### STATE OF VERMONT PUBLIC SERVICE BOARD

PSB Docket No. 7722

Tariff filing of Catamount/Bolton Water and Sewer Company, LLC, request a 269% increase in its rates, to take effect on a service-rendered basis April 1, 2011

#### **MEMORANDUM OF UNDERSTANDING**

WHEREAS, on January 20, 2011, Catamount/Bolton Water and Sewer Company, LLC, (referred to as the "Water Company") filed with the Vermont Public Service Board (Board) revisions to its tariffs reflecting a 269% increase in its rates to take effect on a service rendered basis as of April 1, 2011, pursuant to 30 V.S.A. § 225. With reference to the above-captioned docket, the Vermont Department of Public Service (Department) and the Water Company (together as the "Parties") stipulate and agree as follows:

- Pursuant to 30 V.S.A Section 225, on March 16, 2011, the Department filed a letter with the Public Service Board recommending that the Board suspend the proposed rate changes, and open an investigation.
- 2. On March 25, 2011, the Board issued an order opening an investigation into the proposed rates and suspended the proposed rate increase pending final determination. No one filed for intervenor status in this Docket.
- 3. The Department has engaged in extensive discovery and investigation with regard to the Water Company's request.
- 4. The Department and the Water Company have engaged in negotiations regarding the requested revenue increase. Those negotiations resulted in an agreement between the Department and the Water Company to decrease the amount of the requested increase from 269% to 220%. In order to mitigate impact on consumers, the Parties agreed that the Water

Company would implement the rate increase in two phases the first being 126.76% (total cost of service is \$125,375) and the second being an additional 38.72% (total cost of service is \$173,920). The first phase rate increase would take effect immediately upon receiving a Board order approving this MOU, or as directed by the Board. The second phase rate increase would take effect when the Water Company starts paying the VEDA loan back, which is expected to be in December 2012.

- 5. Due to the large percentage increase, the Company has decided to reduce the equity return to 6% to keep the request as low as possible.
- 6. The Parties agree that this two-phase rate increase will result in just and reasonable rates for the Water Company for the following reasons. First, the rate increase will allow the Water Company to make necessary improvements to the water system facilities. Second, the rate increase will generate sufficient operating revenue for the Water Company such that it should no longer experience operating deficiencies.
- 7. The Parties have agreed to the attached Cost of Service, rate schedules, and tariff attached here to as Exhibit MOU-1. The Parties stipulate that the Board should approve of the documents in Exhibit MOU-1.
- 8. The Parties acknowledge that the current tariff does not reflect the Water Company's historic billing practices or the actual composition of the Company's customer base (e.g. it does not include 8-bedroom condominiums although some are served). The Water Company shall propose a rate design 30 days after receiving a Board order approving this MOU for Board approval. The Parties also acknowledge that the proposed rate design will change the present tariff and associated proposed metered rates, but not the Company's overall revenue requirement reflected in MOU-1.
- 9. The Parties have also agreed to the following conditions:

- a. The Water Company shall give the Department, the Board, and its ratepayers 45 days notice prior to implementing phase 2 of the rate increase.
- b. A Reserve Fund Account will be developed. The account will include the annual balance of all unexpended funds allocated in the system's "cost of service" for annual repairs, testing, chemicals and supplies (\$ 17,615).
- i. The account will be a special interest-bearing account controlled by an escrow agreement. Within thirty (30) days of the Board's order approving this MOU, the Petitioners will submit a proposed escrow agreement to the Board for approval. The Board will retain authority to resolve any disputes which may arise concerning disbursements from the account, and the escrow agreement will acknowledge this retention of authority.
- ii. The escrow agreement will be effective as to all of the unexpended funds allocated for annual repairs, testing, chemicals and supplies collected for the water system subsequent to the date of a Board order approving this MOU.
- iii. The Water Company will file quarterly reports of the Reserve Fund Account with the Board and the Department.
- iv. The funds accumulated in the Reserve Fund account will be used by the Water Company solely for improvements to the system. The Water Company shall notify the DPS in writing prior to making any expenditures from the Reserve Fund, except in emergency situations in which case notice will be provided as soon as it is feasible to so.
- 10. The Parties agree that this Memorandum of Understanding (MOU) and any Order approving this MOU relates only to these two Parties and should not be construed by any party or tribunal as having precedential or any other impact on other proceedings. These two Parties have made compromises on specific issues to reach this Stipulation. The MOU and any Order approving this MOU shall not be construed by any party or tribunal as having precedential impact on any future proceedings involving the Parties except as necessary to ensure implementation of this MOU or to enforce an order of the Board resulting from this MOU. The Parties reserve the right in future proceedings to advocate positions that differ from those set forth in this MOU, and this MOU and any Order approving this MOU may not in any future proceeding be used against any party except as necessary to enforce obligations under this MOU or to enforce an order of the Board resulting from this MOU.

11. The Parties, in accordance with 3 V.S.A. § 811, hereby waive the opportunity to file exceptions and present briefs and oral arguments with respect to a proposal for decision to be issued in this case, provided that the proposal for decision is consistent with this MOU. This MOU is expressly conditioned upon the Board's acceptance of all of its provisions, without material change or condition. If the Board does not accept the MOU substantially in its entirety, the MOU shall, at the option of either party, be deemed to be null and void and without effect, and shall not constitute any part of the record in this proceeding and shall not be used for any other purpose. In the event any Party exercises this option, each Party shall be placed in the position that it enjoyed in this proceeding before entering into the MOU.

Dated at Montpelier, Vermont this 10 th day of June, 2011.

VERMONT DEPARTMENT OF PUBLIC SERVICE

Geoff Commons, Acting Director for Public Advocacy

Dated at Montpelier, Vermont this (4) th day of June, 2011.

CATAMOUNT/BOLTON WATER AND SEWER COMPANY LLC

Joslyn Wilschek, Authorized Agent

#### Docket no 7722

#### Catamount/ Bolton Water Co. LLC. Cost of Service Phase 1 Test year December 31, 2010

			Adjusted
Cost of Service	Test Year	Adjustments	Test Year Phase 1
Operating expenses	Test rear	Aujustricitus	riidae I
Salaries	16,624	_	16,624
Fringe benefits	5,706	_	5,706
Consulting	22,775	_	22,775
Vehicle expense	1,010	-	1,010
Electricity/ Gas	1,989	611	2,600
Repairs	1,850	121	1,971
Testing	5,708	-	5,708
Chemicals	7,293	-	7,293
Dig Safe	41	-	41
Supplies	2,643	-	2,643
General Expenses	_		_
Mtg Fees/Admin Fees	7,200	360	7,560
Office Exp	605	-	605
Insurance	2,507	(7)	2,500
Legal/Accounting/ Engineering	7,137	(261)	6,876
Licenses/filing fees	1,959	`-	1,959
Taxes			-
Fed/ State Income	175	944	1,119
Property	1,984	16	2,000
Gross revenue tax			´-
Depreciation	21,457	(9,580)	11,877
Amortization		4,400	4,400
Debt Service/interest		9,912	9,912
Interest	4,087	(4,087)	-
Return on adjusted rate base	1	10,070	10,070
* Subtotal total return	4,087	15,895	19,982
Cost of service	112,750	12,500	125,250
Gross revenue tax			125
Total cost of service	112,750		125,375
Test year revenues	54,227		54,227
Revenue Adjustments per Audit	(50 533)		(34.4.63)
Revenue Deficiency % Deficiency	(58,523)		(71,149)
70 Deniciality	108%		131%

 $<sup>\</sup>boldsymbol{\ast}$  Total Return on unadjusted rate base plus principal on VEDA loan.

## Catamount/Bolton Water Co. LLC Rate Base Phase 1 Test year ended December 31, 2010

Plant in service Adjustments	429,336 1,761	Less 1600-6 s	ee note
Net Plant in Service	427,575		
VEDA #1 Net Plant after Loans	148,940 278,635		
Adjusted Accum. Depreci Net Plant after Depreciation	155,313	122 222	
Net Flant after Depreciation	м	123,322	
Working capital allowance	@33%		
95,783 0.33	_	31,608	
1Total adjusted rate base		154,930	
Cost of capital		6.50%	
Return		10,070	

<sup>\*</sup> Information on this sheet came from Exhibit D filed by the Company on 1/20/11.
1 Unadjusted rate base equals \$303,870
Note: 1600-6 2009 water facility fully depreciated

#### Catamount/ Bolton Water Co. LLC. Cost of Service Phase 2 Test year December 31, 2010

			Adjusted Test Year
Cost of Service	Test Year	Adjustments	Phase 2
Operating expenses		, 10,000110110	
Salaries	16,624	-	16,624
Fringe benefits	5,706	-	5,706
Consulting	22,775	-	22,775
Vehicle expense	1,010	-	1,010
Electricity/ Gas	1,989	611	2,600
Repairs	1,850	121	1,971
l esting Unemicals	5,708 7,293	:	5,708 7,293
Dig Safe	41	_	41
Supplies	2,643	-	2,643
General Expenses	_		_
Mtg Fees/Admin Fees	7,200	360	7,560
Office Exp	605	-	605
Insurance	2,507	(7)	2,500
Legal/Accounting/ Engineering	7,137	(261)	6,870
Licenses/filing fees	1,959	-	1,959
Taxes			_
Fed/ State Income	175	1,057	1,232
Property	1,984	16	2,000
Gross revenue tax	,		•
Depreciation	21,457	(9,580)	11,877
Amortization	,	`4,400	4,400
Debt Service/interest		57,286	57,286
Interest	4,087	(4,087)	-
Return on adjusted rate base		11,087	11,087
* Sub-total total return	4,087	64,284	68,373
Cost of service	112,750	61,003	173,747
Gross revenue tax			174
Total cost of service	112,750		173,920
Test year revenues	54,227	71,149	125,375
Revenue Deficiency	(58,523)		(48,545)
% Deficiency	-108%		39%

<sup>\*</sup> total return on unadjusted rate base plus principal on VEDA loan

#### Catamount/Bolton Water Co. LLC Rate Base Phase 2 Test year ended December 31, 2010

Plant in service Adjustments	429,336 1,761	Less 1600-6 see note
Net Plant in Service	427,575	- -
VEDA #1	148,940	_
Net Plant after Loans	278,635	_
Adjusted Accum. Depreci		
Net Plant after Depreciation	on	123,322
Working capital allowance	@33%	
143,151 0.33		47,240
1 Total adjusted rate base		170,562
Cost of capital		6.50%
Return		11,087

<sup>\*</sup> Information on this sheet came from Exhibit D filed by the Company on 1/20/11.

<sup>1</sup> Total unadjusted rate base is \$1,012,428 Note: 1600-6 2009 water facility fully depreciated

#### Catamount/Bolton Water Co, LLC Plant Reduction Test year Ended December 31, 2010

#### 2010 Plant Summary

	0	riginal Cost	Accum. Depreciation	Net Plant
	less 1600-6	429,336 1,761	164,424 1,761	264,912 -
Total		427,575	162,663	264,912

# Plant removed by VEDA loans 2010/2009 additions

	Original Cost	Accum.	Net Plant
	L	Depreciation	
Water Equipment	1,341	192	1,149
Water Reservoir	117,252	4,690	112,562
Water Facility	10,731	429	10,302
Water Supply Imp	14,591	584	14,007
Water Equip/Fixtures	3,381	985	2,396
Water Equip/Fixtures	1,664	470	1,194
Total	149.060	7.350	141.610
Total	148,960	7,350	141,610
Net Plant	278,615	155,313	123,302

 $<sup>^{\</sup>ast}$  Information on this sheet came from Exhibit D filed by the Company on 1/20/11, and adjusts for 1600-6 2009 water facility being fully depreciated

#### Catamount/Bolton Water Co. LLC Plant Reduction Detail Test year ended December 31, 2010

VEDA installment #	1 & installment #	148,940		148,940
Reduce Plant by	Original Cost	Accum.	Net Plant	
2010 additions	Ď	epreciation		
1600-5	14,591	584	584	
1600-6	10,731	429	429	
1600-7	117,252	4,690	4,690	
1600-8	1,341	192	192	
Sub-total	143,915	5,895	5,895	143,915
Balance Remaining	for 09			5,025

	Original Cost	Accum.	Net Plant
2009 additions		Depreciation	
Balance Remaining for	09 5,025	1,455	
1600-8	3,381	985	483
Balance	1,644	470	

			Accum D	epreciation
0	riginal Cost		Depreciation	Expense
1600-8	10,442		2,984	1,492
	1,644	16%	470	235
	8,798	84%	2,514	1,257
O	riginal Cost	Accum.	Net Plant	
		epreciation		
Exhibit D	429,336	164,424		
Less 1600-6 2009 additic	1,761	1,761		
	427,575	162,663	264,912	
less 2010 additions	143,915	5,895		
_	283,660	156,768	126,892	
Less 1600-8	3,381	985		
_	280,279	155,783	124,496	
Less 1600-8	1,644	470		
_	278,635	155,313	123,322	
Reduction in Requested D	en Evn			
2010 Plant	eh rxh	5,895		
1600-5		2,967		
1600-8		483		
Pro rata 1600-8		235		
Total reduction		9,580		
		= /000		

 $<sup>^{\</sup>ast}$  Information on this sheet came from Exhibit D filed by the Company on 1/20/11, and adjusts for 1600-6 2009 water facility being fully depreciated

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#### Catamount/Bolton Water Co. LLC Cost of Capital Test Year December 31, 21010 Based on Plant Balances

	Amount	Ratio	Cost	Weighted
Assumed Partner's equity	61,661	50%	6.00%	3.00%
Assumed debt	61,661	50%	7.00%	3.50%
Total	123,322			6.50%

Total Plant for Rate Base

123,322

Equity

50%

Debt

50%

#### Catamount/Bolton Water Co. LLC Tax Calculation LLC rates

1.

	FTR	1.00 - FTR		1.00 - FTR
Fed Rate State	15.00% 1.0 3.75% 1.0	00 - 0.1500 00 - 0.0375	=	85.00% 96.25%
	0.1	R / (1 - FTR) .5 / (1 - 0.15) 176470588		
Composite Ta	ax Rate			
	Effective Fed Tax	x rate		0.17647059
	plus State Tax R	ate	+	0.0375
			=	0.21397059
			/	0.9625
			=	0.222307106
			-	0.0375
	Chaha Tau Daha		=	0.184807106
	State Tax Rate		+	0.0375
	Composite Tax F	Rate		0.2223071
	Total return	Debt		Equity
Phase #1	10,070	5,035		5,035
Composit tax				22.23%
State/ Fed In	come tax			1,119
Phase #2	11.007	E E42		F F 40
	11,087	5,543		5,543
Composit tax State/ Fed In				22.23%
State/ Fed III	COME TAX			1,232

#### Catamount/Bolton Water Co., LLC Annual Debt Service VEDA Loans

	Principal		
	Balance	Monthly	Annually
1st installment	11,827.50	65.60	787.20
2nd installment	137,112.50	760.42	9,125.04
Subtotal	148,940.00	826.02	9,912.24
3rd installment	711,830.00	3,947.79	47,373.48
Subtotal	711,830.00	3,947.79	47,373.48
Total	860,770.00	4,773.81	57,285.72

# Catamount/Bolton Water Co., LLC Rate case Expense

Legal	15,000
<u>Financial</u>	7,000
Total Rate Case Expense	22,000
5 yr Amortization	5
Amortization/Year	4,400

#### Catamount/Bolton Water Co. LLC Revenue Check Phase 1 Test year ended December 31, 2010

231% \*

			Annuai	Rate	Revenue
Customer	# customers	Annual Rate	Revenue	Phase #1	check
1 bedroom	36	69.40	2,498.40	160.46	5,776.43
2 bedroom	55	138.82	7,416.20	320.96	17,652.74
3 Bedroom	48	208.24	9,995.52	481.46	23,110.15
4 Bedroom	16	277.64	4,442.24	641.92	10,270.68
5 Bedroom	2	347.04	694.08	802.37	1,604.75
8 Bedroom	1		-	-	
LDI 1 bedroom	23	69.40	1,596.24	160.46	3,690.59
LCA Condo assoc	1	4,104.16	4,104.16	9,489.02	9,489.02
Sports Club condo	1	1,584.S2	1,862.16	3,663.49	3,663.49
Black Bear	1	1,885.63	1,538.60	4,359.67	4,359.67
MOD Base	1	12,443.70	12,861.60	28,770.46	28,770.46
MOD BVSS	1	37.88	37.88	87.58	87.58
MOD Deli	1	1,255.92	1,255.92	2,903.75	2,903.75
MOD Hotel	1	3,839.84	3,839.84	8,877.90	8,877.90
MOD LL@ SKI Patrol	1	69.40	69.40	160.46	160.46
MOD Maint	1	46.36	46.36	107.19	107.19
MOD Sports club	1	1,768.36	1,768.36	4,088.54	4,088.54
MOD timberline	1	200.00	200.00	462.41	462.41
Total			54,226.96		125,075.80
Cost of service					125,375.47
Difference					299.66

- \* This % was used to generate the requested Phase 1 rates.

  1 # Customers adjusted in Phase #1 Revenues per Lister's Audit

  2 Two Bedroom Unit adjusted in Phase #1 per Tariff
- 3 Sports Club Condos adjusted to 3-2BD, 3-3BD and 2-4BD in Phase #1 Revenues per Lister's Audit 4 Black Bear Adjusted in Phase #1 Revenues per Tariff
- 5 MOD Adjusted in Phase #1 Revenues per Tariff

#### Catamount/Bolton Water Co. LLC Revenue Check Phase 2 Test year ended December 31, 2010

139% \*

		Rate	Annual	Rate	Revenue
Customer	# customers	Phase #1	Revenue		check
1 bedroom	36	160.46	5,776.43	222.58	8,013.04
2 bedroom	55	320.96	17,652.74	445.23	24,487.82
3 Bedroom	48	481.46	23,110.15	667.88	32,058.32
4 Bedroom	16	641.92	10,270.68	890.47	14,247.46
5 Bedroom	2	802.37	1,604.75	1,113.05	2,226.10
8 Bedroom	1	-	-	-,	-,
LDI 1 bedroom	23	160.46	3,690.59	222.59	5,119.57
LCA Condo assoc	1	9,489.02	9,489.02	13,163.15	13,163.15
Sports Club condo	1	3,663.49	3,663.49	5,081.98	5,081.98
Black Bear	1	4,359.67	4,359.67	6,047.72	6,047.72
MOD Base	1	28,770.46	28,770.46	39,910.30	39,910.30
MOD BVSS	1	87.58	87.58	121.49	121.49
MOD Deli	1	2,903.75	2,903.75	4,028.07	4,028.07
MOD Hotel	1	8,877.90	8,877.90	12,315.40	12,315.40
MOD LL@ SKI Patrol	1	160.46	160.46	222.58	222.58
MOD Maint	1	107.19	107.19	148.69	148.69
MOD Sports club	1	4,088.54	4,088.54	5,671.61	5,671.61
MOD Timberline	1	462.41	462.41	641.45	641.45
	İ				
Total			125 075 00		
Cost of service			125,075.80		173,504.76
Difference					173,920.46
Dilletelike					415.69

st This % was used to generate the requested Phase 2 rates.

Catamount/Bolton Water Co. LLC Rate design Phase #1 Test year ended December 31, 2010

231.00% \*

Applied inc 226.76%

	New Number		Annual	Rate	Revenue	Proposed	
Customer		Annual Rate	Revenue	Phase #1	check	Rate	Revised Rev
1 bedroom	30	69.41	2,082.30	160.34	4,810.11	157.40	4,721.87
2 bedroom	55	138.82		320.67	17,637.08	314.79	
3 Bedroom	52	208.23	10,827.96	481.01	25,012.588	472.19	24,553.74
4 Bedroom	18	277.64	4,997.52	641.35	11,544.27	629.58	11,332.50
5 Bedroom	1	347.05	347.05	801.69	801.69	786.98	786.98
8 Bedroom	1	555.28	555.28	1,282.70	1,282.70	1,259.17	1,259.17
LDI 1 bedroom	23	69.41	1,596.43	160.34	3,687.75	157.40	3,620.10
LCA Condo assoc	1	4104.16	4,104.16	9,480.61	9,480.61	9,306.69	9,306.69
Sports Club condo	1	1596.46		3,687.82	3,687.82	3,620.17	3,620.17
Black Bear	1	1885.63	1,885.63	4,355.81	4,355.81	4,275.90	4,275.90
MOD Base	1	12443.70	12,443.70	28,744.95	28,744.95	28,217.63	28,217.63
MOD BVSS	1	37.88	37.88	87.50	87.50	85.90	85.90
MOD Deli	1	1255.92	1,255.92	2,901.18	2,901.18	2,847.95	
MOD Hotel	1	3839.84	3,839.84	8,870.03	8,870.03	8,707.31	8,707.31
MOD LL@ SKI Patrol	1	69.40	69.40	160.31	160.31	157.37	157.37
MOD Maint	1	46.36	46.36	107.09	107.09	105.13	105.13
MOD Sports club	1	1768.36	1,768.36	4,084.91	4,084.91	4,009.98	4,009.98
MOD timberline	1	200.00	200.00	462.00	462.00	453.52	453.52
Total			55,289.35		127,718.40		125,375.46
Cost of service					125,375.47	1	125,375.47
Difference					(2,342.93)		(0.00
	İ				Too high		,

<sup>\*</sup> This % was used to generate the requested Phase 1 rates.

1 - # Customers adjusted in Phase #1 Revenues per Lister's Audit

To Bedroom Unit adjusted in Phase #1 per Tariff
 Sports Club Condos adjusted to 3-2BD, 3-3BD and 2-4BD in Phase #1 Revenues per Lister's Audit
 Black Bear Adjusted in Phase #1 Revenues per Tariff
 MOD Adjusted in Phase #1 Revenues per Tariff

Catamount/Bolton Water Co. LLC Rate Design Phase #2 Test year ended December 31, 2010

139% \*

	Proposed	l	Rate	Revenue
# customers		Revised Rev		check
	157.40		218.34	6,550.17
55	314.79	17,313.54	436.68	24,017.28
52	472.19	24,553.74	655.02	34,060.88
18	629.58	11,332.50	873.36	15,720.40
1	786.98	786.98	1,091.69	1,091.69
1	1,259.17	1,259.17	1,746.71	1,746.71
23	157.40	3,620.10	218.34	5,021.80
1	9,306.69	9,306.69	12,910.21	12,910.21
1	3,620.17	3,620.17	5,021.89	5,021.89
1	4,275.90	4,275.90	5,931.52	5,931.52
1	28,217.63	28,217.63	39,143.41	39,143.41
1	85.90	85.90	119.16	119.16
1	2,847.95	2,847.95	3,950.67	3,950.67
1	8,707.31	8,707.31	12,078.76	12,078.76
1	157.37	157.37	218.31	218.31
1	105.13	105.13	145.83	145.83
1	4,009.98	4,009.98	5,562.63	5,562.63
1	453.52	453.52	629.13	629.13
		125 375 46		173,920.45
		123,373.40		173,920.45
				0.00
	30 55 52 18 1	30 157.40 55 314.79 52 472.19 18 629.58 1 786.98 1 1,259.17 23 157.40 1 9,306.69 1 3,620.17 1 4,275.90 1 28,217.63 1 85.90 1 2,847.95 1 8,707.31 1 157.37 1 05.13 1 4,009.98	# customers Rate Revised Rev  30 157.40 4,721.87  55 314.79 17,313.54  52 472.19 24,553.74  18 629.58 11,332.50  1 786.98 786.98  1 1,259.17 1,259.17  23 157.40 3,620.10  1 9,306.69 9,306.69  1 3,620.17 3,620.17  1 4,275.90 4,275.90  1 28,217.63 28,217.63  1 85.90 85.90  1 2,847.95 2,847.95  1 8,707.31 8,707.31  1 157.37 157.37  1 105.13 105.13  1 4,009.98 4,009.98	# customers   Rate   Revised Rev   Phase #2   30   157.40   4,721.87   218.34   436.68   52   472.19   24,553.74   655.02   18   629.58   11,332.50   873.36   1   786.98   786.98   1,091.69   1   1,259.17   1,259.17   1,746.71   23   157.40   3,620.10   218.34   1   9,306.69   9,306.69   12,910.21   1   3,620.17   3,620.17   5,021.89   1   4,275.90   4,275.90   5,931.52   1   28,217.63   28,217.63   39,143.41   1   85.90   85.90   119.16   1   2,847.95   2,847.95   3,950.67   1   8,707.31   8,707.31   12,078.76   1   157.37   157.37   218.31   1   105.13   105.13   145.83   1   4,009.98   4,009.98   5,562.63   1   453.52   453.52   629.13

 $<sup>\</sup>boldsymbol{\ast}$  This % was used to generate the requested Phase 2 rates.

# CATMOUNT/BOLTON WATER AND SEWER,L.L.C. GENERAL RATE TARIFF

Water service: Residential and Commercial

Available: Throughout the Company's service territory

See Maps on file with the VSPD

RESIDENTIAL/ COMMERCIAL RATE: Metered and non-metered rates available. The rates are shown below

## Phase 1

Customer	Annual Non-Metered	Annual Metered Rate
	Rate (Billed Quarterly)	(Billed Quarterly)
1 Bedroom	160.34	93.00
2 Bedroom	320.67	185.99
3 Bedroom	481.08	279.03
41 Bedroom	641.35	371.98
5 Bedroom	801.69	464.98
8 Bedroom	1282.70	743.97
LDI 1 Bedroom	160.34	93.00
LCA Condo	9480.61	5498.75
Sports Club	3687.82	2138.94
Black Bear	4355.81	2526.37
Bolton Ski Re	45417.92	26342.39

- PLUS \$.348 per hundred gallons
- PLUS \$18.14 annual meter reading fee

#### Phase 2

Customer	Annual Non-Metered	Annual Metered Rate
	Rate (Billed Quarterly)	(Billed Quarterly)
1 Bedroom	218.34	126.64
2 Bedroom	436.68	253.27
3 Bedroom	655.02	379.91
41 Bedroom	873.36	506.55
5 Bedroom	1091.69	633.18
8 Bedroom	1746.71	1013.09
LDI 1 Bedroom	218.34	126.64
LCA Condo	12910.21	7487.92
Sports Club	5021.89	2912.70
Black Bear	5931.52	3440.28
Bolton Ski Re	61847.90	35871.78

- PLUS \$.483 per hundred gallons
- PLUS \$25.16 annual meter reading fee

TERMS: Customers are billed quarterly in arrears for service. Payments are due and payable by customer upon presentation or receipt of quarterly bill.

DELIQUENCY: Bills will become delinquent 30 days after postmark of bills in accordance with VPSB rule 3.300 for residential customers or rule 3.400 for commercial customers

NEW CONNECTION: A flat fee of \$150.00 will be charged.

DISCONNECTIONS: A flat fee of \$150.00 will be charged.

RECONNECTIONS: \$75.00, due within 30 days, plus payment of account delinquency by either of the following options:

(A) Payment of entire account delinquency prior to reconnection.

(B) Payment of one-half of the delinquent bill, or a lesser negotiated amount, and entering into a repayment plan to pay the balance over a minimum period of three months.

Effective	
Catamount/Bolton Water & Sewer	L.L.C.
By: Duly authorized agent	