

FOREST EDGE WATER COMPANY, INC.

ORIGINAL PAGE NO. ____

NHPUC NO. _____ WATER

ORIGINAL
N.H.P.U.C. Case No. <u>DW 12-254</u>
Exhibit No. <u>#7</u>
Witness <u>St Cyr, LaFlamme</u>
DO NOT REMOVE FROM FILE

TARIFF
 FOR
 WATER SERVICE
 IN
 CONWAY, NEW HAMPSHIRE

Authorized by NHPUC Order No. _____
 in Docket No. DW _____
 dated _____, 2013

Issued: _____

Issued by: Forest Edge Water Company, Inc.

Effective: _____

By: Nathaniel Sullivan, President

FOREST EDGE WATER COMPANY, INC.

ORIGINAL PAGE NO. _____

NHPUC NO. _____ WATER

TABLE OF CONTENTS

	<u>PAGE</u>
SERVICE AREA	1
TERMS AND CONDITIONS	1
RATE SCHEDULES	7

NHPUC NO. _____ WATER

SERVICE AREA

The territory authorized to be served by Forest Edge Water Company, Inc. (the “Company”) and to which this tariff applies: a limited area in the Town of Conway, Carroll County, New Hampshire, and as more specifically shown on a map filed separately with the NHPUC and incorporated in this tariff by reference.

TERMS AND CONDITIONS

1. Service Extensions:

Extensions will be made to existing mains provided:

- A. The highway in which extension is to be located has established grades and has been dedicated to public use;
- B. The Company will extend its mains after the requesting customer has made a contribution in aid of construction to the Company, equal to the estimated cost of the proposed extension. Adjustments will be made when the actual cost has been determined; or

2. Applications for Service:

Applications for service should be made to Forest Edge Water Company, Inc. Whether or not a signed application for service is made by the customer and accepted by the Company, the rendering of service by the Company, and its use by the customer, shall be deemed a contract between the parties subject to all provisions of this tariff applicable to the service.

3. Service Pipe:

The Company will install and maintain the service pipe from the main to the property line. The Company will own and maintain the service pipe up to the property line. Each customer will provide, own, and maintain the service pipe from the property line, and will install a stop and waste cock easily accessible and located inside the building near the service entrance.

4. Pipes and Fixtures:

All piping and fixtures shall be maintained by the customer in good repair, free from leaks and protected against freezing at the customer’s expense. Failure to do so as soon as possible after a problem is detected may result in service discontinuance.

NHPUC NO. _____ WATER

5. Use of Water:

All persons shall avoid unnecessary waste of water. They shall not allow water to run to prevent freezing or longer than necessary for proper use. Water will not be supplied at fixture rates for any continuous flow device. The Company shall determine what constitutes waste or improper use and will restrict the same when necessary. The Company shall not be responsible for damage caused by water leaking or escaping from the customer owned portion of the service line or from the customer's piping, plumbing, or fixtures.

6. Hot Water Tanks:

All customers having direct pressure hot water tanks or appliances must place proper automatic vacuum relief valves in the pipe system to prevent any damage to such tanks or appliances should it become necessary to shut off the water on such direct pressure installations. Service will be provided to such direct pressure installations only at the customer's risk, and in no case will the Company be liable for any damage occasioned thereby.

7. Restricted Use:

When necessary to conserve supply, the Company may restrict the use of hand hoses, lawn sprinklers, above or underground irrigation systems, and other non-essential water consuming equipment, including swimming pools.

8. Stoppage and Damage:

The water may be shut off for repairs or construction by a representative of the Company, in which case the Company will use reasonable efforts to notify the customers affected. The Company shall not be responsible for any damage caused by periodic cleaning of pipes, opening or closing of valves, or any other cause due to no lack of reasonable care on the part of the Company.

9. Tampering:

No person shall open, close, or tamper with any and all gates, valves, shut offs, standpipes, or other property of the Company, other than an authorized representative or employee of the Company.

10. Billing:

Bills will be rendered periodically in accordance with the "terms and payment" specified in the rate schedule and are due and payable within thirty days of presentation.

NHPUC NO. _____ WATER

11. Company Liability:

- A. The Company will not be responsible for any damage caused by shut offs in the mains or service pipes, because of shortage of supply, setting, or removing meters, repairs, construction, or for other reasons beyond the control of the Company. No refunds to customers served on fixture rates will be made unless the interruption is in effect for a continuous period in excess of ten days, in which case a proportional refund will be made. Notice of shut off will be given when practicable; however, nothing in this rule shall be construed as requiring the giving of such notice.
- B. The Company will not be responsible for damage caused by dirty water which may be occasioned by periodic cleaning of pipes, reservoirs, or standpipes, or the opening or closing of any gates, valves, or hydrants, or any other cause due to no lack of reasonable care on the part of the Company.

12. Deposit:

The Company reserves the right to require a deposit subject to the regulations of the Public Utilities Commission. In the event the Company requires a deposit, the customer's account will be credited annually with interest equal to the prime rate on all deposits from the date of deposit to the date of termination. Deposits, plus any accrued interest thereon, less any amount due the Company, will be refunded within sixty days of termination of service.

13. Service Charge:

A charge equal to the hourly rate charged by the system operator per hour will be assessed for each visit to the customer's premises for the purpose of establishing or re-establishing water service at the Company curb cock, during normal Company hours.

14. Disconnection:

A. Disconnection With Notice.

- 1. Service may be disconnected, with appropriate notice, for nonpayment of a bill subject to the regulations of the Public Utilities Commission found in PUC 1203.11 for the following reasons:
 - a. The customer has failed to pay within thirty days following the postmarked date of any proper undisputed bill or deposit request;

NHPUC NO. _____ WATER

- b. The customer has failed to abide by the terms of a payment agreement made with the Company;
 - c. The customer refuses to give reasonable access to his or her premises for necessary inspection of Company property; and
 - d. The Public Utilities Commission orders the disconnection.
2. Notice may be sent not less than thirty days after postmark date of the original bill. Written notice of the Company's intent to disconnect shall be postmarked at least fourteen days in advance of the date of disconnect.
3. Service shall be disconnected only between the hours of 8:00 a.m. to 3:30 p.m. on any regular business day, but not preceding a day on which the Company's business office will be closed.
 - a. Prior to disconnection, the Company employee disconnecting the service shall notify an adult occupant of the premises or leave a note if no adult is present. The note shall contain the procedure to have service re-established.
 - b. The Company employee disconnecting the service shall accept payment in full of the bill tendered prior to commencing the disconnection to prevent disconnection. In such event, the employee shall give a receipt and leave the service intact. The customer shall pay the Company a fee for reconnection in the amount of the rate charged by the system operator.
 - c. The Company will restore service promptly upon the customer's request when the cause for disconnection has been removed and the customer has paid a reconnection fee of an amount equal to the Company's normal service charge.
4. When a customer cannot pay a bill in full, the Company shall continue to serve the customer if the customer pays a reasonable portion, at least 25%, of the outstanding bill in reasonable installments and to pay all future bills within thirty days following the postmarked date of the bill.
5. Customer Appeals: If a customer disputes a bill, the customer must request a conference with the Company prior to the date of disconnect. The appeals process shall comply with the procedures prescribed by the Public Utilities Commission.

NHPUC NO. _____ WATER

6. Medical Emergency: No service will be disconnected when the Company is advised that a medical emergency exists at the location or would result from the disconnection, in accordance with procedures set forth in Commission Rule No. 8.A.2,C,(1),(c).

B. Disconnection Without Notice.

Service may be disconnected without notice for any one of the following reasons:

1. Willful waste of water;
2. Tampering with Company property;
3. Vacancy or abandonment of premises;
4. Cross-connecting the Company's service with any other supply source;
5. Violation of restricted use rules properly made by the Company;
6. The customer has obtained utility service in an unauthorized manner or used utility service fraudulently;
7. A condition dangerous to the health, safety, or utility service of others exists; or
8. Clear and present danger to life, health, or physical property exists.

These requirements shall not impose a duty on Company to know of any dangerous condition, or to insure against any such condition.

15. Miscellaneous Charges:

A. Costs of Collection.

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, court fees, sheriff's fees, witness fees, administrative fees, and attorney's fees, shall be payable by customer to Company and shall be added to the customer's account.

NHPUC NO. _____ WATER

B. Service Calls.

There will be a charge for any and all service calls that occur due to no lack of reasonable care on the part of the Company. Effective until further notice, the hourly charge, not including materials, equipment use, or transportation, will be as follows:

During regular working hours:	<u>\$62.00</u>
Off regular hours and weekends:	<u>\$93.00</u>

C. Service Connection Charge.

There will be a service charge for turning off or turning on water at customer's request. The service charge will be equivalent to the sum of the cost of one hour of labor time as shown in Part B of this section.

D. 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 \$35.00 or the processing fee, whichever is greater.

16. Right of Access:

Any authorized Company representative shall have the right to access and shall be permitted access to customer's premises at any time, upon reasonable notice under the circumstances, to inspect the plumbing, fixtures, and appliances supplied with water.

NHPUC NO. _____ WATER

RATE SCHEDULES

GENERAL SERVICE – UNMETERED

AVAILABILITY:

This service is applicable to all unmetered water service in the territory.

RATES:

\$463.37 per year or \$115.84 per quarter.

TERMS OF PAYMENT:

Bills are rendered quarterly, the first day of the quarter for the prior quarter (i.e., October 1, 2013 for the July 1 – September 30, 2013 period) and are due and payable upon presentation. If payment is not made within thirty days from postmarked date, disconnect action may be taken in accordance with regulations of the N.H. Public Utilities Commission. In addition, a 5% late fee shall be assessed to the customer after thirty days from postmarked date, and added to the customer's account.