

RULES AND REGULATIONS

The following rules and regulations enacted by the Nantucket Water Commission for the Wannacomet Water Company constitute a contract between the customer and the Nantucket Water Commission, and upon acceptance by the Nantucket Water Commission of his or her application for water service, is considered to have expressed his/her consent to be bound thereby, and to take water only for the purposes stated in the application at the established rates.

DEFINITIONS

Nantucket Water Commission: The Nantucket Water Commission is a three member board elected by the registered voters of Nantucket responsible for the administration and operation of the Wannacomet Water Company. Hereinafter referred to as the "Commission."

Wannacomet Water Company: The Wannacomet Water Company is an enterprise fund of the Town of Nantucket and is administered by the Nantucket Water Commission. Hereinafter referred to as the "Company."

Customer: The word "customer" shall be taken to mean an individual, partnership, association, syndicate, company, firm, corporation, municipal corporation, institution, department, division, bureau, agency, government, governmental division, or any other entity recognized by law that is supplied by the Wannacomet Water Company.

Water Main: The words "main" or "main pipe" shall mean the supply pipe owned by the Commission from which service connections are made to supply water to customers.

Service Connection: The words "service connection" shall mean a single pipeline that provides water to an individual residential living unit, a commercial unit, or an industrial unit from the public water supply system is a service connection.

Seasonal Use: The words "seasonal use" shall mean any intermittent use, season after season, at the same premises.

Public Water System: The words "public water system" refers to the water system owned and operated by the Wannacomet Water Company.

Premises: 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 that are rented to tenants, and using in common one hall and one or more means of entrance.

Fire Service: The words “fire service” shall mean a pipe dedicated to providing water to a fire suppression system.

APPLICATIONS FOR SERVICE

1. No agreement will be entered into by the Company with any applicant until all arrears and charges due by the applicant at any premises now or heretofore occupied by him shall have been paid in full.
2. The accepted application by the Company shall constitute a contract between the Company and the applicant, obligating the applicant to pay to the Company its rates as established from time to time and to comply with these Rules and Regulations.
3. Applications for new service connections will be accepted subject to the availability of an existing main in a street or right-of-way abutting on the premises to be served. These Rules and Regulations in no way obligate the Company to extend its mains in order to provide service to premises under consideration.
4. When a prospective customer has made application for a new service or has applied for the reinstatement of an existing service, shall comply with the Plumbing Code requirements as set forth by the Commonwealth of Massachusetts and the Company will not be liable, in any case, for any accidents, breaks, or leakage arising in any way in connection with the supply of water or failure to supply same, or the freezing of water pipes or fixtures of the customer.

SERVICE CONNECTIONS

1. The Company shall furnish, install, own and maintain all new service connections, provided the costs of excavation, backfill, and 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 or other applicant for service. For replacement of services, the Company shall bear all costs. This property shall be maintained by the Company and may be removed or changed by it at any time.

2. Meter settings shall not be used by the customer or his agent for turning on or shutting off the water supply. The control of the water supply by the customer shall be by means of a separate stop, and waste, below freezing point, just outside the foundation. Meter settings are for the exclusive use of the Company.
3. The Company will furnish and install the following equipment: Corporation stop, service pipe to the property line, curb stop and curb box. All service pipes shall have a minimum cover of at least four and one-half (4 ½) feet. All service pipes shall not be less in size than one (1) inch inside diameter. On metered service the Company will furnish and set the meter in an underground meter vault, except that, if mutually agreed upon, the meter may be set in the basement.
4. The service pipe from the property line to the premises shall be installed at the expense of the customer. For this installation the customer shall employ a competent plumber or contractor, satisfactory to the Company to do the work. The minimum size and cover shall be the same as that used from main to property line. All services shall be “K” Grade Copper, or 200 PSI test Polyethylene. Nylon fittings are prohibited for underground use. Materials and method of construction shall be approved by the Company and if the service has not been installed in accordance with the Company’s requirements, water service will not be turned on until defects have been remedied. The service pipes between the property line and the premises and all piping and fixtures on or in the premises of the customer shall be maintained by the customer and the work performed by a competent plumber in a manner satisfactory to the Company. Every service must be provided with a workable stop and waste cock located outside the building near the service entrance, easily acceptable and protected from freezing. All piping shall be so arranged as to permit draining whenever necessary. All necessary repairs shall be made from time to time by the customer as may be necessary to prevent leaks and damages. All customers having direct pressure hot water tanks must place proper vacuum and relief valves in the pipe system to prevent any damage to such tanks or other appliances are subjected to direct pressure except at the risk of the owner and occupants. Any such damage resulting from failure to comply with this rule must be borne exclusively by the customer.
5. No service pipes shall be laid in the same trench with gas pipe, sewer pipe, or any other facility of a public service company, nor within three feet of any open excavation or vault.
6. On future installations or re-installations of service lines, only one premise will be supplied through one service pipe. Where more than one premise is now supplied through one service pipe, and under the control of one curb cock, any violation of the rules of the Company by either or any of the

customers so supplied shall be deemed a violation by all, and the Company may take such action as could be taken against a single customer, who is not in violation of the Company's rules, has been given a reasonable opportunity to attach his pipe to a separately controlled service connection.

7. Use of water is confined to the premises named in the contract. No customer shall supply any person not entitled to the use of water, nor shall the customer use it for any purpose not mentioned in his application. No person not entitled to the use of water shall obtain it from any hydrant, fountain, or other fixture of the Company without previous consent of the Company.
8. The Company shall in no event be responsible for maintenance of or for damage done by water escaping from the service pipe or any other pipe and fixtures on the outlet side of the meter; and the customer shall at all times comply with State and Municipal regulations in reference thereto and shall make any change thereon required on account of change of grade, relocation of mains or otherwise.

METERED SERVICE

1. All customers shall be metered, and an individual meter shall be required for each premise and for each separate service connection.
2. All meters will be furnished by and remain the property of the Company, which reserves the right to stipulate the size, type and make of meter to be used, as well as the location of the setting.
3. The officers or agents of the Company shall have free access to all premises supplied with water, at all reasonable hours, to permit the inspection of plumbing and fixtures, to set, remove or read meters, to ascertain the amount of water used and manner of use, and to enforce these Rules and Regulations.
4. All meters shall be maintained by and at the expense of the Company insofar as ordinary wear and tear is concerned, but the customer will be held responsible for damages as a result of freezing, hot water, or other external causes. When such damage occurs, the Company will furnish and set another meter to replace the one frozen or otherwise damaged, and the cost of such repairs, shall be paid for by the customer.
5. The quantity recorded by the meter shall be taken to be the amount of water passing through the meter, which amount 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 such cases, the quantity may be determined by the average registration of the meter in a corresponding past period when in order, or by the average registration of the

new meter, whichever method is representative in the opinion of the Company of the conditions existing during the period in question.

6. The Company reserves the right to remove and to test any meter at any time and to substitute another meter in its place. In the case of a disputed account involving the question as to the accuracy of the meter, such meter will be tested by the Company upon request of the applicant. The fee for testing such meter shall be as determined by the most current schedule of rates and fees approved by the Commission. In the event that the meter so tested is found to have an error in registration in excess of 2% at any rate of flow within normal test flow limits, to the detriment of the customer, the fee advanced for testing will be refunded and the current bill rendered, based on the last reading of such meter, shall be corrected accordingly. This correction shall apply to both over and under-registration.
7. The customer shall permit no one, other than an agent of the Company or other person lawfully authorized to do so, to remove, inspect, or tamper with the meter or other property of the Company on his premises. The customer shall notify the Company as soon as it comes to his knowledge of any injury to or cessation in registration of the meter.

PAYMENT FOR SERVICE

1. Metered Service – Bills for the annual service charges will be rendered quarterly in advance. Bills for water consumed will be rendered in arrears monthly, quarterly, or annually at the option of the Company. Private Fire Service – Bills for private fire service will be rendered in advance on July 1 of each year. All bills for metered service and fire service are due and payable upon presentation.
2. All bills shall be payable upon receipt. However, no 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 pendency of any complaint, investigation, hearing or appeal under these Regulations.
3. Whenever the customer desires to have his service contract terminated or his water service discontinued, he shall notify the Company in writing. Until such notice is received by the Company, the customer shall be responsible for the payment for all service rendered by the Company, including charges for meter repairs caused by damages by hot water or freezing, or other external causes. A reasonable time after the receipt of such notice shall allow the Company to take a final reading of the meter or meters and to discontinue service.

4. The presentation or non-presentation of a bill shall not be held to be a waiver of the above rules.

GENERAL

1. Service may be discontinued for any one of the following reasons:
 - a) Use of water for purposes other than described in the application.
 - b) Misrepresentation in application.
 - c) Willful waste of water.
 - d) Molesting Company property or seals on appliances.
 - e) For vacancy.
 - f) Non-payment of bills when due.
 - g) For cross-connecting the Company service pipe with any other supply source.
 - h) Refusal of reasonable access to property.
2. When water has been turned off from any premises for any of the above reasons, or for any other violation of the Company's rules, a charge will be made for restoring service. Said charge to be determined by the current schedule of rates and fees approved by the Commission. When water has been turned off at the customer's request for seasonal purposes, a turn/off fee will be charged and when a request is made for restoring service a turn/on fee will be charged. Said fees to be determined by the current schedule of rates and fees approved by the Commission.
3. In case of vacancy of a customer's premise, the customer must notify the Company in writing of such vacancy and upon his failure to do so, he will become responsible for any damage to the property of the Company and/or the property of the customer arising from such failure.
4. In the interest of public health the Company will not permit its mains or services to be connected on any premises with any service pipe or piping which is connected with any other source of supply. Nor will the Company permit, its mains or service pipes to be connected in any way to any piping, tank, vat or other apparatus which contains liquids, chemicals, or any other matter which may flow back into the Company's service pipe or mains, and consequently endanger the water supply.
5. Applicants desiring private fire service should consult with the Company as to the availability of such service. If suitable means are available, the Company will provide service at the property line as in the case of other water service. The Company will endeavor to maintain the efficiency of its service under all conditions, but the Company in no manner guarantees to furnish proper quantities of water through the fire service connection, nor does it guarantee anything relative to such service. Services supplying fire hydrants, fire plugs,

sprinklers, or any other appliances used for fire service shall not be used for supplying water for any other service, except under special or unusual circumstances as determined by the Company. All fire sprinkler services will have a post indicator valve. There will be no exceptions.

6. 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.
7. The Company shall not be liable for any damage or inconvenience suffered by the customer as a result of interruption of service, quantity of supply, inadequate or changing pressure, quality of water or any cause beyond its control.
8. The Company shall have the right to reserve a 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.
9. Water from fire hydrants or other fire systems shall be used only for fire protection purposes, except that water from public fire hydrants may be used, in a reasonable amount and at such times as the Company may permit, for the purpose of testing the hydrants and fire fighting apparatus. Such tests to be conducted only by the properly authorized agents, or employees of the Town of Nantucket, and after the consent of the Company has been obtained. No pumps will be permitted to be connected with the water pipes so as to draw water directly from main or service pipe, except for fire purposes, without specific permission from the Company.
10. Fire hydrant locations shall be clearly marked and maintained so that each hydrant location is visible and accessible at all times. Each hydrant shall be marked to provide pumper operators with an indication of available flow.
11. The Town of Nantucket and the Fire Department shall use the fire hydrants with reasonable care and will compensate the Water Company for any injury which may result from any carelessness or negligence on the part of any officer, servant or agent of the Town, or any member of a Fire Department using the same.
12. No customers, unless specially authorized to do so, shall open or close any of the Company's stop cocks or valves in any public or private line.

13. No agent or employee of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these Rules and Regulations.