

**PRESQUE ISLE HARBOR WATER CO.
P.O. BOX W
255 BELMONT ST.
WAYMART, PA 18472**

**PRESQUE ISLE HARBOR WATER CO.
RATES, RULES AND REGULATIONS
GOVERNING THE WATER AVAILABILITY FEES AND
THE FURNISHING OF WATER SERVICE
IN
PRESQUE ISLE HARBOR DEVELOPMENT
PRESQUE ISLE COUNTY
MICHIGAN**

Issued: December 31, 2015

By: Kyle Gallagher, President
Waymart, PA 18472

Effective for water service on
AND after December 27, 1995
Issued under authority of
State of Michigan, Public Act 246

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Issued: May 11, 1993

BY: Frank R. Sargent, President
Waymart, Pa. 18472

Effective for water service on and
after July 1, 1993

Issued under authority of M.P.S.C.
dated May 11, 1993
in Case No. U-10279

(I) Indicates Increase

M.P.S.C. No. 2 - Water
Presque Isle Harbor Water Co.

First Revised Sheet No. 3.00
Cancels Original Sheet No. 3.00

Territory Served

Portions of Presque Isle and Krakow Townships,
both of Presque Isle County, Michigan

The legal description of the geographical area to be served is, to-wit;
Those lots and other portions and parcels of real property situated within
the recorded plats of:

Harbor View #1, Harbor View #2
Esau Terrace
Northland Heights #1, Northland Heights #2
Grand Pines #1, Grand Pines #2
North Bay Heights
Presque Isle Heights
North Bay Shores
Harbor Manor
* Grand Highland View

together with other proposed plats in Presque Isle and Krakow Townships,
Presque Isle, Michigan, now or hereafter developed.

* Note: It is understood that the lot owners in Grand Highland View are
not subject to a Water Availability Rate until such time as a
main is installed on Pine Street.



Issued: December 20, 1988
By: Frank R. Sargent, President
Waymart, PA 18472

Effective for water service on and
after January 1, 1989
Issued under authority of M.P.S.C.
dated December 1, 1988 in Case No. U-9009

RULES AND REGULATIONS

GENERAL RULES

1. When the supply of water is to be temporarily turned off by the Company, it will give notice, when and to the extent it deems practical, to all customers to be affected by the turn off, stating the purpose for which the turn off is made, and the probable duration of same.

2. The Company undertakes to use reasonable care and diligence to provide a constant supply of water at reasonable pressure, but reserves the right, at any time, without notice, to shut off the water in the mains or service lines for the purpose of making repairs, extensions, or improvements, or for any other purposes. The Company shall not be liable for deficiency or failure, regardless of cause in the supply of water or in the pressure, nor for any damage caused thereby, or by the bursting or breaking of any main or service line or any attachment to the mains or service lines or other facilities used by the Company. The Company shall be under no liability for damages or injury by fire to any person or property caused by the total or partial failure of water service or pressure, failure to provide sufficient or any facilities for fire protection or for any other cause.

3. Because the Company cannot guarantee a continuous supply of water, customers having boilers, hot water heaters, or any other equipment upon their premises, depending on the pressure in the mains and service lines, to keep them supplied are cautioned against the danger of equipment failure and all risk of damage shall be borne exclusively by the customer.

4. When application for water service is approved and water service initiated, or the reason for service termination is resolved, and water service reinstated, the Company shall be entitled to assume that the piping and fixtures to which service will be supplied are in order to receive same, and the Company will not be liable in any event, for any damage resulting from the supplying of water to the premise.

5. In the case where persons or corporations demand a supply of water at times of emergency, by reason of the failure or diminution of their private supply, the Company reserves the right to refuse such demand, as such demands are always presented at a time when the source of water supply is at its lowest point and necessity exists for conserving all reserves for the use of the regular customers of the Company.



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6. No customer shall allow water to run to prevent pipes from freezing.

7. In the event of a drought emergency, as declared by Local or State government, the Company reserves the right to ration water, and to impose and collect fines for non-compliance.

8. The Company reserves the right to require the customer to install, at the customer's expense, as part of a service line connection, such equipment or material which it deems necessary and as may be acceptable or required from time to time, by any regulatory agency, or good engineering practices, to prevent backflow into the water supply system. When such equipment is present, the Company reserves the right to test the same periodically, but the customer shall have the obligation at their own expense to provide annual certification to the Company that the equipment has been maintained and tested and is in operating condition and will serve the purpose for which it is intended.

9. Complaints with regard to the character of the service furnished, or bills rendered, must be made at the Company's office in writing, and a record of such complaint will be kept by the Company.

10. Each and every premise served by the Company, and all the fixtures therein, must be subject to inspection by a Company employee at reasonable hours.

11. All customers must provide a valve, conveniently located, inside the building, accessible at all times by the occupant, to be used in cases of emergency due to failure of customer's pipes or fixtures.

12. When an abnormally large quantity of water is desired for filling a swimming pool or for other purposes, arrangements must be made with the Company, three (3) days before taking such water. Permission to take water in unusual quantities will be given only if it can be safely delivered through the Company's facilities at a rate of flow that will not interfere with the service of any existing customer.

13. The Company shall have the right to reserve a sufficient supply of water at all times.

14. No agent or employee of the Company shall have authority to bind it by any promise, agreement, or representation, not provided for in the rules unless such authority is in writing, signed by an officer of the Company.



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15. No outside fixtures will be allowed except hose connections. Such hose connections must be attached to the outside of the structure. Automatic underground sprinkling systems will not be permitted.
16. It shall be the customer's responsibility to inform the Company of any change of ownership immediately upon transfer.
17. All charges of any kind due the Company at the time of change of ownership or property transfer, must be settled at that time.
18. No person or persons, including plumbers, contractors, corporations, or members (C) of the Presque Isle Harbor Association may operate, open or close, any valves, curb stops or any other appurtenances of the water system owned by the company, nor may any of the above attach pipe or appurtenances to the company system or detach pipe or appurtenances from the company system. Violation of this rule will enforce penalties established by the United States Environmental Protection Agency.
19. No person or persons, except those authorized by the Company, or those who are members of a Fire Company, may operate fire hydrants.
20. No Fire Company or member thereof shall use the fire hydrants except in case of fire without seeking permission from the Company at least three (3) days prior to the date of desired use and such permission to use hydrants for other than fire fighting will only be granted if an adequate supply of water is available.
21. The Company reserves the right to change, take from, or add to the foregoing Rules and Regulations in the manner provided by law.
22. In accordance with agreements under which lots were sold within the development known as Presque Isle Harbor, and in accordance with the notification provided by the Declaration of Restrictive Covenants imposed upon property owners in the Presque Isle Harbor Development; upon the availability of water or the construction of a dwelling, whichever is later, the owner of an individual lot shall hook up to the central water supply provided by the Company.

By: Frank R. Sargent, President
Waymart, Pa. 18472

(C) indicates change

SCHEDULE OF RATES

APPLICATION

This schedule is applicable to all property owners in the territory served.

CHARGES

WATER AVAILABILITY FEE

In accordance with agreements under which lots were sold within the development known as Presque Isle Harbor, and in accordance with the notification provided by the Declaration of Restrictive Covenants imposed upon property owners in the Presque Isle Development, an annual WATER AVAILABILITY FEE shall be payable by the owner of each lot which is located within the Presque Isle Harbor Development upon which no structure has been erected. This is a WATER AVAILABILITY FEE and no water usage is allowed under this charge. A single lot without a building thereon shall constitute a premise.

| | |
|--------------------------------|---------------|
| | <u>Annual</u> |
| WATER AVAILABILITY FEE PER LOT | \$129.00 (I) |

RESIDENTIAL FLAT RATE CHARGE

An annual RESIDENTIAL FLAT RATE CHARGE shall be payable by the owner of each lot which is located within the territory served and upon which a residential structure has been erected. In the case of a multiple unit residential structure, the charge will be applicable to each residential of the structure. Such charge shall be payable irrespective of the quantity of water used. For all customers taking service on or after January 1, 1989, wherein a residential structure is built across two or more lots, that customer will be charged a RESIDENTIAL FLAT RATE for one lot and a WATER AVAILABILITY FEE for each lot in excess of one lot.

| | |
|------------------------------|---------------|
| | <u>Annual</u> |
| RESIDENTIAL FLAT RATE CHARGE | \$248.00 (I) |

PUBLIC FLAT RATE CHARGE

| | |
|-------------------------|---------------|
| | <u>Annual</u> |
| PUBLIC FLAT RATE CHARGE | \$248.00 (I) |

Issued: December 31, 2015

Effective: December 31, 2015

By: Kyle Gallagher, President
Waymart, PA 18472

(I) Indicates Increase

METER RATES

METERED COMMERCIAL RATE

An annual METERED COMMERCIAL RATE shall be payable by the owner of any commercial establishment served.

METERED PUBLIC RATE

An annual METERED PUBLIC RATE shall be payable by the owner of any public establishment served.

METER RATES FOR COMMERCIAL & PUBLIC USE ONLY

| <u>Minimum Charges</u> <u>Meter Size</u> <u>(Inches)</u> | <u>Water Allowance</u> <u>(Gallons)</u> | <u>Annual</u> |
|--|--|---------------|
| 5/8 and 3/4 | 40,000 | 190.00 |
| 1 | 52,000 | 247.00 |
| 2 | 200,000 | 950.00 |
| 3 | 1,000,000 | 4,750.00 |
| 4 | 1,600,000 | 7,600.00 |
| 6 | 3,200,000 | 15,200.00 |

Output Charges

| <u>Annually</u> | <u>Per 1,000 Gallons</u> |
|----------------------------|--------------------------|
| All over minimum allowance | \$4.75 |

PRIVATE FIRE PROTECTION RATE

An annual PRIVATE FIRE PROTECTION RATE will be charged to all customers using such service.

PRIVATE FIRE PROTECTION RATE

| | |
|---------------------------------|-------------------------|
| Private Fire Hydrant | <u>Annual</u> 250.00 |
| <u>PRIVATE SPRINKLER SYSTEM</u> | |
| 6" Connection | 1,434.38 |
| 4" Connection | 1,181.16 |
| 2" Connection | 944.93 |



Issued: December 20, 1988

Effective for water service on and after January 1, 1989

By: Frank R. Sargent, President
 Waymart, PA 18472

Issued under authority of M.P.S.C.
 dated December 1, 1988 in Case No. U-9009

CONNECTION FEE

In accordance with agreements under which lots were sold within the development known as Presque Isle Harbor, and in accordance with the notification provided by the Declaration of Restrictive Covenants imposed upon property owners in Presque Isle Harbor Development, a Connection Fee in the amount of \$875.00 which is calculated to be the average actual cost of connection at present day rates, will be charged to each and every customer connecting to the Company's system. This Connection Fee is to be paid in advance, at the time of application. (C)

TURN ON/TURN OFF FEE

Requests by customers for temporary turn on or turn off of service during normal business hours for routine maintenance or service will be honored by the Company without charge to the customer. However, such requests for this service during other than normal business hours will carry a charge for company costs but no less than a Thirty Dollar (\$30.00) minimum charge.

When water has been turned off from a premises for the non-payment of bills or for any other violation of the Company's Rules or Regulations, a charge for restoring service in the amount of the actual cost of turning water off and on will be made, provided, however, that the minimum charge shall be Thirty Dollars (\$30.00).

RATES FOR TESTING METERS

As per Rule of Michigan Public Service Commission.

By: Frank R. Sargent, President
Waymart, Pa. 18472

(C) Indicates change

FORMS

FORM 1: RECORDED PROVISIONS OF RESTRICTIVE
COVENANT GOVERNING WATER SERVICE

RECORDED PROVISIONS OF RESTRICTIVE
COVENANT GOVERNING WATER SERVICE

"The developer has caused to be formed a water company which proposes to serve all lots in the Properties. The water company will give written notice to all Owners to whom such service is then available whereupon the Owners of each lot to which such water service is available shall pay an annual water charge of \$60.00 per lot which may be billed on an annual, quarterly, or monthly basis at the discretion of the water company. In addition, a hook-on fee of \$95.00 or the actual cost thereof at the time of the hook-on, if greater, shall be charged for each connection made at the time of making such connection. Upon the availability of water or the construction of a dwelling, whichever is later, the owner of an individual lot shall hook up to the central water supply provided by the water company. Following hook-up, the rates for standard one-family residential water usage shall not exceed the sum of \$60.00 per year adjusted not more frequently than annually for cost-of-living charges as determined by the United States Government; provided, however, that in the event the water company shall apply for regulation thereof by appropriate state authority, then the rates and conditions of service approved thereby shall control."



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RULES AND REGULATIONS

TERMS OF PAYMENT

1. Charges will be billed and payable quarterly, in advance, for flat rates and quarterly, in arrears, for metered rates, on the first days of January, April, July, and October.

2. All customers will have 20 days from the billing date as described in Rule #1, to pay the current charges without incurring penalties, and a 5 day grace period in excess of the 20 days be observed to allow for weekends and holidays.

3. A penalty at a monthly rate of 1.25% on the unpaid balance will be added to all bills which are not paid within the 20 day period specified by Rule #2.

4. All bills and charges due to the Company shall be paid at the Company's office or to any duly authorized agent of the Company.

5. Customer's payments will be recognized as received according to the postmark date on the envelope in which the customer mails his payment, and the customer's account credited as paid by such date, or the date written on the receipt if paid in person to an authorized agent of the Company.

6. Each customer is liable for all charges of any kind due under this tariff.

7. Bills and notices relating to Company business shall be mailed or delivered to the customer's last known address, as shown by the records of the Company, and the Company shall not be otherwise responsible for delivery, until a change has been filed with the Company by the customer. It is the customer's responsibility to notify the Company when a bill, or bills, are not received. The failure to receive a bill shall not relieve the customer from the obligation to pay the same when due.

8. Any bill remaining unpaid for forty-five (45) days after it becomes payable, will be considered delinquent. It will be Company policy to pursue the delinquent accounts for collection to the full extent possible by law. When not so paid, such bills shall be increased by the cost of collection, including attorney's fees and court costs, both as permitted by law, reasonably incurred to effect collection.

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Terms of Payment - continued

9. ALL CONNECTION FEES must be paid before water service will be initiated. (C)
10. Turn on/turn off charges, where applicable, must be paid to the authorized Company representative at the time of service.
11. No rebates from rates will be allowed because a customer obtains a part of his/her water or water service from any well, cistern or other source.
12. The bill for services shall indicate the last day on which such is payable, the name and address of the Company, and the name and telephone number for service calls.

By: Frank R. Sargent, President
Waymart, Pa. 18472

(C) Indicates change

RULES AND REGULATIONS

APPLICATION FOR SERVICE

1. Applications for Water Availability Fees are not required, nor issued.
(See Water Availability Fees and notifications thereof on page 5.00)
2. Applications will be mandatory for any service requiring a physical connection to the Company's mains.
3. A separate application must be made for each premise.
4. No water supply will be furnished or service connection made, except upon written application of the owner or a properly authorized agent, upon a blank prepared by the Company for that purpose, and until approval of such application by the Company.
5. The owner(s) will be the customer of record and will be responsible for any and all developed water charges.
6. There will be a connection fee of \$875.00 per connection which has been calculated to be the average actual cost of connection at present day rates. (C)

By: Frank R. Sargent, President
Waymart, Pa. 18472

(C) Indicates change



FORMS

FORM 2: APPLICATION FOR WATER SERVICE

APPLICATION FOR WATER SERVICE

Date _____

I, (We), hereby request (circle one) Residential, Commercial, Public, Private Fire Protection, Contract, water service to lot number _____, of _____, subdivision, Presque Isle Harbor Development, Presque Isle County, Michigan.

The water service, if approved under this application, will be for the following purposes.

Residential: Number of Bathrooms _____
Number of Kitchens _____
Number of Dishwashers _____
Number of Washing Machines _____
Number of Utility Sinks _____
Number of Hot Water Furnaces or
Steam Boilers _____
Number of Hose Connections _____
Number of Swimming Pools _____
List of other uses _____

Commercial: List all fixtures and uses

Public: List all fixtures and uses

Private Fire Protection: List Number of Hydrants and Number
and Size of Sprinkler Systems

Contract: List all fixtures & uses

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FORMS

APPLICATION FOR WATER SERVICE continued

I, (We), hereby agree to, and are legally bound by, the Schedule or Rates, Rules, and Regulations governing the furnishing of Water Service to the territory served, and the following Rules, Regulations, and Specifications regarding the installation of the service line.

1. This written application, signed by the owner(s) must be filed with the Company prior to any construction of the water service line.
2. An appointment must be made with the Company representative to designate the location of the service line.
3. No other utility service may be laid in the same trench, or across the same trench.
4. No septic or sewer system, or any part thereof, may be placed within 20 feet of this water service line, at any given point.
5. Water service lines will be at least 3/4" in diameter and will be K-type copper, unless otherwise approved by the Company.
6. Once construction is begun, an inspection must be made by a Company representative before backfill, and during connection to Company lines.
7. Trench bottoms shall be free of rocks or sharp objects, and be compacted sufficiently to prevent later settlement. Trench depth shall be 4' - 6' minimum.
8. The service pipe shall be blown free of any dirt and foreign object, and a pressure test shall be done in the presence of the Company representative before backfill.
9. Allowance for expansion and contraction at the rate of 6" per 100 feet shall be made. Snaking the pipe through the trench is sufficient.
10. Backfill shall be by hand for at least 8" of cover, and shall be free of rocks or sharp objects.
11. All fittings used will be flare type or compression type brass, approved for underground by American Water Works Association.
12. It shall be the owner(s) obligation to inform the installer of these Rules, Regulations, and Specifications.
13. The undersigned hereby agrees to notify the Company of any change of ownership, tenancy, subdivision of this premise, or any changes in water use as listed by this application.

I, (We), enclose our check in the amount of \$875.00, the cost of the connection fee. (C)

Date: _____

Owner

Company Representative

Owner

By: Frank R. Sargent, President
Waymart, Pa. 18472

(C) Indicates change

FORMS

APPLICATION FOR WATER SERVICE continued

CONNECTION FEE DEPOSIT/ADJUSTMENT/PAYMENT

Date _____

Lot # _____, Section _____

Owner's Name(s) _____

Estimated Cost of Excavation \$ _____
Estimated Cost of Service Tap _____
Estimated Cost of Service Pipe _____
Estimated Cost of Curb Stop _____
Estimated Cost of Curb Box _____
Estimated Cost of Restoration _____
Estimated Miscellaneous Cost _____
Total Estimated Cost/Deposit Amount Required \$ _____

Actual Cost of Excavation \$ _____
Actual Cost of Service Tap _____
Actual Cost of Service Pipe _____
Actual Cost of Curb Stop _____
Actual Cost of Curb Box _____
Actual Cost of Restoration _____
Actual Miscellaneous Cost _____
Total Actual Cost \$ _____

Estimated Cost \$ _____
Actual Cost _____
Amount Due or Amount to be Refunded _____



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RULES AND REGULATIONS

SERVICE LINE CONNECTIONS

1. The Company's service line shall be from the main to the curb line or edge of road right-of-way.
2. The Company's service line, whether located on public or private property, is the property of the Company, and the Company reserves the right to repair, replace, and maintain it, as well as to remove it upon discontinuance of service.
3. The customer's service line shall be from the curb or edge of road right-of-way, into the structure.
4. Water will not be supplied through any service connection or supply line, that the installation of has not complied with the Rules, Regulations, and Specifications contained in the application.
5. No connection shall be made with the Company's mains or service except by the Company.
6. The Company reserves the right to specify the location of any and all service lines.
7. The curb stop is installed for the purpose of controlling the water supply to the customer and no person or persons, except authorized Company employees, shall open or close the curb stop on any service line, or turn on or off the water supply to any premise, whether an old or new supply.
8. All service lines shall, at reasonable hours, be subject to inspection by the proper employee of the Company.
9. Service lines shall be used to supply a single structure, and no structure shall be supplied by more than one service line, except when otherwise approved by the proper employee of the Company.
10. Customer service lines shall be maintained in good order by the customer, so as to ensure a full flow of water and to avoid all waste of any kind.
11. The Company shall in no event, be responsible for maintaining customer service lines, or for damage done by water escaping therefrom.
12. Customers shall at all times, comply with any and all municipal, and/or property owner's association regulations with regard to service lines, and make changes at their own expense, required on account of changes of grade, relocation of mains, or otherwise.
13. The proper employee of the Company shall prescribe the size, material and specifications for the customer's service pipe.



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SERVICE LINE CONNECTIONS continued

14. In the interest of public health and for the protection to Company property, (C)
the Company will not allow any service line or main to be connected, directly or
indirectly, on or off premises, with any other source of supply. Service lines
or mains may not be connected, directly or indirectly, 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.

By: Frank R. Sargent, President
Waymart, Pa. 18472

(C) Indicates Change

RULES AND REGULATIONS

TERMINATION AND DISCONTINUANCE OF SERVICE

Service under any application may be terminated after written notice, without any further notice to the customer, and without liability to the Company, for any of the following reasons:

1. For misrepresentation in the application, as to property served, fixtures supplied, or use to be made of water supplied or any other material fact.
2. For adding to said property, fixtures or change in the use to be made of water without written notice to the Company.
3. For failure to comply with any Rule, Regulation, or Specification with regard to service line installation.
4. For failure to comply with any municipal or property owner's association regulation.
5. For waste of water through improper or imperfect pipes, fixtures, or otherwise.
6. For vacating the premises.
7. For neglecting to pay bills rendered.
8. For tampering with any property of the Company including, but not limited to, curb stops, valves, meters, meter seals, and fire hydrants.
9. For violation of, or refusal to comply with the Rules and Regulations of the Company.
10. For connecting the service line, or any other pipe, directly or indirectly connected therewith, to any other source of supply, or with any apparatus which may, in the opinion of the Company, endanger the quality of the Company's water supply.
11. The Company shall have the right to turn off the water supply without notice in case of breakdowns, or for any other unavoidable cause, or for making necessary repairs, connections, extensions or improvements. The Company will endeavor to notify customers in advance when possible.
12. When water service has been terminated for any reason, a turn on order to reinstate service will not be issued until all the charges due the Company from the customer, have been paid, or other suitable arrangements made, and when applicable, an application for service made.
13. The Company reserves the right to make a charge for resumption of service.



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FORMS

FORM 3: SERVICE TERMINATION NOTICE

SERVICE TERMINATION NOTICE

Presque Isle Harbor Water Co.
P.O. Box W
Waymart, PA 18472

Date:

Dear Customer:

Under rules established by the Michigan Public Service Commission, we are notifying you that we intend to terminate water service to the premises at _____ on or after _____ on _____. This action is being taken because your bill is _____ months overdue in the amount of \$ _____, or for violation of the Company's Rule(s), Section _____, Rule Number _____. A copy of this rule(s) is enclosed for your examination.

You may avoid discontinuation of service by CALLING A COMPANY REPRESENTATIVE, COLLECT AT 717-488-5222 OR VISITING OUR OFFICE AT 255 Belmont St., Waymart, PA, to make payment arrangements or to resolve any violation.

YOU SHOULD ALSO CONTACT US AS SOON AS POSSIBLE IF YOU FEEL THAT YOU HAVE BEEN IMPROPERLY BILLED OR YOU NEED FURTHER INFORMATION.

Sincerely,



Issued: December 20, 1988

By: Frank R. Sargent, President
Waymart, PA 18472

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RULES AND REGULATIONS

METERS

1. Meters shall be located according to the direction of the Company and will always be placed inside the building. When a suitable place cannot be made available inside the building, an outside meter pit will be installed at the customer's expense. The cost of the meter itself and the labor to install it will be borne by the Company. The Company reserves the right to require the customer to provide, at their expense, a safe, accessible place for the water meter and suitable plumbing to attach said meter, including a shut off valve each side of the meter. The Company reserves the right in all cases to stipulate the size and type of meter to be used on any connection and to require the installation of a larger size meter in any case where the use of water in large quantities for peak loads or otherwise, places any meter under undue or unusual strain.

2. It will be the customer's responsibility to protect the meter from damage and/or freezing. Should damage or freezing occur, the Company reserves the right to assess charges to the customer for the repairs or replacement of the meter.

3. Meters will remain the property of the Company at all times.

4. Customers shall notify the Company of any injury to, or of the non-working of a meter as soon as the same comes to their knowledge.

5. In case of a disputed account, involving the accuracy of the meter, such meter shall be tested upon the request of the customer, in conformity with the provision of the Rules and Regulations pertaining to Water Service Utilities, of the Public Service Commission of the State of Michigan. In the event that the meter so tested is found to have an error in registration of four percent or more, the bills will be increased or decreased accordingly, as provided by the aforesaid rules.

If the meter is found to be faulty, the expense of testing will be borne by the Company. Should the meter not be found faulty, the expense of testing will be the responsibility of the customer except as otherwise provided by the Commission.



Issued: December 20, 1988

By: Frank R. Sargent, President
Waymart, PA 18472

Effective for water service on and
after January 1, 1989

Issued under authority of M.P.S.C.
dated December 1, 1988 in Case No. U-9009

METERS continued

6. Where water is furnished by meter, the quantity recorded by it shall be conclusive on both the customer and the Company, except where the meter has been found to be registering incorrectly or ceased to register and as the Commission may determine. In such case, the quantity used during a previous corresponding period shall be used as a basis of settlement.

7. There will be one meter per service line and one customer of record. When a single building is sub-divided, and houses more than one family, office, commercial establishment, public, or any combination of the above, and is serviced by a single metered service line, the minimum charge will be based upon the number of sub-divided units times the minimum charge for a 5/8" meter. The water allowance for a 5/8" meter times the number of sub-divided units will be the starting point within the block structure for computing commodity charges. Where the property owner directs that each sub-divided unit be metered, a separate service line must then be installed from each sub-divided unit to the curb line at the property owner's expense. A separate meter may then be installed by the Company to each service line.

8. Each minimum charge shall entitle the applicant to use the number of gallons of water per billing period for which the minimum charge would pay, as shown by the schedule of meter rates. The minimum rate shall be paid whether such amount is used or not, and no credit shall be allowed thereon if water is not used for any part of the period for which the minimum rate was paid. All water used in excess of the amount permitted under the minimum shall be paid for in accordance with the Company's schedule of rates.



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RULES AND REGULATIONS

MAIN EXTENSIONS

1. The Company will extend existing distribution mains a distance of thirty-five (35) feet for each bona fide prospective customer making application for water service therefrom for a period of one year or more under these Rules and Regulations. Such extensions will be made without cost to such customer(s).

2. When an extension greater than thirty-five (35) feet in length for each bona fide prospective customer is required or requested, such extension will be made under the terms of an "Extension Deposit Agreement", as hereinafter set forth. 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; provided, however, that where the Company decides to install pipe larger than 8 inches in diameter and an 8 inch pipe would render adequate service through the extension, all estimated or actual cost figures referred to in the "Extension Deposit Agreement" shall include the estimated material cost for pipe 6 inches in diameter. All estimated or actual cost figures referred to in the "Extension Deposit Agreement" shall include a reasonable allowance for overhead costs.

3. In determining the length of and necessity for any extension required pursuant hereto, the terminal point of such extension shall, in all cases, 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, and a street service connection will be provided only for customer service lines from the curb to the premises to be served which are laid in a straight line at right angles to the curb line.



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FORMS

FORM 4: FORM OF EXTENSION DEPOSIT AGREEMENT

FORM OF EXTENSION DEPOSIT AGREEMENT



THIS AGREEMENT entered into this _____ day of _____, ²⁰19, by and between _____, hereinafter called "COMPANY", and _____, hereinafter called "DEPOSITOR".

WHEREAS, the DEPOSITOR desires extension of the water mains of the COMPANY, as hereinafter described:

NOW THEREFORE, this agreement WITNESSETH:

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:

(LEAVE SPACE FOR DESCRIPTION)

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) hereinabove 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 one (1) 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.

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 (a) the 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, but excluding the cost of public fire hydrants and less (b) a credit equal to the amount produced by multiplying (i) the average estimated cost per foot of said main(s) by (ii) thirty-five (35) and the result by (iii) the number of bona fide prospective customers who will be directly served by said extension. Upon such written notice, a Preliminary Memorandum in the form attached shall be prepared and signed by both parties showing the deposit required based on (a) the actual cost of the extension, including the actual installation cost of the mains and other facilities less (b) the

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appropriate credit allowance based on actual cost. 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.

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 extension, as distinguished from extensions 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 ten-year period shall become the property of the COMPANY.

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.

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

SEVENTH: This agreement shall be valid and binding on the COMPANY only when executed by its president or a vice president.

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

NINTH: Any notice given hereunder shall be deemed sufficient if in writing and sent by registered mail to the COMPANY at _____
(address of COMPANY)

_____ and to the DEPOSITOR at _____
(address of DEPOSITOR)

TENTH: This agreement is entered into pursuant to the legally established Rules & 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.

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

PRESQUE ISLE HARBOR WATER CO.

WITNESS: _____

By: _____
PRESIDENT

DEPOSITOR

WITNESS: _____

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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) Estimated cost of other facilities _____
- (c) Total \$ _____
- (d) 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), and (iii) _____
- (e) Amount of deposit -- (c) minus (d) \$ _____

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

Date: _____
Date of Deposit

COMPANY

WITNESS:

By: _____
President

WITNESS:

DEPOSITOR



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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 other facilities _____
- (c) Total \$ _____
- (d) 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) and (iii) _____
- (e) Amount of deposit -- (c) minus (d) \$ _____

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

Dated: _____
Date of Deposit

COMPANY

WITNESS: _____

By: _____
President

WITNESS: _____

DEPOSITOR



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RULES AND REGULATIONS

WATER CONSERVATION CONTINGENCY PLAN

1. If the Company is experiencing a short term supply shortage, the Company may request general conservation of inside water uses and may impose mandatory conservation measures to reduce or eliminate nonessential uses of water.

2. Listed below are the nonessential uses of water.

(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 water-cooled comfort air conditioning which does not have water-conserving equipment.

(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. Priorities for water conservation measures:

(a) Notice of the implementation of the conservation plan shall be sent to all customers or be provided by radio, television, or newspaper advertisements. The utility shall at first request voluntary customer cooperation.

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(b) If voluntary cooperation does not achieve satisfactory results, mandatory compliance will be imposed. If any customer refuses to comply with such mandatory measures, the Company may either adjust the outside water valve connection in a manner which will restrict water flow by up to 1/2, 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 Company must make a bona fide attempt to deliver notice of the valve adjustment or other flow restriction to a responsible person at the affect 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.

(c) These conservation measures shall be terminated at such time as the supply shortage is eliminated.

(d) 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.



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RULES AND REGULATIONS

PRIVATE FIRE PROTECTION SERVICE

1. Private fire protection service shall be supplied only through an unmetered service line, connecting the fire protection facilities to the main.

2. An application for private fire protection service will be considered subject to there being available a main which the Company considers to be of sufficient size, and acceptance of any application for, and the furnishing of such service, shall be on the basis of pressures as they exist in the locality, which pressures are not guaranteed by the Company, and may fluctuate considerably from time to time.

3. Due to the unusual requirements for safety, continuity, and adequacy of private fire protection service and for assurance of full protection to the customer, the Company, and others concerned with the vital nature of such service, the use of water through private fire protection facilities must and shall be limited to the combatting of fires only.

4. An applicant for private fire protection service shall present to the Company a complete description of the requested protection service, giving the details of feeder lines and connections, hydrants, sprinklers, hose connections, etc.

5. All facilities installed as a part of a private fire protection system, including but not limited to, service lines, feeder lines, and connections, hydrants, sprinklers and hose connections, are to be installed and maintained in good order and repair by and at the expense of the customer.



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