P.S.C. W.Va. No. 2
Canceling P.S.C. W. Va. No. 1

WEST VIRGINIA-AMERICAN WATER COMPANY

of

Charleston, West Virginia

Rates, Terms and Conditions for Furnishing

Water

In

the Areas listed on Original Sheet No. S-1

FILED WITH THE
PUBLIC SERVICE COMMISSION
OF
WEST VIRGINIA

MAY 02 2024 10:54 AM EXEC SEC DIV

Issued: July 17, 2018

Effective: June 28, 2018

West Virginia-American Water Company

By: Brian K. Bruce, President, Its Authorized Officer

Table of Contents (cont'd)

Description		**Original Sheet No.**
Table of Contents		TOC-1
Index of City, Town Village or District		S-1
Terms and Conditions of Service		
1.	Purpose and Availability of Rules	TC-1
2.	Application for Water Service	TC-2
3	Connecting, Reconnecting, and Terminating Service	TC-3
4.	Access to Property	TC-4
5.	Private Fire Service	TC-5
6.	Public Fire Service	TC-6
7.	Billing and Collections	TC-7
8.	Water Theft	TC-8
9.	Liability of Company	TC-9
10.	Non-payment of Sewer Bills	TC-10
11.	Standby Service	TC-11
12.	Demand-Based Sale for Resale Service	TC-12
13.	Special Reduced Rate Residential Service (SRRRS)	TC-13
14	Residential Customer Security Deposits	TC-14
15.	Budget Billing Plan	TC-15
(C) Rates		
Residential, Commercial, and Industrial Service		RS-1
Residential Reduced Rate Residential Service SRRRS		RS-1 SRRRS

(C) *Indicates change in text*

Table of Contents (cont'd)

Wholesale Service – Entire Service Area RS-2

(C) Private Fire Service
Most Company Service Areas RS-3
Jefferson Utilities (formerly known as) RS-3A

Public Fire Service – Entire Service Area RS-4

Tax Surcharges
Municipal Business and Occupation Tax RS-5
Municipal Excise Tax RS-5A

Other Rates, Fees, and Charges RS-6

Distribution System Improvement Charge RS-7

(C) *Indicates change in text*

MAY 02 2024 10:54 AM EXEC SEC DIV

West Virginia-American Water Company

Second Revision of Original Sheet No. S-1
Canceling
First Revision of Original Sheet No. S-1
P.S.C. W.Va. No. 2

Index of Cities, Towns, Villages, and Districts Served

Water service is available in all localities where the Company has existing water mains, including portions of the following counties in West Virginia:

Boone	Boone (Cont.)	Braxton	Cabell	Clay
Andrew	Orgas	Canoe Run	Barboursville	Bomont
Ashford	Ottowa	Chemical Town	Barker's Ridge	Glen
Bald Knob	Packs Branch	Forrest Hill	Bryan Road	Odessa
Brandytown	Peytona	Gassaway	Clark Hollow	Queen Shoals
Barrett	Prenter Area	Granny's Creek	Cox Landing	
Bigson	Quinlin	Otter Lane	Culloden	
Bim	Racine	State Route 4	Dog Fork	
Bloomingrose	Ridgeview	Steward Addition	Dudley Gap	
Bob White	Rock Creek	Sutton	East Pea Ridge	
Brahan Heights	Rumble		Fudges Creek	
Cazy	Seng Creek		Greenbottom	
Cameo	Seth		Gwinn	
Clinton	Spruce Fork		Howell's Mill	
Coal River	Sylvester		Huntington	
Coal Valley	Turtle Creek		Huntington-Guyandotte	
Comfort	Twin Popular		Indian Meadows	
Cooperstown	Twilight		Jim Mount Road	
Danville	Uneeda		Lesage	
Foster	Van		Malcolm Springs	
Fosterville	Wash Branch		Martha	
Gordon	Washington Heights		Melissa	
Greenview	Wharton		Milton	
Keith (N)	Whitesville (N)		Nine Mile Creek	
Kirbyton	Williams Mountain		Ona	
Julian			Roach	
Laurel Camp			Salt Rock	
Lens Creek			Union Ridge	
Lick Creek			Walnut Grove	
Lory			West Hamlin	
Lower Sylvester			West Pea Ridge	
Madison			Yates Crossing	
Morrisvale				
Nellis				

Issued October 1, 2023 by Final Order of the Public Service Commission of West Virginia in Case Nos. 22-0796-WS-PC, 21-0260-S-DU, 21-0818-S-DU, 22-0369-W-PC-PW, and 22-0370-S-PC-PW dated May 26, 2023

Effective: October 2, 2023

West Virginia-American Water Company By: Christina Chard

Dr. Christina E. Chard, Director Rates & Regulatory Support

Index of Cities, Towns, Villages, and Districts Served (continued)

Fayette	Fayette (Cont.)	Jackson	Jefferson	Kanawha	Kanawha (Cont.)
Ansted	Morris Drive	Route 21	Apple Orchard Acres	Aaron's Fork	Dawes
Beckwith	Mossy	Allens Route	Cave Quarters Subdivision	Acme	Decota
Cannelton	Mt. Carbon (N)	Leatherwood	Charles Town	Allen's Fork	Derricks Creek
Carbondale	Oak Hill		Deerwood	Alum Creek	Diamond
Carlisle	Page		East Jefferson County	Amandaville	Dickinson
Chimney Corner	Pea Ridge		Harpers Ferry	Bayless	Doctor's Creek
Columbia (N)	Powellton (N)		Kearneysville	Belle	Dry Branch
Cunard	Prudence		Ranson	Big Chimney	Dunbar
Deepwater (N)	Red Star		Shenandoah Junction	Big Sandy	Dupont City
Dothan	Rocklick		Shepherdstown	Blount	East Bank
East Kingston	Scarbro			Blue Creek	Edens Fork
Edmond	Smithers			Blundon	Elk Two-Mile
Elkridge (N)	Stringtown			Bull Push	Elkview
Fayetteville	Summerlee			Cabin Creek	Emmons Gippe
Gatewood	Toney Fork			Campbell's Creek	Eskdale
Glen Jean	Victor			Cane Fork	Frame Road
Greentown	Whipple			Carbon	Frog Creek Road
Harvey	Wingrove			Cedar Grove	Giles
Hawk's Nest	Winona			Charleston	Glasgow
Hico				Chelyan	Guthrie
Hilltop				Chesapeake	Grapevine Road
Hopewell				Clearview Heights	Handley
Kimberly (N)				Clendenin	Hansford
Kincaid				Cline Hollow	Hernshaw
Lansing				Coal Fork	Hudson Valley Road
Lick Fork				Coal Burg	Hughes Creek
Lochgelly				Coal River	Hugheston
Long Acre Bottom				Coopers Creek	Hugo
Lookout				Copen Branch	Institute
Minden				Crack Rock Road	Jefferson
Montgomery				Crede	Jordan Creek
Montgomery Heights				Cross Lanes	Kanawha Two-Mile

(N) Indicates new.

Issued: April 9, 2026 by Final Order of the Public Service Commission of West Virginia in Case No. 24-0819-W-PWD-PC dated August 25, 2025.

Effective: September 3, 2025

West Virginia-American Water Company

By: Scott Grace
Scott T. Grace, Director Rates & Regulatory Support

MAY 02 2024 10:54 AM EXEC SEC DIV

West Virginia-American Water Company

Second Revision of Original Sheet No. S-3
Canceling
First Revision of Original Sheet No. S-3
P.S.C. W.Va. No. 2

Index of Cities, Towns, Villages, and Districts Served (continued)

Kanawha (Cont.)	Kanawha (Cont.)	Lewis	Lewis (Cont'd)	Lincoln	Logan
Kelly's Creek	Rock Branch	Alum Bridge	Turnertown	Alum Creek	Clothier
Kirby Hollow	Rocky Fork	Alum Fork	Valley Chapel	Bowles	Mifflin
Lake Washington	Ruth	Bendale	Vandalia	Hamlin	Sharples
Leewood	Ruthdale	Berlin	Waldeck	Harvey's Creek	
Lens Creek	Sandy Creek	Buckhannon Run Road	Walkersville	South Hamlin	
London	Sanderson/Dutch Ridge	Butchersville	Westfield	West Hamlin	
Loudendale	Sharon	Camden	Weston		
Lower Falls	Shrewsbury	Churchville			
Malden	Sigman Branch of Legg Fork	Crawford			
Mammoth	Sissonville	Deanville			
Marmet	South Charleston	Deerfield			
Miami	Spring Hill	Duffy			
Millertown	St. Albans	Elk City			
Milliken	Tad	Freemansburg			
Mink Shoals	Tornado	Gaston			
Montgomery	Virgil Tate Road	Georgetown			
Morris Drive	Walgrove	Homewood			
Newhouse	Washington District	Horner			
Nitro	West St. Albans	Ireland			
Ohley	Wills Creek	Jackson's Mill			
Pentacre	Winifrede	Jane Lew			
Pinch	Witcher Creek	Jordanville			
Poca River Road	Younger Drive	Life/Smith Run			
Pocatalico	Youngs Bottom	Lightburn			
Pratt		Laurel Lick			
Quarrier		Meadows			
Quick		Pickle Street			
Quincy		Pricetown			
Rand		Roanoke			
Rensford		Sunset Acres			
Rhonda					
Riverside					

Issued October 16, 2023 by Final Order of the Public Service Commission of West Virginia in Case Nos. 22-0796-WS-PC, 21-0260-S-DU, 21-0818-S-DU, 22-0369-W-PC-PW, and 22-0370-S-PC-PW dated May 26, 2023.

Effective: October 2, 2023

West Virginia-American Water Company By: Christina Chard

Dr. Christina E. Chard, Director Rates & Regulatory Support

MAY 02 2024 10:54 AM EXEC SEC DIV

Index of Cities, Towns, Villages, and Districts Served (continued)

Mason	Mercer	Putnam	Putnam (Cont.)	Raleigh	Summers
Glenwood	Bluefield	Alpine Acres	Kellys Creek	Glade Springs	Brooks
	Beeson	Bancroft	Limeberger Drive		Hinton
	Black Oak	Beech Hill	Manila Ridge		Jumping Branch
	Elgood	Black Betsy	Midway		Nimitz
	Green Acres	Bridge Creek/ Trace Fork/ Adkins Fork	Nitro		Pipestem
	Kellysville	Buff Creek	Panther Lick		True
	Lakebottom	Buffalo	Paradise		
	Lashmeet	Buzzard Creek	Pliny		
	Lerona	Clymers Creek	Plymouth		
	Lilly Grove	Confidence	Poca		
	Matoaka	Crown Hill/ Ridge Road	Poca River Road		
	Oakvale	Dry Branch	Raymond City		
	Princeton	Eighteen Mile Creek	Red House		
	Spanishburg	Eleanor	Riders Creek		
	Speedway	Fire Creek	Rock Branch		
		Fischer's Ridge	Route 30 South		
		Frazier's Bottom	Route 34 South Buff Creek to Lincoln Co. Line		
		Frogs Creek	Sycamore Creek		
		Harvey's Creek	Turkey Creek		
		Heizer/Manila Creek	Winfield		
		Hometown	West Jim Ridge/Jim Bee Ridge		
		Hurricane Creek	Woods Drive		
		Lake Washington			
		Liberty			
		Lick Creek			
		Lake Hollow			
		Lime Kiln Road			

MAY 02 2024 10:54 AM EXEC SEC DIV

Index of City, Town, Village or District Served (continued)

Wayne	Webster
Beech Fork (C)	Addison (Webster Springs)
Ceredo	Backfork
East Lynn	Cherry Falls
Spring Valley	Curtin
Huntington (Westmoreland) (C)	Diana
Winslow (C)	Golden Shore
	Miller Mountain
	Parcoal

Those who wish to request water service should contact the Company to determine if their premises can be served from existing mains under Water Rule 5.4.a.

MAY 02 2024 10:54 AM EXEC SEC DIV

Terms and Conditions of Service
Section 1
Purpose and Application of Rules

1.1 These Terms and Conditions of Service ("Company Terms and Conditions of Service ") supplement and clarify the Rules for the Government of Water Utilities, 150 C.S.R. 7-1, *et seq.*, adopted by the Public Service Commission of West Virginia ("Commission"), and now in effect, and all amendments and modifications made by the Commission ("Water Rules"). Both the Company Terms and Conditions of Service and the Water Rules constitute a part of the contract with every customer supplied by West Virginia-American Water Company ("Company"). A customer's application for service or acceptance of service or both constitute the customer's acceptance of this contract, acknowledgement that the Water Rules and Company Terms and Conditions of Service govern the terms of service, and affirmative consent to be bound by the Water Rules and Company Terms and Conditions of Service. The Water Rules and Company Terms and Conditions of Service also apply to persons engaged in the unauthorized use of water or water service.

1.2 Nothing in the Company Terms and Conditions of Service should be interpreted as divesting the Commission of any statutory jurisdiction.

1.3 The Company's failure to enforce any Company Terms and Conditions of Service in any instance does not constitute the Company's waiver of its right to enforce that term and condition of service in any other instance.

1.4 The Company will file a copy of the Company Terms and Conditions of Service with the Commission and will post them in a manner consistent with Water Rule 4.1.d. In addition, the Company will make a copy of the Company Terms and Conditions of Service available on its website.

1.5 Any term not defined in the Company Terms and Conditions of Service has the meaning, if any, set forth in the Water Rules.

End of Section 1

MAY 02 2024 10:54 AM EXEC SEC DIV

Terms and Conditions of Service
Section 2
Application for Water Service

2.1 All applications for water service must be made in a manner prescribed by the Company (e.g., on a written form, by telephoning the Company, or via the Company's website), and in each case the application will constitute a "written application" under Water Rule 4.1.e. When the Company has approved the application, it will constitute a contract for service.

2.2 Prior to providing service, the Company may require the applicant to provide consistent with statutory and Water Rule requirements:

(a) information to identify the applicant, including whether the applicant is a tenant or owner of the premises to be served;
(b) if the applicant is a tenant, the name and contact information of the owner or owners of the premises to be served; and
(c) a security deposit as specified in Sheet No. RR-15.

2.3 The Company may choose not to accept an application for service from a customer if the applicant is indebted to the Company for any service theretofore rendered, including private fire service, at any location in West Virginia.

2.4 Consistent with Water Rule 4.1.e.2, a new application must be made and approved by the Company:

(a) upon any change in the identity of the contracting customer; or
(b) except in the case of a spouse, upon the death of the customer.

Where such change is made without giving the Company notice within forty-eight (48) hours after such change, the new tenant or owner may be held responsible for the payment of all water service from the date it is established the new tenant moved in or the new owner purchased the property, without regard to when the application for service is made.

2.5 A separate application must be made, and a separate service line must be installed, for each premises. The word "premises" is defined as the following:

(a) A building under one roof owned or used by one customer, and/or occupied or used as one residence or one place of business.
(b) A combination of buildings owned or used by one customer, provided they are occupied and used for one purpose or business.
(c) Such other buildings, enclosures or complexes as may be approved by the Company.

Terms and Conditions of Service
Section 2
Application for Water Service (continued)

2.6 An application for service constitutes the customer's (i) representation to the Company that the piping and fixtures, which the service will supply, are in proper order to receive the supply including a customer-side shut off valve; and (ii) acknowledgement that the Company will not be liable for any accident, breaks, or leakage arising in connection with the supply not caused by the Company.

End of Section 2

MAY 02 2024 10:54 AM EXEC SEC DIV

MAY 02 2024 10:55 AM EXEC SEC DIV

Terms and Conditions of Service
Section 3
Connecting, Reconnecting, and Terminating Service

3.1 Connecting Service

(a) Location. Water service is provided at the customer's property line or otherwise in accordance with Water Rule 3.2.a. If an existing customer connection is not located at the customer's property line the Company may, at its discretion, move the connection at its cost to the customer's property line and any ongoing responsibility for the reconnected customer service line will be in accordance with the Water Rules.

(b) Main Extensions. Where Company service lines do not extend to the customer's property line, the customer may apply for an extension under Water Rule 5.5. In reviewing such an extension the Company will treat any existing long service lines that could be served by the extension as though those long service line customers had signed user agreements and would be tied over to any line extension so that the customer applying for a Rule 5.5 extension will receive credit for those long service line customers.

(c) Long Service Lines. In the case where the costs under Rule 5.5 are prohibitive and there is no reasonable prospect of further growth and development in the area, the Company may install a meter in the Company's right of way at its main nearest the customer's property with a written agreement between the Company and customer pursuant to Water Rule 5.4. The customer will extend the service line to this meter and will be solely responsible for service beyond the meter. Standards of service received by the customer will be determined at the metering point. In the event the Company's main is later extended to the customer's property line, the customer shall discontinue use of the long service line by paying all connection costs in the same manner as if the customer had not previously laid and received service via the long service line pursuant to Water Rule 5.4.b.

(d) Service Connection (Tap) Fee. This fee applies to all new residential, commercial, industrial, other public authority, and sale for resale customers. Fee amounts are listed in Sheet No. RS-6.

Terms and Conditions of Service
Section 3
Connecting, Reconnecting, and Terminating Service (continued)

(e) Temporary Connections. Water service provided on a temporary basis or for construction purposes will be metered and subject to the rate schedules applicable to regular water service. This includes the requirement to pay a monthly minimum bill. The applicant for a temporary connection will be charged the actual cost of all labor and materials furnished to tap mains, extend service, and set and remove meters. The customer using a temporary connection will be responsible for damage to the Company's meters by freezing or other causes.

(f) Prohibition on Cross Connections. 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 that is connected with any other source of water 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 that contains liquids, chemicals, or any other material. If such a connection is known or suspected and the customer refuses to allow an inspection of the piping, then the Company may withhold connecting service or disconnect service until the connection is removed or the customer demonstrates the lack of a connection. Customers may seek a waiver of this prohibition by installing appropriate Health Department-approved devices.

(g) Vending Bulk Sales. At vending machine locations, customers may purchase water by paying for the service at the vending machine or pay station. The customer must also provide their own hose to connect to the 2-inch service provided. The rate for this service is listed in Sheet No. RS-6.

3.2 Reconnecting Service

When it is necessary to discontinue water service to any premises on account of non-payment of any charges for water service, the reconnection charge listed in Sheet No. RS-6 will be applied. This charge will not apply where the Company has a disconnection agreement with a sewer utility and is entitled to collect a reconnection charge from the sewer utility for such reconnection for non-payment of sewer charges. This charge may be added to a past due balance and included in the outstanding balance under a deferred payment agreement.

MAY 02 2024 10:55 AM EXEC SEC DIV

Terms and Conditions of Service
Section 3
Connecting, Reconnecting, and Terminating Service (continued)

3.3 Terminating Service

(a) Service may be discontinued by the customer as provided for under Water Rule 4.7.

(b) Service may be discontinued and/or disconnected by the Company without notice:

1) For a condition determined by the Company to be hazardous.
2) In the event of illegal or unauthorized provision of service.
3) For molestation, damaging, tampering with, or in any manner improperly using any service pipe, meter, curb stop, or seal or other appliances of the Company.
4) For cross-connecting the Company's service pipe with any other source of supply or with any apparatus that may endanger the quality of the Company's supply.
5) For customer use of equipment in a manner that may adversely affect the Company's equipment or the Company's service to others.
(N) 6) For failure to install a backflow prevention assembly as required by the Company, provided that either no appeal has been made as provide for in West Virginia Code § 16-1-9 or the Company has prevailed on such an appeal.

(c) Service may be discontinued and/or disconnected by the Company with notice as provided for under Water Rule 4.8.a.:

1) For non-payment of the account when delinquent.
2) For non-payment of a private fire service account in the customer's name where the Company may disconnect the customer's water service but leave the private fire service connected.
3) For failure of the customer to comply with the terms of any deferred payment arrangements or installment plans.
4) For the use of water for any other purpose than that described in the application.
5) When the Company discovers that a customer has obtained unauthorized water service by fraudulent means or material misrepresentation.
6) For misrepresentation in an application as to the property or fixtures to be supplied.

(N) *Indicates new tariff provision*

10:55 AM EXEC SEC DIV

Terms and Conditions of Service
Section 3
Connecting, Reconnecting, and Terminating Service (continued)

7) For waste of water, including allowing a leak to run on the customer's side of the meter for longer than two billing periods after becoming aware of such leak.
8) For refusal to provide access at reasonable times to the Company's facilities as provided in Company Terms and Conditions of Service 4.1 (Sheet No. TC-4).
9) For any other violation of or refusal to comply with the Water Rules or these Company Terms and Conditions of Service.

End of Section 3

MAY 02 2024 10:55 AM EXEC SEC DIV

Terms and Conditions of Service
Section 4
Access to Property

4.1 All Company equipment, piping, and fixtures on the premises of customer will at all reasonable hours be subject to inspection by the Company or its authorized agents and employees. Agents and employees of the Company will, in the proper discharge of their duties, have access at all reasonable times to meters, service connections, and other properties owned by the Company on the customer's premises. The customer will maintain their premises in a reasonably safe condition and will keep all dogs and other animals under reasonable control for the purpose of providing such access free from hazard or threat of danger to Company agents and employees. If customer vehicles are parked on meter tiles or animals are present thus preventing access, then the Company shall give the customer at least 72 hours' notice to move the vehicle or animal and if not moved by the customer the Company may disconnect service. While preferable to disconnect at the meter, if the meter is blocked, the Company may disconnect service in a different location without further notice. If service is disconnected at a location other than the meter due to the Company's facilities being inaccessible due to customer blocking the facilities or taking an action preventing the Company from accessing its facilities, then the customer may have to pay the actual cost of having service reconnected in order to have service reconnected. Customers who build structures over Company owned property may be required to remove the structure or to pay for the relocation of the Company property.

4.2 Every Company employee whose duties include entering a customer's premises will wear a distinguishing uniform or insignia that identifies the employee as a Company employee, and will carry on his/her person an identification card identifying him/her as an employee of the Company and containing the employee's photograph, the telephone number of utility and other pertinent information.

End of Section 4

Terms and Conditions of Service
Section 5
Private Fire Service

5.1 The Company will require new customers who desire private fire protection service to install a separate service line to be used solely for private fire protection. The Company may require present customers who have only one line for domestic, commercial and/or private fire protection to install a separate line for the fire protection service.

5.2 All private fire protection connections will be made to the Company's water mains and other facilities as they exist at the time the connection is to be made, and will be based on the available water pressure and supply as determined by the flow test required under Water Rule 4.1.g.2. No service line will be installed of larger size than the main to which it is to be connected. Each fire protection service line will be made by the insertion of a tee or tapping sleeve in the Company's main and by the extension from the tee or sleeve of a line of that size as contracted for by the customer. A gate valve of the same size as the service line will be installed in the service line near to the Company's main. This valve is to be installed in a standard box of the type used by the Company for protecting and rendering access to its street valves. Just inside of the customer's wall, at the point where the pipe enters the building, an additional, easily accessible hand-operated valve will be installed.

5.3 Without written Company authorization, the customer will not permit water to be taken from a private fire hydrant for any purpose other than to extinguish fires or to test firefighting equipment. The Company may authorize the customer to permit the use of water from a private fire hydrant for another purpose, but only where the customer has first caused an approved backflow prevention device to be attached to the hydrant at the customer's cost. The Company may also require that such use be metered by a meter attached to the hydrant.

5.4 The Company will undertake to use reasonable care and diligence in order to prevent interruptions and fluctuations in service, but it cannot and does not guarantee that interruptions or fluctuations in service will not occur. The customer is entitled to receive, but only at times of fire, the supply of water that is then available at the point of connection, and no other or greater supply. The customer agrees that the Company will not be considered in any manner as an insurer of property or persons, or to have undertaken to extinguish fires or to protect any persons or property against loss or damage by fire or otherwise.

MAY 02 2024 10:55 AM EXEC SEC DIV

Terms and Conditions of Service
Section 5
Private Fire Service (continued)

5.5 The Company will not be held liable or responsible for any losses or damage resulting from fire or water that may occur due to the installation or operation of a private fire service system, the lack of water supply or pressure, or any leakage or flow of water from the private fire service system. The customer will indemnify, hold harmless, and defend the Company from all claims, loss, costs, or damage on account of injury to persons or damage to property occurring as a result of the installation, operation, performance, or existence of such private fire facilities, including but not limited to, injury to persons or damage to property by reason of fire, water, failure to supply water or pressure, or for any other cause whatsoever, to the extent that the injury or damage is the result of the intentional acts or negligence of the customer, its employees or agents.

5.6 The Company reserves the right to install at the Company's sole cost in the service line a meter or other type of measuring device acceptable for use in metering a fire service connection.

5.7 Upon a change in customer the obligations under the private fire service agreement and the payments for the continued service are assumed by the new customer.

End of Section 5

MAY 02 2024 10:55 AM EXEC SEC DIV

Terms and Conditions of Service
Section 6
Public Fire Service

6.1 Each public fire hydrant requested by a municipality, public service district or other governmental authority ("OPA customer") will be furnished, installed, inspected, and maintained by the Company.

6.2 The use of the public fire hydrant will be restricted to the taking of water for the extinguishing of above-ground fires. Water will not be taken from any fire hydrant for construction purposes, extinguishing underground fires, sprinkling streets, flushing sewers or gutters, or for any other use unless specifically permitted by the Company for the particular time and occasion. The Company may authorize in writing the use of a fire hydrant for purposes other than the extinguishment of fires, but only where the OPA customer has first caused an approved backflow prevention device to be attached to the hydrant at the OPA customer's cost. The Company may also require that such use be metered by a meter attached to the hydrant.

6.3 Whenever a change in location of a fire hydrant is ordered by the OPA customer, such change will be made at the expense of the OPA customer.

6.4 The Company will undertake to use reasonable care and diligence in order to prevent interruptions and fluctuations in service, but it cannot and does not guarantee that interruptions or fluctuations in service will not occur. The OPA customer is entitled to receive, but only at times of fire, the supply of water that is then available at the hydrant, and no other or greater supply. The OPA customer agrees that the Company is not considered in any manner an insurer of property or persons, or to have undertaken to extinguish fires or to protect any persons or property against loss or damage by fire, or otherwise.

6.5 The Company is not to be held liable or responsible for any losses or damage resulting from fire or water that may occur due to the installation of a public fire hydrant, the lack of water supply or pressure, or any leakage or flow of water from such hydrant. The OPA customer will indemnify, hold harmless, and defend the Company from all claims, loss, costs, or damage on account of injury to persons or damage to property occurring as a result of the installation, operation, performance, or existence of any public fire hydrant, including but not limited to, injury to persons or damage to property by reason of fire, water, failure to supply water or pressure, or for any other cause whatsoever, to the extent that the injury or damage is the result of the intentional acts or negligence of the OPA customer, its employees or agents.

MAY 02 2024 10:55 AM EXEC SEC DIV

Terms and Conditions of Service
Section 6
Public Fire Service (continued)

6.6 The OPA customer will notify the Company of each occasion on which a public fire hydrant is used so that the Company may be able to make a follow-up inspection. In addition, the OPA customer will provide the Company with the total estimated volume of water used on each occasion on which a public fire hydrant is used if such volume can be reasonably estimated.

6.7 The OPA customer agrees to provide any permits, rights-of-way, or easements required by the OPA customer relative to the installation or replacement of the requested fire hydrant(s).

6.8 Each OPA customer may order the installation of additional facilities for public fire service. These facilities may consist of additional fire hydrants on existing mains having an inside diameter of six (6) inches or larger and/or extensions or additions to the water system. The OPA customer will pay an annual charge equal to 24% of the cost of any facilities ordered and installed. This charge will be in twelve (12) equal monthly payments and will be in addition to the rate set forth on Sheet No. RS-4.

End of Section 6

MAY 02 2024 10:55 AM EXEC SEC DIV

Terms and Conditions of Service
Section 7
Billing and Collections

7.1 Customer billing, including for fire protection service, is monthly based on the days of service, classification and consumption.

7.2 When a meter reading is not available, an estimated bill will be rendered. If an estimated bill is rendered, then the bill will clearly be marked as an estimated bill.

7.3 Bills and notices will be mailed or delivered to the customer's last address in the Company's records. A customer's failure to receive a bill or notice does not extend the time of payment or relieve the customer from the obligation of making payment by the due date or from the consequences of non-payment by that date. Customers are responsible for keeping their mailing address current.

7.4 A service charge in the amount set forth in Sheet No. RS-6 will be imposed on any customer whose check for payment of charges is returned by the customer's bank due to insufficient funds.

7.5 The customer will be liable for all charges for water service until the Company has terminated service at the customer's instruction or until the date upon which a new tenant moved in or a new owner purchased the property.

7.6 The Company may offer paperless billing options and customers who opt in to such programs will receive bills via the method they select and such bills will have the same effect as if mailed under the Water Rules. The Company may send bills without a return envelope to customers enrolled in any automatic payment system offered by the Company.

End of Section 7

MAY 02 2024 10:55 AM EXEC SEC DIV

Terms and Conditions of Service
Section 8
Water Theft

8.1 No person, other than a Company employee, shall enter into a meter pit, turn water service on or off, break seals, or disconnect meters, unless the Company has specifically authorized that person in writing to do so. If any person takes such action without Company authorization, that person will be liable for any damages that may result from that action.

8.2 State law prohibits the unauthorized use of water and tampering with or damaging of the Company's utility property. Accordingly, the Company reserves the right to notify local law enforcement and/or the prosecuting attorney having jurisdiction of any instance of unauthorized use of water or tampering with or damaging utility property.

8.3 Costs and charges, including estimates of usage stolen, will be assessed to persons who engage in water theft. The Company may pursue all remedies available at law. Water theft may also result in the termination of service.

End of Section 8

MAY 02 2024 10:55 AM EXEC SEC DIV

Terms and Conditions of Service
Section 9
Liability of Company (continued)

9.1 The Company will use reasonable diligence in attempting to furnish a regular and uninterrupted supply of clean, potable water, but the Company does not guarantee uninterrupted service. The Company reserves the right, at any time and without notice, (i) to shut off or limit the flow of water in its mains, treatment, and storage facilities; (ii) to issue or request the issuance of a boil water, conservation, curtailment, restriction of use, or other notice under appropriate circumstances governed by the water quality and health regulations applicable to the Company; or (iii) otherwise to instruct customers and other water users to limit or modify their use of water to enable the Company to make repairs, improvements, and extensions, or to respond to emergency events or system conditions.

9.2 The Company shall not be liable for damages or injury to person or property in the event such supply is interrupted, or fails by reason of act of God, the public enemy, accidents, labor disputes, orders or acts of civil or military authority, breakdowns or injury to the machinery, water treatment plant, distribution facilities or other equipment or facilities of the Company, extraordinary repairs, or any other occurrences beyond the Company's control, or any act of the Company to interrupt service to any customer whenever such interruption is necessary in the Company's judgment to prevent or limit any disturbance on the water system of the Company or any water system interconnected with the Company or to ensure the safety of the public or the Company's employees or contractors.

End of Section 9

MAY 02 2024 10:56 AM EXEC SEC DIV

Terms and Conditions of Service
Section 10
Non-Payment of Sewer Bills

10.1 Water service may be discontinued and/or disconnected for non-payment of sewer charges due a municipality, public service district, or sewer authority whose customers are served by the Company. Any discontinuance and/or disconnection of water service due to non-payment of sewer charges shall require the sewer service provider to pay to the Company certain fees set forth in the water termination agreements between the Company and the sewer service provider.

10.2 Whenever water service to a specified customer or premises subject to a written request for termination by the sewer service provider has already been terminated for other reasons, all future actions regarding reconnection of service shall be governed by the specific water termination agreement between the Company and the sewer service provider.

End of Section 10

MAY 02 2024 10:56 AM EXEC SEC DIV

Terms and Conditions of Service
Section 11
Standby Service

11.1 Applicability. This rate is available to any commercial and industrial customers who fit the definition of a Standby Service Customer throughout the territory served by the Company.

11.2 Definitions. For purposes of this Section 11, the following definitions apply:

(a) "Alternative Source of Supply" means any external or internal source of water supply other than water supplied by the Company, or any upgrade or modification to increase the capacity of an alternative source of supply placed in service after December 31, 2001 that, in either case, gives the customer an aggregate available average capacity of 100,000 gallons of water per day.

(b) "Excess Demand Charge" means, with respect to any Excess Standby Event, a charge equal to the difference between the actual maximum day usage of Standby Water used during the Excess Standby Event and the Maximum Day Demand Requirement last nominated by or for the Standby Service Customer, multiplied by the applicable demand charge and further multiplied by the number of months (not to exceed six months) since the Standby Service Customer's most recent nomination or, if no renomination has been made, since the beginning of the standby service agreement.

(c) "Excess Standby Event" means any Standby Event during which the amount of Standby Water used by the Standby Service Customer exceeds its existing Maximum Day Demand Requirement.

(d) "Existing Alternative Source" means any Alternative Source of Supply actually used and operated by or on behalf of a customer of the Company on December 31, 2001.

(e) "Existing Alternative Source Customer" means an existing large commercial or industrial customer of the Company that has an Existing Alternative Source.

(f) "Maximum Day Demand Requirement" means, with respect to any nomination or renomination made or deemed made pursuant to Sections 11.3(b), (c), (d), or (f) below, the maximum day demand of Standby Water nominated by or for the Standby Service Customer.

(g) "Non-Standby Water" means any water of the Company used by a Standby Service Customer or an Existing Alternative Source Customer on a regular basis in the normal course of its operations as reasonably determined by the Company.

MAY 02 2024 10:56 AM EXEC SEC DIV

Terms and Conditions of Service
Section 11
Standby Service (continued)

(h) "Standby Event" means any period during which a Standby Service Customer uses water provided by the Company (other than Non-Standby Water) because the availability of water from the Standby Service Customer's Alternative Source of Supply has been interrupted or curtailed, including but not limited to any situation in which an Alternative Source of Supply is taken off line for maintenance or repair of the Alternative Source of Supply itself or other components of the Standby Service Customer's operations.

(i) "Standby Service Customer" means (i) a new or prospective large commercial or industrial customer that has an Alternative Source of Supply; (ii) an existing large commercial or industrial customer that does not have an Existing Alternative Source but that thereafter develops or obtains an Alternative Source of Supply; and (iii) an Existing Alternative Source Customer that, through the development of another Alternative Source of Supply or an upgrade or modification to the capacity of its Existing Alternative Source or both, increases the total monthly capacity of its Alternative Source(s) of Supply and consequently reduces its monthly purchases of water from the Company from the average monthly usage over the six-month period preceding the month during which the additional Alternative Source of Supply or the upgrade or modification of the Existing Alternative Source is placed into service. Any successor-in-interest to the ownership or operation of an Alternative Source of Supply (including to the ownership or operation of an upgraded or modified Existing Source of Supply as described in clause (iii) of the preceding sentence) shall also be deemed a Standby Service Customer.

(j) "Standby Water" means, as the context requires, (i) any water expected to be provided by the Company to a Standby Service Customer during an expected Standby Event in excess of the average daily amount of Non-Standby Water expected to be used during the expected Standby Event, or (ii) any water actually provided by the Company to a Standby Service Customer during an actual Standby Event in excess of the average daily amount of Non-Standby Water, if any, used during the 30-day period preceding the beginning of the Standby Event.

MAY 02 2024 10:56 AM EXEC SEC DIV

Terms and Conditions of Service
Section 11
Standby Service (continued)

11.3 Terms and Conditions

(a) Standby service will be available on a firm basis only.

(b) Each Standby Service Customer shall notify the Company in writing on a form to be furnished by the Company within ten days of the in-service date of its Alternative Source of Supply or an upgrade or modification of an Existing Source of Supply and shall therein make application for standby service if it wishes to remain connected to the Company's water system or to remain a Company customer. The notification shall include the maximum day capacity of each Alternative Source of Supply and the Standby Service Customer's nomination of its Maximum Day Demand Requirement. The nomination of the Maximum Day Demand Requirement shall be at the Standby Service Customer's discretion and the Standby Service Customer may make a renomination on that basis as provided in Section 11.3(c) below, but the Company shall have no obligation to guarantee service above the nominated levels. Each Standby Service Customer that increases the aggregate capacity of its Alternative Source(s) of Supply, through the upgrade or modification of an Existing Alternative Source or the development of another Alternative Source of Supply or both, shall likewise notify the Company of the increase in its aggregate additional capacity within ten days of the in-service date of the upgrade or modification of the Existing Alternative Source or the additional Alternative Source of Supply.

(c) Upon its acceptance and execution by the Company, the application shall become the standby service agreement between the Company and the Standby Service Customer. The term of a standby service agreement shall be ten years from the date of acceptance and execution by the Company or another reasonable term agreed to by the Standby Service Customer and the Company. Except as provided in the last sentence of Section 11.3(f) below, the Standby Service Customer may renominate its Maximum Day Demand Requirement on each anniversary date of the agreement.

(d) Any customer that retains a connection to the Company's system but that fails to notify Company as required in Section 11.3(b) above shall nonetheless be deemed a Standby Service Customer as though an application for standby service had been made and accepted by the Company. In this case, the Company shall nominate the Standby Service Customer's Maximum Day Demand Requirement by determining the average day demand based on the capacity of the Standby Service Customer's Alternative Source of Supply and then calculating the maximum day demand with reference to the ratio between that figure and average day demand for industrial customers established in the Company's most recent customer class demand study.

MAY 02 2024 10:56 AM EXEC SEC DIV

Terms and Conditions of Service
Section 11
Standby Service (continued)

(e) To the extent possible, each Standby Service Customer shall (i) make written notification to the Company of its intention to obtain Standby Water from the Company as soon as practicable, (ii) provide with that notice the expected daily quantities of Standby Water and the expected duration of the Standby Event, and (iii) provide to the Company within 30 days of the beginning of the Standby Event a written description of the cause of the interruption or curtailment of its Alternative Source(s) of Supply that occasioned the Standby Event. Each Standby Service Customer shall make written notification to the Company of its intention to cease obtaining Standby Water from the Company and the anticipated end of each Standby Event.

(f) In the case of an Excess Standby Event, (i) the Standby Service Customer's actual usage of Standby Water during the Excess Standby Event shall be the basis for the Company's determination of the Standby Service Customer's new Maximum Day Demand Requirement for a period of twelve months beginning with the month next following the month during which the Excess Standby Event occurred, at the end of which period the Standby Service Customer shall have the opportunity to renominate its Maximum Day Demand Requirement; and (ii) the Standby Service Customer shall pay an Excess Demand Charge, at its election, either (x) in a lump sum during the month next following the month during which the Excess Standby Event occurred, or (y) in equal monthly installments over a period to be selected by the customer not to exceed 24 months, together with a monthly carrying charge of 8% per annum on the outstanding balance. The Standby Service Customer shall forfeit its right to annual renomination described in Section 11.3(c) above during the period described in clause (i) of the first sentence of this Section 11.3(f) and shall thereafter be entitled to annual renomination on each anniversary of the end of the twelve-month period described in such clause.

(g) Each Standby Service Customer shall pay the Company the cost, including installation, of all metering equipment, including meter interface units, that the Company, in its judgment, determines to be necessary to properly implement this standby service tariff and to monitor the Standby Service Customer's compliance with its terms and conditions.

MAY 02 2024 10:56 AM EXEC SEC DIV

Terms and Conditions of Service
Section 11
Standby Service (continued)

(h) All Non-Standby Water provided to a Standby Service Customer will be billed pursuant to the Company's general tariff. A Standby Service Customer or an Existing Alternative Source Customer may at any time inform the Company that it intends to increase its use of Non-Standby Water due to an expected increase in the size, scope or pace of its operations or a change in its processes or procedures that will require the Standby Service Customer or Existing Alternative Source Customer to take more Non-Standby Water. If such a notification is made and is accompanied by such information to the Company as it may reasonably request to demonstrate that the requested increase is not attributable to an expected interruption or curtailment of an Alternative Source of Supply, the subsequent increased usage by the Standby Service Customer or Existing Alternative Source Customer will be considered to be Non-Standby Water and will not be subject to the standby service tariff.

11.4 Rate. Each Standby Service Customer shall pay to the Company service charges, demand charges and consumption charges, calculated as provided in Sheet No. RS-6, Section 6.8.

End of Section 11

MAY 02 2024 10:56 AM EXEC SEC DIV

Terms and Conditions of Service
Section 12
Demand-Based Sale for Resale Service

12.1 Applicability. Applicable in the entire territory served under this tariff, except in those areas that do not meet the requirements set forth in Section 12.2(d) below.

12.2 Availability. This tariff is available to an existing customer that currently purchases water from the Company for resale and to a new applicant that produces a significant portion of the water that it provides to its customers and that:

(a) enters into Service Agreement;
(b) during the original and any renewal terms of the Service Agreement, agrees to maintain a daily load factor satisfactory to the Company;
(c) has a viable competitive alternative to service from the Company or for the water that it produces and intends to select that alternative to the detriment of the Company and its other customers;
(d) seeks service in a service area of the Company in which Company has sufficient available treatment plant, transmission and distribution capacity to (i) meet the agreed upon service under the Service Agreement and (ii) meet the Company's peak requirements in that area as well; and
(e) agrees to take or pay for a specific level of monthly usage under this tariff as provided in the Service Agreement.

12.3 Documentation and Support for Eligibility for Tariff. The Company will require documentation and support, to the Company's satisfaction, to establish eligibility for this tariff based on the existence of a competitive alternative to the Company's service. Such documentation and support must include, but is not limited to, an affidavit of the customer or new applicant or, if the customer or new applicant is a corporation, an affidavit of one or more of its officers, satisfactory accounting and engineering data or information from any contractor supporting the bona fide nature of the competitive alternative, or if the competitive alternative is another water supplier, evidence of the other supplier' s capacity to provide water service and its commitment to provide water service at a specific contract or established tariff rate.

MAY 02 2024 10:56 AM EXEC SEC DIV

Terms and Conditions of Service
Section 12
Demand-Based Sale for Resale Service (continued)

12.4 Rate. The rate(s) to be charged a qualifying customer or new applicant under this tariff will be as set forth in the Service Agreement, provided, however, that such rate(s): (I) shall not exceed the Maximum Rate of the Company's then current Wholesale/Sale for Resale tariff rate (Sheet No. RS-2) as approved from time to time by the Commission; (2) shall not be less than the Minimum Rate; and (3) shall be subject to an Escalation Clause, as hereafter defined.

(a) Maximum Rate: The Maximum Rate shall be the charges specified in the Company's then-current Wholesale/Sale for Resale tariff rate (Sheet No. RS-2).

(b) Minimum Rate: The Minimum Rate shall be sufficient to recover: (I) the Production Cost of Water as defined herein; (2) the fixed costs (depreciation and pre-tax return) associated with all new facilities added to serve the customer; and (3) some portion of the fixed costs of the Company's other facilities. For purposes of this rider, the Production Cost of Water shall be the variable cost the Company incurs to produce additional treated water, which consists of expenses for electric power, chemicals, waste disposal and purchased water.

12.5 Escalation Clause. The rate set forth in the Service Agreement shall be subject to an Escalation Clause, during the original and any renewal terms of the Service Agreement, based upon changes in published price indices as measured every two years under the Service Agreement as reflected in the published Consumer Price Index as set forth in the publication Value Line.

12.6 Filing of the Service Agreement. The Service Agreement entered into between the Company and a qualifying existing customer or new applicant under this tariff shall be filed with the Commission pursuant to the provisions of West Virginia Code §24-2-12 within fifteen (15) days of its execution. If the Commission alters or amends the Service Agreement, the Company and the existing customer or new applicant shall not be required to perform there under unless the Company and the existing customer or new applicant each specifically agree to the altered or amended version of the Service Agreement.

End of Section 12

MAY 02 2024 10:56 AM EXEC SEC DIV

Terms and Conditions of Service
Section 13
Special Reduced Rate Residential Service (SRRRS)

13.1 General Terms

(a) Pursuant to W. Va. Code §24-2A-5, this Special Reduced Rate Residential Service ("SRRRS") tariff schedule is available to all current residential service (RS) customers and prospective RS customers who present to the Company satisfactory proof that the customer is receiving:

(1) Social Security Supplemental Security Income (SSI),
(2) Temporary Assistance for Needy Families (TANF),
(3) Temporary Assistance for Needy Families-Unemployed Parent Program (TANF-UP), or
(4) Assistance from the Supplemental Nutrition Assistance Program (SNAP) if they are sixty years of age or older.

(b) Any customer desiring to qualify for service under the SRRRS tariff schedule shall send by US mail or other form of delivery to the Company's Charleston, WV office an application completed in accordance with rules adopted by the West Virginia Department of Health and Human Resources (WVDHHR). Provided, if an SSI, TANF, TANFUP or SNAP recipient is living in a household that is served under the name of a person who is not an SSI, TANF, TANF-UP or SNAP recipient, that service may not be changed or have been changed subsequent to July 1, 2012 to the name of the SSI, TANF, TANF-UP or SNAP recipient in order to qualify for service under the SRRRS tariff schedule. Provided, further that the Company shall not reject an application for service under the SRRRS tariff schedule on the basis that the customer is not a recipient of SSI, TANF, TANF-UP or SNAP when said customer is:

(1) A member of the support group or payment group receiving aid under TANF or TANF-UP, as determined by WVDHHR; or
(2) A member of the support group or payment group receiving SNAP, as determined by WVDHHR, and is over sixty (60) years of age; or
(3) The spouse of a person who is over sixty (60) years of age and a recipient of SNAP; or
(4) The spouse of a person who receives SSI; or
(5) Otherwise determined to be eligible to receive service under the SRRRS tariff schedule.

MAY 02 2024 10:56 AM EXEC SEC DIV

Terms and Conditions of Service
Section 13
Special Reduced Rate Residential Service (SRRRS) (continued)

In determining whether a customer qualifies to receive service under the SRRRS tariff schedule, the Company is entitled to rely on the information which is provided to it directly or indirectly by WVDHHR.

13.2 Applicable Rates

(a) The service to eligible customers will be billed under the Company's current applicable tariffs for all residential service rendered on a monthly basis less a credit of 20% before application of local taxes as provided for by West Virginia Code §24-2A-5. The Company shall apply all relevant and applicable requirements and conditions of W. Va. Code §24-2A-5 and all other requirements of the rules and regulations and terms of conditions of service of the Company's West Virginia P.S.C. Tariff and the SRRRS tariff schedule, as amended from time to time.

(b) The SRRRS tariff schedule shall apply to any charges based on water usage during the periods in which a customer is eligible to receive service under such tariff schedule. Minimum bills for qualified customers will be discounted under the SRRRS tariff. Surcharges not based on water usage, disconnection fees, reconnection fees, tap fees and similar charges shall not be discounted.

(c) After any period during which a customer does not receive water service under the SRRRS tariff schedule, that customer must reapply in order to resume receiving service under the SRRRS tariff schedule.

(d) The Company shall use due diligence to reflect applicable SRRRS charges on the bills it renders to customers qualified to receive service under such tariff schedule. However, the Company shall not be required to alter the timing of its meter-reading or billing schedules, but it may make adjustment to subsequent bills to correct billing errors or to reflect the initiation, continuation or termination of service under the SRRRS tariff schedule.

MAY 02 2024 10:56 AM EXEC SEC DIV

Terms and Conditions of Service
Section 13
Special Reduced Rate Residential Service (SRRRS) (continued)

13.3 Certification of Revenue Deficiency. No more than twice per year the Company may make application to the Commission for a determination and certification of the revenue deficiency which it has experienced as a result of offering service under the SRRRS tariff schedule instead of under the Company's standard residential rates. Each such application should contain sufficient information to enable the Commission to determine the revenue deficiency experienced by the Company. This information shall include a comprehensive monthly report of the Company's disposition of the applications received and the resulting revenue deficiency for each month and a summary report for the entire certification period. All information submitted for determination and certification of the Company's revenue deficiency shall be verified by the Company to be true and accurate to the best of its knowledge and information. Each determination and certification by the Commission of a revenue deficiency shall be issued in the form of a final order.

13.4 Notice to Customers

The Company shall provide notice of the availability of service under the SRRRS tariff schedule at least once per year by bill message or bill insert. Such notice will advise the Company's customers that detailed information on eligibility may be obtained from the WVDHHR and/or this tariff.

End of Section 13

MAY 02 2024 10:56 AM EXEC SEC DIV

Terms and Conditions of Service
Section 14
Residential Customer Security Deposits

14.1 Each applicant for residential water service (whether a new or prior customer) will be considered on an individual basis to determine whether that customer will be required to provide a security deposit under Water Rule 4.2, *et seq.*

14.2 In determining whether an applicant will be required to post a deposit, the Company may require the applicant to complete an application form containing, among other things, the name of applicant's employer, the place of employment, the length of employment, and a consent for the Company to contact any person or employer named in the application to verify the accuracy of any information given.

14.3 No applicant for residential service shall be required to post a deposit as a condition precedent of the rendering of service except:

(a) Persons who have been delinquent in paying their water bills to the Company for a period in excess of 45 days within the last six years or who have had water service disconnected one or more times for non-payment.

(b) New customers who cannot demonstrate upon a detailed application form that:

(1) they are on active duty with the Armed Services; or
(2) they have been regularly employed for the 12 months prior to application; or
(3) they are homeowners; or
(4) they have been students in an accredited high school, trade school, college or university for two academic years out of the three years prior to the application and have accepted employment with a recognized financially responsible local employer; or
(5) they are retired or disabled and entitled to a social security or government pension; or
(6) they can supply the Company with a co-signer or guarantor who can meet any of the above criteria except (4) and (5).

14.4 There shall be a detailed application form setting forth in plain language the criteria necessary to receive service without posting a deposit.

14.5 If a customer service representative evaluates a customer's application for service and determines that the customer must post a deposit, the customer service representative shall review with the customer all criteria which determine whether a customer is eligible for service without posting a deposit.

MAY 02 2024 10:56 AM EXEC SEC WV

Terms and Conditions of Service
Section 14
Residential Customer Security Deposits (continued)

14.6 After this review, if a customer service representative determines that the customer will be required to post a deposit, the customer service representative shall inform the customer of his right to obtain and present to the Company satisfactory proof that he is eligible for service without posting a deposit.

End of Section 14

MAY 02 2024 10:56 AM EXEC SEC DIV

Terms and Conditions of Service
Section 15
Budget Billing Plan

15.1 All residential customers shall have the option of paying bills under the Company's Budget Billing Plan ("BBP"), whereby the total service for the succeeding twelve (12) month period is estimated in advance: and bills are rendered monthly on the basis of one twelfth (1/12) of the twelve (12) month estimate.

15.2 The twelve (12) month estimate will be calculated by applying the current applicable rates to the most recent twelve (12) months of consumption history tied to the customer's meter. For those customers where fewer than twelve (12) months of data are available, the twelve (12) month estimate will be based on the customer's actual available usage for prior billing periods. In the event there is no actual usage for the prior billing periods, the twelve (12) month estimate will be calculated by applying the current applicable rates to the average annual consumption for customers in the same customer class within the same meter reading route and under the same rate schedule. The Company may at any time during the twelve (12) month period recalculate the budget amount and adjust the estimate to more nearly conform with the customer's actual consumption patterns.

15.3 The Company will notify the customer of any change in the BBP amount by placing a bill message on the bill sent to the customer prior to such change becoming effective.

15.4 At the end of each BBP twelve (12) month period, the Company will calculate the difference between the BBP estimate for such period and the actual amount due for services rendered during that period to determine the amount due to or from the customer. The amount due will be added to, or subtracted from, the last month's budgeted bill amount for the applicable BBP twelve (12) month period. If the difference is a credit to the customer larger than the last month's bill amount, it will be applied to the customer's account as a credit against future water charges.

15.5 At the end of each BBP twelve (12) month period, a new BBP estimate will automatically be created for the succeeding twelve (12) month period. The Company will notify the BBP customers in writing of a revised monthly budget amount at least ten (10) days before the initial monthly bill for the next BBP twelve (12) month period becomes due. If the customer opts out of the BBP at any time, payment of the total actual charges incurred to date will be due.

MAY 02 2024 10:56 AM EXEC SEC DIV

Terms and Conditions of Service
Section 15
Budget Billing Plan (continued)

15.6 Customers with past due balances or enrolled in an installment payment plan will not be eligible to participate in BBP. If a customer fails to pay bills as rendered under the BBP, the Company may withdraw the customer from the BBP and restore the customer to standard billing practices. The BBP is available for individual customer accounts and not to customers receiving one bill for multiple accounts. All customers, including those participating in the BBP remain subject to all applicable Company tariffs and Commission rules and regulations.

End of Section 15

Rates and Charges
Section 1
Residential, Commercial, and Industrial Service (continued)

APPLICABILITY

Applicable in the Company's entire service territory.

(C) **AVAILABILITY**

Available for residential, commercial, OPA and industrial service.

RATE

(I)	First	1,500	gallons used per month at the minimum charge	
(I)	Next	28,500	gallons used per month $21.5274 per 1,000 gallons	
(I)	Next	870,000	gallons used per month $14.1530 per 1,000 gallons	
(I)	Next	8,100,000	gallons used per month $10.3076 per 1,000 gallons	
(I)	All over	9,000,000	gallons used per month $ 6.5846 per 1,000 gallons	

MINIMUM CHARGE

For each meter size listed below, the minimum bill is listed below:

(I)	3/4-inch meter or less*	$ 48.54	per month
(I)	1 inch meter	$ 118.87	per month
(I)	1-1/2-inch meter	$ 236.09	per month
(I)	2 inch meter	$ 376.90	per month
(I)	3 inch meter	$ 705.30	per month
(I)	4 inch meter	$ 1,174.42	per month
(I)	6 inch meter	$ 2,347.30	per month
(I)	8 inch meter	$ 3,754.76	per month

* All new residential customers will be served through a 5/8" meter unless the Company determines that a larger meter is reasonably necessary. This restriction does not apply to residential meters currently in service. For customers having multiple meter settings, the minimum charge will be sum of the minimum charges for each of the individual meters.

(I) UNMETERED/UNMEASURED CHARGE

In the event the customer's/user's water supply in the Company's service territory formerly known as Jefferson Utilities, Inc.is unmetered or otherwise unmeasurable by the Company, a flat rate of $113.13 per month shall be charged (based on 4,500 gallons used per month).

(I) Indicates Increase in Rates

MAY 02 2024 10:57 AM EXEC SEC DIV

Rates and Charges
Section 1
Residential, Commercial, and Industrial Service (continued)

(C) Both the minimum charge and the volumetric rate for usage in excess of the usage amount included in the minimum charge are subject to application of the DSIC Rate Component in the percentages specified in Sheet No. RS-7.

(C) *Indicates change in text*

Rates and Charges
Section 1
Residential, Commercial, and Industrial Service

APPLICABILITY

(C) Applicable within the Company's entire service territory to eligible residential customers who qualify for Special Reduced Rate Residential Service (SRRRS) rates and residential customers who verify an annual household income at or below 200 percent of the federal poverty level (FPL) as defined by the Commission. Such customers will also receive a 20% discount as established by the Commission's February 27, 2026 Order in Case Nos. 25-0426-W-42T & 25-0428-S-42T. Those customers qualifying for SRRRS rates will also receive an additional 20% discount as described on Sheets TC-13, TC-13A, & TC-13B. Such discounts are not reflected in the rates below.

AVAILABILITY

Available for residential customers only.

RATE

	First	1,500	gallons used per month	at the minimum charge
(I)	Next	28,500	gallons used per month	$ 16.8588 per 1,000 gallons
(I)	Next	870,000	gallons used per month	$ 11.0836 per 1,000 gallons
(I)	Next	8,100,000	gallons used per month	$ 8.0721 per 1,000 gallons
(I)	All over	9,000,000	gallons used per month	$ 5.2504 per 1,000 gallons

MINIMUM CHARGE

For each meter size listed below, the minimum bill is listed below:

(I)	3/4-inch meter or less*	$ 38.01	per month
(I)	1 inch meter	$ 93.09	per month
(I)	1-1/2-inch meter	$ 184.89	per month
(I)	2 inch meter	$ 295.14	per month

* All new residential customers will be served through a 5/8" meter unless the Company determines that a larger meter is reasonably necessary. This restriction does not apply to residential meters currently in service. For customers having multiple meter settings, the minimum charge will be sum of the minimum charges for each of the individual meters.

(I) UNMETERED/UNMEASURED CHARGE

In the event the customer's/user's water supply in the Company's service territory formerly known as Jefferson Utilities, Inc.is unmetered or otherwise unmeasurable by the Company, a flat rate of $76.21 per month shall be charged (based on 4,500 gallons used per month.

MAY 02 2024 10:57 AM EXEC SEC DIV

Rates and Charges
Section 1
Residential, Commercial, and Industrial Service

(N) Both the minimum charge and the volumetric rate for usage in excess of the usage amount included in the minimum charge are subject to application of the DSIC Rate Component in the percentages specified in the Sheet No. RS-7.

(N) *Indicates new tariff provision*

Rates and Charges
Section 2
Wholesale/Sale for Resale Service

APPLICABILITY

Applicable in entire Company service areas.

AVAILABILITY

Available for wholesale/sale for resale service.

RATE

(I)	First	1,500	gallons used per month at the minimum charge
(I)	Next	28,500	gallons used per month $21.5274 per 1,000 gallons
(I)	Next	870,000	gallons used per month $14.0404 per 1,000 gallons
(I)	Next	8,100,000	gallons used per month $ 10.7831 per 1,000 gallons
(I)	All over	9,000,000	gallons used per month $ 7.5999 per 1,000 gallons

MINIMUM CHARGE

For each meter size listed below, the minimum bill is listed below:

(I)	3/4-inch meter or less*	$ 48.54	per month
(I)	1 inch meter	$ 118.87	per month
(I)	1-1/2-inch meter	$ 236.09	per month
(I)	2 inch meter	$ 376.90	per month
(I)	3 inch meter	$ 705.30	per month
(I)	4 inch meter	$ 1,174.42	per month
(I)	6 inch meter	$ 2,347.30	per month
(I)	8 inch meter	$ 3,754.76	per month

For customers having multiple meter settings, the minimum charge will be sum of the minimum charges for each of the individual meters.

Both the minimum charge and the volumetric rate for usage in excess of the usage amount included in the minimum charge are subject to application of the DSIC Rate Component in the percentages specified in Sheet No. RS-7.

(I) *Indicates increase in rates*

Issued: April 9, 2026 by Final Orders of the Public Service Commission of West Virginia in Case No 25-0426-W-42T & 25-0428-S-42T dated February 27, 2026 & March 5, 2026.

Effective: March 1, 2026

West Virginia-American Water Company By: Scott Grace

Scott T. Grace, Director Rates & Regulatory Support

Rates and Charges
Section 3
Private Fire Service

APPLICABILITY

Applicable in the Company's entire service territory except the Company's service territories formerly known as Jefferson Utilities.

AVAILABILITY

Available for private fire service.

RATE

Where connections, hydrants, sprinklers, etc., on private property are maintained by consumer:

		Per Annum
(I)	2-inch Service Line with hydrants, sprinklers, and/or hose connections----------	$ 195.43
(I)	3-inch Service Line with hydrants, sprinklers, and/or hose connections----------	444.24
(I)	4-inch Service Line with hydrants, sprinklers, and/or hose connections----------	780.03
(I)	6-inch Service Line with hydrants, sprinklers, and/or hose connections----------	1,977.26
(I)	8-inch Service Line with hydrants, sprinklers, and/or hose connections----------	3,242.51
(I)	10-inch Service Line with hydrants, sprinklers, and/or hose connections----------	5,752.67
(I)	12-inch Service Line with hydrants, sprinklers, and/or hose connections----------	8,061.40

These rates are payable monthly in advance.

These rates are subject to application of the DSIC Rate Component in the percentages specified in Sheet No. RS-7.

(I) *Indicates increase in rates*

Rates and Charges
Section 3
Private Fire Service (continued)

APPLICABILITY

Applicable within the Company's service territory formerly known as Jefferson Utilities.

AVAILABILITY

Available for private fire service.

RATE

Where connections, hydrants, sprinklers, etc., on private property are maintained by consumer:

		Per Annum
(I)	2-inch Service Line with hydrants, sprinklers, and/or hose connections----------	$ 145.76
(I)	3-inch Service Line with hydrants, sprinklers, and/or hose connections----------	291.51
(I)	4-inch Service Line with hydrants, sprinklers, and/or hose connections----------	583.03
(I)	6-inch Service Line with hydrants, sprinklers, and/or hose connections----------	1,457.57
(I)	8-inch Service Line with hydrants, sprinklers, and/or hose connections----------	2,429.29
(I)	10-inch Service Line with hydrants, sprinklers, and/or hose connections----------	4,858.58
(I)	12-inch Service Line with hydrants, sprinklers, and/or hose connections----------	6,939.96

These rates are payable monthly in advance.

These rates are subject to application of the DSIC Rate Component in the percentages specified in Sheet No. RS-7.

(C) *Indicates change in text*
(I) *Indicates increase in rates*

Issued: October 9, 2025 by Final Order of the Public Service Commission of West Virginia in Case No. 22-0796-WS-PC, et al. dated May 26, 2023.

Effective: October 4, 2025

West Virginia-American Water Company By: Scott Grace
Scott T Grace, Director Rates & Regulatory Support

West Virginia-American Water Company

First Revision of Original Sheet No. RS-4
Canceling
Original Sheet No. RS-4
P.S.C. W.Va. No. 2

MAY 02 2024 10:59 AM EXEC SEC DIV

Rates and Charges
Section 4
Public Fire Service (Selected Municipalities)

APPLICABILITY

Applicable for selected municipalities listed below.

AVAILABILITY

Available for public fire service.

RATE

Each municipality shall pay an annual public fire service charge as set forth below payable in twelve (12) equal monthly payments. This charge covers all water system facilities existing at July 6, 1981, which are used in whole or in part for public fire service. This charge is not subject to the DSIC rate component shown in Sheet No. RS-7.

MUNICIPALITY	ANNUAL CHARGES
Barboursville	$ 1,200*
Belle	1,267
Bluefield	21,406
Charleston	152,550
Chesapeake	1,734
Danville	120
Dunbar	12,087
Gassaway	1,081
Hamlin	652
Handley	856
Hinton	2,890
Huntington	83,000*
Madison	2,287
Marmet	1,852
Montgomery	4,472
Nitro	12,228
Oak Hill	10,135
Poca	505
Princeton	10,797
South Charleston	24,516
Sutton	1,016
Weston	5,737

Calculated for existing facilities May 28, 1981

Issued March 7, 2022 by Final Order of the Public Service Commission of West Virginia in Case No. 21-0369-W-42T, 21-0370-S-42T dated February 24, 2022

Effective: February 25, 2022

West Virginia-American Water Company By: Christina Chard

Dr. Christina E. Chard, Director Rates & Regulatory Support

Rates and Charges
Section 5
Tax Surcharges

Municipal Business and Occupation Tax Surcharge (W. Va. Code §§ 8-13-5, 11-13-2d)

APPLICABILITY

Applicable in municipalities imposing a business and occupation tax.

The following municipalities impose a business and occupation tax on gross income derived by water utilities (other than municipally-owned water utilities) from water sales to customers within the municipality's corporate limits. For each municipality listed, the tax surcharge level is the municipality's tax rate (shown in the first column below), adjusted for the incremental impact of West Virginia business and occupation tax. The second column below shows the effective tax surcharge rate. This tax surcharge applies only to customers in the municipalities listed below.

		Local Tax Rate -- Water Sales	Surcharge Rate -- Water Sales
	Ansted	0.0400	0.04367
	Bancroft	0.0200	0.02137
	Barboursville	0.0200	0.02137
	Belle	0.0400	0.04367
	Bluefield	0.0375	0.04083
	Buffalo	0.0400	0.04367
	Charleston	0.0400	0.04367
	Cedar Grove	0.0300	0.03240
	Chesapeake	0.0400	0.04367
	Clendenin	0.0400	0.04367
(I)	Danville	0.0200	0.02137
	Dunbar	0.0400	0.04367
	Eleanor	0.0400	0.04367
	East Bank	0.0400	0.04367
	Fayetteville	0.0200	0.02137
	Gassaway	0.0400	0.04367
	Glasgow	0.0200	0.02137
	Handley	0.0400	0.04367
	Hinton	0.0400	0.04367
	Huntington	0.0400	0.04367
	Hurricane	0.0225	0.02410
	Madison	0.0220	0.02355
	Marmet	0.0400	0.04367
	Montgomery	0.0300	0.03240

(I) *Indicates increase in rates*

Rates and Charges
Section 5
Tax Surcharges

MAY 02 2024 10:59 AM EXEC SEC DIV

	Nitro	0.0400	0.04367
	Oak Hill	0.0310	0.03351
	Poca	0.0400	0.04367
	Pratt	0.0400	0.04367
	Princeton	0.0400	0.04367
	Ranson	0.0400	0.04367
	Smithers	0.0400	0.04367
	South Charleston	0.0400	0.04367
	Sutton	0.0400	0.04367
	Webster Springs	0.0325	0.03519
	Weston	0.0200	0.02137
(N)	Whitesville	0.0240	0.02575
	Winfield	0.0200	0.02137

$$\text{Surcharge Rate} = \frac{\text{Local Tax Rate}}{1-(\text{Local Tax Rate} + \text{W.Va. State Tax})}$$

(N) *Indicates new tariff provision*

MAY 02 2024 10:59 AM EXEC SEC DIV

Municipal Excise Tax Surcharge (W. Va. Code §§ 8-13-5a)

APPLICABILITY

Applicable in municipalities imposing a municipal excise tax.

The following municipalities impose an excise tax on the privilege of purchasing, using, or consuming public utility services within the municipality's corporate limits. The tax is computed on the basis of an amount not to exceed two percent of the gross amount of billings to purchasers or consumers of those services. For each municipality listed, the municipality's excise tax rate and the tax surcharge rate are shown below. This tax surcharge applies only to customers in the municipalities listed below.

		Local Tax Rate	Surcharge Rate
	Barboursville *	.0200	.0200
	Bluefield	.0200	.0200
	Charleston *	.0200	.0200
	Chesapeake	.0200	.0200
	Dunbar	.0200	.0200
	Fayetteville	.0200	.0200
	Gassaway	.0200	.0200
	Hamlin	.0200	.0200
	Glasgow	.0200	.0200
	Handley	.0200	.0200
	Hinton	.0200	.0200
	Huntington *	.0200	.0200
	Hurricane	.0200	.0200
	Montgomery	.0200	.0200
	Nitro	.0200	.0200
	Oak Hill	.0200	.0200
	Poca	.0200	.0200
	Pratt	.0200	.0200
	Princeton	.0200	.0200
(N)	Ranson	.0200	.0200
	Smithers	.0200	.0200
	South Charleston *	.0200	.0200
	Sutton	.0200	.0200
	Webster Springs	.0200	.0200

(N) *Indicates new tariff provision*

Issued October 13, 2023 by Final Order of the Public Service Commission of West Virginia in Case Nos. 22-0796-WS-PC, 21-0260-S-DU, 21-0818-S-DU, 22-0369-W-PC-PW, and 22-0370-S-PC-PW dated May 26, 2023.

Effective: October 2, 2023

West Virginia-American Water Company By: Christina Chard

Dr. Christina E. Chard, Director Rates & Regulatory Support

Rates and Charges
Section 5
Tax Surcharges (continued)

MAY 02 2024 10:59 AM EXEC SEC DIV

	Weston	.0200	.0200
(N)	Whitesville	.0200	.0200

* Tax in this municipality is not to exceed $400 for any customer per month except for those noted (*) in the locations above.

(N) *Indicates new tariff provision*

10:54 AM SEP 18 2024 EXEC SEC

Rates and Charges
Section 6
Other Rates, Fees, and Charges

APPLICABILITY

These rates, fees, and charges apply in the Company's entire service territory.

RATES

6.1 Vending Bulk Sales Rate. The rate for each 250 gallons purchased is $0.50.

6.2 Service Connection (Tap) Fee. All meter sizes connected: $300

6.3 Reconnection Charge. All meter sizes connected: $20. If service is disconnected at a location other than the meter due to customer actions, then the customer may have to pay the actual cost of having service reconnected.

6.4 Delayed Payment Penalty. The Company's tariffs are net. On all current usage bills not paid within twenty-one (21) days of the date of bill, ten percent (10%) will be added to the net amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate. This penalty will follow the provisions of Water Rule 4.3.e.

6.5 Returned Check Charge. $15.00 or actual bank fee, whichever is less.

(I) 6.6 Incremental Cost of Water. $1.28 per 1,000 gallons. To be used when the bill reflects unusual consumption that can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above the customer's historical average usage.

6.7 Sales to Emergency Shelters. The Company complies with W. Va. Code §24-2-2 with respect to the rates and charges applicable to emergency shelter providers as directed by the Commission.

6.8 Standby Service. Each Standby Service Customer shall pay to the Company service charges, demand charges and consumption charges, calculated as follows:

(a) Unless a Standby Service Customer already pays a service charge by virtue of its purchase of Non-Standby Water, each Standby Service Customer shall pay a monthly service charge that is identical to that which would otherwise be applicable under the Company's general tariff.

Rates and Charges
Section 6
Other Rates, Fees, and Charges (continued)

MAY 02 2024 10:59 AM EXEC SEC DIV

(b) Each Standby Service Customer shall pay the following monthly demand charge applied to the Standby Service Customer's nominated Maximum Day Demand Requirement at the time the Company renders the bill:

Maximum Day Demand	$69.92 per thousand gallons

(c) Each Standby Service Customer shall pay consumption charges for all Standby Water delivered during a Standby Event at the rate of $0.326 per thousand gallons.

Rates and Charges
Section 7
Distribution System Improvement Charge

APPLICABILITY

Applicable to the entire territory served by the Company.

RATE

A Distribution System Improvement Charge (DSIC) will be applied as of the effective date below to the meter charge (minimum charge) and volumetric components of the bills of all general domestic, commercial, industrial, wholesale/sale for resale (other than those served under a demand-based sale for resale agreement), and private fire service customers.

Effective Date: March 1, 2026

DSIC Components:

(D) Meter Charge Component: 2.02%

(D) Volumetric Component: 2.02%

(D) Amortization Surcharge Portion 0.48%

(D) *Decrease in rates*