

**BILLING AND DISCONNECT/RECONNECT
AGREEMENT**

This Agreement is made this 10th day of November 2021 by and between The Hampstead Area Water Company, Inc. (“HAWC”) located at 54 Sawyer Avenue, Atkinson, New Hampshire 03811 and Atkinson Area Waste Water Recycling, Inc. (“AAWWR”), located at 54 Sawyer Avenue, Atkinson, New Hampshire 03811, both being New Hampshire corporations, and being related companies.

WHEREAS, AAWWR, a New Hampshire public utility sewer company, operates waste water treatment in Atkinson, New Hampshire, and has need of certain billing, collections of charges, and other administrative notice services, including disconnection and reconnection of water service and notices of same, and whereas HAWC has the billing, collection of charges, equipment, labor, and administrative service facilities necessary to fulfill AAWWR’s needs, now therefore the parties agree as follows:

1. Billing and Notice Services

HAWC will provide, on an ongoing basis, sewer billing and on an as needed basis disconnection and reconnection services including notices for disconnection and reconnection for AAWWR to its customers. The rate for all but the disconnection and reconnection charges and excluding office supplies and postage costs will be \$10 per customer, per year, billed monthly. The rate for disconnection and reconnection will be the then rate authorized by HAWC’s tariff for disconnection and/or reconnection, which currently is \$45 for each service. These charges may be amended when more than 65 customers are served, if reviewed and approved by the Public Utilities Commission. HAWC shall provide separate line items showing AAWWR customer sewer bill charges for base and usage, and disconnection and reconnection charges in the HAWC water bill sent to the same customer. If there is a partial payment of any bill, priority shall be first to any past due HAWC charges, then past due AAWWR

charges, then to HAWC's current water charges, and then to AAWWR's current sewer charges.

2. Billing Procedure and Content

- A. HAWC will bill AAWWR for services on a monthly basis.
- B. This Agreement may be cancelled by either party with thirty (30) days of notice provided to the other, without penalty, and will automatically renew annually until cancelled. Such cancellation shall require written approval from the New Hampshire Public Utilities Commission, in advance, to become effective and final.

3. Disconnect/Reconnect Services

AAWWR and HAWC agree to the following specific provisions:

- A. Notice. Upon request from AAWWR, HAWC shall send AAWWR Customers notice(s) of disconnection of water services due to nonpayment of AAWWR sewer bills as outlined in Puc 703.03 (a)-(f) and (i) –(k) and to be carried out pursuant to the terms of HAWC's tariff and Puc 1203.11. Said notice(s) shall comply with all standards set forth in the Service Provisions Terms & Conditions contained in HAWC's tariff including all minimum notice timeframes and Puc 1203.11. HAWC shall inform AAWWR if such customers are currently disconnected by HAWC due to failure to pay a water bill, or other water-related reason. In such instances disconnection of water services for failure to pay a sewer bill will not occur.
- B. Disconnection of Water Service due to failure to pay a sewer bill. AAWWR shall contact HAWC one working day prior to the chosen disconnection day to confirm the need for disconnection. HAWC will perform all work to disconnect water service of a customer for nonpayment of sewer bill or other sewer related reason. Such disconnection shall comply with all disconnection provisions set forth in the Service Provisions Terms & Conditions contained in HAWC's tariff and Puc 1203.11.

- C. Reconnection of Water Service due to failure to pay a sewer bill. When the cause for disconnection for sewer related reasons has been removed, AAWWR shall inform HAWC. Upon receipt of such notice, HAWC shall cause sewer-related water service to be restored on the day of the request, if possible and shall attempt to provide reconnection even during other than regular business hours. See Puc 1203.13. HAWC services shall comply with all reconnection of service provisions set forth in the Service Provisions Terms & Conditions contained in HAWC's tariff and Puc 1203.11.
- D. Customer conferences. AAWWR shall attend any customer conferences, including disconnection conferences, or "conferences to mediate complaints other than disconnection conferences." See Puc 1203.16 and 1203.17. If invited to attend by AAWWR, HAWC shall also attend.

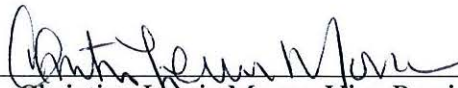
4. **HAWC charges to AAWWR**

- A. HAWC shall charge AAWWR \$10.00 per customer, per year, for billing services and for providing customers with notice(s) of: (i) AAWWR's intent to disconnect the customer's water service due to the customer's failure to pay sewer charges; and (ii) reconnection of water service.
- B. HAWC shall charge AAWWR \$45.00 for each disconnection and \$45.00 for each reconnection if such is not paid to HAWC by the AAWWR customer within ninety days of the service rendered.

5. **Amendment including cancellation**

This Agreement and any amendment or changes thereto, including cancellation of this Agreement, shall be made in writing, are subject to the prior approval of the New Hampshire Public Utilities Commission, and shall become effective only upon such approval. See Puc 703.03(f).

THE HAMPSTEAD AREA WATER COMPANY, INC.

By: 
Christine Lewis Morse, Vice President

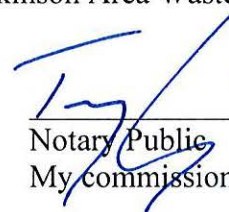
ATKINSON AREA WASTE WATER RECYCLING, INC.

By: 
Christine Lewis Morse, Vice President

STATE OF NEW HAMPSHIRE
ROCKINGHAM COUNTY

This instrument was acknowledged before me this 10th day of November 2021
by Christine Lewis Morse as Vice President of The Hampstead Area Water Company, Inc., and
by Christine Lewis Morse as Vice President of Atkinson Area Waste Water Recycling, Inc.




Notary Public
My commission expires: 12-5-2023