

Mill Brook Village Water System
Tariff
For Water Production and Distribution
in
a portion of the Town of Thornton, N.H.

Issued: _____

Issued by: _____

Effective: _____

Title: _____

(Authorized by NHPUC Order No. ... in Docket DW 14-176 dated _____).

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Description of Service Area

All residential lots or condominiums located in Mill Brook Village, Brookside Hollow or The Falls at Mill Brook subdivisions in the Town of Thornton, N.H.

Terms and Conditions

1. Customers

"Customer" means any person, firm, partnership, corporation, cooperative marketing association, tenant, governmental unit, or a subdivision of a municipality, or the State of New Hampshire, who has contracted for water service from Mill Brook Village Water System.

2. Arrangements for Service

Application for service shall be made by the prospective owner of a residential dwelling in the Service Area at the time the prospective owner executes a Purchase and Sale Agreement for the unit, in accordance with PUC 1203.01. Application for service shall be made by any tenant of an owner of a residential dwelling in the Service Area at the commencement of the tenancy. The rendering of service by the Company and its use by the Customer shall be deemed a contract between the parties and subject to all provision of this Tariff applicable to such service.

3. Service Pipe

(a) Company Facilities. The Company shall be the Owner of all mains and other facilities not expressly defined as being Customer Facilities in paragraph (b) herein below. The Company Facilities shall include, but not necessarily be limited to, all distribution mains within the limits of the public or private roadways, and all wells, pumps and pumping facilities related thereto. Any water meters installed by the Company will be the property of the company.

(b) Customer Facilities. The Customer shall own any piping located on their property after the exit side of the curb stop. The Company reserves the right to install water meters in the Customer's facility. The meter and its immediate connections will be owned by the Company.

4. Right of Access

Pursuant to any easements or recorded plans filed with Grafton County Registry of Deeds, any authorized Company representative shall be permitted access to the Customer's premises at any time to inspect or repair the curb stop or meter and its associated pipe connections, and to inspect the meter, for the purpose of enforcing the provisions of this tariff.

5. Tampering

All gates, valves, shutoffs, curb stops, water meters or other installation or equipment of the Company shall not be opened, closed or tampered with in any way by any person other than an authorized employee/contractor of the Company.

6. Company Liability

The Company will not be responsible for any loss, cost or expense caused by interruption of service due to repairs, construction or conditions beyond the control of the Company. Under no circumstances will the Company be responsible for consequential damages, such as economic loss, caused by system malfunction or interrupt of service.

7. Payment for Service

Bills. All Customers will be billed either monthly or quarterly in arrears for services rendered in accordance with the rate schedule. Bill for service will be issued quarterly in accordance with the terms of payment specified in the appropriate rate schedule and are due and payable upon presentation. Bills not paid within thirty days (30) days from the invoice date shall bear interest at the rate of one percent per month until payment is received by the Company. In accordance with PUC 1203.08, financial hardship customers are not subject to late charges and penalties.

Penalty for Bad Checks. Whenever a check or draft presented for payment is not accepted by the institution on which it is written, the Company will impose a charge of the bank processing fee.

Deposits. The Company may require a deposit equal to one quarter of service as defined in section 1203.03 of the NHPUC's code of administrative rules. Deposits shall be maintained in accordance with the rules of the NHPUC.

Collections. If any bill for service is unpaid after forty five (45) days from the billing date and no payment arrangement has been made, the Company will issue a mid-quarter billing with the addition of a finance charge. The Company will issue a letter indicating that if the balance remains unpaid after 60 days from the billing date and no payment arrangement has been made, the Company will add a collection fee (\$50.00). The Company would also include a copy of the tariff provision related to payment for services (which identifies the collection and other fees). In addition, if a payment arrangement has been agreed upon, but not followed, the Company will add a collection fee. In accordance with PUC 1203.08, financial hardship customers are not subject to late charges and penalties.

Water Service Shutoff for Non-payment. If any bill for service is unpaid after ninety (90) days from the billing date and no payment arrangement has been made, the Company reserves the right to shutoff service after giving seven (7) days notice. There will be a \$250.00 addition charge in addition to all unpaid balances before water service will be returned.

Cost of Collections. In the event a customer fails to make payment to Company, and Company incurs expense in its effort to collect payment, the Company's reasonable costs of collection, including, but not limited to, attorney's fees, court fees, sheriff's fees, witness fees, and administrative fees, shall be payable by customer to Company and shall be added to the customer's account.

Lien. If the Company receives a favorable judgment from the small claims court, and the bill remains unpaid, the Company may add an administrative fee of \$100.00 in order for the Company to place a lien on the property. In addition, filing fees and other fees and expenses will be added to the Customer's account.

Change of Ownership. Until the Company is notified of a change in ownership or the premises served, the Company will hold the Customer of record responsible for payment of service.

Mill Brook Village Water System

RATE SCHEDULE

1. Residential Service
2. There are no other service classes.

AVAILABILITY:

This schedule is applicable to each unit of residential real estate in the Service Area which is connected to the Company's facilities. This rate is available to unit owners who are customers. All residential lots or condominiums located in Mill Brook Village, Brookside Hollow or The Falls at Mill Brook subdivisions are required to be connected to the community water system as per their Association Documents and recorded subdivision plans.

CHARACTER OF SERVICE:

The Company is responsible for the supplying and transporting of water from the Customer's premises to each customer, subject to the Terms and Conditions of this tariff.

RATE

\$994.00 per year billed either (\$248.50 per quarter) or (\$82.83 per month).

TERMS OF PAYMENT

Bills, under this Rate Schedule, are rendered quarterly in arrears on the first day of the quarter (or as soon thereafter as is practicable) following the quarter. The bills are due and payable upon presentation. Bills not paid within thirty (30) days from the postmarked date shall bear interest at the rate of one percent per month until payment is received by the Company.

MIMIMUM CHARGE

One quarterly payment.

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