal to one billing period plus one additional month's service, but not to exceed four months with a minimum deposit of \$5.00.

(b) Existing Customers - For existing customers, the cash deposit shall not exceed the estimated charges for service based on the prior consumption of that customer for the class of service involved for a period equal to one average billing period plus one average month, not to exceed four months with a minimum of \$5.00.

(C) (c) Adjustment of Deposits - The amount of any cash deposit may be adjusted at the request of the customer or the utility whenever the character or degree of the usage of the customer has materially changed or when it is clearly established that the character or degree of service will materially change in the immediate future.

(D) (d) Interest Rate - Interest at the rate of six (6%) per cent per annum shall be payable on all deposits without deductions for any taxes thereon.

(e) Application of Interest - Interest shall be paid annually to the customer, or, at the option of either the utility or the customer, shall be applied to service bills.

B. Refund of Deposit

8.2 A cash deposit shall be refunded under the following conditions:

(C) (a) Termination or discontinuance of service - Upon termination or discontinuance of service, the utility shall promptly apply the deposit of the customer, including accrued interest, to any outstanding balance for water service and refund the remainder to the customer. A transfer of service from one location to another within a service area shall not be deemed discontinuance.

(b) Credit established - When a customer establishes his credit pursuant to Section 56.32 (relating to credit standards) of 52 Pennsylvania code, the utility shall refund any cash deposit plus accrued interest.

RULES AND REGULATIONS

Sec. 8 - Deposits (cont.)

B. Refund of Deposit (cont.)

(c) Member of composite credit group - When a customer becomes a bona fide member of a composite credit group, the utility shall refund any cash deposit plus accrued interest unless the customer requests that it be transferred to the credit group.

(C) (d) Third - party guarantor - When a customer substitutes a third - party guarantor in accordance with the provisions of Section 56.33(c) of 52 Pennsylvania Code, (relating to composite group; cash deposits; third - party guarantor), the utility shall refund any cash deposit, plus accrued interest, up to the limits of the guarantee.

(C) (e) Prompt payment of bills - After a customer has paid bills for service for 12 consecutive months without having service terminated and without having paid his bill subsequent to the due date or other permissible period as stated in the rules and regulations on more than two occasions, the utility shall refund any cash deposit, plus accrued interest, so long as the customer currently is not delinquent.

(C) (f) Optional refund - At the option of the utility, a cash deposit, including accrued interest, may be refunded, in whole or in part, at any time earlier than the time stated in this section.

C Application of Deposit to Bills

8.3 The customer may elect to have a deposit applied to reduce bills for water service in lieu of a cash refund.

D Periodic Review

(C) 8.4 If a customer is not entitled to refund pursuant to Section B of this Rule (relating to refund of deposit), the utility shall review the account of the customer each succeeding month and shall make appropriate disposition of the deposit in accordance with Sections B and C of this Rule (relating to refund of deposit and application of deposit to bills).

E. Refund Statement

(C) 8.5 When a cash deposit is refunded, the utility shall mail or deliver to the customer a written statement showing the amount of the original deposit plus all accrued interest, the application of the deposit to any bill which had previously accrued, the amount of unpaid bills liquidated by the deposit, and the remaining balance.

RULES AND REGULATIONS

Sec. 9 - Notices

A. Notices to Customers

9.1 Notices from the utility to a customer will normally be given in writing, and either delivered or mailed to him at his last known address

9.2 Where conditions warrant, and in emergencies, the utility may resort to notification either by telephone or messenger.

B. Notices from Customers

(C) 9.3 Notice from the customer to the utility may be given by him or his authorized representative orally or in writing:

(a) At the office of Appalachian Utilities, Inc.

Sec. 10 - Multiple Units

10.1 Whenever conditions prevent the installation of a separate meter for each customer without undue expense to the property owner, such as might occur in metering each apartment, business quarters, or mobile home on the same premises, water may be furnished to said premises through a single meter for use in the several residential or business units. The charges to such service shall be determined in the manner described in the Schedule of Rates for metered customers.

RULES AND REGULATIONS

Sec. 11 - Bills Due and Payment

Meter reading:

11.1 Meters will be read at regular bi-monthly intervals, at the option of the utility, for the preparation of regular bills, and as required for the preparation of opening bills, closing bills, and special bills.

11.2 Bills are payable by mail or in person at any authorized pay agency or as otherwise authorized by the Company. The customer will be responsible for the payment for all service rendered by the utility until written notice to discontinue same is received and reasonable time from receipt of said notice shall have elapsed for the utility to take the final reading of the meter.

Payment:

11.3 Bills are payable bi-monthly for service rendered during the preceding sixty (60) days. The due date for payment of bills shall be due on the 20th of the month proceeding the sixty (60) day billing period.

Delinquent Bills:

11.4 If a rendered bill remains unpaid for a period of 20 days for residential or 15 days for non-residential customers, it shall be classified as delinquent. However, if the last day of such period falls on a Saturday, Sunday, a holiday or day when the Company's office are closed, the delinquency date shall be the next succeeding business day. Payments made by mail will be deemed made on the date of the postmark. Payments to an authorized payment agent will be deemed received when paid at that location. Service may be terminated for non-payment of bills in accordance with the Commission's regulations. If service is thus terminated, it will not be restored until all outstanding charges provided by the Commission's regulations and the tariff of the Company are paid or satisfactory arrangements are entered for payment. If a dispute of a water bill has arisen as defined in the Commission's regulations, the Customer is responsible for paying the undisputed portion of such bill and termination of service may occur if the undisputed billings become delinquent.

Late Payment Charge:

11.5 If payment has not been received by the Company for five days after the bill has been classified as delinquent, a late charge (penalty) of 1.5% will be applied to the account and such late charge (penalty) will be calculated every thirty days thereafter only on the overdue portion of the bill excluding previous late charges (penalties), and in no event shall the late charge (penalty) exceed more than 18% annually (simple interest).

RULES AND REGULATIONS

Sec. 11 - Bills Due and Payment cont'd

Return Check Charges:

11.6 The customer will be responsible for the payment of a charge of \$20.00 per incident where a check, which has been presented to the Company for payment of any bill, is returned by the bank for any reason including, but not limited to, non-sufficient funds, account closed, payment stopped, two signatures required, postdated, stale date, account garnished, no account, drawn against uncollected funds, balance held and unauthorized signature. This charge is in addition to any and all charges assessed against the Customer by the bank. If a Customer's account shows a history of submitting payments that have been returned for insufficient funds or any other reason outlined above, the Company may require deposit or turn-on charges to be paid by cash, certified check or money order.

Customer Address:

11.7 Bills or notices, relating to the Company or its business, shall be mailed or delivered to the customer's last address as shown by the books of the Company, and the Company shall not be otherwise responsible for delivery. The Company shall deliver or mail all such notices and bills to the address given on the service application, until a change, in writing, has been filed with the utility by the applicant. The presentation of a bill to the customer is a matter of accommodation and not a waiver of this rule.

Turn-on Charge:

11.8 When service has been terminated to any premise because of violation of the Company's Rules and Regulations or at the Customer's request, a charge of \$40.00 payable in advance will be made for restoration of service. If the Customer request for restoration of service requires the Company to incur overtime or holiday costs, the Company reserves the right to bill the Customer for the additional cost incurred. If the Company incurs out of the ordinary expense to affect termination of service for non-payment of bills or due to lack of access to the Company's facilities, the Customer must reimburse the Company for those expenses in addition to the \$40.00 turn-on charge prior to service being restored.

Turn-off at Customer Request:

11.9 Customers desiring to avoid payment for water service during periods when Properties are vacant or during extended absences shall give notice in writing at the office of the Company requesting the water to be shut off. If a minimum charge or Customer charge for water use is applicable the bill will be based on the proportion (pro-rated) for that the period when water service was available bears to the entire period on which such minimum charge or Customer charge is based. Metered consumption in excess of such adjusted minimum shall be billed at normal rates.

RULES AND REGULATIONS

Sec. 11 - Bills Due and Payment

Bills and Billing History:

11.10 Bills based on estimated water use shall be subject to review upon the Customer's request and submission by the Customer of information as to unusual water use. In all other cases, billing shall be made as soon as practicable after reading of respective meters. A Customer may obtain from the Company, at no charge to the Customer, the billing history for up to ten accounts per year in the name of the Customer, provided that the Customer submits a written request for such information directly to the Company. Additional request will be processed subject to the Company's right to charge the Customer its incremental costs of providing such histories.

RULES AND REGULATIONS**Sec. 12 - Temporary Service****A. Charge for Water Served**

12.1 Charges for water furnished through a temporary service connection shall be at the established rates for other customers.

B. Installation Charges and Deposits

(C) 12.2 The applicant for temporary service will be required:

(a) To pay the utility, in advance, the estimated cost of installing and removing all facilities necessary to furnish such service.

(b) To deposit an amount sufficient to cover bills for water during the entire period such service may be used, or to otherwise establish his credit.

C. Responsibility for Meters and Installation

12.3 The customer shall use all possible care to prevent damage to the meter or to any other loaned facilities of the utility which are involved in furnishing the temporary service from the time they are installed until they are removed, or until 48 hours' notice in writing has been given to the utility that the contractor or other person is through with the meter or meters and the installation. If the meter or other facilities are damaged, the cost of making repairs shall be paid by the customer.

D. Temporary Service from a Fire Hydrant

(C) 12.4 If temporary service is supplied through a fire hydrant, a permit for the use of the hydrant shall be obtained from the municipality and the utility. It is specifically prohibited to operate the valve of any fire hydrant other than by the use of a spanner wrench designed for this purpose. It will also be required that a backflow device, approved by the utility, be installed on the discharge side of the fire hydrant, to prevent system contamination, at the expense of the customer.

E. Unauthorized Use

12.5 Tampering with any fire hydrant for the unauthorized use of water therefrom, or for any other purpose, is a misdemeanor, punishable by law.

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RULES AND REGULATIONS**Sec. 13 - Cross Connections**

13.1 Water service not supplied by the utility shall not be connected or cross connected with the utility's facilities, except with the written consent of the utility.

Sec. 14 - Frozen Service Lines

14.1 Should any service line become frozen, the utility will thaw out, at its own expense, that portion of the frozen service line between the main and the curb. The customer shall, at his own expense, thaw out that portion of the frozen service line between the curb and his premises.

Sec. 15 - Pools and Tanks

15.1 When an abnormally large quantity of water is desired for filling a swimming pool or for other purposes, arrangements must be made with the utility prior to taking such water.

15.2 Permission to take water in unusual quantities will be given only if it can be safely delivered through the utility's facilities and if other customers are not inconvenienced.

Sec. 16 - Fire Hydrants**A. Use and Damage to Fire Hydrants**

16.1 No person or persons, other than those designated and authorized by the proper authority, or by the utility, shall open any fire hydrant, attempt to draw water from it or in any manner damage or tamper with it. Any violation of this regulation will be prosecuted according to law.

B. Moving of Fire Hydrants

16.2 When a fire hydrant has been installed in the location specified by the proper authority, the utility has fulfilled its obligation. If a property owner or other party desires a change in the size, type, or location of the hydrant, he shall bear all cost of such changes, without refund. Any change in the location of a fire hydrant must be approved by the contracting municipality.

C. Maintenance of Fire Hydrants

(C) 16.3 The municipality shall be responsible for the upkeep, maintenance, winterization and accessibility to any fire hydrant included in its territory.

RULES AND REGULATIONS**Sec. 17 - Responsibility for Equipment**

17.1 The customer shall, at his own risk and expense, furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying and utilizing water, and the utility shall not be responsible for any loss or damage caused by the improper installation of such water equipment, or the negligence, want of employees, contractors, licensees or permittees in installing, maintaining, using, operating or interfering with such equipment. The utility shall not be responsible for damage to property caused by spigots, faucets, valves and other equipment that are open when water is turned on at the meter, either when the water is turned on originally or when turned on after a temporary shutdown.

Sec. 18 - Access to Premises

18.1 The utility or its duly authorized agents shall at all reasonable times have the right to enter or leave the customer's premises for any purpose properly connected with the service of water to the customer.

18.2 Any inspection or recommendations made by the utility or its agents on plumbing or appliances or reuse of water on the customer's premises, either as the result of a complaint or otherwise, will be made or offered without charge.

Sec. 19 - General

(C) 19.1 The utility shall have the right to reserve a sufficient supply of water at all times in its reservoirs to provide for fire and other emergencies

(C) 19.2 No agent or employee of the utility shall have authority to bind it by any promise, agreement, or representation, not provided for in these rules unless such authority is in writing, signed by the proper officials of the utility.

(C) 19.3 Private hydrants shall not be located on the sidewalk, nor in any open place of easy access to the public.

(C) 19.4 The utility reserves the right to change, take from or add to the foregoing rules and regulations in the manner provided by the law.

RULES AND REGULATIONS**Sec. 19 - General (cont.)**

(C) 19.5 It is impossible for the utility to guarantee a continuous supply of water, and therefore customers are cautioned that in any case where an interruption of service might cause damage (for example, hot water heaters, water fed furnaces or other customer property), it is the customers responsibility to arrange adequate protection, and all risk of damage shall be borne exclusively by the customer.

(C) 19.6 In the interest of public health and for the protection to utility property, the utility will not permit service lines or any other lines to be connected either on or off premises with any other source of water supply unless approved by PA DEP. Service lines may not be connected to any pipe, tank, vat or other container or apparatus, which contains liquids, chemicals or other matter, which may flow backward into service lines or mains, during any given situation, and or may endanger or be a potential danger to the water supply.

(C) 19.7 The utility shall be under no liability for damages or injury by fire to any person or property, because of total or partial failure of the utility's water system to produce adequate water for fire protection.

(C) 19.8 The utility shall in no event be responsible for maintaining service lines, except between the main and the curb, or for damage done by water escaping therefrom, or from line and fixtures on customers property, and customers shall at all times comply with municipal regulations with reference thereto, and make changes therein required on account of changes of grade, relocation of mains, or otherwise. The utility may discontinue service for any failure to carry out the provisions of this rule.

(C) 19.9 A turn-on order in any case will not be issued until all arrears due the utility from the customer shall have been paid, or other suitable arrangements have been made, and when applicable, an application has also been made for service.

(C) 19.10 The utility reserves the right to terminate water service for failure to pay bills rendered, or for violation of or refusal to comply with the rules and regulations of the utility, in accordance with Commission regulations, and to make a charge for the restoration of services.

Sec. 20 Contingent Voluntary And / Or Mandatory Water Conservation Measures Plan

1. If the utility is experiencing a short term supply shortage, the utility may request general conservation of inside water uses and may impose mandatory conservation measures to reduce or eliminate nonessential uses of water.
2. A list of all nonessential uses of water includes, at a minimum, those contained in 52 Pennsylvania Code, Section 65.1, as listed below:
 - a. The use of hoses, sprinklers, or other means for sprinkling or watering of shrubbery, trees, lawns, grass, plants, vines, gardens, vegetables, flowers, or any other vegetation.
 - b. The use of water for washing automobiles, trucks, trailers, trailer houses, or any other type of mobile equipment.
 - c. The washing of streets, driveways, parking lots, service station aprons, office buildings, exteriors of homes, sidewalks, apartments, or other outdoor surfaces.
 - d. The operation of any ornamental fountain or other structures making a similar use of water.
 - e. The use of water for filling swimming or wading pools.
 - f. The operation of any ornamental fountain or other structures making a similar use of water.
 - g. The use of water from fire hydrants for construction purposes or fire drills.
 - h. The use of water to flush a sewer line or sewer manhole.
 - i. The use of water for commercial farms and nurseries other than a bare minimum to preserve plants, crops, and livestock.
3. Notice of the implementation of the conservation plan shall be sent to all customers or be provided by local radio, television, or newspaper advertisements. The utility shall at first request voluntary customer cooperation.
4. If voluntary cooperation does not achieve satisfactory results, mandatory compliance will be imposed. If any customer refuses to comply with such mandatory measures, the utility may either adjust the outside water valve connection in a manner which will restrict water flow by up to one-half, or otherwise restrict flow such as by the insertion of a plug device. Note: Prior to such valve adjustment or other flow restriction being imposed, the utility must make a bona fide attempt to deliver notice of the valve

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Sec. 20 Contingent Voluntary And / Or Mandatory Water Conservation Measures Plan, (cont.)

4. (cont.) adjustment or other flow restriction to a responsible person at the affected premises and fully explain the reason for the proposed flow restriction and the means by which the customer may eliminate the grounds for such flow restriction. Less restrictive means may be imposed to secure such compliance.
5. These conservation measures shall be terminated at such time as the supply shortage is eliminated.
6. Complete service termination may be imposed by an Administrative Law Judge or other presiding officer after an expedited hearing has been held to provide the affected customer with an opportunity to be heard.
7. In addition to the provisions as set forth above, the Pennsylvania Emergency Management Council is authorized to promulgate, adopt, and enforce a Water Rationing Plan by virtue of the Emergency Management Services Code, 35 PA C.S. #1701 et Seq. as implemented by the Drought Emergency Proclamation dated November 6, 1980
8. In the event of a drought emergency, as declared by a Basin Commission and by a proclamation or executive order issued by the Governor, Appalachian Utilities, Inc. is authorized to collect fines set forth in its Local Water Rationing Plan as filed with and approved by the Pennsylvania Emergency Management Agency.

RULES AND REGULATIONS

(C) Section 21 - Main Extensions and Agreements

(C) Whenever a developer, owner, or occupant of a property within the service territory of the Company requests Company to extend service to such property, the Company shall extend service under the following conditions:

(C) 1. **Definitions:** For the purpose of this section:

(a) "Bona fide service applicant" shall mean a person or entity who is applying for service to a primary residence or place of business where that person or business resides.

(b) "Special utility service" shall mean water provided for:

1. seasonal service,
2. service for less than (1) year,
3. service requirements in excess of that which is normally required to provide individual residential water service or,
4. service to an applicant whose water needs are already adequately met by an alternative source.

(C) 2. **Obligation to extend:** The Company agrees to fund and construct mains to a bona fide service applicant to the extent that the cost of such extension does not materially handicap the Company's ability to secure a fair return on investment or does not unduly burden other customers as a result of rate increases. At current average costs of construction, a distance of at least thirty five (35) feet will be extended without contribution from the service applicant. Extensions beyond thirty five (35) feet may be reviewed for their impact. The Company will not fund the cost of construction to any service applicant if the Company determines that the applicant is not a bona fide service applicant or that the applicant is requesting special utility service.

(C) 3. **Requirement for Extension Deposit Agreement:** Where extension of facilities is not fully funded by the Company pursuant to Rule 2 of this Section, the execution by the applicant of an Extension Deposit Agreement for customer contribution or advance shall be a condition of extending the facilities. Upon notice that the Company is prepared and able to go forward with the work, the applicant will deposit with the Company the amount specified in the Extension Deposit Agreement.

RULES AND REGULATIONS

(C) 4. **Size of Main:** The Company shall have the exclusive right to determine the type and size of mains to be installed and the other facilities required to render adequate service. However, where the Company decides to install a pipe larger than necessary to render extension of adequate service to the applicant, estimated or actual cost figures in the Extension Deposit Agreement shall include only the material and installation cost of a pipe the size of which is necessary to provide adequate service to the applicant. Any incremental costs of a larger pipe will be the responsibility of the Company. All estimated or actual cost figures referred to in the Extension Deposit Agreement shall include a reasonable allowance for overhead costs and taxes as appropriate. The minimum pipe size for main extensions shall be six (6) inches pursuant to commission regulation at 52 Pa. Code S65.17 (b).

(C) 5. **Length of Extension:** In determining the necessary length of an extension, the terminal point of such extension shall be at that point in the curb line, which is equidistant from the side property lines of the last lot for which water service is requested. A street service connection will be provided only for active customer service lines that extend at right angles from the curb line in a straight line to the premises to be served.

(C) 6. **Estimated Net Cost of Construction:** The estimated cost of the required main and / or any other additional facilities which the Company shall have determined are necessary to render adequate service, less the Company contribution under Rule 2 of this Section.

(C) 7. **Cost True-up:** At the conclusion of the main extension project there shall be a reconciliation of the actual costs incurred to the amount of extension deposit that has been paid by the customer. If the actual cost exceeds the deposit, the applicant shall be responsible for payment to the Company of the difference. If the deposit exceeds the actual cost, the Company shall refund the difference.

(C) 8. **Refunds:** The Company will refund to the applicant, during a period of ten (10) years from date of extension deposit, a per - customer amount for each additional bona fide service applicant from whom a street service connection shall be directly attached to such main extension as distinguished from extensions or branches thereof. Provided, however, that the total amount refunded shall not exceed the original deposit without interest, and provided that all or any part of the deposit not refunded within said 10-year period shall become the property of the Company. The per - customer refund amount shall be an amount equal to the average actual completed cost of thirty - five (35) feet of the extension. For all customer advances made prior to June 12, 1996, the per - customer refund amount shall be determined by dividing it by the following Income Tax Expansion Factor:

$$1 - [\text{Pa.CNI rate} + (1.00 - \text{Pa CNI Rate}) \text{ Federal Tax Rate}]$$

RULES AND REGULATIONS

(C) Form of Extension Deposit Agreement

(C) **THIS AGREEMENT** entered into this _____ day of _____ 19____,
by and between Appalachian Utilities, Inc., hereinafter called "Company", and

_____, hereinafter called "Depositor".

(C) **WHEREAS**, the DEPOSITOR desires extension of the water mains of the COMPANY, as hereinafter described:

(C) **NOW THEREFORE, THIS AGREEMENT WTNESSETH:**

(C) **FIRST:** THE COMPANY contracts and agrees to lay the water main(s) (and other facilities, if any) as shown in red on the diagram hereto attached and made a part hereof described and located as follows:

RULES AND REGULATIONS

(C) Form of Extension Deposit Agreement (cont.)

(C) SECOND: It is expressly understood and agreed that if the COMPANY shall be delayed or prevented from installing the water main(s) (and other facilities, if any) herein above described, because of its failure to secure pipe or other construction materials or for any other causes beyond its control, such failure or delay in performance shall be excused; provided, however, if such failure or delay in performance shall extend for a period of more than (1) one year from the date hereof, the DEPOSITOR shall have the right to cancel and terminate this agreement on thirty (30) days written notice to the COMPANY, and thereafter both parties shall be relieved of all duties and obligations arising hereunder. But this right to cancel and terminate by the DEPOSITOR shall not be invoked if the COMPANY has received the construction material and the DEPOSITOR has made the deposit as hereinafter required, in which event the COMPANY shall have the obligation to prosecute the work diligently to its completion.

(C) THIRD: The DEPOSITOR hereby agrees to deposit with the COMPANY, upon notice from the COMPANY that it is prepared and able to go forward with the work provided in Paragraph First hereof, an amount in cash equal to; (1) the Estimated Cost less (2) the Applicable Credit and are to be determined as follows:

(1) The Estimated Cost shall be estimated cost of the extension, including the estimated cost of said main(s) and the estimated cost of any other facilities which the COMPANY shall have decided are required to render adequate service.

(2) The Applicable Credit shall be a credit equal to the amount produced by multiplying; (a) the average Estimated Cost per foot of the extension by (b) thirty - five (35) feet, and by multiplying the product thereof by (c) the number of bona fide prospective customers who will be directly served by said extension.

(C) Upon such written notice, a Preliminary Memorandum in the form attached shall be prepared and signed by both parties showing the deposit required in accordance with foregoing provisions. Upon completion of the installation of the extension, a Final Memorandum in the form attached shall be prepared and signed by both parties showing the deposit required based on the same calculation as set forth above but by using the actual cost of the extension, including the actual installation cost of the main(s) and other facilities, for the Estimated Cost and in calculating the Applicable Credit. If the deposit shown to be due on the Final Memorandum differs from that shown on the Preliminary Memorandum, the DEPOSITOR will deposit any additional amount shown to be due or the COMPANY will refund to the DEPOSITOR any excess amount shown to have been deposited, it being the intent of this agreement that the deposit required shall be based on actual installation cost. If the actual installation costs exceeds the deposit required as shown on the Preliminary Memorandum, the additional amount of required deposit must be made by the DEPOSITOR to the COMPANY before the granting of refunds to the DEPOSITOR.

RULES AND REGULATIONS

(C) Form of Extension Deposit Agreement (cont.)

(C) FOURTH: The COMPANY hereby agrees to refund to the DEPOSITOR during the period of ten (10) years from actual date of deposit an amount equal to the average actual completed cost of thirty - five (35) feet of the said main(s) for each additional bona fide prospective customer for whom a street service connection shall be directly attached to such main extension, as distinguished from extension or branches thereof; provided, however, that the total amount refunded shall not exceed the original deposit, without interest, and that all or any part of the deposit not refunded within said 10 - year period shall become the property of the COMPANY. The Pre - Customer Refund Amount shall be an amount equal to the average actual completed cost of thirty - five (35) feet of said extension.

(C) FIFTH: The DEPOSITOR may request refunds under Paragraph FOURTH, once in each calendar quarter, furnishing the COMPANY, at such time a listing of additional bona fide prospective customers; however, failure on the part of the DEPOSITOR to make such request shall not constitute a waiver of any rights hereunder or relieve the COMPANY of the obligation to make refunds with reasonable promptness.

(C) SIXTH: The Ownership of the water main(s) laid hereunder shall at all times be in the COMPANY, its successors and assigns.

(C) SEVENTH: This agreement shall be valid and binding on the COMPANY only when executed by its President.

(C) EIGHTH: This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties.

RULES AND REGULATIONS

(C) Form of Extension Deposit Agreement (cont.)

(C) NINTH: Any notice hereunder shall be deemed sufficient if in writing and sent by registered mail to the COMPANY at P.O Box 118, Woolrich, Pa. 17779, and to the DEPOSITOR at _____

—
(address of DEPOSITOR)

(C) TENTH: This agreement is entered into pursuant to the legally established Rules and Regulations of the COMPANY, and the words, phrases, and terms hereof are to be understood and interpreted in conformity with said Rules and Regulations, which are hereby incorporated herein by reference.

(C) Executed in triplicate by the parties hereto on the date first above written.

WITNESS:

COMPANY

by _____

President

(SEAL)

WITNESS:

DEPOSITOR

RULES AND REGULATIONS

(C) Form of Extension Deposit Agreement (cont.)

PRELIMINARY MEMORANDUM

This Preliminary memorandum is executed by the parties hereto under and pursuant to the provisions of Paragraph THIRD of a certain agreement in writing between the parties entered into on the _____ day of _____ 19____, for the installation by the COMPANY of a certain water main(s) therein described. It is therefore, agreed and stipulated:

- (a) Estimated cost of main(s) _____
- (b) Estimate cost of fire hydrants
laterals and valves _____
- (c) Estimated cost of other facilities _____
- (d) Total _____
- (e) Credit Allowance:
 - (i) (a) above divided by
feet of main _____
 - (ii) 35
 - (iii) Number of bona fide
prospective customers
to be directly served
by extension _____
 - (iv) Product of (i), (ii), (iii) _____
- (f) Amount of Deposit: (d) minus (iv) of (e) _____

This Preliminary Memorandum shall be attached to the original agreement in accordance with the provisions of Paragraph THIRD thereof.

Date of Deposit _____

WITNESS:

COMPANY

by _____

President

(SEAL)

WITNESS:

DEPOSITOR:

RULES AND REGULATIONS

(C) Form of Extension Deposit Agreement (cont.)

FINAL MEMORANDUM

This Final memorandum is executed by the parties hereto under and pursuant to the provisions of Paragraph THIRD of a certain agreement in writing between the parties entered into on the _____ day of _____ 19____, for the installation by the COMPANY of a certain water main(s) therein described. It is therefore, agreed and stipulated:

- (a) Actual cost of main(s) _____
- (b) Actual cost of fire hydrants
laterals and valves _____
- (c) Actual cost of other facilities _____
- (d) Total _____
- (e) Credit Allowance:
 - (i) (a) above divided by
feet of main _____
 - (ii) 35
 - (iii) Number of bona fide
prospective customers
to be directly served
by extension _____
 - (iv) Product of (i), (ii), (iii) _____
- (f) Amount of Deposit: (d) minus (iv) of (e) _____

This Final Memorandum shall be attached to the original agreement in accordance with the provisions of Paragraph THIRD thereof.

Date of Deposit _____

WITNESS:

COMPANY

by _____

President

(SEAL)

WITNESS:

DEPOSITOR:

RULES AND REGULATIONS

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