HAWAII-AMERICAN WATER COMPANY

GENERAL WASTEWATER SERVICE RULES AND REGULATIONS

COVERING THE PROVISION

OF

WASTEWATER SERVICE TO CUSTOMERS

CHECK LIST SHEET

SHEET	REVISION
TITLE	SECOND REVISED
CHECK LIST	TENTH REVISED
1	THIRD REVISED
1A	FIFTH REVISED
2	THIRD REVISED
3	SECOND REVISED
4	FIRST REVISED
5	THIRD REVISED
6	FOURTH REVISED
7	FIFTH REVISED
7A	SECOND REVISED
8	FIRST REVISED
9	FIRST REVISED
10	SECOND REVISED
11	FIRST REVISED
12	FIRST REVISED
13	FIRST REVISED
14	FIRST REVISED
15	SECOND REVISED
15A	ORIGINAL
15B	ORIGINAL
15C	FIRST REVISED
16	SECOND REVISED
17	SECOND REVISED
18	EIGHTEENTH REVISED
EXHIBIT A	ORIGINAL

RULE I
DEFINITIONS

For the purpose of these Rules and Regulations, unless it is plainly evident from the context that a different meaning is intended, the following words and terms as used herein shall mean:

1. The word "Company" shall mean HAWAII-AMERICAN WATER COMPANY, a Nevada corporation, authorized to do business in the State of Hawaii.

2. The word "Customer" shall mean the person, firm, corporation, partnership, association, or governmental department, whether the fee owner or ground lessee of the fee owner, the Trustees of the Bernice Pauahi Bishop Estate or the Trustees of the Estate of William Charles Lunalilo, and whose name appears on the records of the Company as the party responsible and liable for the charges for services from the Company.

3. The term "cost of Service Connection" shall mean the sum of the cost of the labor, materials, transportation, equipment, and road repair, if any, and other incidental charges necessary for the complete installation of a service connection.

4. "Company's Sewerage System" means the system owned and operated by the Company.

5. The term "Garbage" shall mean the solid wastes from the preparation, cooking, and dispensing of food and from the handling, storage, and sale of produce.

6. "Garbage Properly Shredded" shall mean garbage that has been properly shredded to such a degree that all particles will be carried freely under normal flow conditions in the Company's sewerage system.

7. "Slug" shall mean any discharge of water, sewage, or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than 15 minutes more than five times the average 24-hour concentration of flows during normal operation.

8. "BOD" (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20°C, expressed in milligrams per liter (mg/1).

9. "pH" shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter (gm/1) of solution.

10. "Company's sewer" shall mean the sewer lines and facilities on the side of the Service Connection leading to the Sewage Treatment Plant.

11. "Building sewer" or “building sewer” shall mean the sewer line running from the drains within the Customer's property which receive and pass the discharge from soil, waste and other drainage pipes of the Customer to the Service Connection.

12. "Service Connection" or “service connection” shall mean the point and installation where the Company's sewer is connected to the Building sewer. In most cases, the Service Connection is located at the point where the Building sewer connects to the Company’s red clay pipe, which location can be identified using a closed circuit TV camera (CCTV), and is often located at the Customer’s property line.

13. "Contribution in aid of construction" (CIAC) shall mean the fee charged the applicant or Customer by the Company to install or pay for existing, new, or expanded collection and/or treatment plant facilities required to serve an applicant or Customer receiving service or substantially increasing sewage outflow volume from new or substantially modified premises and Developments.

14. "Development" shall mean the improvement of, or construction of improvements on, a lot. The term shall include subdivisions, planned development projects, cluster developments, site development plans, condominium projects and other similar improvements.

Planned development projects, cluster developments and site development plans shall be as defined under the Comprehensive Zoning Code (CZC) of the City and County of Honolulu.

15. "Offsite Facilities" shall mean collection or trunk sewers which connect the individual building sewers within a particular Development to the nearest practicable point designated by the Company in the Company's sewerage system having a capacity adequate to receive and accommodate the Development's sewerage discharge.

16. "Residential Unit" shall mean a Single-Family or Multi-Family Dwelling Unit where a customer/tenant/person resides that is comprised of a living area with bathroom and kitchen facilities such as a refrigerator and range. If a structure contains a separate bathroom and kitchen facilities, that structure will be considered as having a separate dwelling unit, or Residential Unit, for billing purposes for each such separate bathroom and kitchen facilities.

17. "Single-Family Dwelling Unit" or "Single-Family Residential Unit" shall mean a dwelling unit where a customer/tenant/person resides that (a) is not attached to another dwelling unit or part of a building or structure containing more than two dwelling unit or units, (b) is part of a building or structure that contains two dwelling units in which each dwelling unit owner also owns the land underlying that owner’s respective dwelling unit, or (c) is defined as an “accessory dwelling unit” under Chapter 21, Revised Ordinances of Honolulu 1990, as may be amended from time to time.

18. "Multi-Family Dwelling Unit" or "Multi-Family Residential Unit" shall mean a Residential Unit that is not a Single-Family Dwelling Unit or Single-Family Residential Unit.

19. "Commercial Unit" shall mean a unit that is not a Residential Unit.

20. "Food Service Operation" shall mean a Commercial Unit (i.e., a non-Residential Unit) or operation that prepares and serves food, whether on a profit or non-profit basis.

21. "Non-Food Service Operation" shall mean a Commercial Unit (i.e., a non-Residential Unit) or operation that is not a Food Service Operation. For a Commercial Unit that has portions of its facilities/operations that are classified as a Food Service Operation and other portions that are classified as a Non-Food Service Operation, that Commercial Unit shall be billed for both operations at the appropriate tariffed rate.

22. "Special Facilities" shall mean those sewerage facilities including, without limitation, pumping stations which in addition to the Company's then existing sewerage system may be necessary or reasonably required by the Company to transport and dispose of a particular Development's sewerage.

RULE II
GENERAL CONDITIONS

1. Any prospective Customer whose premises are within the community of Hawaii Kai, including the adjacent development on lands owned by the Trustees of the Estate of William Charles Lunalilo as described in Exhibit A attached hereto, may upon compliance with these Rules and Regulations obtain sewer service from the Company.

2. The amounts to be paid for sewer service and CIAC shall be in accordance with the rates on file with the Public Utilities Commission of the State of Hawaii.

3. The Company shall not be obligated to provide sewer service to an applicant for service until the applicant for service has paid, in full, the applicable CIAC charge as set forth in the rate schedule on file with the Public Utilities Commission.

4. Application for sewer service and service connection shall be made in accordance with these Rules and Regulations.

5. A charge equal to the Company's estimate of the cost of the service connection, but in no event less than $500.00, will be paid by the applicant before the connection for sewer service is made by the Company. If the Customer makes the connection pursuant to Rule V, such charge need not be paid.

6. Billing, payment of bills, and late payment charges for sewer service shall be in accordance with these Rules and Regulations.

RULE III
APPLICATION FOR SEWER SERVICE AND
SERVICE CONNECTION

1. Each prospective customer will be required to sign the standard application form for the sewer service desired, assuming responsibility for the payment of future charges for sewer service at the designated location, before sewer service will be provided for any use whatever. The person signing the application form shall be the Customer and liable for the payment of all charges for sewer service at the designated location. The Company shall require each applicant to establish credit in accordance with Rule IV and provide the Company with the following information:

a. Name of applicant
b Location of premises to be served
c. Date applicant will be ready for service
d. Whether the premises have been theretofore supplied
e. Purpose for which service is to be used, with description of equipment
f. Whether applicant is fee owner or ground lessee of premises
g. Mailing address
h. Business address and occupation
i. Reference as requested
j. Such other information as the Company may reasonably require, including, without limitation, plans and specifications for any building sewer proposed by the Customer.

All Customers irrespective of whether or not they have signed an application for service shall comply with the Rules and Regulations and the rate schedules of the Company.

The application is merely a request for service and does not bind the Company to serve except under conditions and provisions of these rules and regulations, nor does it bind the Customer to take service for a period longer than the minimum requirements of the applicable rate schedule.

Service may be granted only to fee owners or to those having ground leases from the Trustees of the Bernice Pauahi Bishop Estate or the Trustees of William Charles Lunalilo.

2. Unless otherwise provided by mutual agreement between the Company and the Customer, charges will begin when connection of the building sewer is made to the Company's sewer and will continue thereafter until disconnected by the Customer or by the Company for failure of the Customer to comply with the Rules and Regulations.

3. When an application for sewer service is made by a Customer who responsible for and failed to pay all bills previously rendered by the Company, the Company may refuse to furnish sewer service to such applicant until the outstanding bills are paid.

4. A Customer having a right to possession of property without having made application to the Company for service to such property, shall be held liable for the sewer service from the date of the last payment received by the Company. If proper application for sewer service is not made upon notification to do so by the Company, and if accumulated bills for sewer service are not paid within 30 days after deposit in the United States mail or upon presentation to the Customer, the sewer service shall be subject to discontinuance without further notice.

5. A Customer, prior to making any material change in the location, size, flow, character, or extent of the equipment or operations for which the Company's service is utilized shall give the Company written notice of the extent and nature thereof together with the plans and specifications therefor not less than 60 days before the change is to be undertaken. The extent and nature of the change shall be subject to the Company's approval, which approval may be contingent upon the Customer's payment of the cost of any alteration to the Company's sewerage system as provided in Rule V, Paragraph 8 below. The Company's failure to approve or disapprove the change within 60 days after receipt of written notice thereof shall be construed as approval. Failure to make such required notice may result in discontinuance of service as provided in Rule IX.

RULE IV
ESTABLISHMENT AND REESTABLISHMENT OF CREDITS AND DEPOSITS

1. ESTABLISHMENT OF CREDIT. Each applicant for service will be required to establish credit in one of the following ways before service will be rendered:

a. Establish a record of prompt payment for service for one (1) year without having been disconnected for nonpayment during such period.

b. Have a substantial equity in the premises to be served, or in other real estate located within the Company's area of service of substantial value in relation to charges for service to be rendered.

c. Furnish a guarantor satisfactory to the Company to secure payment of bills for the service requested.

d. Make a cash deposit to secure payment of bills for service to be furnished by the Company, as provided in Paragraph 3 of this rule.

2. REESTABLISHMENT OF CREDIT.

a. An applicant who previously has been a Customer of the Company and whose service has been discontinued for nonpayment of bills shall be required, before service is rendered, to pay all amounts owing to the Company and to establish credit as provided In Paragraphs 1.c. or 1.d. of this rule.

b. A Customer using other than residential service may be required to reestablish his credit in the manner prescribed in Paragraph a. of this rule in case the basis on which credit was originally established has materially changed.

c. A Customer who fails to pay his bill before it becomes past due and who further fails to pay such bill within five (5) days after the date of presentation of a discontinuance of service notice for nonpayment of his bill, may be required to pay such bill and re-establish his credit by depositing the amount prescribed in Paragraph 3 of this rule.

3. DEPOSITS. The Company may require from any Customer or prospective Customer a deposit intended to guarantee payment of bills for sewer service. The amount of the deposit required under this rule shall be not less than nor more in amount than the maximum estimated charge for service for six (6) consecutive months, or as may reasonably required by the Company in cases involving service for short periods or special occasions.

4. INTEREST ON DEPOSITS.

a. Simple interest on deposits at the rate of 6% per annum shall be paid by the Company to each Customer required to make such deposit for the time it is held by the Company after credit is deemed established. If refund of deposit is made within one billing period of the establishment of credit, no interest payment is required. If the Company retains the deposit for more than one billing period after the establishment of credit, payment of interest shall be made retroactive to the date of establishment of credit.

b. Payment of the interest to the Customer shall be made annually if required by the Customer, or at the time the deposit is returned.

c. The deposit shall cease to draw interest on the date it is returned, on the date service is terminated, or on the date notice is sent to the Customer's last known address that the deposit is no longer required.

d. The interest shall be accrued annually.

5. DEPOSITS ARE NOT TRANSFERABLE. Deposits are not transferable.

6. REFUND.

a. Upon discontinuance of service, the Company will refund the balance of a Customer's deposit in excess of all unpaid bills for service.

b. A deposit is refundable in cash or by credit to the Customer's account when bills are paid before becoming past due for a continuous period of at least 12 months.

c. The Company may refund the deposit at any time upon request provided the Customer's credit may otherwise be established in accordance with Paragraph 1. of this rule.

d. The Company may require the Customer to return the Company's deposit receipt. properly endorsed or sign a cancellation receipt before the refund is made.

RULE V
CONNECTIONS AND CUT-OFFS

1. SERVICE CONNECTION. When the application for a service connection has been approved, such connection shall be installed by the Customer at its expense. Thereafter, the service connection shall be and remain the sole property of the Company. The Customer shall be responsible for the maintenance and repair of the Building sewer, while the Company shall be responsible for the maintenance and repair of the Company's sewer. In the event any portion of the Building sewer is located outside the Customer's property, it shall nevertheless remain the responsibility of the Customer to maintain and repair, as well as to obtain sufficient easement and/or access rights on and over such property for the location, maintenance and repair of that portion of the Building sewer. Notwithstanding the above, the Customer shall be liable for damage to equipment, lines or other Company property, wherever located, if the damage is caused by the Customer. If the damage is caused by tree roots, the Company shall be responsible for initial tree root damage or blockage to sewer lines within the public right-of-way or within a utility easement along the Company's sewer main. If damage is caused by a tree on the Customer's property, or which is the responsibility of the Customer to maintain, the Customer shall be responsible for the Company's costs to repair subsequent damage to the sewer lines. The size, alignment, materials and method of construction, including, without limitation, jointing and testing of the service connection shall conform to the building and plumbing code or other applicable rules and regulations of the City and County of Honolulu and the Company. In the event of any conflict between the building and plumbing code or other applicable rules and regulations of the City and County of Honolulu and the rules and regulations of the Company, the stricter shall apply, unless otherwise agreed to by the Company.

2. CONNECTION CHARGE. If the Company deems it necessary under the circumstances, it may at its option install the Customer's service connection at the Customer's expense. In such event a charge equal to the Company's estimate of the cost of the service connection, but in no event less than $500.00, will be paid by the applicant before the connection is installed. If the actual cost is less than the payment, the applicant will be refunded the difference. If the actual cost is more than the payment, the applicant shall pay the difference to the Company upon receipt of the Company's billing therefor.

3. BUILDING SEWER.

a. The Customer shall install the building sewer at Customer's expense. The building sewer shall at all times remain the sole property of the Customer, who shall be responsible for its maintenance and repair. The size, slope, alignment, materials and method of construction of the building sewer, including, without limitation, the methods to be used in excavating, placing of pipe, jointing, testing and backfilling the trench, shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City and County of Honolulu and the Company. In the event of any conflict between the building and plumbing code or other applicable rules and regulations of the City and County and the rules and regulations of the Company, the stricter shall apply, unless otherwise agreed to by the Company. Wherever any drain is too low to permit gravity flow to the Company's sewer, sewage carried by such drain shall be lifted by an approved means and discharged to the building sewer.

b. A Customer shall not connect anything other than the sewer line comprising the building sewer to the Company's Sewerage System. A Customer in violation of this prohibition shall immediately remove such connection at its own expense or be subject to discontinuance of service. Connections specifically prohibited include, without limitation, roof gutters and outdoor drains.

4. CONNECTION TO COMPANY'S SEWER MAIN. Only employees of the Company or duly licensed contractors approved by the Company will be allowed to connect or disconnect the service connection to or from the Company's sewer main.

5. SIZE OF SERVICE CONNECTION. The Company will determine the location and size of all service connections to its system. The Company also reserves the right to limit the number of houses or buildings and/or the area of land to be serviced by any one or more service connections.

6. CHANGE IN LOCATION OR SIZE OF SERVICE CONNECTION. If the Customer desires a change in size of the service connection or a change in the location thereof, he shall bear all costs of such change.

7. SEWER CLEAN-OUT. A readily accessible sewer clean-out will be installed and maintained by the Customer at all times on the Customer's building sewer at a location to be determined by the Company. If a replacement of the clean-out is necessary, it shall be done and paid for by the Customer.

8. ALTERATION TO SEWERAGE SYSTEM. All work and materials in connection with the change in location, elevation or alteration of any kind whatsoever to any part of the Company's existing sewerage system made necessary or required by any change in location, flow, character, size or extent of the equipment or operations for which the Company's service is utilized, shall be done and furnished by the Company or duly licensed contractors approved by the Company and paid for by the Customer. All such work and material when completed and installed shall be and remain the sole property of the Company.

9. CONSTRUCTION AND DONATION OF SEWERAGE FACILITIES DUE TO DEVELOPMENT. An Applicant requesting service of a Development shall give the Company written notice of the extent and nature thereof together with the plans and specifications therefor not less than 90 days before the construction of the Development is to be undertaken. The extent and nature of the Development with respect to sewage disposal shall be subject to the Company's approval, which approval will be contingent upon the Applicant's installation of the sewerage facilities within the Development and such other Offsite and Special Facilities as may be necessary or required by the Company. Upon installation of all such Facilities and the acceptance thereof by the Company, the Applicant shall forthwith donate same to the Company at no cost to the Company. If the Company should require the installation of Offsite and/or Special Facilities in excess of the specific requirements of the Applicant's Development, the Company will reimburse the Applicant the incremental cost of such excess capacity upon the Applicant's donation of such Facilities to the Company. The foregoing requirements are in addition to any Service Extension Charge the Applicant may be required to pay because of his Development.

RULE VI
PAYMENT OF BILLS

1. BILLS. Residential Customers will be billed the monthly charge for sewer service in equal installments every other month in advance. All bills shall be due and payable within thirty (30) days after deposit in the United States mail or presentation to the Customer. Commercial and other Customers, except residential customers, will be billed monthly based upon the Schedule of Wastewater rates attached to these Rules and Regulations, as may be amended from time to time. Payment shall be made, in person or by United States mail, at the office of the Company or, at the Company's option, to duly authorized collectors of the Company. If any bill is not paid within thirty (30) days after deposit in the United States mail or presentation to the Customer, the sewer service shall be subject to discontinuance without further notice.

With respect to each Commercial Customer, the bill will contain a clear listing of all charges, containing at a minimum the following information: (1) meter number/identification of the Customer account, (2) date of the meter reading, (3) current and previous monthly reading for that Customer's meter, (4) the multiple factor used to determine the meter size and the amount of water for the Customer's meter, (5) the computed water use for the Customer's meter, both gross and net of any landscaping/exterior water use credit, if applicable, and (6) the rate used in calculating the Customer's bill. The Company will comply with reasonable customer requests for any additional itemized statement of charges. If there is a dispute concerning the amount of the Customer's bill, service will not be discontinued based on the Customer's failure to pay the amount of the bill in dispute (provided that the Customer pays the undisputed amount of the bill within the time period set forth above). If the dispute is not resolved, the Customer will be entitled to contact the Hawaii Public Utilities Commission for a review of the dispute.

2. LATE PAYMENT CHARGE. If the charges payable hereunder by the Customer are not paid on or before the due date, there shall be added as a late payment charge an amount equal to 1/2% per month of the delinquent balance.

RULE VII
UNACCEPTABLE WASTES

1. No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof run-off, subsurface drainage, swimming pool water, uncontaminated cooling water, or unpolluted process waters to any sanitary sewer.

2. No person shall discharge or cause to be discharged any of the following described wastes to any sewers of the Company:

a. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.

b. Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant, including but not limited to, cyanides in excess of (2) mg/1 as CN in the wastes as discharged to the sewer of the Company.

c. Any waters or wastes having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewerage works.

d. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewerage works such as, but not limited to, ashes, cinders, sand, mulch, straw, shavings, metals, glass rages, feathers, tar, plastic, wood, unground garbage, whole blood, paunch manure, hair and fleshing, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

3. No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the Company that such wastes can harm either the sewers, sewage treatment process or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public or private property, or constitute a nuisance. In forming an opinion as to the acceptability of these wastes, the Company will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacities of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other factors. The substances prohibited are:

a. Any liquid or vapor having a temperature higher than one hundred fifty $(150)^0$ F.

b. Any waters or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred fifty $(150)^0$ F.

c. Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths (3/4) horsepower or greater shall be subject to the review and approval of the Company.

d. Any waters or wastes containing strong iron pickling wastes, or concentrated plating solutions, whether neutralized or not.

e. Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the Company for such materials.

f. Any waters or wastes containing phenols or other taste- or odor-producing substances, in such concentrations exceeding limits which may be established by the Company as necessary, after treatment of the composite sewage, to meet the requirements of the State, Federal, or other public agencies of jurisdiction for such discharge to the receiving waters.

g. Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Company in compliance with applicable State or Federal regulations.

h. Any waters or wastes having a pH in excess of 9.5.

i. Materials which exert or cause:

(1) Unusual concentrations of inert suspended solids (such as, but not limited to, fuller's earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).

(2) Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).

(3) Unusual BOD, biochemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works.

(4) Unusual volume of flow or concentration of wastes constituting "slugs" as defined herein.

j. Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment process employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

4. If any waters or wastes are discharged, or are proposed to be discharged to the Company's sewers, which waters contain the substances or possess the characteristics enumerated in Paragraph 4 of this rule, and which in the judgment of the Company may have a deleterious effect upon the sewage works of the Company, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Company may:

a. Reject the wastes;

b. Require pre-treatment to an acceptable condition for discharge to the sewers of the Company;

c. Require control over the quantities and rates of discharge to the sewers of the Company; or

d. Require payment to cover the added cost of handling and treating the wastes not covered by existing sewer charges under the provisions of Paragraph 9 of this rule.

If the Company permits the pre-treatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Company, and subject to the requirements of all applicable codes, ordinances, and laws.

5. Grease, oil, and sand interceptors shall be provided when, in the opinion of the Company, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sands, or other harmful ingredients. All interceptors shall be of a type and capacity approved by the Company and shall be located as to be readily and easily accessible for cleaning and inspection.

6. Where preliminary treatment, flow-equalization or interceptor facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the Customer at his expense.

7. When required by the Company, the Customer having any property serviced by a building sewer carrying industrial or commercial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located and shall be constructed in accordance with plans approved by the Company. The manhole shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times.

8. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in these Rules and Regulations shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, and shall be determined at the control manhole or at such sampling station or stations as the Company deems appropriate.

In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the Company's sewer to the point at which the building sewer is connected. Sampling shall be carried out by customary accepted methods to reflect the effects of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property. (The particular analyses involved will determine whether a twenty-four (24) hour composite of all outfalls of a premise is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from 24-hour composites of all outfalls whereas pH's are determined from periodic grab samples.)

9. No statement contained in this Rule shall be construed as preventing any special agreement or arrangement between the Company and any industrial or commercial concern whereby an industrial or commercial waste of unusual strength or character may be accepted by the Company for treatment, subject to payment therefor, by such concern.

RULE VIII
INTERRUPTION OF SERVICE

1. The Company will exercise reasonable diligence and care to provide adequate sewer service to the Customer and to avoid interruptions in service, but will not be liable for any interruption or insufficiency of service or any loss or damage occasioned thereby.

2. The Company reserves the right at any and all times to shut off service without notice for the purpose of making repairs, extensions, alterations, or for other reasons related to the operation of the sewage system. Repairs or improvements will be prosecuted as rapidly as practicable and, insofar as practicable, at such times as will cause the least inconvenience to the Customer. Except in the case of emergency repairs, the Company shall use best efforts to give the Customer at least 24 hours notice before shutting off service.

RULE IX
DISCONTINUANCE AND RESTORATION OF SERVICE

1. The Company may refuse or discontinue sewer service for any of the reasons listed below:

a. Without notice in the event of a condition determined by the Company to be hazardous. The Company shall have the right to refuse a service to any applicant and to refuse or discontinue service to any Customer whose equipment or use thereof shall be determined by the Company to be unsafe or in violation of applicable laws, ordinances, rules or regulations of any public authority, or if any condition existing upon the applicant's or Customer's premises shall be determined by the Company to endanger the Company's facilities.

The Company does not assume any duty of inspecting or repairing any applicant's or Customer's equipment or any part thereof and assumes no liability therefor.

b. Without notice in the event of Customer use of equipment, in such a manner as to adversely affect the Company's equipment or the Company's service to others.

c. Without notice in the event of tampering with the equipment furnished and owned by the Company.

d. Without notice in the event of unauthorized use or use in violation of applicable laws, ordinances, rules, or regulations of any public authority.

e. For violation of and/or noncompliance with the Company's tariff or rules on file with and approved by the Commission. The Company may discontinue service to a Customer if after written notice of such noncompliance the Customer fails to comply within 5 days after date of presentation of such notice or within such other period of time after date of presentation of such notice as may be specified in such notice.

f. For failure of the Customer to fulfill his contractual obligations for service and/or facilities subject to regulation by the Commission.

g. For failure of the Customer to permit the Company reasonable access to its equipment.

h. for non-payment of bill provided that the Company has made a reasonable attempt to affect collection and has given the Customer written notice that he has at least 5 days, excluding Sundays and holidays, in which to make settlement on his account or have his service denied.

i. If, for an applicant's convenience, the Company should provide service before credit is established or should continue service to a Customer when credit has not been re-established in accordance with Rule IV, and he fails to establish or re-establish his credit within 5 days after date of presentation of such notice as may be specified in such notice, the Company may discontinue service.

j. For failure of the Customer to furnish such service equipment, permits, certificates, and/or rights-of-way, as shall have been specified by the Company as a condition to obtaining service, or in the event such equipment or permissions are withdrawn or terminated.

k. For fraud against the Company.

Unless otherwise stated, the Customer shall be allowed a reasonable time in which to comply with the rule before service is discontinued. No service shall be discontinued on the day preceding or day or days on which the Company's business office is closed unless provisions are made for payment or reconnection on days when the Company's business offices are closed, except as provided in Paragraphs 1. a. and 1. b. of this rule.

2. CUSTOMER'S REQUEST FOR SERVICE DISCONTINUANCE. When a Customer desires to terminate his responsibility for service, he shall give the Company not less than 30 days' notice and state the date on which he wishes the termination to become effective. A customer may be held responsible for all service furnished at the premises until 30 days after receipt of such notice by the Company or until the date the building sewer is disconnected by the Customer, at his expense, whichever date is later. The materials and methods employed in disconnecting the building sewer shall conform to the building and plumbing code or other applicable rules and regulations of said City and County of Honolulu and the rules of the Company. In the event of any conflict between the building and plumbing code or applicable rules and regulations of said City and County and the rules of the Company, the stricter shall apply.

3. RESTORATION – RECONNECTION CHARGE. Before restoring service that has been discontinued for nonpayment of bills or for failure to otherwise comply with this tariff, the Customer shall be required to reconnect the service connection at his expense. The size, alignment, materials and method of construction, including, without limitation, jointing and testing of the service

connection shall conform to the building and plumbing code or other applicable rules and regulations of the City and County of Honolulu and the Company. In the event of any conflict between the building and plumbing code or other applicable rules and regulations of the Company, the stricter shall apply, unless otherwise agreed to by the Company. Provided, however, that if the, Company deems it necessary under the circumstances, it may at its option reconnect the Customer's service connection at the Customer's expense. In such event a charge equal to the Company's estimate of the cost of such reconnection, but in no event less than $500.00 will be paid by the Customer before the reconnection is made. If the actual cost is less than the payment, the Customer will be refunded the difference. If the actual cost is more than the payment, the Customer shall pay the difference to the Company upon receipt of the Company's billing therefor.

RULE X
LIABILITY FOR REPAIR COSTS

The Customer shall be liable for any damage to equipment or property of the Company wherever located caused by the Customer or his tenants, agents, employees, contractors, licensees, or permittees, and the Company shall be promptly reimbursed by the Customer for any such damage upon presentation of a bill therefor. Any damage to Company facilities shall be reported as soon as possible.

RULE XI
INGRESS TO AND EGRESS FROM CUSTOMER'S PREMISES

Any officer or employee of the Company shall have the right of ingress to and egress from the Customer's premises at all reasonable hours for any purpose reasonably connected with the furnishing of sewer service to said premises or the operation of the sewer system and the exercise of any and all rights secured to it by law or these Rules and Regulations.

RULE XII
COMPANY'S EQUIPMENT ON CUSTOMER'S PREMISES

All equipment belonging to the Company and installed upon the Customer's premises for measurement, test, check or any other purpose shall continue to be the property of the Company, and may be repaired, replaced or removed by the Company at any time without the consent of the Customer. The Customer shall exercise reasonable care to prevent damage to equipment of the Company upon the Customer's premises and shall in no way interfere with the operation of the same.

RULE XIII
CUSTOMER RESPONSIBILITY

The Customer shall, at his own risk and expense, furnish, install, and keep in good and safe condition all equipment that may be required for utilizing the sewer service supplied by the Company.

RULE XIV
SERVICE CONTRACTS

1. SERVICE CONTRACTS REQUIRED. Service contracts will be required as a condition precedent to service under the following circumstances:

a. When alteration of any part of the Company's sewerage system is required or made necessary under Rule V, Paragraph 8;

b. In connection with the Company's extension of service to a development.

2. LARGE LOADS. A service contract may be required of a Customer if the provision of service to such Customer shall require the Company to make a substantial investment in facilities to serve him. Such contract may include termination charges, a guaranteed minimum charge or a service extension charge higher than specified in the rate schedule.

3. COMMISSION APPROVAL. Form contracts for service other than regular sewer service provided under the provisions of the tariffs contained in these rules, are contained in these rules and are authorized by the Public Utilities Commission. Special contracts for service other than that provided hereunder or the attached form contracts must be authorized by the Public Utilities Commission prior to the effective date of such contract.

Each contract for service will contain a statement that it shall at all times be subject to changes or modifications by the Public Utilities Commission as said Commission may from time to time direct in the exercise of its jurisdiction.

RULE XV
CONTRIBUTION IN AID OF CONSTRUCTION

1. As a condition of receiving service or substantially increasing sewage outflow volume from new or substantially modified premises, developers, commercial applicants, public customers, and/or private customers shall be required to pay a non-refundable contribution in aid of construction to the Company.

2. Contribution in aid of construction (CIAC) payments are used by the Company to install or pay for existing, new, or expanded collection and/or treatment plant facilities required to serve such applicants or Customers.

3. The contribution in aid of construction required as a condition of service to a new premises shall be payable only once for the premises, unless the premises is substantially modified at which time an additional contribution in aid of construction may be required. Substantially modified shall mean a change in the character, use, size, or activity of the premises which increases wastewater flow by twenty per cent of the originally estimated flow or greater.

4. The contribution in aid of construction for existing plant improvements shall be based upon (a) the cost as accounted for in the Company's books plus an amount equal to the cost of equity funds computed from the date construction was completed for each plant component to the date of payment of the CIAC, and (b) the new or increased wastewater flow from the Customer's premises, as determined by County and State design requirements.

5. The contribution in aid of construction for planned additions to plant improvements shall be calculated on the basis of the Company's estimate of (a) the cost of installing the existing, new, or expanded wastewater treatment facilities, and (b) the new or Increased wastewater flow from the Customer's premises, as determined by County and State design requirements.

6. The Company reserves the right to evaluate each development or unit for design wastewater flows expected from such developments and to charge each an amount based upon the applicable cost rate and the design wastewater flow expected.

7. The contribution in aid of construction shall be payable (a) on issuance of a "will serve" letter by the Company to the particular applicant for service, and/or (b) prior to connection of the respective premises to the Company's wastewater system.

8. Service shall be denied to or disconnected from Applicants who fail to make the contribution in aid of construction payment as described in these rules.

9. In addition to the CIAC charges, applicants and/or Customers shall pay to the Company any and all applicable federal, state, and county taxes (including without limitation any general excise taxes, but excluding federal and state income taxes), charges, fees, or assessments applicable to the CIAC payment and incurred by or payable by the Company.

10. Tariff rates for the current CIAC charges shall be published separately on an appropriate schedule and shall be revised from time to time as rates change and as they are approved by the public Utilities Commission.

RULE XVI
CUSTOMERS OF COMMERCIAL UNITS

1. Calculation of Water Use for Billing Purposes.

a. As noted in the Schedule of Wastewater Rates attached to these Rules and Regulations, as may be amended from time to time, a Commercial Customer will be billed by the Company based upon water use. To calculate the amount of water use for billing purposes, the reading from the water meter servicing the respective Customer shall be utilized, minus any applicable landscaping/exterior water use credit that the Customer may be entitled as described in subparagraph (b) below. If the water meter cannot be read, the Company may prepare and the Customer shall pay an estimated billing, measured on the basis of the Customer's daily prorata usage, averaged over the previous three billing cycles, multiplied by the number of days for which service was provided since the last billing. If required by the Company, the Customer shall replace the water meter at its own expense.

b. Subject to complying with these Rules and Regulations, a Commercial Customer who utilizes water for landscaping, irrigation and other exterior water purposes (i.e., water uses located outside of a building or structure) is entitled to receive a landscaping/exterior water use credit in the amount of such water use only if said water will not enter the Company's sewer or otherwise pass through the Sewage Treatment Plant. In order to receive this landscaping/exterior water use credit, the Customer must obtain the Company's written acknowledgment or approval that the water proposed to be entitled to this credit will not enter the Company's sewer or otherwise pass through the Sewage Treatment Plant. In addition, upon receipt of such acknowledgment or approval, the Customer must install a separate meter at its own expense to measure the amount of landscaping, irrigation or exterior water used by that Customer that is entitled to this credit. The Customer shall obtain the Company's written approval of the location, size and specifications of this meter prior to installation. Upon installation of the meter in accordance with the above, the Customer shall be entitled to a landscaping/exterior water use credit in the amount of the usage determined by the meter. The Customer shall maintain and keep the meter in good working order and condition and shall replace said meter at the Company's request and at the Customer's expense. In the event the Company determines that said meter is not in good working order or condition, the Company is unable to access or obtain an accurate reading of the meter, or if the Company believes that the meter is measuring any water use that is not or should not be entitled to this credit, the Customer shall not be entitled to any landscaping/exterior water use credit until the condition or situation is rectified at the Customer's expense and to the Company's satisfaction.

c. In addition to the above, a separate meter shall be installed at the Customer's expense for all Food Service Operations. As mentioned in Rule 1, for a Commercial Unit that has portions of its facilities/operations classified as a Food Service Operation and other portions that are classified as a Non-Food Service Operation, that Commercial Unit shall be billed for both operations at the appropriate tariffed rate. Notwithstanding the above, no landscaping credit shall apply to the meter for the Food Service Operation. The Customer shall maintain and keep the meter for its Food Service Operations in good working order and condition and shall replace said meter at the Company's request and

at the Customer's expense. If the meter cannot be read, the Company may prepare and the Customer shall pay an estimated billing for its Food Service Operations, measured on the basis of the Customer's daily prorata usage, averaged over the previous three billing cycles, multiplied by the number of days for which service was provided since the last billing.

2. [RESERVED]

RULE XVII
AUTOMATIC POWER COST ADJUSTMENT CLAUSE

In December of each year, the Company will calculate the actual rate per kWh for the prior twelve-month period beginning on December 1 of the preceding year and ending on November 30 of the current year ("Measurement Year") by dividing the total electric expense by the total adjusted kWh for that period to determine the Measurement Year electric expense per kWh. The Company will then compare the rate per adjusted kWh for the Measurement Year with the base rate per adjusted kWh as determined in the last rate proceeding and use the difference to determine the Automatic Power Cost Adjustment Clause ("APCAC"), which will be added or subtracted from the Company's then effective rates and applied prospectively for the next twelve (12) months beginning January 1 and ending December 31 ("Implementation Year").

The difference in the electric cost per adjusted kWh will then be multiplied by the base year adjusted kWh, and the result divided by the Measurement Year revenues to obtain an adjustment percentage which shall be applied to the then effective rates as follows:

1.	Measurement Year Electricity Cost	* To be determined
2.	Measurement Year adjusted kWh Usage	* To be determined
3.	Measurement Year Cost per adjusted kWh (Line 1 / Line 2)	* To be determined
4.	Base Year Cost per adjusted kWh	$0.3709
5.	Increase (Decrease) in Cost per adjusted kWh (Line 3 - Line 4)	* To be determined
6.	Base Year adjusted kWh	1,668,467
7.	Cost Increase (Decrease) (Line 5 * Line 6)	* To be determined
8.	Grossed-up for Revenue Taxes @1.075404 (Line 7 * 1.075404)	* To be determined
9.	Measurement Year Revenue	* To be determined
10.	Percent Increase (Decrease) Required (Line 8 / Line 9)	* To be determined

* The annual APCAC computation will reflect the actual recorded amounts for the Measurement Year. The Percent Increase (Decrease) (i.e., line 10) will be applied to all of the approved rates as set forth in HAWC's Sewer Rate Schedule beginning in January of the Implementation Year. The resulting rates will be billed for each month of the Implementation Year until a new APCAC is computed. The Company will prepare and maintain an annual reconciliation of the APCAC revenue collected during the Implementation Year compared with the change in electricity expense to be recovered through the APCAC for the Measurement Year.

SCHEDULE OF WASTEWATER CONTRIBUTIONS IN AID OF CONSTRUCTION

The basic cost of improvements associated with contributions in aid of construction ("CIAC") pursuant to Rule XV of the Company's Rules and Regulations shall be as follows:

Customer Class	Charge
Single Family Residential Units	
Above the watertable	$476 per unit
Below the watertable	$644 per unit
Multi-Family Dwelling Units	
Above the watertable	$333 per unit
Below the watertable	$451 per unit
Commercial Establishments	
Above the watertable	$16,660 per acre
Below the watertable	$22,540 per acre

or, at the option of the Company, $1.40 per gallon per day of estimated wastewater flow as determined by the current design standards.

The CIAC rates were authorized by the Hawaii Public Utilities Commission in its Decision and Order No. 12685, Docket No. 7005. The original CIAC rates became effective on June 1, 1991 and applied to all requests for new or increased service made on or after June 1, 1991 and before June 12, 1996. Effective June 12, 1996, the original CIAC rates were amended, and the rates are set forth on Second Revised Sheet 16.

The Service Extension Charges set forth in the "Sewer Rate Schedule" of the Company's tariff were deleted in their entirety, effective June 1, 1991.

HAWAII-AMERICAN WATER COMPANY

SCHEDULE OF WASTEWATER RATES

Customer Class	**Charge**
Residential Units:**	
1. Single-Family Residential Unit (monthly service charge per dwelling unit)	$83.12 per month
2. Multi-Family Residential Unit (monthly service charge per dwelling unit)	$70.72 per month
Commercial (Non-Residential) Units:	
3. Food Service Operation	$19.92 per 1,000 gallons of water used
4. Non-Food Service Operation	$12.22 per 1,000 gallons of water used
5. Public Authority-Other***	$12.22 per 1,000 gallons of water used
6. Public Authority-Dwelling****	$4.62 per 1,000 gallons of wastewater treated

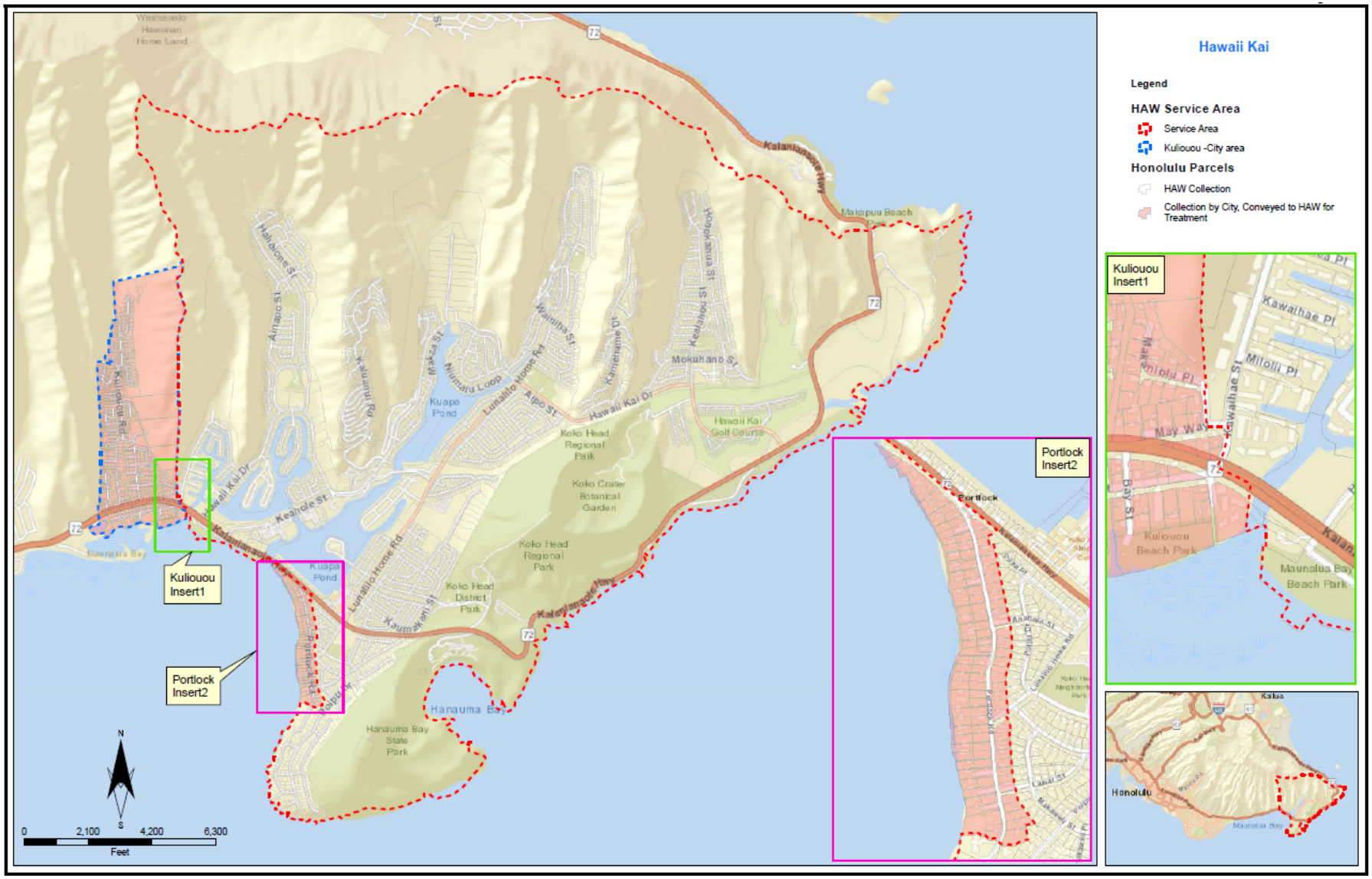
7. The Company may charge $15 for any bad check or electronic funds transfer not honored.

** The monthly residential flat rate charges will be applied to each month in a bi-monthly billing cycle. If the particular residential unit requires said charges to be paid via the customer's mortgage escrow account, said charges will be applied to each month in a semi-annual billing cycle.

*** The Public Authority-Other class refers to the sewerage services provided by Hawaii-American Water Company (HAWC) to the City and County of Honolulu (City), the State of Hawaii and other facilities (including parks, schools, fire station and Lunalilo Homes).

**** The Public Authority – Dwelling class refers to the services provided by HAWC to the City for the City's residential customers in Hawaii Kai, including Kuliouou Valley, Portlock, Paiko and other areas, which fall outside of HAWC's service territory, but which are served directly by the City's sewerage system and then connected to HAWC's wastewater system for distribution and processing.

EXHIBIT A
SERVICE AREA MAP



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