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NHPUC No. 1-WATER

ABENAKI WATER COMPANY, INC.

BOW, NH

TARIFF

for

WATER SERVICE

in

THE STATE OF NEW HAMPSHIRE

Issued: March 13, 2014

Issued by: Deborah O. Carson

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Effective: February 14, 2014

Title: Treasurer

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GENERAL SERVICE - Metered

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 Town of Bow as shown on a map filed separately with the Commission and incorporated in this tariff by reference.

TERMS AND CONDITIONS

1. Application for Service. Application for water service may be made either by the owner or tenant of the premises. If the rendering of service requires a new service pipe, the application must contain an authorization to the company to enter the premises and do the necessary work. The rendering of service by the company and its use by the consumer shall be deemed a contract between the company and the owner and consumer and subject to all provisions of the tariff applicable to the service.

2. Service Pipe. Service pipes shall comply with this section.

   a. Installation. Ownership and Maintenance. All service pipes within the limits of the highway, and the shut-off, wherever located, shall be installed, owned and maintained by the company. From the limits of the highway to the premises served the service pipe shall be installed, owned and maintained by the owner. Such installations shall be in a manner approved by the company, and, for all future services, the pipe shall not be less than 3/4" inside diameter. On future installations, or re-installations, of service lines, only one customer will be supplied through one service pipe.

   b. 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.

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c. 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.

d. 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. 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 shall be metered.

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 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 buildings 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. 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

TERMS AND CONDITIONS

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 NH Public Utilities Commission.

6. 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.

7. Restricted Use of Water. When necessary to conserve supply, the company may, upon compliance with the rules of the NH Public Utilities Commission, restrict use and prohibit use for non-essential purposes.

8. Cross-Connections. No cross connection between the public water system and any non-potable supply will be allowed. No connection capable of causing back flow between the public water supply system and any plumbing fixtures, device or appliance, or between any waste outlet or pipe having direct connection to waste drains will be permitted.

9. Tampering. All gates, valves, shut-off 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.

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10. Company Liability.

    a. The company will not be responsible for any damage caused by shutoffs in the mains or service pipes because of shortage of supply, repairs, construction or for 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.

11. Public Hydrants. Hydrants may not be used for any purpose other than the extinguishment of fires and for such other purposes as may be mutually agreed to by the company and the municipality. In no case shall hydrants be opened by any person other than an agent of the company or a duly authorized representative of the municipality.

12. Private Fire Protection. An application for private fire service must be accompanied by a plan of the proposed piping system, together with a statement telling for what other purpose the system might be used. All water supplied through fire service pipes may, at the option of the company, be metered and special measuring or detecting devices may be installed, and all such meters and devices shall be approved, furnished and set by the company at the customer's expense. Where a standpipe, reservoir, tank or cistern is used it shall be constructed so as to shield and protect the water from all possible contamination and in a manner satisfactory to the company. In the construction

of standpipes, reservoirs, tanks and cisterns, provision shall be made for means of easy access to their interiors by agents of the company for the purpose of inspection and to permit cleaning as required by the company; also, a draw-off pipe shall be fitted for the purpose of drawing off all water periodically for inspection and such draw-off pipe shall not be connected with a sewer or drain in any way that would permit pollution of water.

13. Payment for Service.

a. Bills. Bills for water service will be rendered periodically in accordance with the "Terms of Payment" specified in the applicable rate schedule and are due and payable (herein referred to as the "Due Date") at the office of the company twenty-five (25) days after the date of mailing.

b. Deposits. The company may require a deposit for new and for continued service. The amount of the deposit shall be equal to two thirds of the charge for the highest use quarter. The receipt of a deposit by the company shall neither constitute relief from the obligation to timely pay bills nor constitute a waiver or modification of the practices of the company related to disconnection for violations of this tariff, including for non-payment of monies due the company. So long as it is in force and effect, the administration of such deposits shall be in accordance with the limits and procedures specified in NHCAR Puc 1203.03, as amended.

c. Premises Payment Charge. When the company sends a representative to the premises for the purpose of disconnecting the service, and payment of the past due amount is tendered to prevent disconnection,

the company shall also recover a charge for accepting such payment equal to the greater of $20.00 or the actual cost to the company for: (a) the performance by the company of all actions required of the company by NHCAR Puc 1203.11, as amended, and (b) the round trip to the premises, including mileage and compensation of personnel.

d. Late Charge. In the event the company does not receive payment for a bill by the Due Date, in addition to all other remedies, the company shall recover a late charge equal to one and one-half percent (1%) per month, or portion thereof, that the bill remains unpaid after the Due Date.

e. Returned Checks. In the event a check or draft presented for payment is dishonored by the institution upon which it is drawn, in addition to all other remedies, the company shall recover a returned check charge equal to the greater of five dollars ($5.00) or the actual charges imposed upon the company by the involved institutions for the returned instrument.

f. Collection Costs. In the event of a violation of any of the provisions of this tariff, including, but not limited to, the failure to pay any charge when due, in any action brought to enforce this tariff or collect charges, in addition to all other remedies, the company shall recover all of its costs, including, but not limited to, its attorney's fees.

g. Application of Receipts. In the absence of a written agreement to the contrary, all monies received by the company from or on behalf of a consumer shall first be applied to late charges, returned check charges, premises payment charges, then to charges other than for service (e.g.

connection charge), then to the cost of collection upon default, then to charges for service, in chronological order, oldest to newest.

h. Customer Responsibility. For all future service pipe installations, where there is more than one (1) tenant 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. As used in this paragraph, "tenant" includes the owner, if such owner occupies any portion of such building.

14. Disconnection of Service. In addition to all other remedies available to the company, service may be disconnected for any of the following reasons:

a. Service was obtained in an unauthorized manner, or service has been used fraudulently;

b. The premises have been abandoned;

c. Rationing requirements properly imposed by the company have not been obeyed;

d. The company's service pipe has been cross-connected with any other supply source;

e. Any other condition dangerous to health, or safety, or the utility service of others, exists;

f. Clear and present danger to life, health, or physical property exists;

g. Failure to comply with a payment arrangement;

h. An arrearage has not been paid after proper demand therefor;

i. A required deposit has not been paid after proper demand therefor;

TERMS AND CONDITIONS

j. The company has been refused access to the premises for inspection, or maintenance, repair or replacement of utility property, including, but not limited to, the reading of meters;

k. Any bill authorized under this tariff has not been paid by the due date; or

l. In the case of non-residential premises only, any other provision of this tariff has been violated.

Disconnection for any of the reasons specified in paragraphs (a) through (g) may be effected without notice. Disconnection for any of the reasons specified in paragraphs (h) through (l) may be effected only after fourteen (14) days prior notice. So long as it is in force and effect, disconnections shall be in accordance with the limits and procedures specified in NHCAR Puc 1203.11, as amended.

15. Termination of Service. Unless sooner disconnected by the company, service, subject to all of the terms and conditions in this tariff, shall continue to the premises, and charges shall continue to accrue therefor, until the later of (a) four business days after the company receives a written notice to terminate service, or (b) the date specified in said notice.

16. Service Connection Charge. A charge of $20.00 will be made when service is initially established or re-established following disconnection for any reason; and for each transfer of service from one obligor to another.

17. Right of Access. Any authorized company representative shall have the right and be permitted access to the premises served at any time to inspect the plumbing, fixtures, or appliances supplied with water; set, read, remove, replace

or repair meters; inspect, maintain, repair or replace other utility property; and enforce these terms and conditions.

18. Main Pipe Extensions. Extensions of main pipes to serve new customers will be made in accordance with the following provisions:

a. Main extension will be made only upon petition of prospective customers.

b. Main pipe extensions shall be laid by and shall be the property of the Abenaki Water Company, Inc.

c. 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 public use.

d. The size of the pipe shall be determined by the company in accordance with conditions surrounding the extension.

e. For extension of service, the customer or customer group, or contractor, 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 service and meters) of such extension.

f. The deposit may be apportioned among the customers to be served.

g. If an additional customer or customers are connected to an extension made under a deposit agreement, the deposit requirement will be computed 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.

TERMS AND CONDITIONS

h. If a subsequent main extension is made, either continuous or laterals, supplied from the original extension upon which a deposit is still refundable, a recalculation will be made on the basis of the customer density established. If the customer density is increased thereby it will be combined with the original extension and pro-rata and equitable funds 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.

i. 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.

j. Except under unusual circumstances, the construction of main extensions will not be carried on before April 15th or after November 15th of any year.

GENERAL SERVICE - METERED
For
BOW WATER TARIFF SYSTEM

AVAILABILITY:

This schedule is applicable to all water service in the franchise area.

CHARACTER OF SERVICE:

Water is obtained from wells and will be transmitted by pumps to the individual service pipe at a pressure of 20 to 125 pounds per square inch.

RATES:

The rate of metered service shall include a customer charge per month per unit as follows:

Customer Class	Base Charge	Consumption Charge (per 100 cf)
Single Family	$16.50	$13.3487

MINIMUM CHARGE:

The minimum charge will be the customer charge.

TERMS OF PAYMENT

Bills under these rates are net, will be rendered monthly and are due and payable twenty-five days after mailing. Interest charged at a rate of 1.5% per month (18% annually) after 30 days.