

N.H. P.U.C. - No.1 - Water
ROSEBROOK WATER COMPANY, INC.

SUPPLEMENT No. 1
TARIFF
for
WATER SERVICE
in
THE STATE OF NEW HAMPSHIRE



By this supplement the Rosebrook Water Company, Inc. hereby adopts the entire tariff identified as NH PUC No. 1 which was issued by the Bretton Woods Water Company, Inc. on May 28, 1974.

Issued: May 22, 1980

Effective: May 22, 1980

Issued by: 

Title: Richard A. Tanch
President and Treasurer

Authorized by NHPUC Order No. 14,183, in case No. DE 80-27,
dated April 18, 1980.

NHPUC No. 1 - WATER

BRETTON WOODS WATER COMPANY, INC.



TARIFF

for

WATER SERVICE

in

THE STATE OF NEW HAMPSHIRE

Issued: *May 28, 1974*

Issued by: *Paul F. Donovan*

Effective: *May 28, 1974*

Title: Clerk

Issued in Compliance with NHPUC Order No. 11423 and Case
No. *DE 74-37*

Bretton Woods Water Company, Inc.

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SERVICE AREA

The territory authorized to be served by this Company and to which this tariff applies is as follows:

A limited area in the Towns of Carroll, Bethlehem and the unincorporated Township of Crawford's Purchase as shown on a map filed separately with the Commission and incorporated in this tariff by reference.

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TERMS AND CONDITIONS

1. Application for Service

Application for water service may be made by either the owner or occupant of the premises. If the rendering of service requires a new service pipe and the application is made by the occupant of the premises he must present to the company a permit in writing from the owner of the premises authorizing the company to enter the premises and do the necessary work. 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 and subject to all provisions of the tariff applicable to the service.

2. Service Pipe

a. Location. Service pipe connection will be made only from the street which is the legal address of the premises served. Except that as to unit ownership structures and Town House structures one main service pipe may serve the total structure which individual connections to all units therein from within the structures.

b. Installation, Ownership and Maintenance. All service pipes, including the shut-off within the limits of the highway, shall be installed, owned and maintained by the company. From the limits of the highway to the premises served the service pipe, in accordance with company specifications, shall be installed, owned and maintained by the customer. Such installation shall be in no manner approved by the company,

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Bretton Woods Water Company, Inc.

TERMS AND CONDITIONS, Cont.

and for all future services the pipe shall be not less than 3/4 inch inside diameter. On future installations, or re-installations of service lines, only one customer will be supplied through one service pipe.

As to all unit ownership structures and Town House structures served by one main entrance service line, all such lines shall be installed, owned and maintained by the company to the point of each service connection for each unit taking service from such main.

c. Joint Use of Service Pipe Trench. No service pipes shall be laid in the same trench with sewer pipe or any other facility of a public utility, nor within three (3) feet of any open excavation or vault, except as may be allowed under NHWSPC and PUC Regulations.

d. Temporary Service Connection. Temporary service is one installed to any building or trailer not placed on a permanent foundation, or to a garden or for other temporary use. The whole cost of installation from the nearest available main, and maintenance, shall be at the customer's expense. If, within five (5) years, a temporary service becomes permanent, the company will reimburse the customer for its share of the service pipe expense.

e. Stop and Waste Cock. Every service must be provided with a stop and waste cock easily accessible and located inside the building near the service entrance. All piping shall be below frost level or otherwise protected from freezing and shall be so arranged as to permit draining whenever necessary.

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TERMS AND CONDITIONS, Cont..

f. Thawing. When it becomes necessary to thaw a frozen service pipe and it cannot be determined where it is frozen, and the company at the customer's request undertakes to thaw the same, one-half of the cost thereof shall be paid by the customer.

3. Winter Construction.

Ordinarily no new service pipes or extensions of mains will be installed during winter conditions (when frost is in the ground) unless the customer shall defray all extra expense occasioned by such installation.

4. Maintenance of Plumbing.

Customers shall maintain the plumbing and fixtures within their own premises in good repair, free from leaks and protected from freezing, at their own expense; and for failure to do so service may be disconnected. Any relocation of the service pipe on customer's premises due to change in grade, relocation of grade or otherwise shall be at the customer's expense, and in no event shall the company be responsible for any damage done by water escaping therefrom.

5. Meters.

a. Use of Meters. All water service will be metered, except the following:

- (1) Customers supplied under the unmetered service classification "GU". However, meters will be installed in accordance with the provisions of a plan filed as a part of this tariff, or when

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TERMS AND CONDITIONS, Cont.

- (a) There is excessive or abnormal use of water.
- (b) Water is used for purposes other than covered by the rate classification.
- b. Size of Meter. The size of the meter will be determined by the company; where appropriate, meters to be equipped with remote reader.
- c. Meter Setting. The customer shall provide a clean, dry, warm and accessible place for the installation of the meter, as nearly as possible at the point of entrance of the service pipe to the building. The cost of the meter and installation shall be borne by the company; however, the company reserves the right to charge customers - -
 - (1) For excess cost over the cost of a meter that the company determines should be used whenever the customer requests a special metering device or a meter larger than the company determines is necessary.
 - (2) For piping and fittings in excess of normal requirements.A meter, once set, will be relocated only at the customer's expense.
- d. Meter Boxes. When the customer fails or neglects to furnish a suitable location for a meter inside his building or where for other reasons it is necessary or expedient to locate the meter in an underground box or vault, the customer shall bear the expense of same. Any relocation of such underground box or vault shall be at the customer's expense.

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- e. Repairs. Meter repairs or replacements necessitated by ordinary wear will be paid for by the company; those caused by freezing, hot water or by other fault of the customer will be charged to the customer.
- f. Auxiliary Meters. If additional or auxiliary meters are desired by the customer for showing sub-division of the supply, they shall be furnished, installed and maintained at the customer's expense.
- g. Non-Registering Meters. If a meter is found which does not register, the bill for the period of non-registration will be based upon information recorded prior to or subsequent to the period of non-registration, and any other pertinent information supplied by the customer or known to the company.
- h. Testing. Meters will be tested before installation. Thereafter all meters will be tested in accordance with the requirements of the meter testing rules and regulations of the N. H. Public Utilities Commission.

6. Fixtures.

- a. Alterations. Customers supplied with water service on flat rates or fixture rates shall promptly notify the company when any additional fixtures are installed or when alterations are made in existing fixtures.
- b. Charges. The appropriate rate will be charged for all fixtures whether used or not unless such fixtures are permanently disconnected from both supply and waste pipes, except that where both hot and cold water are supplied through the same fixture only one charge will apply.

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TERMS AND CONDITIONS, Cont.

7. Hot Water Tanks.

All customers having direct pressure hot water tanks or appliances must place proper automatic vacuum and 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 the street mains or service pipe. 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.

8. Use of Water.

- a. Waste and Leaks. Customers on flat or fixture rates shall prevent all unnecessary waste of water. They shall not allow it 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.
- b. Restricted Use. When necessary to conserve supply the company may restrict or prohibit the use of hand hose, lawn sprinklers and air-conditioning equipment.

9. Cross-Connections.

No cross-connection between the public water system and any non-potable supply will be allowed unless properly protected. No connection capable of causing back-flow between the public water supply system and any plumbing fixture, device or appliance, or between any waste outlet or

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TERMS AND CONDITIONS, Cont.

pipe having direct connection to waste drains will be permitted. If the company discovers such a connection service will be discontinued immediately.

10. Tampering.

All gates, valves, shut-offs and standpipes which are the property of the company shall not be opened or closed or tampered with in any way by any person other than an authorized employee of the company.

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, repairs or 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 (10) 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. Payment for Service.

- a. Bills. Bills for water service will be rendered periodically in accordance with the "Terms of Payment" specified in the applicable

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rate schedule and are due and payable at the office of the company upon presentation.

- b. Disconnection for Non-Payment. Service may be interrupted or discontinued for non-payment thirty days (30) from the date the bill is rendered provided a five (5) days written notice has been given.
- c. Deposits. In order to protect against loss, a deposit may be required of not less than \$ 5.00 nor more than the estimated bill for a period of thirty (30) days in excess of the normal billing period. Seasonal customers may be required to make a cash deposit equal to the estimated cost of the seasonal use. The customer's account will be credited annually with simple interest at the rate of 6% per annum on all deposits held six (6) months or more. Deposits, plus any accrued interest thereon, less any amount due the company, will be refunded upon termination of service or when satisfactory credit relations over not less than twelve (12) months have been established. When a deposit is applied against an account which has been terminated, interest shall cease to be accumulated on the balance at the date of termination. The receipt of a deposit by the company shall in no way relieve the customer from compliance with the company's regulations as to advance payments (if any) and the prompt payment of bills, nor constitute a waiver or modification of the practices of the company for the discontinuance of service for non-payment of any sums due for service rendered.
- d. Customer Responsibility. Where there is more than one (1) occupant of a building supplied with water, the plumbing must be so arranged as to permit a separate service for each place of business or abode

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unless the owner of the premises makes application for service and thereupon assume responsibility for payment of all charges for water service rendered to the property.

13. Disconnection of Service

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

- a. Use of water for purposes other than described in the application.
- b. Misrepresentation in the application.
- c. Willful waste of water.
- d. Tampering with company property.
- e. For vacancy.
- f. For cross-connecting the company's service pipe with any other supply source.
- g. Refusal of reasonable access to property.

14. Vacancy of Premises

Until the company is notified in writing of a change in occupancy, the customer of record will be held responsible for all charges.

15. Service Connection Charge

A charge of \$10.00 will be made when service is initially established or re-established following disconnection for any reason.

16. Right of Access

Any authorized company representative shall have the right and be permitted access to customer's premises at any time to inspect the plumbing, fixtures, or appliances supplied with water; set, read, remove, replace or repair meters; enforce these Terms and Conditions.

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TERMS AND CONDITIONS, Cont..

17. Main Pipe Extensions.

Extensions of main pipes to serve new customers will be made in accordance with the provisions of the Main Pipe Extension Plan set forth in the tariff and, in general, as set forth in the general plan for service as filed with The Public Utilities Commission, each such extension to be confirmed by filing the precise plans therefor with said Commission and in compliance with commission regulations.

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EXTENSIONS OF MAIN PIPE - "CONTRIBUTION PLAN"

I. Initial Contribution Plan

- a. Single Family Lots: A tap-in charge of \$500. will be made when a lot owner initially builds a residence and connects to the water system, or upon 10 years from the date of lot acquisition by the original lot owner (once sold after layout), whichever shall sooner occur.
- b. Condominium or Townhouses: There is a tap-in charge of \$500.00 for each meter connection to be paid by any builder upon such connection being made to any unit or structure.

II. Main Extension - Contribution Plan:

Main extensions will be made upon petition of prospective customers subject to the following Terms and Conditions:

- a. Main pipe extensions shall be laid by and shall be the property of the Bretton Woods Water Company, Inc.
- b. Highways and streets in which an extension is to be made must have been laid out, lines and grades established, rough-graded and dedicated to common use.
- c. The size of pipe shall be determined by the company in accordance with conditions surrounding the extensions, including the possibility of future expansion and fire protection.
- d. For each customer to be served at the regularly filed and published tariff rates the company will at its own expense extend its mains a distance not to exceed 100 feet.

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EXTENSIONS OF MAIN PIPE - "CONTRIBUTION PLAN", Cont.

- e. For extensions averaging more than 100 feet per customer, the customer or customer group will be required to make a "contribution in aid of construction" and deposit with the company in advance of construction an amount equal to the construction cost (exclusive of services as appropriate) of such extension after deducting therefrom the cost of 100 feet for each customer served from such extension. Such construction costs shall be based on the average installed cost of like-size mains. The computation of the applicable construction costs shall be filed as a part of this tariff, revised annually when necessary to reflect current costs.
- f. The deposit may be apportioned among the customers to be served.
- g. If during the period of 5 years immediately following the date of the original contract an additional customer or additional customers are connected to an extension made under a deposit agreement, the deposit requirement will be recomputed according to the new density established and the new customer or customers will be required to deposit their proportional part of the total deposit and a pro-rata refund made to the original depositors.
- h. If a subsequent main extension is made, either continuous or lateral, supplied from the original extension upon which a deposit is still refundable, a recalculation will be made on the basis of the customer density thereby established. The customer density is increased thereby it will be combined with the original extension and pro-rata and equitable refunds will be made to the original depositors. If the customer density is decreased thereby then such extension will be considered a new and separate extension.

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EXTENSIONS OF MAIN PIPE - "CONTRIBUTION PLAN", Cont.

- i. Treatment of customers involving existing guaranteed main pipe extensions will be in accordance with the following:
 - 1) If all customers on an existing main pipe guaranteed extension agree, they may transfer to this new plan upon the payment of the charges required herein, receiving a credit against such charges of all amounts heretofore paid as investment charges and contributions under the old plan.
 - 2) If an extension is made to an existing guaranteed extension under the old plan, the extension will be made under the provisions herein. The charges against the customers on the existing guaranteed extension will be recomputed as if the new extension had been originally made as a part thereof; and if the charges to the existing customers would be decreased thereby, their future payments shall be so reduced; but if the charges to the existing customers would be increased thereby, the existing charges shall remain in effect.
- j. The company shall not be required to construct extensions under the above terms where the business to be secured will not be of reasonable duration or will tend in any way to constitute discrimination against other customers of the company.
- k. Except under unusual circumstances the construction of main extensions will be carried on between May 15th and November 15th of each year.

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The following is the computation of the average cost per foot for the installation of 4 " and 6 " pipe for the year 1973-4. This average cost will be used for construction costs applicable to all Main Extensions.

Item	<u>4 " Pipe</u>	<u>6" Pipe</u>
1. Number of feet installed	466 feet	364 feet
2. Cost of pipe installed	\$3,728.00	\$3,640.00
3. Average cost per foot applicable to Main Extensions	\$ 8.00	\$ 10.00

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GENERAL SERVICE - AVAILABILITY

Rate Schedule - "GA"

AVAILABILITY:

This schedule is applicable to all services in the territory, except where connection to a main has been made as provided herein below.

RATES: Monthly

Initial charge per customer-unit (imposed upon lot purchasers who closed purchase after March 1, 1974 - charge expressed in purchase contract and affirmed by signed document at closing purchase). \$5.00

For availability of water in the distribution mains of the company for use on any lot commencing upon the availability of water in a main in front of or adjacent to any such lot of a customer and continuing thereafter so long as water is available for use, until connection is actually made to such a main.

MINIMUM CHARGE:

The minimum charge under this rate will be the initial charge which shall continue until connection is made to a distribution main of the company.

TERMS OF PAYMENT:

Bills under this rate are net, will be rendered semi-annually on the first day of June and December and are due and payable upon presentation.

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Title: Clerk

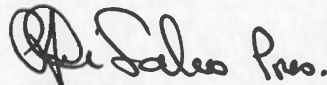
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Second Revised Page 18
issued in lieu of First Revised
page 18

THIS PAGE CANCELS
THE INFORMATION ON
ORIGINAL PAGE 18

Issued: 1-30-95
Effective: 1-02-90


Issued by: ROSEBROOK WATER CO.
Title: PRES.

Issued in accordance with order 19,661
Dated January 2, 1990 in Docket DR-89-031

NHPUC No. 1 - Water

Bretton Woods Water Company, Inc.

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GENERAL SERVICE - Unmetered

Rate Schedule - "GU"

AVAILABILITY:

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

CHARACTER OF SERVICE:

Water is obtained from wells and will be transmitted by pumps to a storage tank and then transmitted by gravity flow to the individual service pipes at a maximum pressure of 280 pounds per square inch.

RATES: Quarterly

Initial Charge per customer-unit: (includes first outlet, usually ordinary sink)	\$9.25
Each additional ordinary sink, or inside faucet	1.50
First toilet	6.50
Each additional toilet	1.50
First Bath Tub or shower	5.25
Each additional bath tub or shower	1.50
First Lavatory	1.50
Each additional Lavatory	1.00
First Sillcock or Hose Connection	4.25
Each additional sillcock or outside connection	1.50
Each washing machine - automatic	2.75
Each washing machine - non-automatic	1.00
Each Dishwashing Machine	1.50
Garbage Disposal Unit	1.50

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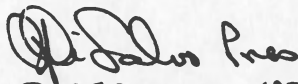
Title: Clerk

NHPUC No. 1 - Water
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First revised page 19
Superceding original page 19

THIS CANCELS THE
INFORMATION CONTAINED ON
ORIGINAL PAGE 19

Issued: 1-30-95
Effective: 1-02-90


Issued by: ROSEBROOK WATER CO
Title: PRESIDENT

Issued in accordance with order dated
January 2, 1990 Docket DR 89-031

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GENERAL SERVICE - UNMETERED, Cont.

MINIMUM CHARGE:

The minimum charge under this rate will be the initial charge.

TERMS OF PAYMENT:

Bills under this rate are net; will be rendered quarterly on the first day of March, September and are due and payable upon presentation.

TERMS OF CONTRACT:

The minimum term of contract for service under this rate will be one year.

Issued: May 28, 1974

Effective: May 28, 1974

Issued by: Paul F. Donovan
Title: Clerk

Third revised Page 20
Issued in lieu of second revised Page 20

GENERAL - SERVICE - Metered

Rate Schedule - 'GM'

AVAILABILITY:

This schedule is applicable to all water service in the territory except municipal and private fire protection.

CHARACTER OF SERVICE:

Water is obtained from wells and will be transmitted by pumps to a storage tank and then transmitted by gravity flow to the individual service pipe at a pressure ranging from 40 to 200 pounds per square inch.

RATES - Quarterly

The rate for metered service shall include an initial charge per customer unit based upon the size of the meter, which shall include gallons used, as follows:

Size of Meter	Initial Charge per Quarter
5/8"	\$ 35.00
3/4"	\$ 38.50
2"	\$ 101.50

Issued: April 30, 1996

Issued by: Rosebrook Water Company, Inc.


Robert A. Satter

Effective: April 30, 1996

Title: President

Issued in accordance with Order 22,120
Dated April 30, 1996, Docket DR 95-304

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First Revised Page 20
Superceding original page 20

Rosebrook Water Company, Inc.

GENERAL SERVICE - Metered

Rate Schedule - "GM"

AVAILABILITY:

This schedule is applicable to all water service in the territory except municipal and private fire protection.

CHARACTER OF SERVICE:

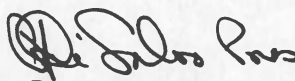
Water is obtained from wells and will be transmitted by pumps to a storage tank and then transmitted by gravity flow to the individual service pipe at a pressure ranging from 40 to 200 pounds per square inch. (Or at a maximum pressure of 280 pounds per square inch.)

RATES: Quarterly

The rate for metered service shall include an initial charge per customer unit based upon the size of the meter, which shall include gallons used, as follows:

<u>Size of Meter</u>	<u>Initial Charge per Quarter</u>
5/8"	\$25.25
3/4"	\$27.77
2"	\$73.22

Issued: 1-30-95
Effective: 1-02-90


Issued by: ROSEBROOK WATER CO
Title: PRESIDENT

Issued in accordance with order dated
January 2, 1990 Docket DR 89-031

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GENERAL SERVICE - Metered

Rate Schedule - "GM"

AVAILABILITY:

This schedule is applicable to all water service in the territory except municipal and private fire protection.

CHARACTER OF SERVICE:

Water is obtained from wells and will be transmitted by pumps to a storage tank and then transmitted by gravity flow to the individual service pipe at a pressure ranging from 40 to 200 pounds per square inch. (Or at a maximum pressure of 280 pounds per square inch.)

RATES: Quarterly

The rate for metered service shall include an initial charge per customer unit based upon the size of the meter, which shall include gallons used, as follows:

<u>Size of Meter</u>	<u>Initial Charge per Quarter</u>
1" and smaller	\$22.50
over 1" to 1-1/2"	\$30.00
over 1-1/2"	\$45.00

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Issued by: Paul F. Donovan

Effective: May 28, 1974

Title: Clerk

Fifth revised Page 21
Issued in lieu of Fourth revised Page 21

GENERAL - SERVICE - Metered (Continued)

Rate Schedule - 'GM'

QUANTITY OF WATER USED

Per 100 gallons \$0.4040

REFUND CREDIT

The Company will refund \$31,016.33 through a credit to all its customers except MWH Preservation Limited Partnership properties paying pursuant to a Special Contract. Customer credits will be made in four Company billings commencing with the bills rendered on or about April 1, 2000. Each customer will receive a prorata amount of the \$31,016.33 refund based on the customer's payments for the period July 1, 1999 to March 31, 2000.

MINIMUM CHARGE:

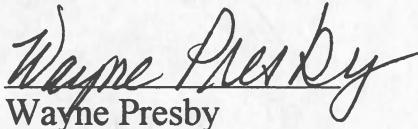
The minimum charge will be the Initial Charge.

TERMS OF PAYMENT:

Bills under this rate are net and will be rendered (quarterly) on April 1, July 1, October 1, and January 1, and are due and payable upon presentation.

Issued: April 1, 2000.

Issued by: Rosebrook Water Company, Inc.


Wayne Presby

Effective: April 1, 2000

Title: Chairman

Issued in accordance with Order **23,441**
Dated April **10**, 2000, Docket DR 99-073

Fourth revised Page 21
Issued in lieu of third revised Page 21

GENERAL - SERVICE - Metered (Continued)

Rate Schedule - 'GM'

QUANTITY OF WATER USED

Per 100 gallons \$0.6631

SURCHARGE

The Company is authorized to recover \$20,125. in rate case expenses related to DR 95-304. 70% of the expenses, \$14,087.50, will be recovered in a surcharge to its commercial, other than MWH Properties, and residential customers over a two-year period beginning with bills rendered on or about April 1, 1996. The quarterly surcharge will be \$7.72. 30% of the expenses, \$6,037.50, will be recovered by a quarterly surcharge to the MWH Properties of \$754.68.

MINIMUM CHARGE:

The minimum charge will be the Initial Charge.

TERMS OF PAYMENT:

Bills under this rate are net and will be rendered (quarterly) on April 1, July 1, October 1, and January 1, and are due and payable upon presentation.

Issued: April 30, 1996

Issued by: Rosebrook Water Company, Inc.


Robert A. Satter

Effective: April 30, 1996

Title: President

Issued in accordance with Order 22,120
Dated April 30, 1996, Docket DR 95-304

NHPUC No. 1 - Water

Second revised Page 21

Issued in lieu of First revised

Rosebrook Water Company, Inc.

Page 21

GENERAL SERVICE - Metered, Cont.

Rate Schedule - "GM"

Plus an additional charge based on metered service as follows:

QUANTITY OF WATER USED:

PER 100 gallons

\$0.4934

MINIMUM CHARGE:

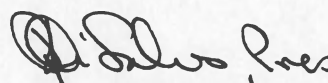
The minimum charge will be the Initial Charge

TERMS OF PAYMENT:

Bills under this rate are net; will be rendered (quarterly) on March 1st, June 1st, Sept. 1st and Dec. 1st and are due and payable upon presentation.

Issued: 1-30-95

Effective: 1-02-90


Issued by: ROSEBROOK WATER CO
Title: PRESIDENT

Issued in accordance with order 19,661 dated
January 2, 1990 Docket DR 89-031

NHPUC No. 1 - Water

Bretton Woods Water Company, Inc.

Original Page 21

GENERAL SERVICE - Metered, Cont.

Rate Schedule - "GM"

Plus an additional charge based on metered service as follows:

QUANTITY OF WATER USED:

First 4,000 gal. per Quarter	Initial Charge
next 3,000 gal.	\$.0008 per gallon
next 18,000 gal.	\$.00075 per gallon
over 25,000	\$.0006

MINIMUM CHARGE:

The minimum charge will be the Initial Charge

TERMS OF PAYMENT:

Bills under this rate are net; will be rendered (quarterly) on March 1st, June 1st, Sept. 1st and Dec. 1st and are due and payable upon presentation.

Issued: May 28, 1974

Effective: May 28, 1974

Issued by: Paul F. Donovan
Title: Clerk

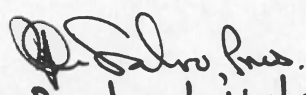
NHPUC No. 1 - Water

First revised Page 22
Superceding original page 22

Rosebrook Water Company, Inc.

THIS PAGE CANCELS THE
INFORMATION ON ORIGINAL PAGE 22

Issued: 1-30-95
Effective: 1-02-90


Issued by: Rosebrook Water Co.
Title: PRESIDENT

Issued in accordance with order 19,661 dated
January 2, 1990 Docket DR 89-031

NHPUC No. 1 - Water

Bretton Woods Water Company, Inc.

Original Page 22

FIRE PROTECTION - Non-Municipal

Rate Schedule "FP-NM"

I. HYDRANT SERVICE - Each customer of the Company on an improved lot or condominium and within 500 feet of a Company provided fire hydrant or hose outlet, shall be assessed the following quarterly rates:

Rate: Quarterly

1. \$7.50 per single family unit, whether metered or unmetered
2. \$75.00 per multiple dwelling units over one and up to 10 served by a single meter
3. \$187.50 for multiple dwelling units over 10 and up to 25 served by a single meter.
4. \$200.00 for multiple dwelling units in excess of 25 served by a single meter.
5. \$25.00 for those structures other than residential uses, intended primarily for business purposes. This charge applies to the owner of multiple use structures and is in addition to any rate defined in 2, 3, or 4 above.

II. SPRINKLER CONNECTIONS, PRIVATE HOSE CONNECTIONS, AND PRIVATE HYDRANTS - Each customer of the Company that is connected to the system by a fire protection installation shall be assessed the following quarterly rates.

Rate: Quarterly

1. \$50.00 for those structures protected by private sprinkler and/or hose connections and/or hydrants. This charge is in addition to I. Hydrant Service.

III. CHARACTER OF SERVICE

The Company will install hydrants in a consistent manner so that each structure, in so far as practical, will be no greater than 500 feet from any said hydrant.

The Company will provide connections suitable for private sprinkler, hydrant, or hose connections, where practical, upon request of a customer.

Issued: May 28, 1974

Effective: May 28, 1974

Issued by: Paul F. Donovan

Title: Clerk

NHPUC No. 1 - Water

Bretton Woods Water Company, Inc.

Original Page 23

FIRE PROTECTION - Non-Municipal - Cont.

The Company will exercise due effort to maintain at all times the normal pressure on the distribution system, but the Company shall not be held liable for the failure or either the supply or distribution division of its system to furnish its normal quantity of water at adequate pressure when such failure is due to the elements, natural causes, breaks, leaks, unusual or recurrent drafts, or the excess or unlawful use of water.

Issued: May 28, 1974

Effective: May 28, 1974

Issued by: Pan F. Donovan
Title: Clerk

NHPUC No. 1 - WATER

ROSEBROOK WATER COMPANY, INC.

TARIFF

for


WATER SERVICE

in

THE STATE OF NEW HAMPSHIRE



Issued: **April 14, 1997**

Issued by: 
Robert A. Satter

Effective: **April 30, 1996**

Title: President

Issued in Compliance with NHPUC Order No. 22,120 in Docket DR 96-069.

**NHPUC NO. 1 - Water
Rosebrook Water Company, Inc.**


Original Page 1

SERVICE AREA

The territory authorized to be served by this Company and to which this tariff applies is as follows:

A limited area in the Towns of Carroll, Bethlehem and the incorporated Township of Crawford's Purchase as shown on a map filed separately with the Commission and incorporated in this tariff by reference.

Issued: **April 14, 1997**

Issued by: 
Robert A. Satter

Effective: **April 30, 1996**

Title: President

**NHPUC No. 1 - Water
Rosebrook Water Company, Inc.**

Original Page 2

TERMS AND CONDITIONS

1. Service Pipe.

a. Location.

(1) Single Family Homes: Service pipe connections will be made in the street which is nearest to the premises served.

(2) Condominiums and Other Multi-Family Residences: One main service pipe may serve the total structure with individual connections to all units therein from a distribution manifold located on common property owned by the property owners' association.

b. Installation, Ownership, and Maintenance.

(1) Single Family Homes: All service pipes up to the premises' curb-stop shall be owned and maintained by the Company. From the curb stop to the premises served, the service pipe shall be installed, owned and maintained by the customer. Such installations shall be in a manner approved by the Company in writing prior to construction and shall be no less than 3/4 inch inside diameter. All new curb stops shall be placed at the property line.

(2) Condominiums and Other Multi-Family Residences: All service pipes up to the units exterior shut-off valve shall be owned and maintained by the Company.


c. Joint Use of Service Pipe Trench. No service pipes shall be laid in the same trench with gas pipe, sewer pipe or any other facility of a public utility, nor within three (3) feet of any open excavation or vault.

d. Temporary Service Connection. Temporary service is one installed to any building or trailer not placed on a permanent foundation, or to a garden or for other temporary use. The whole cost of installation from the nearest available main, and maintenance, shall be at the customer's expense.

2. Winter Construction

Ordinarily, no new service pipes or extensions of main will be installed during winter conditions (when frost is in the ground) unless the customer shall defray all extra expense occasioned by such installation.

Issued: April 14, 1997

Issued by: 
Robert A. Satter

Effective: April 30, 1996

Title: President

**NHPUC No. 1 - Water
Rosebrook Water Company, Inc.**

Original Page 3

3. Maintenance of Plumbing.

Customers shall maintain the plumbing and fixtures within their own premises in good repair, free from leaks and protected from freezing, at their own expense; and for failure to do so service may be disconnected. Any relocation of the service pipe on customer's premises due to change in grade, relocation of grade or otherwise shall be at the customer's expense, and in no event shall the company be responsible for any damage done by water escaping therefrom.

4. Meters.

a. Use of Meters. All water service will be metered. The initial meter will be purchased to Company specifications by the developer or owner building the premises or connecting to the system. However, in the case of any new individual non-developer customers, the Company shall provide the meter. Subsequent owners will not be charged for a meter.

b. Size of Meter. The size of the meter will be determined by the Company.

c. Meter Setting. The customer shall provide a clean, dry, warm and accessible place for the installation of the meter, as nearly as possible at the point of entrance of the service pipe to the building. The cost of the initial meter and installation shall be borne by the developer or owner except as provided in Section 4.a. Once accepted by the Company, the meter and setting shall become the property of the Company. The Company reserves the right to charge customers:

(1) For piping and fittings in excess of normal requirements.

(2) A meter, once set, will be relocated only at the customer's expense. No meter shall be installed if the percent error of registration is greater than that allowed by commission rules.


d. Meter Boxes. When the customer fails or neglects to furnish a suitable location for a meter inside his building or where, for other reasons, it is necessary or expedient to locate the meter in an underground box or vault, the customer shall bear the expense of same. Any relocation of such underground box or vault shall be at the customer's expense.

e. Testing and Repairs. The Company shall be responsible for all meter testing. Meter repairs or replacements necessitated by ordinary wear will be paid for by the Company; those caused by freezing, hot water or by other fault of the customer will be charged to the customer.

f. Auxiliary Meters. If additional or auxiliary meters are desired by the customer for showing subdivision of the supply, they shall be furnished, installed and maintained at the customer's expense.

g. The Company reserves the right to remove and to test any meter at any time and to substitute another meter in its place. In the case of a disputed account involving the question as to the accuracy of the meter, such meter will be tested by the Company upon request of the applicant. The fee for testing such meter will be thirty dollars (\$30.) and payable in advance of the test.

Issued: **April 14, 1997**

Issued by: 
Robert A. Satter

Effective: **April 30, 1996**

Title: President

NHPUC No. 1 - Water

Original Page 4

h. In the even the meter so tested is found to have an error in registration in excess of three percent (3 %) at any rate of flow within normal flow limits, to the prejudice of the customer, the fee advanced for testing will be refunded and the current bill rendered, based on the last reading of such meter. This correction shall apply to both over-and-under registration.

i. The customer shall permit no one not an agent of the Company, to remove, inspect, or tamper with the meter or other property of the Company on his premises. The customer shall notify the Company, as soon as it comes to his knowledge, of any injury to, or any cessation in registration of the meter.

5. Hot Water Tanks.

All customers having direct pressure hot water tanks or appliances must place proper automatic vacuum and 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 the street mains or service pipe. 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.


6. Restricted Use.

Customers shall prevent all unnecessary waste of water. They shall not allow it to run to prevent freezing or longer than necessary for proper use. When necessary to conserve supply, the Company may restrict or prohibit the use of hand hoses, lawn sprinklers and other non-essential water consuming equipment.

7. Cross Connections.

No cross connection between the public water system and any non-potable supply will be allowed unless protected by a system specifically designed for this purpose and the connection is approved by the Company and by the State of New Hampshire. No connection capable of causing back-flow between the public water supply system and any plumbing fixture, device or appliance or between any waste outlet or pipe having direct connection to waste drains will be permitted. If the Company discovers such a connection, service will be discontinued immediately.

Issued: April 14, 1997

Issued by: 
Robert A. Satter

Effective: April 30, 1996

Title: President

**NHPUC No. 1 - Water
Rosebrook Water Company, Inc.**

Original Page 5

A protective device shall be installed wherever an approved cross connection of water systems exists and/or where a potential threat to the potability of the water system can be shown to exist. All such devices shall be located at the service entrance, and all water consumption within the premises shall pass through the protective device.

The Company reserves the right to (1) require periodic inspections of customers' building or premises to ensure that the plumbing has been installed in such a manner as to prevent the possibility of pollution of the potable water supply of the Company by the plumbing; (2) require the purchase and installation of approved protective devices located at the service entrance to the premises as may be required to protect the potable water supply from potential cross connections; (3) require periodic inspection, testing and necessary repair of all such protective devices, the frequency of which will be dependent upon the degree of potential hazard, and (4) terminate service upon failure to comply with any of the above requirements.

No interconnections with other systems shall be made unless said secondary source satisfies in all respects RSA Chapter 149 and other State laws and regulations pertaining thereto.

A \$25.00 charge will be made when a backflow preventer is tested. Reduced pressure type devices will be tested twice each year. Double check valves will be tested annually.

8. Tampering.

All curb cocks, valves, grates, shutoffs, standpipes, hydrants, meters, etc., which are the property of the Company shall not be opened, or closed, or tampered with in any way by any person other than an authorized employee of the company or authorized by the Company.


9. Company Liability

a. The Company will not be responsible for any damage by shutoffs in the mains or service pipes because of shortage of supply, repairs or construction or for other reasons beyond the control of the Company.

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.

c. The Company will not be responsible for indirect or consequential damages caused by a lack of water or by leaks in the Company's mains, pipes or fittings.

Issued: April 14, 1997

Issued by: 
Robert A. Satter

Effective: April 30, 1996

Title: President

10. Landscape Repairs on Condominium Property

The Company will replace or repair landscaping or paving required by the Company's repairs to mains, piping and fittings located on condominium property. Landscaping replacements will be similar to those installed by the developer of similar units.

11. Customer Responsibility

Where there is more than one (1) occupant of a building supplied with water, the plumbing must be so arranged as to permit a separate service for each place of business or abode, unless the owner of the premises makes application for service and thereupon assumes responsibility for payment of all charges for water service rendered to the property.

12. Deposits.

The company policy will comply with section 1203.03 of the commission rules.

13. Payment for Service.

a. **Bills.** Bills for water service will be rendered quarterly in January, April, July and October for services rendered the previous quarter in accordance with the "Terms of Payment" specified in the applicable rate schedule. Payments are due and payable at the office of the Company within thirty (30) days from the date the bill was rendered.

b. **Disconnection for Non-Payment.** Service may be interrupted or discontinued for non-payment forty-five (45) days from the date the bill was rendered provided a fourteen (14) day written notice has been given.

c. **Penalties and Charges.** Interest shall be charged at eleven percent (11%) on all bills where payment is not received by the Company within thirty days (30) of the due date printed on the bill, until payment is received.

14. Applications for Service.


Application for water service may be made by either the owner or non-owner occupant of the premises. If the rendering of service requires a new service pipe, and the application is made by the occupant of the premises, he must present to the Company a permit in writing from the owner of the premises authorizing the company to enter the premises and do the necessary work. 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 and subject to all provisions of the tariff applicable to the service.

15. Disconnection of Service.

Service may be disconnected without notice for any of the following reasons.;

- a. Use of water for purposes other than described in the application.
- b. Misrepresentation in the application.
- c. Willful waste of water.
- d. Tampering with Company property.

Issued: **April 14, 1997**

Issued by: 
Robert A. Satter

Effective: **April 30, 1996**

Title: President

**NHPUC No. 1 - Water
Rosebrook Water Company, Inc.**

Original Page 7

- e. For vacancy as defined in Puc 1203.11.
- f. For cross-connecting the Company's service pipe with any other supply source.

16. Vacancy of Premises.

Until the Company is notified in writing of a change in occupancy, the customer of record will be held responsible for all charges.

17. Service Connection Charge.

A charge of twenty dollars (\$20.00) will be made when service is re-established following disconnection for any reason.

18. Right of Access.

Any authorized Company representative shall have the right and be permitted access to customer's premises at any reasonable time to inspect the plumbing, fixtures, or appliances supplied with water; set, read, remove, replace or repair meters; enforce these Terms and Conditions.

19. Penalty for Bad Checks.

Whenever a check or draft presented for payment of service is not accepted by the institution on which it is written, a charge of \$5 or the actual administrative cost of recovery, whichever is greater, may be imposed.

20. Collection Policy.

Whenever the Company sends an employee to the customer's premises for the purpose of disconnecting service for non-payment and the customer tenders payment in full of the bill to prevent disconnection, a charge of twenty dollars (\$20.00) will be imposed.


21. Main Pipe Extensions

Extensions of water mains, pipes and associated facilities to serve new customers will be made by the developer of the proposed subdivision or development at the developer's sole cost and expense.

a. Construction plans and specifications for the proposed extension of mains and additions to valves, fittings, hydrants, pumps or other facilities shall be prepared by the developer's professional engineer in accordance with industry standards and local, state and federal regulations. The developer's plans and specifications are subject to review and approval by the Company's engineer. Reasonable modifications of the developer's plans requested by the Company shall be incorporated into the plans by the developer.

b. Prior to commencing to construct water facilities the developer will enter into a written contract with the Company in which the developer agrees:

Issued: April 14, 1997

Issued by: 
Robert A. Satter

Effective: April 30, 1996

Title: President

**NHPUC No. 1 - Water
Rosebrook Water Company, Inc.**

Original Page 8

- (1) To transfer by bill of sale all water system facilities to the Company upon satisfactory inspection by the Company
- (2) To allow the Company to inspect the constructed facilities during construction,
- (3) To provide a one year comprehensive warranty on constructed facilities once the facilities are transferred to the Company.
- (4) To provide the Company with three sets of as-built plans.

c. Except under unusual circumstances, the construction of main extensions will be carried on between April 15 and November 15 of each year.

d. Prior to receiving service, the Developer shall grant to the Company easements necessary and sufficient for the Company to repair and maintain the conveyed facilities up to and including individual unit exterior shut-off valves.

Issued: April 14, 1997

Issued by: 
Robert A. Satter

Effective: April 30, 1996

Title: President

SEE SUPPLEMENT NO. 1 TO BRETTON WOODS
TARIFF...ROSEBROOK ADOPTED ON MAY 1980

ORIGINAL PAGES 1 THRU 8 ARE TARIFF NO. 1 FOR ROSEBROOK
AND PAGES 20 AND 21 WERE APPROVED IN DR 95-304 AND
ADDED TO THE NEW TARIFF AS APPROVED RATE SCHEDULES

Pages 20 and 21 were renumbered to Page 10 on

March 14, 2012.

NHPUC No. 2 – WATER

ROSEBROOK WATER COMPANY, INC.

TARIFF

for

WATER SERVICE

in

THE STATE OF NEW HAMPSHIRE

Issued:

3/19/12

Issued by:

Michael Brunetti

Effective:

Title: Director



Order 25,328 dated February 3, 2012 effective February 3, 2012

SERVICE AREA

The territory authorized to be served by Rosebrook Water Company and to which this tariff applies is as follows:

A limited area in the Towns of Carroll, Bethlehem and the incorporated Township of Crawford's Purchase as shown on a map filed separately with the Commission and incorporated in this tariff by reference.

DEFINITIONS

Approved backflow device - A backflow prevention device that has been manufactured to allow for accurate testing and inspection by a Rosebrook Water Company licensed operator so as to allow verification of performance.

Backflow - The flow of unwanted substances into the water distribution pipes of a potable supply of water.

Backflow prevention device - A device that is designed to, and which in practice does, prohibit unwanted substances from flowing into the water distribution pipes of a potable supply of water.

Bypass - Any piping arrangement installed so that water flows around rather than through a meter, pressure reducing valve or backflow prevention device.

Company - Employee or Representative of Rosebrook Water Company, Inc.

Cross-connection - Any actual or potential physical connection between public water supply and a potential source of contamination that would allow water or contaminants to be drawn back into the water system.

Developer - A person or entity proposing a new subdivision or other type of development.

Exterior shut off ('Curb Stop') – water shut off controlled by the Company.

Individual Connection - a connection having a securable water supply valve that shall only be opened or closed by an employee or agent of the Company.

Premises - includes the building, common area, and lawns.

TERMS AND CONDITIONS

1. Service Pipe.

a. Location.

(1) Single Family Homes: Service pipe connections will be made in the street which is nearest to the premises served.

(2) Condominiums and Other Multi-Family Residences: One main service pipe may serve the total structure with individual connections to all units therein from a distribution manifold located on common property owned by the property owners' association.

(3) Commercial Buildings: Service pipe connections will be made in the street which is nearest to the premises served and one main service pipe may serve the total structure with individual connections to all businesses/units therein from a distribution manifold.

b. Installation, Ownership, and Maintenance.

(1) Single Family Homes: All service pipes up to and including the premises' exterior shut-off valve shall be owned and maintained by the Company. From the exterior shut-off valve to the premises served, the service pipe shall be installed, owned and maintained by the customer. Such installations shall be in a manner approved by the Company in writing prior to construction and shall be no less than 3/4 inch inside diameter. All new exterior shut-off valves shall be placed at the property line.

(2) Condominiums and Other Multi-Family Residences: All service pipes up to and including the unit's exterior shut-off valve shall be owned and maintained by the Company. For condominiums, the space from the exterior shut-off valve to the premises shall belong to the association.

(3) Commercial Building: All service pipes up to and including the premises' exterior shut-off valve shall be owned and maintained by the Company. From the exterior shut-off valve to the premises served, the service pipe shall be installed, owned and maintained by the customer(s).

c. Joint Use of Service Pipe Trench. No service pipes shall be laid in the same trench with gas pipe, sewer pipe or any other facility of a public utility, nor within three (3) feet of any open excavation or vault.

d. Temporary Service Connection. Temporary service is one installed to any building or trailer not placed on a permanent foundation, or to a garden or for other temporary use. The whole cost of installation from the nearest available main, and maintenance, shall be at the customer's expense.

2. Winter Construction

Ordinarily, no new service pipes or extensions of main will be installed during winter conditions (when frost is in the ground) unless the customer shall defray all extra expense occasioned by such installation.

3. Maintenance of Plumbing.

Customers shall maintain the plumbing and fixtures within their own premises [e.g. building, common areas and lawns] in good repair, free from leaks and protected from freezing, at their own expense. Failure to do so as soon as possible after a problem is detected may result in service disconnection. Any relocation of the service pipe on customer's premises due to

change in grade, relocation of grade or otherwise shall be at the customer's expense. In no event shall the company be responsible for any damage done by water escaping from the customer-owned portion of the service line.

4. Meters.

- a. **Use of Meters.** All water service will be metered. The initial meter will be provided to the developer or homeowner by the Company. Subsequent owners will not be charged for a meter.
- b. **Size of Meter.** The size of the meter will be determined by the Company.
- c. **Meter Setting.** The customer shall provide a clean, dry, warm and accessible place for the installation of the meter, as nearly as possible at the point of entrance of the service pipe to the building. Owners shall install in the following order: pressure reducing valve, backflow preventer and meter, as shown on Attachment A. Owner shall contact Company prior to purchasing a pressure reducing valve to ensure it meets the Company requirement for sufficient PPSI ("psi"). Once accepted by the Company, the meter and setting shall become the property of the Company. The Company reserves the right to charge customers for all expenses involved in water hook-ups. A meter, once set, will be relocated only at the customer's expense. No meter shall be installed if the percent error of registration is greater than that allowed by commission rules.
- d. Customers shall also install a remote reader outside of their condo/home. This reader will be provided by, owned by and maintained by the Company ("maintained" defined as replacement once the unit is no longer functional). The installation must be done by a professional during construction. If any unit or subscriber does not have a reader installed within 120 days from written notification the Company will install one at owner's expense. If owner does not permit the Company to install reader then service may be turned off. Customers must keep outside remote readers accessible, including cleared of snow, landscaping and any other obstruction.
- e. **Meter Boxes.** When the customer fails or neglects to furnish a suitable location for a meter inside his building or where, for other reasons, it is necessary or expedient to locate the meter in an underground box or vault, the customer shall bear the expense of same. Any relocation of such underground box or vault shall be at the customer's expense.
- f. **Testing and Repairs.** The Company shall be responsible for all meter testing. Meter repairs or replacements necessitated by ordinary wear will be paid for by the Company; those caused by freezing, hot water or by other fault of the customer will be charged to the customer.
- g. **Auxiliary Meters.** If additional or auxiliary meters are desired by the customer or required for showing subdivision of the supply, they shall be furnished, installed and maintained at the customer's expense.
- h. The Company reserves the right to remove and to test any meter at any time and to substitute another meter in its place. In the case of a disputed account involving the question as to the accuracy of the meter, such meter will be tested by the Company upon request of the applicant. The fees for testing such meters will be: \$225.00 for a 5/8" meter, \$250.00 for a 1" meter or at market rate, whichever is greater. Any meter in excess of 1" will not be sent out for testing but will instead be tested in place. The cost will be \$500 for the first meter, \$300 for each subsequent meter tested on the same day at the same location – all costs for testing these meters will be a direct pass through to the customer. All fees are payable in advance of the test. In the event the meter so tested is found to have an error in registration in excess of three percent (3%)

at any rate of flow within normal flow limits, to the prejudice of the customer, the fee advanced for testing will be refunded and the current bill rendered, based on the last reading of such meter. This correction shall apply to both over-and-under registrations.

i. The customer shall permit no one who is not an agent of the Company, to remove, inspect, or tamper with the meter or other property of the Company on his premises. The customer shall notify the Company, as soon as it comes to his knowledge, of any injury to, or any cessation in registration of the meter.

5. Hot Water Tanks.

All customers having direct pressure hot water tanks or appliances must place proper automatic vacuum and 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 the street mains or service pipe. 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.

6. Restricted Use.

Customers shall prevent all unnecessary waste of water. They shall not allow it to run to prevent freezing or longer than necessary for proper use. When necessary to conserve supply, the Company may restrict or prohibit the use of hand hoses, lawn sprinklers and other non-essential water consuming equipment.

7. Cross Connections.

No cross connection between the public water system and any non-potable supply will be allowed unless protected by a system specifically designed for this purpose and the connection is approved by the Company and by the State of New Hampshire. No connection capable of causing back-flow between the public water supply system and any plumbing fixture, device or appliance or between any waste outlet or pipe having direct connection to waste drains will be permitted. If the Company discovers such a connection, service will be discontinued immediately.

A protective device shall be installed wherever an approved cross connection of water systems exists and/or where a potential threat to the potability of the water system can be shown to exist. All such devices shall be located at the service entrance, and all water consumption within the premises shall pass through the protective device.

The Company reserves the right to (1) require periodic inspections of customers' building or premises to ensure that the plumbing has been installed in such a manner as to prevent the possibility of pollution of the potable water supply of the Company by the plumbing; (2) require the purchase and installation of approved protective devices located at the service entrance to the premises as may be required to protect the potable water supply from potential cross connections; (3) require periodic inspection, testing and necessary repair of all such protective devices, the frequency of which will be dependent upon the degree of potential hazard, and (4) terminate service upon failure to comply with any of the above requirements.

No interconnections with other systems shall be made unless said secondary source satisfies in all respects RSA Chapter 149 and other State laws and regulations pertaining thereto.

If a business' water usage alters the content of the water drawn off the Company system so that it could potentially contaminate the water purity if it flowed back into the system, the Company will require a cross connection backflow preventer. Examples include the following but not limited to: soda foundations, coffee makers connected to the water supply, ice makers, bars, spas and pools. The business owner shall pay the full cost of all necessary installations, inspections and repairs, which shall be arranged by the Company. A charge consistent with current testing costs to the Company will be made when a backflow preventer is tested since the Company merely serves as the agent to arrange for testing to be done. Reduced pressure type devices will be tested twice each year as required by NH Code of Administrative Rules, Env-WS 364 Backflow Prevention. Double check valves will be tested annually.

8. Tampering.

All exterior valves, grates, shutoffs, standpipes, hydrants, meters, and all other Company property shall not be opened, or closed, or tampered with in any way by any person other than an authorized employee of the Company or as authorized by the Company.

- (1) Valves must not be paved over in roadways.
- (2) Shut offs must be accessible, clear of trees, bushes and mulch and a distance of not less than 4 feet from the building.
- (3) There shall be no shrubbery, fencing or rocks that obscure a clear path to all hydrants.
- (4) Bypasses are prohibited except where approved by the Company. If necessary to have one, owner must install in a location specified by the Company.

9. Company Liability

- a. The Company will not be responsible for any damage by shutoffs in the mains or service pipes because of shortage of supply, repairs or construction or for other reasons beyond the control of the Company.
- 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.
- c. The Company will not be responsible for indirect or consequential damages caused by a lack of water or by leaks in the Company's mains, pipes or fittings.

10. Landscape Repairs on Condominium Property

The Company will replace or repair landscaping or paving required by the Company's repairs to mains, piping and fittings located on condominium property if the Company's actions necessitated those repairs. The Company will not be liable for those landscaping or paving repairs which were required as a result of homeowner or association damage or alterations. Landscaping replacements will be similar to those installed by the developer of similar units.

11. Customer Responsibility

Where there is more than one (1) occupant of a building supplied with water, the plumbing must be so arranged as to permit a separate service for each place of business or abode,

unless the owner of the premises makes application for service and thereupon assumes responsibility for payment of all charges for water service rendered to the property.

12. Deposits. The company policy will comply with section 1203.03 of the commission rules.

13. Payment for Service.

a. Bills for water service will be rendered quarterly in January, April, July and October for services rendered the previous quarter in accordance with the “Terms of Payment” specified in the applicable rate schedule. Payments are due and payable at the office of the Company within thirty (30) days from the date the bill was rendered.

b. Disconnection for Non-Payment. Service may be interrupted or discontinued for nonpayment sixty (60) days or per current ruling from the date the bill was rendered provided a fourteen (14) day written notice has been given, per PUC 1203.11 of the commission rules.

c. Penalties and Charges. Interest shall be charged at eleven percent (11%) on all bills where payment is not received by the Company within thirty days (30) of the due date printed on the bill, until payment is received.

d. Non-water Rates:

Shut-off certified notice - \$15.00

Service Re-Connection - \$100.00

Penalty for Non-sufficient funds - \$35.00

Pre-disconnection payment at premises - \$40.00

Service Connection Charge - \$100.00

Customer-requested meter testing – Depends on size of meter: see section 4.h.

Back-flow preventer testing – actual expense to Company

All non-water rates are subject to adjustment in order to recoup any cost to the Company.

14. Applications for Service.

Application for water service may be made by either the owner or non-owner occupant of the premises. If the rendering of service requires a new service pipe, and the application is made by the occupant of the premises, he must present to the Company a permit in writing from the owner of the premises authorizing the company or the Company’s agent to enter the premises and do the necessary work. 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 and subject to all provisions of the tariff applicable to the service.

15. Disconnection of Service.

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

- a. Non-payment (section 13b.)
- b. Use of water for purposes other than described in the application.
- c. Misrepresentation in the application.
- d. Willful waste of water.

- e. Tampering with Company property or not maintaining customer's property to allow ease of access for Company personnel
- f. For vacancy as defined in PUC 1203.11.
- g. For cross-connecting the Company's service pipe with any other supply source (section 7).
- h. For not installing remote reader (section 4d)
- i. For any other activity which violates the terms of the tariff.

16. Vacancy of Premises.

Until the Company is notified in writing of a change in occupancy, the customer of record will be held responsible for all charges.

17. Service Re-Connection Charge.

A charge of one hundred dollars (\$100.00) will be made when service is re-established following disconnection for any reason.

18. Right of Access.

Any authorized Company representative shall have the right and be permitted access to customer's premises at any reasonable time to inspect the plumbing, fixtures, or appliances supplied with water; set, read, remove, replace or repair meters; enforce these Terms and Conditions.

19. Penalty for Bad Checks.

Whenever a check or draft presented for payment of service is not accepted by the institution on which it is written, a charge of thirty-five (\$35.00) or the actual administrative cost of recovery, whichever is greater, may be imposed.

20. Collection Policy.

Whenever the Company sends an employee to the customer's premises for the purpose of disconnecting service for non-payment and the customer tenders payment in full of the bill to prevent disconnection, a charge of forty dollars (\$40.00) will be imposed.

21. Main Pipe Extensions/New Connections/New Construction

Extensions of water mains, pipes and associated facilities to serve new customers will be made by the developer of the proposed subdivision or development at the developer's sole cost and expense. The Company considers these items to be a necessary part of the overall construction costs without regard to which party arranges for the work to be performed. The developer shall also reimburse the Company for its costs to prepare agreements, review engineering plans, and inspect the new facilities.

a. Construction plans and specifications for the proposed extension of mains and additions to valves, fittings, hydrants, pumps or other facilities shall be prepared by the developer's professional engineer in accordance with industry standards and local, state and federal regulations. The developer's plans and specifications are subject to review and approval by the Company's engineer. Reasonable modifications of the developer's plans requested by the Company shall be incorporated into the plans by the developer.

b. Prior to commencing to construct water facilities the developer will enter into a written contract with the Company in which the developer agrees:

(1) To transfer by bill of sale all water system facilities to the Company upon satisfactory inspection by the Company

(2) To allow the Company to inspect the constructed facilities during construction, and approve installation location and specifications prior to backfilling any trenches.

(3) To provide a one year comprehensive warranty on constructed facilities once the facilities are transferred to the Company.

(4) To provide the Company with three sets of as-built plans.

(5) To allow no one except Company to approve hook ups for hydrants or homes, and to establish connection.

c. Except under unusual circumstances, the construction of main extensions will be carried on between April 15 and November 15 of each year.

d. Prior to receiving service, the Developer shall grant to the Company easements necessary and sufficient for the Company to repair and maintain the conveyed facilities up to and including individual unit exterior shut-off valves.



NHPUC No. 2 - Water
Rosebrook Water Company

1st Revised Page 9
Issued in lieu of Original Page 9

GENERAL SERVICE – METERED

Rate Schedule – “GM”

AVAILABILITY:

This schedule is applicable to all water service in the territory except municipal and private fire protection.

CHARACTER OF SERVICE:

Water is obtained from wells and will be transmitted by pumps to a storage tank and then transmitted by gravity flow to the individual service pipe at a pressure ranging from 40 to 200+ pounds per square inch.

RATES - QUARTERLY

The rate for metered service shall include a quarterly charge per customer unit based upon the size of the meter, which shall include gallons used, as follows:

<u>Size of Meter</u>	<u>Quarterly Charge</u>
5/8"	\$29.72
1"	\$98.08
2"	\$318.01
3"	\$692.48
6"	\$2,772.88



Issued: January 9, 2014

Issued by: Nancy Oleson

Effective: January 1, 2014

Title: Operations Manager

Authorized by NHPUC Order No. 25,613 in DW 12-306 dated December 23, 2013.

**NHPUC NO. 2 – Water
Rosebrook Water Company, Inc.**

Original Page 9

GENERAL - SERVICE - Metered

Rate Schedule - 'GM'

AVAILABILITY:

This schedule is applicable to all water service in the territory except municipal and private fire protection.

CHARACTER OF SERVICE:

Water is obtained from wells and will be transmitted by pumps to a storage tank and then transmitted by gravity flow to the individual service pipe at a pressure ranging from 40 to 200+ pounds per square inch.

RATES - Quarterly

The rate for metered service shall include an initial charge per customer unit based upon the size of the meter, which shall include gallons used, as follows:

Size of Meter	Initial Charge per Quarter
5/8"	\$ 35.00
1"	\$ 38.50
2"	\$101.50
3"	\$101.50
8"	\$101.50

Issued: 3/19/12

Effective: _____

Issued by: [Signature]
Michael Brunetti

Title: _____

NHPUC No. 2 - Water
Rosebrook Water Company

1st Revised Page 10
Issued in lieu of Original Page 10

GENERAL SERVICE – METERED (continued)

Rate Schedule – “GM”

QUANTITY OF WATER USED

Per 1000 gallons \$5.33

MINIMUM CHARGE:

The minimum charge will be the quarterly charge per customer unit based upon the size of the meter.

TERMS OF PAYMENT:

Bills under this rate are net and will be rendered (quarterly) on April 1, July 1, October 1, and January 1 and are due and payable upon presentation.



Issued: January 9, 2014

Issued by: Nancy Oleson

Effective: January 1, 2014

Title: Operations Manager

Authorized by NHPUC Order No. 25,613 in DW 12-306 dated December 23, 2013.

NHPUC NO. 2 – Water
Rosebrook Water Company, Inc.

Original Page 10

GENERAL - SERVICE - Metered (Continued)

Rate Schedule - 'GM'

QUANTITY OF WATER USED

Per 1000 gallons **\$04.04**

MINIMUM CHARGE:

The minimum charge will be the Initial Charge.

TERMS OF PAYMENT:

Bills under this rate are net and will be rendered (quarterly) on April 1, July 1, October 1, and January 1, and are due and payable upon presentation.



Issued: 3/19/12

Issued by: [Signature]
Michael Brunetti

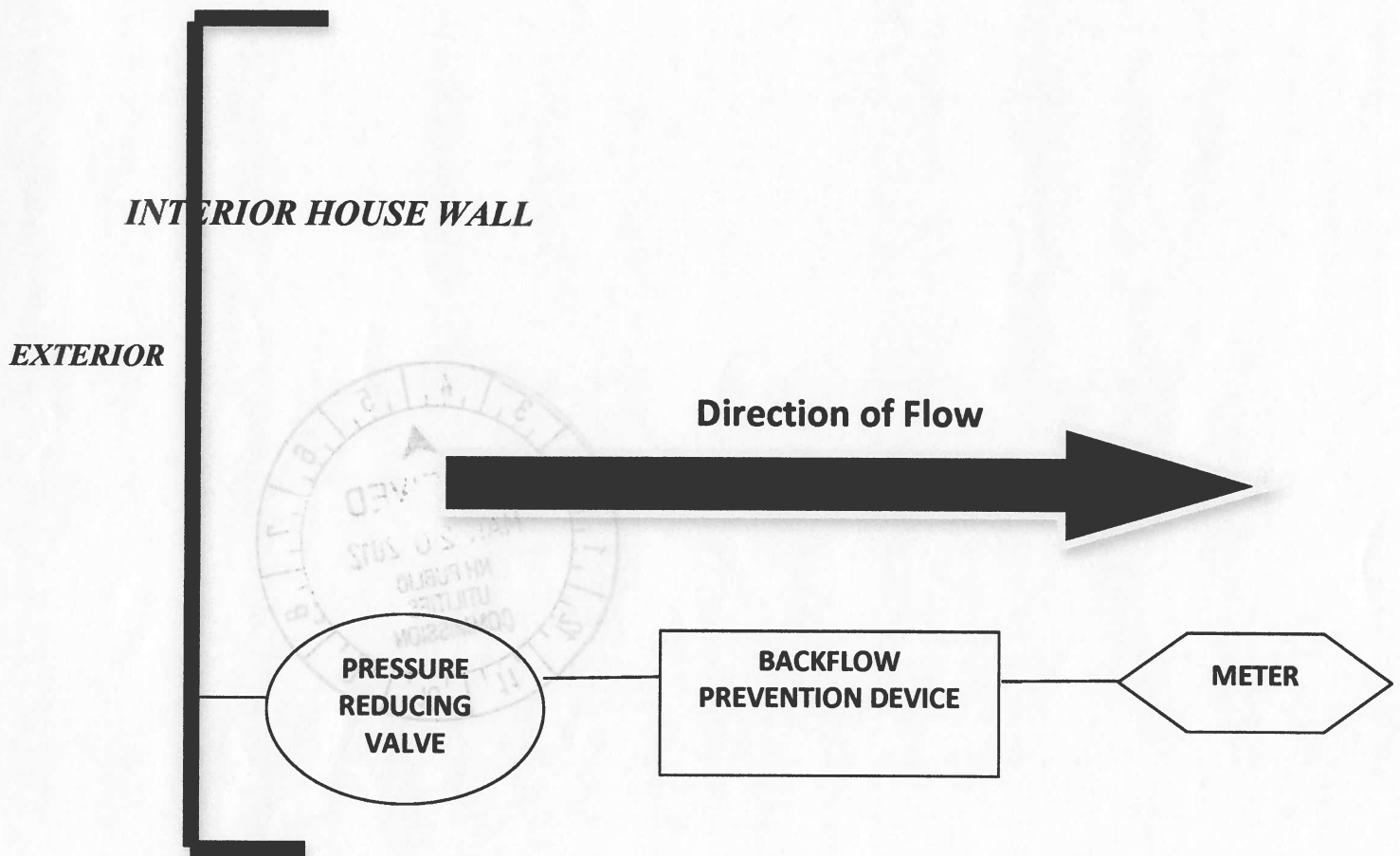
Effective: _____

Title: _____

**NHPUC NO. 2 – Water
Rosebrook Water Company, Inc.**

Original Page 11

Attachment A: INSTALLATION SEQUENCE



NHPUC No. 2 – Water

ROSEBROOK WATER COMPANY, INC.

Supplement No. 1

TARIFF

For

WATER SERVICE

In

THE STATE OF NEW HAMPSHIRE



Issued: March 21, 2014

Effective March 12, 2014

Issued by: *Nancy Oleson*
Nancy Oleson
Title: Operation Manager

Authorized by PUC Order No. 25,635 in Docket DW12-306 dated March 12, 2014.

NHPUC #2 – WATER, Supplement No. 1
Rosebrook Water Company

Page 1

GENERAL SERVICE - METERED

AVAILABILITY:

This schedule is applicable to all metered water service in the territory.

RATE CASE EXPENDITURE SURCHARGE:

\$2.92 per customer for one billing quarter.

Note: The rate case expenditures surcharge will be billed with the April 2014 quarterly billing for the 1st of 2014.

TERMS OF PAYMENT: Bill under this surcharge rate will be issued for one quarter.



Issued: March 21, 2014

Issued by: *Nancy Oleson*
Nancy Oleson
Title: Operation Manager

Effective: March 12, 2014

Authorized by NHPUC Order No. 25,635 in DW 12-306 dated March 12, 2014.

NHPUC NO. 1 – Water
Abenaki Water Company, Inc.
Carroll, NH

Temporary First Revised Page 9
Superseding Original Page 9

GENERAL SERVICE - METERED
Rate Schedule - "GM"

AVAILABILITY:

This schedule is applicable to all water service in the territory except municipal and private fire protection.

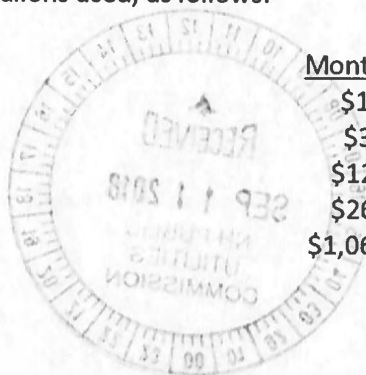
CHARACTER OF SERVICE:

Water is obtained from wells and will be transmitted by pumps to a storage tank and then transmitted by gravity flow to the individual service pipe at a pressure ranging from 40 to 200+ pounds per square inch.

RATES-MONTHLY:

The rate for metered service shall include a monthly charge per customer unit based upon the size of the meter, which shall include gallons used, as follows:

<u>Size of Meter</u>	<u>Monthly Charge</u>
5/8"	\$11.39
1"	\$37.56
2"	\$121.78
3"	\$265.20
6"	\$1,061.91



QUANTITY OF WATER USED:

Per 1,000 gallons \$6.30

MINIMUM CHARGE:

The minimum charge will be the monthly charge per customer unit based upon the size of the meter.

TERMS OF PAYMENT:

Bills under this rate are net and will be rendered monthly and are due and payable within thirty (30) days from the date the bill was rendered.

Issued: September 5, 2018
Effective: May 1, 2018

Issued by: Pauline M. Doucette
Title: President

Authorized by NHPUC Order No. 26,171 in DW 17-165 dated August 31, 2018.

**NHPUC NO. 1 – Water
Abenaki Water Company, Inc.
Carroll, NH**

Original Page 9

GENERAL SERVICE - METERED

Rate Schedule - "GM"

AVAILABILITY:

This schedule is applicable to all water service in the territory except municipal and private fire protection.

CHARACTER OF SERVICE:

Water is obtained from wells and will be transmitted by pumps to a storage tank and then transmitted by gravity flow to the individual service pipe at a pressure ranging from 40 to 200+ pounds per square inch.

RATES-MONTHLY:

The rate for metered service shall include a monthly charge per customer unit based upon the size of the meter, which shall include gallons used, as follows:

<u>Size of Meter</u>	<u>Monthly Charge</u>
5/8"	\$9.91
1"	\$32.69
2"	\$106.00
3"	\$230.83
6"	\$924.29

QUANTITY OF WATER USED:

Per 1,000 gallons \$5.33

MINIMUM CHARGE:

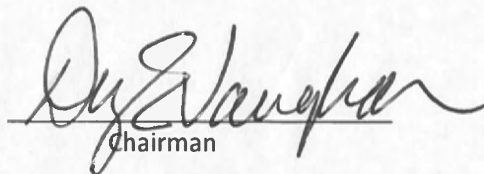
The minimum charge will be the monthly charge per customer unit based upon the size of the meter.

TERMS OF PAYMENT:

Bills under this rate are net and will be rendered monthly and are due and payable within thirty (30) days from the date the bill was rendered.

Issued: March 6, 2018
Effective: August 9, 2016

Issued by:
Title:


Chairman

Authorized by NHPUC Order No. 25,613 in DW 12-306 dated December 23, 2013, and NH PUC Order No. 25,934 DW16-448 dated August 9, 2016.

**NHPUC NO. 1 - Water
Abenaki Water Company, Inc.
Carroll, NH**

NHPUC No.1 - Water

ABENAKI WATER COMPANY, INC.

Carroll, NH

TARIFF

For

WATER SERVICE

In

THE STATE OF NEW HAMPSHIRE

Issued: March 6, 2018
Effective: August 9, 2016

Issued by:
Title:


Chairman

Authorized by NHPUC Order No. 25,613 in DW 12-306 dated December 23, 2013, and NH PUC Order No. 25,934 DW 16-448 dated August 9, 2016.

**NHPUC NO. 1 - Water
Abenaki Water Company, Inc.
Carroll, NH**

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Issued: March 6, 2018
Effective: August 9, 2016

Issued by: Donald Vaughan
Title: Chairman

Authorized by NHPUC Order No. 25,613 in DW 12-306 dated December 23, 2013, and NH PUC Order No. 25,934 in DW 16-448 dated August 9, 2016.

NHPUC NO. 1 – Water
Abenaki Water Company, Inc.
Carroll, NH

Original Page 1

SERVICE AREA

The territory authorized to be served by Abenaki Water Company and to which this tariff applies is as follows:

A limited area in the Towns of Carroll, Bethlehem and the incorporated Township of Crawford's Purchase as shown on a map filed separately with the Commission and incorporated in this tariff by reference.

DEFINITIONS

Approved backflow device - A backflow prevention device that has been manufactured to allow for accurate testing and inspection by a Rosebrook Water Company licensed operator so as to allow verification of performance.

Backflow - The flow of unwanted substances into the water distribution pipes of a potable supply of water.

Backflow prevention device - A device that is designed to, and which in practice does, prohibit unwanted substances from flowing into the water distribution pipes of a potable supply of water.

Bypass - Any piping arrangement installed so that water flows around rather than through a meter, pressure reducing valve or backflow prevention device.

Company - Employee or Representative of Rosebrook Water Company, Inc.

Cross-connection - Any actual or potential physical connection between public water supply and a potential source of contamination that would allow water or contaminants to be drawn back into the water system.

Developer - A person or entity proposing a new subdivision or other type of development.

Exterior shut off ('Curb Stop') - water shut off controlled by the Company.

Individual Connection - a connection having a securable water supply valve that shall only be opened or closed by an employee or agent of the Company.

Premises - includes the building, common area, and lawns.

Issued: March 6, 2018
Effective: August 9, 2016

Issued by: Donald Vaughan
Title: Chairman

Authorized by NHPUC Order No. 25,613 in DW 12-306 dated December 23, 2013, and NH PUC Order No. 25,934 in DW 16-448 dated August 9, 2016.

NHPUC NO. 1 – Water
Abenaki Water Company, Inc.
Carroll, NH

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TERMS AND CONDITIONS

1. Service Pipe

a. Location.

(1) Single Family Homes: Service pipe connections will be made in the street which is nearest to the premises served.

(2) Condominiums and Other Multi-Family Residences: One main service pipe may serve the total structure with individual connections to all units therein from a distribution manifold located on common property owned by the property owners' association.

(3) Commercial Buildings: Service pipe connections will be made in the street which is nearest to the premises served and one main service pipe may serve the total structure with individual connections to all businesses/units therein from a distribution manifold.

b. Installation, Ownership, and Maintenance.

(1) Single Family Homes: All service pipes from the main to the property line or common area including the premises exterior shut-off valve shall be owned and maintained by the Company. From the property line or common area to the premise served, the service pipe shall be installed, owned and maintained by the customer(s). Such installations shall be in a manner approved by the Company in writing prior to construction and shall be no less than 3/4 inch inside diameter. All new exterior shut-off valves shall be placed at the property line or common area.

(2) Condominiums and Other Multi-Family Residences: All service pipes from the main to the property line or common area including the unit's exterior shut-off valve shall be owned and maintained by the Company. From the property line or common area to the premises served the service pipe shall be installed, owned and maintained by the association or customer(s).

(3) Commercial Building: All service pipes from the main to the property line or common area including the premises' exterior shut-off valve shall be owned and maintained by the Company. From the property line or common area to the premises served, the service pipe shall be installed, owned and maintained by the customer(s).

c. Joint Use of Service Pipe Trench. No service pipes shall be laid in the same trench with gas pipe, sewer pipe or any other facility of a public utility, nor within three (3) feet of any open excavation or vault.

d. Temporary Service Connection. Temporary service is one installed to any building or trailer not placed on a permanent foundation or approved for other temporary use. The whole cost of installation from the nearest available main, and maintenance, shall be at the customer's expense.

2. Winter Construction

Ordinarily, no new service pipes or extensions of main will be installed during winter conditions (when frost is in the ground generally identified as November 15th and until local road bans are lifted and frost is out of the ground) unless the customer shall defray all extra expense occasioned by such installation.

Issued: March 6, 2018
Effective: August 9, 2016

Issued by: Donald Vaughan
Title: Chairman

Authorized by NHPUC Order No. 25,613 in DW 12-306 dated December 23, 2013, and NH PUC Order No. 25,934 in DW 16-448 dated August 9, 2016.

**NHPUC NO. 1 – Water
Abenaki Water Company, Inc.
Carroll, NH**

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3. Maintenance of Plumbing

Customers shall maintain the plumbing and fixtures within their own premises [e.g. building, common areas and lawns] in good repair, free from leaks and protected from freezing, at their own expense. Failure to do so as soon as possible after a problem is detected may result in service disconnection. Any relocation of the service pipe on customer's premises due to change in grade, relocation of grade or otherwise shall be at the customer's expense. In no event shall the company be responsible for any damage done by water escaping from the customer-owned portion of the service line.

4. Meters

a. Use of Meters. All water service shall be metered. The initial meter will be provided to the developer or homeowner by the Company. Subsequent owners will not be charged for a meter.

b. Size of Meter. The size of the meter will be determined by the Company.

c. Meter Setting. The customer shall provide a clean, dry, warm and accessible place for the installation of the meter, as nearly as possible at the point of entrance of the service pipe to the building. Owners shall install in the following order: pressure reducing valve, backflow preventer and meter, as shown on Attachment A. Owner shall contact Company prior to purchasing a pressure reducing valve to ensure it meets the Company requirement for sufficient PPSI ("psi"). Once accepted by the Company, the meter and setting shall become the property of the Company. The Company reserves the right to charge customers for all expenses involved in water hook-ups. A meter, once set, will be relocated only at the customer's expense. No meter shall be installed if the percent error of registration is greater than that allowed by commission rules.

d. Meter Boxes. When the customer fails or neglects to furnish a suitable location for a meter inside his building or where, for other reasons, it is necessary or expedient to locate the meter in an underground box or vault, the customer shall bear the expense of same. Any relocation of such underground box or vault shall be at the customer's expense.

e. Testing and Repairs. The Company shall be responsible for all meter testing. Meter repairs or replacements necessitated by ordinary wear will be paid for by the Company; those caused by freezing, hot water or by other fault of the customer will be charged to the customer.

f. Auxiliary Meters. If additional or auxiliary meters are desired by the customer or required for showing subdivision of the supply, they shall be furnished, installed and maintained at the customer's expense.

Issued: March 6, 2018
Effective: August 9, 2016

Issued by: Donald Vaughan
Title: Chairman

Authorized by NHPUC Order No. 25,613 in DW 12-306 dated December 23, 2013, and NH PUC Order No. 25,934 in DW 16-448 dated August 9, 2016.

**NHPUC NO. 1 – Water
Abenaki Water Company, Inc.
Carroll, NH**

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g. The Company reserves the right to remove and to test any meter at any time and to substitute another meter in its place. In the case of a disputed account involving the question as to the accuracy of the meter, such meter will be tested by the Company upon request of the applicant. The fees for testing such meters will be: \$225.00 for a 5/8" meter, \$250.00 for a 1" meter or at market rate, whichever is greater. Any meter in excess of 1" will not be sent out for testing but will instead be tested in place. The cost will be \$500 for the first meter, \$300 for each subsequent meter tested on the same day at the same location - all costs for the testing of these meters will be a direct pass through to the customer. All fees are payable in advance of the test. In the event the meter so tested is found to have an error in registration in excess of three percent (3%) at any rate of flow within normal flow limits, to the prejudice of the customer, the fee advanced for testing will be refunded and the current bill will be adjusted based on the results of the meter tested. This correction shall apply to both over-and-under registrations.

h. The customer shall permit no one who is not an agent of the Company, to remove, inspect, or tamper with the meter or other property of the Company on his premises. The customer shall notify the Company, as soon as it comes to his knowledge, of any injury to, or any cessation in registration of the meter.

5. Hot Water Tanks

All customers having direct pressure hot water tanks or appliances must place proper automatic vacuum and 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 the street mains or service pipe. 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.

6. Restricted Use

Customers shall prevent all unnecessary waste of water. They shall not allow it to run to prevent freezing or longer than necessary for proper use. When necessary to conserve supply, the Company may restrict or prohibit the use of hand hoses, lawn sprinklers and other non-essential water consuming equipment.

7. Cross Connections

No cross connection between the public water system and any non-potable supply will be allowed unless protected by a system specifically designed for this purpose and the connection is approved by the Company and by the State of New Hampshire. No connection capable of causing back-flow between the public water supply system and any plumbing fixture, device or appliance or between any waste outlet or pipe having direct connection to waste drains will be permitted. If the Company discovers such a connection, service will be discontinued immediately.

A protective device shall be installed wherever an approved cross connection of water systems exists and/or where a potential threat to the potability of the water system can be shown to exist. All such devices shall be located at the service entrance, and all water consumption within the premises shall pass through the protective device.

Issued: March 6, 2018
Effective: August 9, 2016

Issued by: Donald Vaughan
Title: Chairman

Authorized by NHPUC Order No. 25,613 in DW 12-306 dated December 23, 2013, and NH PUC Order No. 25,934 in DW 16-448 dated August 9, 2016.

**NHPUC NO. 1 – Water
Abenaki Water Company, Inc.
Carroll, NH**

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The Company reserves the right to (1) require periodic inspections of customers' building or premises to ensure that the plumbing has been installed in such a manner as to prevent the possibility of pollution of the potable water supply of the Company by the plumbing; (2) require the purchase and installation of approved protective devices located at the service entrance to the premises as may be required to protect the potable water supply from potential cross connections; (3) require periodic inspection, testing and necessary repair of all such protective devices, the frequency of which will be dependent upon the degree of potential hazard, and (4) terminate service upon failure to comply with any of the above requirements.

No interconnections with other systems shall be made unless said secondary source satisfies in all respects RSA Chapter 149 and other State laws and regulations pertaining thereto.

If a business' water usage alters the content of the water drawn off the Company system so that it could potentially contaminate the water purity if it flowed back into the system, the Company will require a cross connection backflow preventer. Examples include but are not limited to: soda foundations, coffee makers connected to the water supply, ice makers, bars, spas and pools. The business owner shall pay the full cost of all necessary installations, inspections and repairs, which shall be arranged by the Company. A charge consistent with current testing costs to the Company will be made when a backflow preventer is tested since the Company merely serves as the agent to arrange for testing to be done. Reduced pressure type devices will be tested twice each year as required by NH Code of Administrative Rules, Env-WS 364 Backflow Prevention. Double check valves will be tested annually.

8. Tampering

All exterior valves, grates, shutoffs, standpipes, hydrants, meters, and all other Company property shall not be opened, or closed, or tampered with in any way by any person other than an authorized employee of the Company or as authorized by the Company.

- (1) Valves must not be paved over in roadways.
- (2) Shut offs must be accessible, clear of trees, bushes and mulch and a distance of not less than 4 feet from the building.
- (3) There shall be no shrubbery, fencing or rocks that obscure a clear path to all hydrants.
- (4) Bypasses are prohibited except where approved by the Company. If necessary to have one, owner must install in a location specified by the Company.

9. Company Liability

a. The Company will not be responsible for any damage by shutoffs in the mains or service pipes because of shortage of supply, repairs or construction or for other reasons beyond the control of the Company.

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.

Issued: March 6, 2018
Effective: August 9, 2016

Issued by: Donald Vaughan
Title: Chairman

Authorized by NHPUC Order No. 25,613 in DW 12-306 dated December 23, 2013, and NH PUC Order No. 25,934 in DW 16-448 dated August 9, 2016.

**NHPUC NO. 1 – Water
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c. The Company will not be responsible for indirect or consequential damages caused by a lack of water or by leaks in the Company's mains, pipes or fittings.

10. Landscape Repairs on Condominium Property

The Company will replace or repair landscaping or paving required by the Company's repairs to mains, piping and fittings located on condominium property if the Company's actions necessitated those repairs. The Company will not be liable for those landscaping or paving repairs which were required as a result of homeowner or association damage or alterations. Landscaping replacements will be similar to those installed by the developer of similar units.

11. Customer Responsibility

Where there is more than one (1) occupant of a building supplied with water, the plumbing must be so arranged as to permit a separate service for each place of business or abode, unless the owner of the premises makes application for service and thereupon assumes responsibility for payment of all charges for water service rendered to the property.

12. Deposits The company policy will comply with section 1203.03 of the commission rules.

13. Payment for Service

a. Water service invoices will be billed monthly by the company to the customer for any usage and base charge and any applicable fee or surcharge for services rendered for the previous month in accordance with the "Terms of Payment" specified in the applicable rate schedule. Payments are due and payable within thirty (30) days from the date the bill was rendered.

b. Disconnection for Non-Payment. Service may be interrupted or discontinued for nonpayment sixty (60) days or per current ruling from the date the bill was rendered provided a fourteen (14) day written notice has been given, per PUC 1203.11 of the commission rules.

c. Penalties and Charges. Interest shall be charged at eleven percent (11 %) on all bills where payment is not received by the Company within thirty days (30) of the due date printed on the bill, until payment is received.

d. Non-water Rates:

Shut-off certified notice - \$15.00

Service Re-Connection - \$100.00

Penalty for Non-sufficient funds - \$35.00

Pre-disconnection payment at premises - \$40.00

Service Connection Charge - \$100.00

Customer-requested meter testing - Depends on size of meter: see section 4.h.

Back-flow preventer testing - actual expense to Company

All non-water rates are subject to adjustment in order to recoup any cost to the Company.

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14. Applications for Service

Application for water service may be made by either the owner or non-owner occupant of the premises. If the rendering of service requires a new service pipe, and the application is made by the occupant of the premises, the occupant must present to the Company a permit in writing from the owner of the premises authorizing the company or the Company's agent to enter the premises and do the necessary work. 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 and subject to all provisions of the tariff applicable to the service.

15. Disconnection of Service

Service may be disconnected without notice to a residential or non-residential customer if the commission is notified by the utility within 48 hours of the disconnection and one of the following conditions exists:

- a. The customer has obtained utility service in an unauthorized manner or used utility service fraudulently
- b. The customer has clearly abandoned the property as demonstrated by the fact that the service address premises have been unoccupied and vacant for a period of 60 calendar days
- c. A condition dangerous to the health, safety or utility service of others exists
- d. Clear and present danger to life, health or physical property exists
- e. Tampering with Company property or not maintaining customer's property to allow ease of access for Company personnel
- f. For vacancy as defined in PUC 1203.11.
- g. For cross-connecting the Company's service pipe with any other supply source (section 7).

16. Vacancy of Premises

Until the Company is notified in writing of a change in occupancy, the customer of record will be held responsible for all charges.

17. Service Re-Connection Charge

A charge of one hundred dollars (\$100.00) will be made when service is re-established following disconnection for any reason.

18. Right of Access

As a condition of water service, any authorized Company representative shall have the right to enter upon, and be permitted access to, the premises served at any reasonable time under the circumstances to inspect, maintain, repair or replace any utility property used to supply water; to set, read, remove, replace or repair meters; and to ensure these terms and conditions.

Issued: March 6, 2018
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19. Penalty for Bad Checks

Whenever a check or draft presented for payment of service is not accepted by the institution on which it is written, a charge of thirty-five (\$35.00) or the actual administrative cost of recovery, whichever is greater, may be imposed.

20. Collection Policy

Whenever the Company sends an employee to the customer's premises for the purpose of disconnecting service for non-payment and the customer tenders payment in full of the bill to prevent disconnection, a charge of forty dollars (\$40.00) will be imposed.

21. Main Pipe Extensions/Initial Connection/New Service

A written, general plan or proposal for extensions of water mains and associated facilities to serve new customers will be reviewed and subject to approval by the Company for the proposed subdivision or development at the developer's sole cost and expense. Once approved, construction plans and specifications for the proposed extension of mains and additions to valves, fittings, hydrants, pumps or other facilities shall be prepared by the Company in accordance with industry standards and local, state and federal regulations. The developer's proposal and requirements are subject to review and approval by the company's engineer before it is incorporated into the final plan. The developer shall also reimburse the Company for its costs to prepare agreements, review engineering plans and inspect the new facilities.

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Abenaki Water Company, Inc.
Carroll, NH

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GENERAL SERVICE - METERED
Rate Schedule - "GM"

AVAILABILITY:

This schedule is applicable to all water service in the territory except municipal and private fire protection.

CHARACTER OF SERVICE:

Water is obtained from wells and will be transmitted by pumps to a storage tank and then transmitted by gravity flow to the individual service pipe at a pressure ranging from 40 to 200+ pounds per square inch.

RATES-MONTHLY:

The rate for metered service shall include a monthly charge per customer unit based upon the size of the meter, which shall include gallons used, as follows:

<u>Size of Meter</u>	<u>Monthly Charge</u>
5/8"	\$15.00
5/8"x3/4"	\$15.00
1"	\$49.48
2"	\$201.40
3"	\$438.58
6"	\$1,756.15

QUANTITY OF WATER USED:

Per 1,000 gallons \$6.27

MINIMUM CHARGE:

The minimum charge will be the monthly charge per customer unit based upon the size of the meter.

TERMS OF PAYMENT:

Bills under this rate are net and will be rendered monthly and are due and payable within thirty (30) days from the date the bill was rendered.

Issued: December 28, 2018
Effective: January 1, 2019

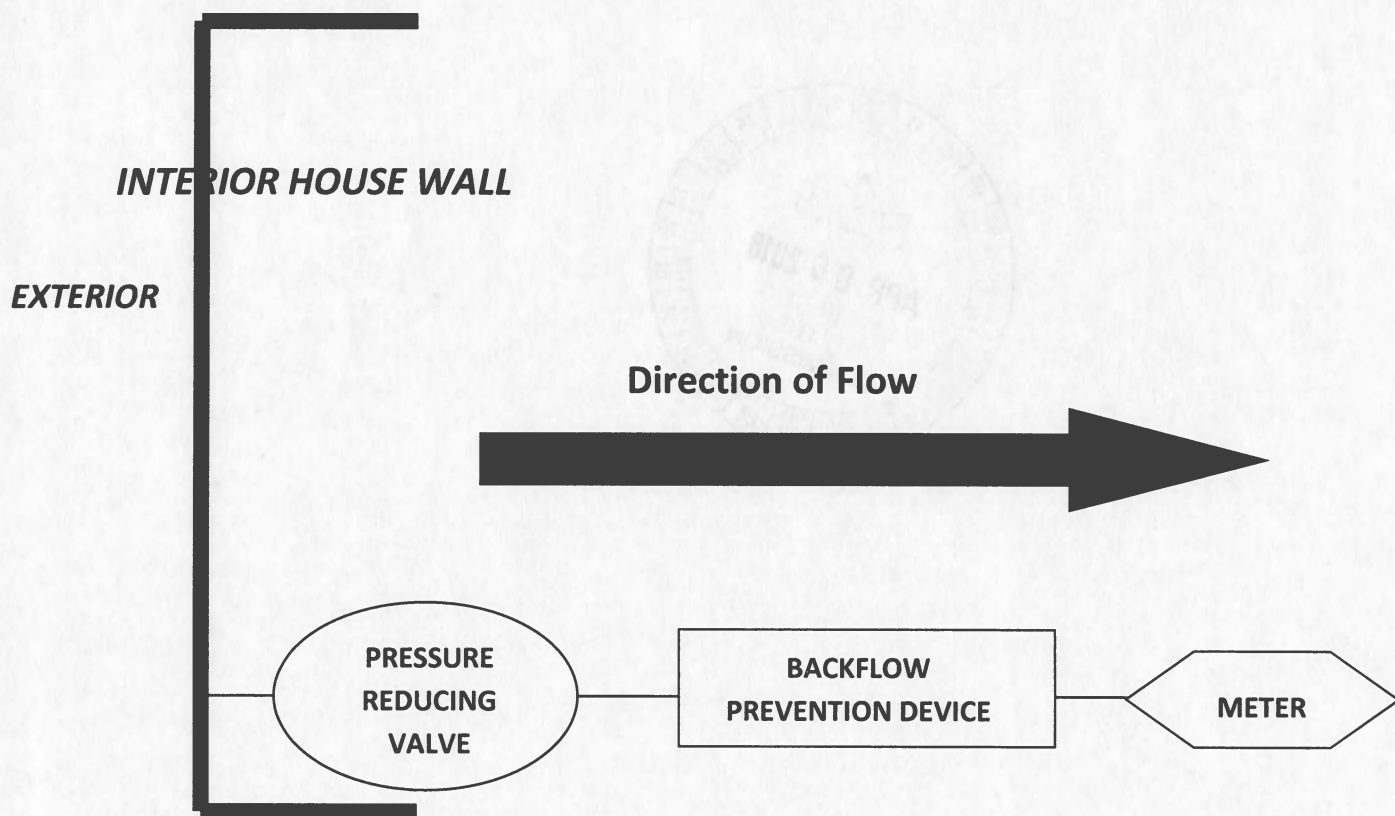
Issued by: Pauline M. Doucette
Title: President

Authorized by NHPUC Order No. 26,205 in DW 17-165 dated December 27, 2018.

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Abenaki Water Company, Inc.
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Attachment A: INSTALLATION SEQUENCE



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Issued by: Donald Vaughan
Title: Chairman

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ORIGINAL TITLE PAGE

NHPUC NO. 1 – WATER
SUPPLEMENT NO. 1

ABENAKI WATER COMPANY
CARROLL, NH



Authorized by NHPUC Order # 26,295 in DW 17-165 dated October 1, 2019.

Issued: October 1, 2019

Effective: October 1, 2019

Issued by:

Title:

President

NHPUC No. 1 – Water

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Supplement No. 1

Abenaki Water Company

General Service – Metered

Rate Schedule – GM

Availability:

This schedule is applicable to all metered water services in the Company's franchise area.

Monthly Surcharge and term based on customer type:

The chart below details the monthly surcharge and term based on customer type:

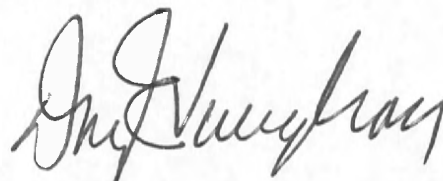
Customer Type	Rate Case	Temp-to-Perm	Monthly Surcharge	Number of Months
Residential	\$3.56	\$0.973	\$4.53	18
Commercial	\$11.16	\$2.79	\$13.95	18
Omni	\$2,242.74	\$1,352.64	\$3,595.38	24

The monthly surcharge is intended to recover \$39,533 in temporary – permanent rate difference and \$79,657, representing uncontested and prudently incurred rate case expenses.

Authorized by NHPUC Order # 26,295 in DW 17-165 dated October 1, 2019.

Issued: October 1, 2019

Issued by:



Effective: October 1, 2019

Title:

President