

Introduction The following rules and procedures (the “Rules”) apply to all parties who or which have connected sanitary sewer lines or water service lines to lines and sewer treatment systems (the “Facilities”) that are owned or operated by Piedmont Water Company, Piedmont Water Resources, LLC, Carey Station WRF, LLC and Oconee Crossing WRF, LLC or any of their successors, assigns or affiliates (any such party is referred to herein as the “Provider”; any party who or which has connected to such Facilities, is referred to herein as the “Consumer”). The Consumer is solely responsible for keeping itself informed as to changes to the Rules. The Provider does not assume any responsibility for advising the Consumer of any such changes to the Rules. The Provider may, from time to time, delegate some or all of its duties with respect to the administration of the Facilities to one or more parties that are referred to herein as an “Operator”. The name and contact information for the current Operator, if any, appears under www.piedmontwater.com/customerservice.html on this Website. If an Operator is named on this Website for the Facilities used by the Consumer, then the Operator shall have the same authority with respect to such Facilities, vis a vis the Consumer as the Provider. No waiver or course of conduct by the Provider or an Operator shall be deemed to have modified or waived any of the terms set forth herein. The Provider and Operator reserve the right to require strict compliance with the terms hereof notwithstanding any previous waivers or contrary conduct.

Utility Rules

1. Consumer shall not uncover, make any connections with or opening into, use, alter, or disturb any sewer or appurtenance thereof within the Facilities without first obtaining a written permit from the Provider.
2. Consumer shall not make connection of roof down spouts, foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a sanitary sewer lines that is part of the Facilities unless such connection is approved in writing by the Provider for purposes of disposal of polluted surface drainage.
3. Consumer shall not discharge or cause to be discharged any unpolluted waters such as stormwater, groundwater, roof runoff, subsurface drainage, cooling water, or unpolluted commercial process waters to any sanitary sewer that is part of the Facilities.
4. Consumer shall not discharge or cause to be discharged any of the following described water or wastes to the Facilities:
 - a. Any pollutant, liquid, solid or gas including gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquids, solids, or gases which will cause a fire or explosive hazard within the wastewater treatment facilities; or any discharge with a flashpoint less than 140 degrees Fahrenheit or 60 degrees Celsius as measured using test methods in 40 CFR 261.21; or any liquid, solid or gas, either singly or in combination with any other materials, that causes the atmosphere in the sewer to exceed the ten percent lower limit of any gases measured as methane.
 - b. Any waters containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, that may injure or interfere with any waste treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment facilities.
 - c. Any waters or wastes having a pH lower than 5.5 or greater than 9.0, or having any other corrosive property capable of causing damage or hazard to structure or equipment constituting a part of the Facilities or that constitute a hazard to the health and safety of personnel operating the Facilities.
 - d. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the wastewater Facilities such as, but not limited to ashes, bones, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

5. Any Consumer who or which owns or operates an establishment that serves or prepares food or food products on a commercial basis shall comply with all laws, rules and regulations of any governmental authority having jurisdiction over such establishment including, without limitation, those relating to the capture, storage and disposal of any fats, oils or grease products. In the event that any fats, oils or grease escape from or are not contained in, a grease trap or similar containment facility, then the Consumer shall be responsible for, and shall pay for, all damages and losses suffered by the Provider as a result thereof.
6. The following described substances, materials, waters, or waste shall be limited in discharges to the Facilities to concentrations or quantities which will not harm either the sewers, wastewater treatment process or equipment, will not have an adverse effect on the receiving stream, or will not otherwise endanger lives, limb, public property, or constitute a nuisance. The limitations or restrictions on materials or characteristics of waste or wastewater discharged to Facilities which shall not be violated without approval of the Provider are as follows:
 - a. Wastewater having a temperature higher than 150°F (65°C) or wastewater which will elevate the temperature of the influent to the Facilities to 104°F (40°C) or higher.
 - b. Wastewater containing more than 25 milligrams per liter of petroleum oil, nonbiodegradable cutting oils, or product of mineral oil origin.
 - c. Wastewater containing more than 100 milligrams per liter of oils, fat, grease, or wax, whether emulsified or not, or containing substances which may solidify or become viscous at temperatures between 32°F (0°C) and 150°F (65°C).
 - d. Any garbage that has not been properly shredded. Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments, or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers.
 - e. All commercial discharges to the Facilities must comply with the Federal Commercial Pretreatment Standards (40 CFR Part 403) and those Commercial Pretreatment Standards developed by the Georgia Environmental Protection Division.
 - f. Any waters or wastes containing taste or odor producing substances exceeding limits which may be established by the Provider.
 - g. Any radioactive wastes or isotopes of such half-life or concentrations as may exceed limits established in compliance with applicable state or federal regulations.
 - h. Quantities of flow, concentrations, or both which constitute a "slug" as defined as any discharge at a flow rate or concentration which could cause a violation of any local, state or federal prohibited discharge standards.
 - i. Waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to such degree that the effluent from the wastewater treatment plant that constitutes part of the Facilities cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.
 - j. Any water or wastes which, by interaction with other water or wastes in the Facilities, release obnoxious gases, form solids which interfere with the collection system, or create a condition deleterious to structures and treatment processes.
 - k. Materials which exert or cause:

- i. Any unusual concentrations of inert suspended solids (such as, but not limited to, Fuller's earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).
 - ii. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).
 - iii. Unusual BOD, chemical oxygen demand or chlorine demand in such quantities as to constitute a significant load on the sewage treatment plant. At no time shall the BOD be greater than 600 mg/l or the suspended solids be greater than 500 mg/l for a period of one minute. Provider will consider a concentration of suspended solids greater than 300 mg/l and a BOD concentration of 250 mg/l above normal strength and may add a monthly surcharge payment if such concentrations are exceeded. The surcharge payment will be based on the cost of treatment and disposal at the wastewater treatment facility as determined by the Provider.
 1. Biological inhibitors, which in the opinion of Provider, will have a deleterious effect on the wastewater facilities, process, equipment or receiving waters.
7. If any waters or wastes are discharged or are proposed to be discharged to the sewers that constitute part of the Facilities, which waters contain the substances or possess the characteristics enumerated above and which in the judgment of the Provider, may have a deleterious effect upon the wastewater facilities, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Provider may:
 - a. Reject the wastes,
 - b. Require pretreatment to an acceptable condition for discharge to the sewers,
 - c. Require control over the quantities and rates of discharge, and/or
 - d. Require surcharge payment to cover added cost of handling and treating the wastes.
8. Grease, oil, and sand interceptors shall be provided when, in the opinion of the Provider, they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts, sand, or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Provider and shall be located as to be readily and easily accessible for cleaning and inspection. In the maintenance of these interceptors, the Consumer shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates and means of disposal which are subject to review by the Provider. Any removal and hauling of the collected materials not performed by Consumer's personnel must be performed by currently licensed waste disposal firms.
9. When required by the Provider, the Consumer that owns or leases the a building serviced by a sewer carrying commercial wastes shall install a suitable structure together with such necessary meters and other appurtenances to facilitate observation, sampling and measurement, and, if required by Provider, pretreatment of the wastes. Such structure, when required, shall be accessibly and safely located and shall be constructed in accordance with approved plans. The structure shall be installed by the Consumer at his expense and shall be maintained by him so as to be safe and accessible at all times. This requirement will be evaluated by the Provider on a case-by-case basis.
10. Commercial Consumers may be required to provide information needed to determine compliance with this Agreement. These requirements may include:
 - a. Wastewater discharge peak rate and volume over a specified time period;

- b. Chemical analyzes of wastewaters;
 - c. Information on raw materials, processes and products affecting wastewater volume and quality;
 - d. Quantity and disposition of specific liquid, sludge, oil, solvent, or other materials important to sewer use control;
 - e. A plot plan of sewers of the Consumer's Property showing sewer and pretreatment facility location;
 - f. Details of wastewater pretreatment facilities; and
 - g. Details of systems to prevent and control the losses of materials through spills to the sewer.
11. No statement contained in these Utility Rules shall be construed as preventing any special agreement or arrangement between the Provider and any commercial Consumer whereby commercial waste of unusual strength or character may be accepted by the Provider for treatment.
12. All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in these Utility Rules shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association. Sampling methods, location times, durations, and frequencies are to be determined on an individual basis, subject to approval by the Provider.
13. Consumers discharging commercial wastes into the sewerage system that is part of the Facilities may be required to pretreat such wastes. Plans for all pretreatment facilities shall be approved by the Provider and the Georgia Environmental Protection Division prior to construction. At the time written plans are submitted for approval, written maintenance plans shall also be submitted and approved by the Provider. The facilities shall be allowed to operate only as long as they are maintained in accordance with the approved maintenance plans. Pretreatment requirements shall be determined on a case-by-case basis by the Provider and shall include the following facilities as a minimum:
- a. Neutralization - If plans are submitted for the neutralization of strong acid or alkaline wastes, the plan shall include the necessary instrumentation and controls to assure compliance with regulations at all times.
 - b. Equalization - Holding tanks or equalization basins shall be required ahead of the receiving manhole of the Facilities when deemed necessary by the Provider to prevent peak flows that exceed the capacity of the system or that result in operational problems.
 - c. All pretreatment facilities shall be operated and maintained continuously in satisfactory and effective operation by the Consumer at its expense.
14. If a Consumer determines that it cannot reasonably comply with a provision of these Utility Rules it shall be the responsibility of the Consumer to apply to the Provider who may issue temporary approval with a compliance schedule for planning and construction of necessary treatment or pretreatment works by the Consumer. Each case will be evaluated with respect to its effect on the Facilities and the environment prior to issuance of temporary approval and a compliance schedule. The issuance of any such temporary approval shall be in the sole and absolute discretion of the Provider.
15. Any dilution of the wastewater by the Consumer for the purpose of decreasing the concentrations of toxic materials shall be considered as a violation of this Agreement.
16. Discontinuance of Service for Failure to Comply - Failure to comply with the provisions of this Agreement shall be cause for the discontinuance of sewer or water service to the offending person. The procedure shall be as follows: A written notice, signed by the Provider, shall be delivered personally to the person then responsible for the offending use, outlining the conditions of the wastes which violate the terms of this

Agreement. In the event that the person in charge will not accept the notice, it shall be conveyed by registered mail to the responsible person. The person notified shall have twenty-four (24) hours from the time of receipt of the notice, either personally delivered or received by registered mail, to correct the offending conditions. If correction is not made or a request for extension is not received by the Provider within twenty-four (24) hours, the water or sewer service may be disconnected to the offending person without further notice. If a request for an extension of time is received by the Provider within twenty-four (24) hours of the above notice and if circumstances are such that, in the opinion of the Provider, the best interest of the Provider would be served by extending the time for correction of the offending condition, then it may grant an extension of time.

17. Responsibilities of the Consumer Discharging Waste - It shall be the responsibility of the Consumer discharging commercial waste into the Facilities to:
 - a. Build a control structure in the discharge line from the Consumer's improvements, immediately prior to the entrance of the discharge line into the Facilities, suitable for the sampling and measuring of wastes. Plans for this structure must be approved by the Provider. This requirement may be waived only in writing by the Provider and at the Provider's sole discretion.
 - b. In the event that no special manhole is required for the lines described in Section 17(a), the control manhole shall be considered to be the nearest downstream manhole in the sewer that constitutes the Facilities in relation to the point at which the sewer from the applicable Improvements is connected.
 - c. Contact the Provider prior to operation changes which will materially alter the characteristics of the waste from the last prior sampling.

Access Rules

1. Employees or agents of the Provider, bearing credentials and identification which shall be presented on request of the Consumer, shall be permitted to enter any property served by facilities maintained or operated by the Provider for the purposes of inspection, observation, measurement, sampling and testing pertinent to discharge to the sewerage and water systems serving the applicable property.
2. While performing the necessary work on a Consumer's property referred to herein, the employees or agents of the Provider shall observe reasonable safety rules applicable to the premises and the Provider shall indemnify the Consumer against loss or damage to its property by said employees or agents and against liability claims and demands for personal injury or property damage asserted against the Consumer, except as such may be caused by negligence or failure of the Consumer to maintain safe conditions.
3. Employees or agents of the Provider, bearing credentials and identification, shall be permitted to enter all any property through which the Provider holds an easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the wastewater facilities lying within said easement. If a written and fully executed easement exists with respect to such property, then any conflict between the terms hereof and such easement shall be governed by the terms of the easement.

Disconnection Events and Procedures

1. Termination Rights--The Provider reserves the right to terminate water and wastewater disposal services and disconnect Consumer from the system when:
 - a) Acids or chemicals damaging to sewer lines or treatment process are released into the public sewer causing deterioration of these structures or interfering with proper conveyance and treatment of wastewater; or
 - b) A governmental agency informs the Provider that the effluent from the wastewater treatment facility is no longer of a quality permitted for discharge into a watercourse, and it is found that the customer is discharging wastewater into the sewer that cannot be sufficiently treated or requires treatment that is not provided by the Provider as normal domestic treatment; or

c) Consumer:

- i. Discharges commercial waste or wastewater that is in violation of the parameters described herein.
- ii. Discharges wastewater at an uncontrolled, variable rate in sufficient quantity to cause an imbalance in the wastewater treatment process; or
- iii. Fails to pay monthly bills for sanitary sewer service or water service when due; or
- iv. Repeats a discharge of prohibited wastes into the waste water system that is part of the Facilities.
- v. Fails to comply with any of the Utility Rules or Access Rules

2. Discontinuance of Service for Failure to Comply - The procedure for disconnecting water or sanitary sewer service to a Consumer is described below:

- a. A written notice, signed by the Provider (or the Operator), shall be delivered to the Consumer which states the circumstances for such disconnection.
 - b. If the notice states a reason for the disconnection that is not a failure to pay an amount invoiced to such Consumer, then the Consumer shall have twenty-four (24) hours from the time of receipt of the notice to correct the offending conditions. If correction is not made or a request for extension is not received by the Provider (or the Operator as the case may be) within twenty-four (24) hours, the water or sewer service may be disconnected without further notice. If a request for an extension of time is received by the Provider (or the Operator as the case may be) within twenty-four (24) hours of the above notice and if circumstances are such that, in the opinion of the Provider (or the Operator as the case may be), the best interest of the Provider would be served by extending the time for correction of the offending condition, then it may grant an extension of time in the Provider's (or the Operator's, as the case may be) sole and absolute discretion.
 - c. If the reason provided in the notice to the Consumer is a failure to pay an amount invoiced, then the Consumer shall have the period set forth in the notice to pay the amount invoiced. If such a notice has been sent to a Consumer two (2) times in any twelve (12) month period, then the Provider may disconnect service without any further notice.
3. Notices contemplated by these Disconnection Procedures may be sent by US Mail, courier service, registered or certified mail to the address for the Consumer that is on file in the Provider's records to which regular billings are sent. Any notice will be deemed effective on the earlier of (x) three (3) days after it is deposited with United States Postal Service or (y) the date of actual delivery as evidenced by the receipt from the courier service on the registered or certified mail receipt.