

ADDENDUM TO THE SUPPLY REGULATION OF THE INTEGRATED WATER SERVICE



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Art. 1.

The Service Provider

Acquedotto del Fiora S.p.A. (hereinafter also AdF or Service Provider) is Sole Service Provider the Integrated Water Service in the Conferenza Territoriale Ottimale No. 6 Ombrone [Optimal Territorial Conference No. 6 Ombrone] (former Ambito Territoriale Ottimale 6), and manages the ensemble of water abstraction, conveyance and distribution services of water for domestic use, sewerage and wastewater treatment.

It was established as a Consortium of Municipalities through Resolution No. 477 of 12 July 1983 of the Region of Tuscany. Following an in-depth reorganisation of the water sector, it was first transformed into a Special Public Company, then into a Joint Stock Company, and since 1 January 2002, the Company has become the Sole Service Provider of the Integrated Water Service. In 2004, in accordance with the regulatory framework introduced by Italian Law 36/1994 (known as the 'Galli Law') and EU legislation, a tender was launched to identify a private partner to acquire a 40% stake in the share capital: 60% is now owned by the 55 stakeholder municipalities belonging to the Optimal Territorial Conference No. 6 'Ombrone' and 40% by Ombrone SpA, whose main shareholder is ACEA SpA, a major multi-utility company in Italy.

Acquedotto del Fiora manages the largest territory (Territorial Conference No. 6 Ombrone) in the Region of Tuscany, covering approximately 7,600 km². It manages over 3,000 plants (water treatment plants, purification plants, desalination plants, etc.) and over 12,500 km of network (water supply and sewerage), distributed among 55 municipalities – all the 28 provinces of Grosseto and 27 in the province of Siena, including the capital of the province. The area managed covers about 33% of the entire regional territory. The population density is actually around 53 inhabitants per square kilometre, among the lowest in Italy. The total number of active utilities is 235,000.

On national level, since 2012, the Integrated Water Service is managed in compliance with the regulations of the Regulatory Authority for Energy, Networks and Environment (hereinafter ARERA), in addition to sector regulations in force at the time.

This document is an integral and substantial part of the *Integrated Water Service Supply Regulations* approved by the Autorità Idrica Toscana – Tuscan Water Authority (hereinafter AIT) with Resolution No. 20/2021 of 29 December 2021 and subsequently updated with Resolution No. 6/2022 of 30 May 2022.

The contractual relationship with AdF is therefore governed by the provisions contained in the aforementioned *Integrated Water Service Supply Regulations and those contained in this Addendum to the Integrated Water Service Supply Regulations*, which form an integral and substantial part of the supply contract.

Art. 2 Definitions

For the purposes of this document, the definitions in force at the time shall apply, as set out in:

- ARERA resolutions on the transparency of billing documents, contract quality, technical quality, measurement and structure of payments;
- AIT resolutions on the acceptability of industrial wastewater discharge in the public sewerage system and integrated water bonuses;
- regional regulations on the reduction and optimisation of water consumption.

In addition to the following:

Devices: the only equipment exclusively owned and controlled by the Service Provider is the consumption meter and the shut-off valve, as well as any pressure reducer, any water-meter insert, and any devices for the automatic recording of readings and transmission of data.

Trapped sump: it is the inspection chamber on the sewerage connection that accommodates the bend and the siphon

and normally serves as the boundary point between the Service Provider's and the End-User's responsibilities.

Seal: identification mark, also numbered, affixed to the consumption meter exclusively by the Service Provider, certifying that the connection has been secured and/or that the supply has been suspended due to arrears.

Art. 3 Contractual aspects

The application for a new water contract must be submitted to the Service Provider by the person who has legal title to use the property object of the supply.

The property for which the supply is requested must comply with the laws governing building regulations and, if connection to the public sewerage system is not possible, it must also be equipped with an autonomous waste disposal system. In lack of such requisites, the Service Provider cannot proceed with connecting the building to the water supply service, or to reactivating the meter if a takeover is involved.

When applying, the End User must communicate their data to the Service Provider, with particular attention to billing data, providing an email or certified email address in order to allow the activation of the online bill and facilitate, in general, exchanges of communication with the Service Provider, reducing the risk of non-delivery connected to the use of the postal service channel.

The activation of a new contract entails charges for contractual fees (all to be borne by the End User), and technical fees for the activation of the supply.

Such fees (contractual and activation) shall be charged on the bill issued concurrently with the contract, together with 50% of the amount of security deposit and stamp duty.

In general, all costs applied by the Service Provider to the End User (estimate, connection, activation) and all fees relative to ancillary services performed (stipulation of new contracts, meter replacement and checking/testing, stamp duty...) are charged based on an annually updated price list published on the institutional website.

In addition to what is set forth in art. 8.4 of the *Integrated Water Service Supply Regulations* and except in cases of gross negligence, the Service Provider does not assume any responsibility whatsoever for damages deriving from supply suspensions due to cases of force majeure, the need to perform works that could not be performed otherwise, or provide for emergency needs.

The Service Provider is obliged to inform users in advance about service interruptions, pursuant to what is set forth in the Integrated Water Service Charter.

In addition to what is set forth in art. 8.4 of the *Integrated Water Service Supply Regulations* mentioned above, the Service Provider has the right to proceed with restriction and/or suspension of the supply also in cases of failed or inexact communication of the User's data in relation to new activations, transfers, takeovers, death of the supply holder. Also, the Service Provider has the right to proceed directly with suspension of the supply in the following cases:

- a) different use of the water resource from the one for which the contract was entered into;
- b) unauthorised withdrawals and tampering with the consumption meter and with works upstream of the point where the Service Provider delivers the supply, with meter seals and flow limiters, and the Service Provider reserves the right to act in the appropriate forums, pursuant to the law;
- c) water transfer to third parties, both physical and legal persons/public and private entities;
- d) danger to people or things;
- e) not allowing access to private property for consumption detection and to perform testing and control activities set forth in the regulations, to personnel charged with the task by the Company.

Art. 4

Management specifications on estimates, connections, and activations

For connection requests relative to:

- new buildings and construction sites;
- existing buildings already connected for which the type of use is being changed;
- buildings/businesses for which the current hydraulic load is expected to change, both in terms of water supply as well as for what concerns the disposal of the wastewater produced; the End User is required to submit in advance to the Service Provider a request for an opinion on sustainability and access to the integrated water service (hydro-requirement opinion).

If the Service Provider has not yet performed the works of their competence and the applicant for the connection presents a request for refund within 6 months from the acceptance of the estimate, the Service Provider shall reimburse the cost of the estimate, net of:

- inspection and testing costs;
- 10% of the sum for the works.

Art. 5

Specific provisions and attributions related to rate sub-types

Regarding the supply, with reference to the sub-types of use mentioned in the Integrated Water Service Supply Regulations, the following is specified:

Industrial and Commercial use – large quantities

This sub-type of use also includes temporary uses, i.e., specific water supplies provided for limited periods of time, subject to the Industrial and Commercial tariff for large quantities; the relative structure applies, exempting sewerage and purification tariffs if the services are not used.

Public Use whose Supply cannot be Disconnected.

Part of this sub-type of use are: **public toilets, public fire hydrants, fire hydrants on public land.**

The public rate with a 95% reduction on all IWS services is applied to public fountains, with reference both to the fixed and variable parts.

Other Uses

This sub-type of use refers to supply related to private fire hydrants.

Art. 6 **Temporary uses**

For Temporary uses, i.e. specific water supplies for limited periods of time, the Service Provider shall enter into a specific contract with the End User, containing the conditions, any requirements and the duration of the supply.

Upon contract expiry, the Service Provider interrupts the supply, except in the case of a reasoned extension request.

Temporary uses include:

Use on construction sites

The contract for the supply of water for use on construction sites is made out in the name of the subject who can prove to be in possession of a valid authorisation to build or renovate a property, or in the name of the owner of the property itself.

A consumption meter is always installed. The contract terminates at the end of construction/renovation. The End User must communicate this to the Service Provider, and in any case, the maximum duration of the contract cannot be greater than the date of the end of validity of the building/renovation permit issued. Once this time has elapsed, the holder, with 30 days' advance notice on the expiry date, must present an application for renewal pursuant to the modalities set forth by the Service Provider.

In the event of failure to request renewal or failure to request a change of use for the conclusion of the final contract, upon expiry of the contract for construction site use, the Service Provider shall remove the meter – unless otherwise decided by the Service Provider – charging the cost of the intervention to the End User and terminating the supply contract.

The End User will have to request connection for the definitive supply.

Occasional use

This type of connection concerns occasional events (parties, festivals, etc.).

They are contracts having a usual duration not exceeding 30 days, that still entail the installation of a meter.

Administrative contract fees, activation and termination of the service fees are still due, in addition to security deposit charges applied based on the contractual category.

Art. 7 Fire hydrants

A fire hydrant is a supply intended exclusively for supplying a connection used to extinguish fires.

For these types of utilities, the meter must be installed above ground, and the cost charged to the End User. Fire-fighting systems not equipped with a standard meter must have this installed, with charges borne by the holders.

The subject requesting connection must supply the Service Provider, where requested, with a copy of the fire-fighting system approved by the Provincial Fire Brigade Command, or a copy of the approved fire prevention project.

Costs for the supply, installation and maintenance of the equipment connected to the fire-fighting service and of the related external and internal pipelines are to be borne by the End User.

The Service Provider supplies the person requesting connection with the characteristic flow rate and pressure allowable for that supply to the delivery point detected, but has no competence on the efficiency of the fire-fighting systems and is not responsible for the pressure of the water or flow rate in the network at the time of use.

It is the applicant's responsibility to take the necessary measures to ensure that the fire hydrants are used as authorised. As a result, the End User must equip their fire-fighting system with adequate storage and lifting equipment.

For routine and extraordinary fire-fighting system in-

specifications, the End User may formally request technical support from the Service Provider for checking/testing the efficiency of the fire-fighting equipment.

The type and size of the meter to be installed are assessed on a case-to-case basis by the Service Provider according to the technical characteristics of the system.

The fire-fighting system and other utilities with different contract categories can be connected to the same connection pipeline, provided that it is adequately sized and that each one is equipped with its own meter.

The End User is also obliged to install a shut-off valve downstream of the meter in order to prevent stagnant water from returning to the water network.

If a fire-fighting connection without a meter is used, the End User must notify the Service Provider within 24 hours so that the seals can be replaced. Withdrawal from a fire-fighting service for any reason other than fire-fighting is treated as an illegal withdrawal and reported to the administrative authority in accordance with Article 46 of *the Integrated Water Service Supply Regulations*. Furthermore, from a billing perspective, a penalty of 300 m³ subject to the Other Uses tariff will be applied.

Fire hydrants may be public, if registered to a public entity, or private.

Art. 8 **Fountains and public toilets**

For these types of utilities, the meter must be installed and the cost charged to the Municipal Administrations.

Systems not equipped with a standard meter must have these installed, with charges borne by the holders.

The Service Provider is responsible only for the management and maintenance of the water equipment located upstream of the consumption meter.

Art. 9

Hydrants on public land

This category includes supplies relating to fire hydrants located on public land and for public use, which are owned by Municipal Authorities. A hydrant is a supply on public land for the exclusive use of the fire brigade and civil protection services.

They can be underground or above ground. The need to install a meter, with costs to be borne by the End User, is assessed on a case-to-case basis according to the technical characteristics of the system.

The delivery point of the service shall be represented, where present, by the consumption meter located inside a suitable housing. In all other cases, by a shut-off valve located inside a suitable inspection chamber, immediately upstream of the hydrant itself.

Upon activation of an underground or above ground hydrant, the Service Provider shall:

- a) provide the End User with a technical dossier of the utility with its exact location, place seals if the hydrant does not have a meter, and draw up a delivery report to be signed by the End User. The seals of a fire hydrant can be removed only by the Service Provider, except in the event of having to put out a fire. If a fire-fighting connection without a meter is used, the fire brigade and/or the civil protection services must notify the Service Provider within 24 hours so that the seals can be replaced;
- b) concurrently provide the permissible characteristic flow rate and pressure data for the hydrant. The Service Provider is not responsible for the pressure of the water or flow rate in the network at the time of use.

Art. 10

Billing of grouped non-residential utility users

For grouped utility users that do not include any indirect users of a domestic residential nature, the tariff correspon-

ding to the underlying units is applied, dividing consumption by sub-type, if the measurement is known, otherwise based on the property units, and fixed quotas are allocated according to the sub-type for each underlying property unit.

Art. 11

Billing criteria for condominium utilities with individually contracted units

Pursuant to the management specifications outlined in this Addendum, for all condominium utilities where there are also contracts with the individual property units, the positive difference between the consumption detected by the general utility meter and the sum of the consumption detected by the individual meters will be billed according to the modalities undersigned by all individual condominium residents and by the condominium administrator in the Management Agreement that will have to be made with the Service Provider to govern service management modes and times.

The difference in consumption can hence be divided equally among the holders of the individual contracts, applying the basic tariff of the water supply service only to this additional consumption, or billed directly to the condominium users by applying the basic tariff for the category of use that prevails among all the property units in the condominium.

For pre-existing situations, in the absence of a specific indication by the Condominium Administrator/reference person for the condominium network, the difference in consumption will be divided equally among the holders of the individual contracts, applying the basic tariff of the water supply service only to this additional consumption.

In the presence of leaks in the water network, for the sections located within the condominium's private property, reference shall be made to the provisions expressly set out in Article 17 "Specifications on Indoor Systems".

Art. 12

Management specifications on arrears

The application modes of interest on arrears, as set forth in Art. 28.3 of the Integrated Water Service Supply Regulations, is retained relative exclusively to residential domestic users and users whose supply cannot be disconnected, in coherence with what is set forth in Art. 4 of Annex A of Resolution 311/2019/R/ws (REMSI - 'Regulation of arrears in the integrated water service'). For users not part of these categories, the following charges shall be applied:

- legal interest shall apply from the first day following the bill's due date up to the 10th day;
- legal interest increased by 3.5 percentage points in the event of payment beyond the 10th calendar day from the bill's due date up to the 60th day;
- if the state of arrears continues beyond the 60th calendar day from the bill's due date, legal interest is increased by 5 percentage points.

The Service Provider has the right to interrupt the supply of the service to the delivery point also by applying on the meter a shut-off valve for the water supply, monitored via remote control or in any case subject to periodical technical checking by the Service Provider. In these cases, the meter will remain in its housing.

Art. 13

Management specifications on meters

Regarding meters, the obligations of ordinary diligence include:

- a) the care and maintenance of the meter housing (which consists of a niche, a compartment, and an inspection chamber): i.e., the End User must maintain the housing free and clean and guarantee the measuring instrument protection from frost;
- b) periodical checking/testing of the meter to detect any anomalies and, in particular, intervening directly and promptly in the event of excessive consumption due to hidden leaks downstream of the meter.

Art. 14

Management specifications on individual and condominium utilities

Without prejudice to what is set forth in art. 20 and 21 of the *Integrated Water Service Supply Regulations*, In the event of failure to comply with the formal notice referred to in the aforementioned articles, the Service Provider reserves the right to suspend the supply, giving advance notice within thirty days.

Art. 15

Individualisation of condominium utility accounts

The provisions set forth in articles 21 and 33 of the *Integrated Water Service Supply Regulations* apply to all condominium utilities, independently of the relative formal set-up as a condominium.

In the realm of interventions to separate the utility supply for individual units, recalling also what is set forth by ARERA in Resolution 639/2021/R/WS, to integrate and complete what is set forth in the above-mentioned articles, the Service Provider, in the realm of its rights to identify the best technical-economic solutions aimed at eliminating situations where there exists only one condominium meter serving several property units, identifies additional cases where it can correlate the different types of individual metering that can be made on condominium utilities, both new and related to pre-existing situations:

1. CASE "A"

This category includes all those situations where the condominium contract is terminated with concurrent:

- removal of the relative meter;
- installation on public property of the individual meters serving each property unit.

Downstream of the individual meters, there is the possibility of placing the autoclave serving each utility thus rendered individual.

2. CASE "B"

The categories that follow (B1 and B2) include all the situations where individual meters serving the individual property units are installed, and, concurrently, the general meter serving the condominium utility also remains installed. This general meter will be used to verify the presence of any consumption differences compared to the sum of consumptions detected on the meters installed on the individual property units that fall under this general meter.

"B1"

This category includes all those situations characterised by:

- the installation of a general control meter, located on public property before the condominium autoclave and connected to the private network. This control meter identifies the delivery point of the supply;
- the installation on public property of all the individual meters serving each utility thus separated;
- signing of an agreement between the Service Provider and the Condominium to govern the modalities and terms of service management, including the modalities for the billing of any difference between what is detected by the general meter and the sum of the consumptions detected by the individual meters installed.

"B2"

This category includes all those situations characterised by:

- the installation of a general control meter, located on public property before the condominium autoclave and connected to the private network. This control meter identifies the delivery point of the supply;
- the installation on public/condominium property of all the individual meters serving each utility thus separated;
- signing of an agreement between the Service Provider and the Condominium to govern the modalities and terms of accessing the meters located on private/condominium property and service management, including the modalities for the billing of any difference between what is detected by the general meter and the sum of the consumptions detected by the individual meters installed.

With reference to categories B1 and B2, below are listed the eligibility prerequisites:

- general control meter located on public property;
- absence of previous arrears on the condominium utility;
- presence of technical conditions that allow the acquisition of a self-reading in smart and semi-smart mode (DRIVE BY-WALK BY);
- signing the contract with the condominium.

In all cases (individual metering of type A, B1 and B2), for the individually contracted utilities, what is set forth and established by the *Integrated Water Service Supply Regulations* applies, including what is set forth regarding security deposits and debt collection (restriction/suspension/deactivation of the supply).

Art. 16 **Maintenance specifications on integrated water service networks**

The water and sewerage networks maintained by the Service Provider are those for which there is evidence, through the transfer of management by public administrations or other acts, of their public nature. If there is no certainty about the public nature of the networks, the reference is made to the public or private property of the areas above as specified in art. 22 of the *Integrated Water Service Supply Regulations*: for networks located in public areas, the process for their acquisition into public ownership will be formalized, and a technical analysis will be carried out in advance to verify that their technical characteristics and efficiency are consistent with those of the networks already under management.

Art. 17 **Specifications on indoor systems**

All operations, inspections, maintenance, and repairs on derivations, connections, water devices, and meters - from the point of connection to the water network up to the point

where the Service Provider delivers the service - are the responsibility of the Service Provider exclusively, and hence absolutely forbidden to users and to any other subject, who would be responsible also for any and all consequences.

If the characteristics of the works to be performed allow it, the Service Provider can grant the End User the right to make the connection autonomously, excluding the point of connection to the water network, as long as the works are performed in a workmanlike manner, complying with all trade regulations and pursuant to the technical requirements supplied by the Service Provider, who will then verify proper fulfilment.

Water distribution systems located downstream of the point where the Service Provider delivers the supply, except for the consumption meter, are built and maintained at the expense of the End User and must be built in a workmanlike manner and in compliance with every trade regulation. The End User remains civilly and criminally liable for the above-mentioned installations. Without prejudice to what is set forth in arts. 20 and 21 of the *Integrated Water Service Supply Regulations*, in the presence of leaks on the water network downstream of the point where the Service Provider delivers the service, in the event of the End User's failure to comply with repair works to limit leaks, in consideration of the urgency of the intervention for the protection of the water source, the Service Provider also reserves the right to intervene promptly, reducing and/or suspending the flow. In these cases, the Service Provider is exonerated from the obligations of a technical and contractual quality of the service supplied.

In areas characterised by insufficient water pressure, the Service Provider can supply indications regarding the installation of hydraulic equipment useful in reducing the above-mentioned criticality (such as, for example, storage tanks, lifting systems, ...) to be built pursuant to what is set forth in the reference regulations in force at the time, serving the individual or several property units.

Private water wells or other private water abstractions, and the pipelines they supply, may under no circumstances be

hydraulically connected to the potable water system, even if such connections are fitted with shut-off or check valves. The distribution network of such water, separate from potable water, must be easily recognisable.

For existing systems, the End User must verify compliance with the regulations described.

The Service Provider exclusively evaluates the connection modes and conditions on the pipelines managed, in compliance with supply and flow, in order to guarantee service under the terms of law.

Art. 18

Specifications on sewerage connections

The work involved for the connection in the public black or mixed wastewater sewerage system of non-white wastewater discharges shall be carried out, starting from the connection point, at the expense of the applicant, who may choose to have the work performed by the Service Provider or to carry it out themselves, in accordance with the technical specifications prescribed by the Service Provider for the delivery of wastewater to the existing collectors.

All excavation, backfilling, restoration and any masonry work on private property shall be carried out at the expense and under the responsibility of the applicant and may not in any case concern works or parts of works located downstream of the delivery point.

For new connections, a delivery chamber (trapped sump) must be provided, which must have two inspection points: the bend (the responsibility of the End User) and the siphon (the responsibility of the Service Provider) or, alternatively, a single-piece siphon with two caps. The trapped sump will have to be placed at the boundary of the User's private property, in the point closest to the public sewerage collector, and in any case, in a position that can guarantee access by the Service Provider at any time.

The delivery chamber constitutes the point of delivery of wastewater: upstream, up to the discharge equipment, responsibility and maintenance are to be borne by the owner;

downstream, up to the main collector, responsibility and maintenance are to be borne by the Service Provider.

The End User is responsible for building the delivery chamber, and they will also be responsible for the relative maintenance. In the case of pre-existing connections to the public sewerage system made directly without the insertion of the accessible delivery chamber and the siphon, maintenance of the length of the pipeline up to the point of insertion of the main collector is always to be borne by the End User.

For the purposes of the Service Provider taking charge of the maintenance of the aforementioned section of pipeline up to the main collector, the End User must see to bringing the sewerage system up to standard, as prescribed in the specific communication by the Service Provider, in the modalities and time schedules identified at the time.

Usually, for new connections, no internal sewerage discharge device of the buildings may have its outlet below street level.

The Service Provider may in any case authorise discharges with outlets below street level on condition that the End User sees to the creation of a delivery chamber in a suitable position indicated by the Service Provider, that also functions in the event of flow disconnection, should the pipeline be under pressure.

For pre-existing connections, refer to what is expressly set forth in art. 24.4 of the *Integrated Water Service Supply Regulations*.

If, for any reason, an existing sewerage connection is placed out of use, the End User is obliged to notify the Service Provider in order to close down the discharge.

In areas served by separate sewerage networks (black water and white water), all owners of discharges in public sewerage systems are obliged to separate wastewater originating from the buildings, creating distinct connections to the existing sewerage collectors. Note: connections to the white sewerage system are the responsibility of the Municipality.

In areas served by combined sewerage systems, for new buildings or existing buildings undergoing extraordinary maintenance, it is mandatory to separate wastewater (black

water and first flush rainwater, in the case of industrial connections) from rainwater (white water and second flush rainwater, in the case of industrial connections), by creating separate inputs into the combined sewerage system, or provisions for the future separation of sewerage networks. In particular technical or environmental situations, the Service Provider can assess issuing different derogations or requirements. Additionally, in order to ensure the proper functioning of the sewerage system and any destination plant, with reference to non-domestic users engaged in food production and processing activities, the Service Provider reserves the right to require the installation of suitable oil and grease separation devices designed to retain fatty and oily substances from being discharged into the public sewerage system.

Art. 19

Connection to new sewerage networks

With reference to connections of new sewerage networks for upgrading and/or the extension of the existing sewerage network, with interventions of both a public and private nature, refer to what is set forth in the Technical Regulations approved through Resolution No. 3 of 08/02/2019 of the Assemblea AIT (Tuscan Water Authority Assembly).

Art. 20

Particular connection cases to the public sewerage system

If the public sewerage system is authorised, pursuant to regulations in force, to accept new discharges or wastewater coming from modifications made to existing discharges, the requirements for the relative connection shall be assessed on a case-to-case basis at the time of the estimate, always in light of the legal and authorisation procedures in force at the time. All users who obtain all or part of their water supply from sources other than the public water network and discharge wastewater into the public sewerage system are

required to install and maintain instruments for measuring the quantity of water withdrawn that is discharged into the public sewerage system. Users are also obliged to ensure the perfect functioning of the meters by periodically and at their own cost carrying out the necessary maintenance work and notifying the Service Provider, through the corporate free-phone number, of any failures or blocks before removing the temper-evident seal.

The meters must be installed by and at Users' expense and must be compliant with the technical specifications issued by the Service Provider.

Existing utilities equipped with an autonomous water system connected to the public sewerage system must notify the Service Provider. Discharges from autonomous water systems without meters are considered non-compliant with this Addendum, and the owners of such discharges are required to install a suitable meter, and its the installation must be promptly communicated to the Service Provider. In the event of failure to install a meter upon request by the Service Provider, after 20 days from the notification through which the Service Provider requests the installation of the consumption meter, the discharge shall be closed down. Should it not be closed down, the End User shall be charged, on a 6-monthly basis, a consumption determined based on the type of user.

The End User is obliged to allow the Service Provider to access the private meter for relative checks at any time.

The Service Provider may request that the private meter be subjected to checks for proper functioning.

Art. 21

Specifications on wastewater discharge regulations

The instructions, provisions and conditions contained herein comply with the regulations, provisions and general and specific laws in force at the time, including those relating to health, public hygiene and water pollution control, to which reference is therefore made.

For any changes to activities that may occur after the au-

thorisation has been issued, refer to the provisions of Italian Presidential Decree 59/2013 for the relevant definitions and procedures for notification/variation/request for a new AUA (Autorizzazione Unica Ambientale – Single Environmental Authorisation).

With regard to the discharge of industrial wastewater into the public sewerage system, the Service Provider may submit a reasoned request to the competent Authority for a review of the requirements contained in the pre-existing authorisation issued to the End User if, based on an analysis of the type of discharge and the samples taken, such discharges, in terms of quality and/or quantity, are found to be detrimental to the proper functioning of public sewerage and treatment plants.

Regarding the prohibition on diluting discharges, refer to the relevant legislation, which is hence strictly applied in order to ensure maximum protection for the service and the environment. Any and all solutions necessary in specific and particular cases is subject to the Service Provider's sole discretion and decision.

When drawing up contracts for industrial wastewater services, the Service Provider sends the End User a technical annex containing detailed information on the management and billing methods applied by the Service Provider.

The tariff is determined based on the quality and quantity of wastewater discharged, according to the 'polluter pays' principle, in accordance with the fee structure in force at the time, as approved by ARERA [Regulatory Authority for Energy, Networks and Environment].

In order to monitor the concentration of the main and specific pollutants, once the characteristics of each User are assessed, the Service Provider reserves the right to take additional samples compared to the minimum annual number of analytical determinations on industrial wastewater set forth in art. 7.2 of the *Acceptability of Industrial Wastewater into the Public Sewerage System Regulations*.

Anyone who causes accidental spills of wastewater into the public sewerage system that contravene the authorised methods and/or quality and/or quantity limits is required

to promptly notify the Service Provider, first by telephone (using the free-phone number for reporting failures), then in writing, by email or certified email, in order to receive instructions on the actions, including immediate actions, to be taken to contain the possible harmful effects of the incident.

The above-mentioned subjects are obliged to follow the instructions given by phone or verbally by the Service Provider, who will then confirm them in writing.

This is without prejudice to all other obligations incumbent upon the person responsible for the event vis-à-vis the supervisory bodies (ASL Local Health Authority, ARPAT Regional Environmental Protection Agency of Tuscany), Region of Tuscany, etc.).

The Service Provider organises a suitable control service of the wastewater in the public sewerage system by carrying out the inspections and checks necessary for the verification, in compliance with the contractual and regulatory obligations.

The owner of the discharge, whether industrial or assimilated to domestic, is obliged to supply the information requested from time to time by the Service Provider during the inspection.

The staff of the Service Provider must be allowed access to the building object of the checks in order to verify compliance with the contractual and regulatory obligations and compliance with the provisions of the authorisation to discharge.

Art. 22

Transitory and final provisions

The protection of personal data confidentiality is governed by current regulations. Complaints are disciplined in the Service Charter.

The Service Provider remains uninvolved in any dispute between the End User and third parties and, in any case, in any relationship between private individuals.

