Original Title Page

NHPUC No. 2 - Water

Superceding NHPUC No. 1 - Water

DOCKHAM SHORES ESTATES WATER COMPANY, INC.

TARIFF

for

WATER SERVICE

in

THE STATE OF NEW HAMPSHIRE

Issued: October 30, 2013
Effective: July 1, 2013

Issued by: Colin F. Robertson
Title: President

Authorized by NHPUC Order No. 25,582 in Docket No. DW 12-355, dated October 14, 2013

Original Contents Page

TABLE OF CONTENTS

	Page
SERVICE AREA	1
TERMS AND CONDITIONS	
Application for Service	2
Service Pipe	3
Winter Construction	4
Maintenance of Plumbing	4
Meters	4
Hot Water Tanks	6
Restricted Use of Water	7
Cross-Connections	7
Tampering	7
Company Liability	8
Public Hydrants	8
Private Fire Protection	8
Payment for Service	9
Disconnection of Service	11
Termination of Service	12
Service Connection Charge	13
Right of Access	13
Main Pipe Extensions	14
METERED SERVICE	
MR - Residential	16

SERVICE AREA

The territory authorized to be served by the Dockham Shores Estates Water Company, Inc. (hereinafter referred to as the "Company") and to which this tariff applies is as follows:

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

TERMS AND CONDITIONS

1. Application for Service. Applications for water service shall comply with this section.

   a. By Whom Made. Application for water service may be made either by the owner or tenant of the premises. If made by the tenant, the application shall be countersigned by the owner. The rendering of service by the Company and its use by the consumer shall be deemed a contract between the Company and the owner of the premises and consumer subject to all provisions of the tariff.

   b. Service Pipe. 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.

TERMS AND CONDITIONS

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

   a. Location. A service pipe shall be connected only to a main in the highway which is the legal address of the premises served.

   b. 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.

   c. Joint Use of Trench. No service pipe shall be laid in the same trench with gas pipe, sewer pipe or any other facility of a utility. No service pipe shall be laid 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.

TERMS AND CONDITIONS

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.

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. No new service pipes will be installed during winter conditions, or when frost is in the ground, unless the customer shall pay 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 for any reason, including, but not limited 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.

TERMS AND CONDITIONS

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. Except as provided in the next sentence, the cost of the meter and installation shall be borne by the Company. Notwithstanding the immediately preceding sentence, the customer shall pay:

(1) for the excess of cost of the acquisition and installation of a meter, both labor and material, over the cost of a meter that the Company determines should be used in the particular application; and

(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 to furnish a suitable location for a meter inside the customer's building, or where for other reasons it is necessary or expedient to locate the meter in an underground box or vault, the customer shall pay for the excess of cost of the acquisition and installation of such box or vault and meter, both labor and material, over the cost of the acquisition and installation of a meter inside the customer's building. Any relocation of such underground box or vault shall be at the customer's expense.

TERMS AND CONDITIONS

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 fault of the customer shall be paid for by 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 in accordance with the requirements of the meter testing rules of the NH Public Utilities Commission. If a customer requests the testing of a meter, and, upon such test, the accuracy of the meter is within the then tolerance prescribed by the NH Public Utilities Commission, the customer shall pay the cost of such testing.

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

TERMS AND CONDITIONS

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. In the event a connection is deemed incapable 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 because of one or more devices, such devices shall be tested as frequently as the Company deems prudent, but not less frequently than semiannually. The customer shall pay the Company a testing charge of One Hundred Fifty Dollars ($150.00) for each such test of each such device.

9. 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 representative of the Company.

TERMS AND CONDITIONS

10. 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, 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 cause beyond the control 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 duly authorized representative of the Company or 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

TERMS AND CONDITIONS

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.

TERMS AND CONDITIONS

c. Premises Payment Charge. When the Company sends a representative to the premises for the purpose of disconnecting the service, and complete or partial 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 Fifty Dollars ($50.00) 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. Nothing contained in this subparagraph (c) shall entitle any customer to avoid disconnection by partial payment of a past due bill not authorized by other provisions of law or this tariff.

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 (1½%) 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 Twenty-five Dollars ($25.00) or the actual charges imposed upon the Company by the involved institutions for the returned instrument.

TERMS AND CONDITIONS

f. Collection Costs. In the event a customer shall violate, or be responsible for the violation of, any of the provisions of this tariff, including, but not limited to, the failure to pay any charge when due, the customer shall, in addition to all other remedies, pay the Company all of its costs incurred in the enforcement of this tariff or the collection of such charges, including, but not limited to, its reasonable attorneys 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 (including reasonable attorneys fees), then to charges for service, each category in chronological order, oldest to newest.

14. Disconnection of Service. Service may be disconnected by the Company upon the request of the customer. Also, 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;

TERMS AND CONDITIONS

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;

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

TERMS AND CONDITIONS

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; Suspension.

a. Service Connection Charge. The customer shall pay to the Company a charge of One Hundred Dollars ($100.00) when service is initially established or re-established following disconnection for any reason. The customer shall pay to the Company a charge of Twenty Dollars ($20.00) when service is transferred from one obligor to another, to be paid by the transferee obligor. When service is disconnected prior to, or in the process of, transferring service to another obligor, only the service connection charge shall be made.

b. Service Suspension Charge. Whenever, at the request of a customer, service is suspended, the customer shall pay to the Company a service suspension charge equal to the sum of Seventy percent (70%) of One-third (1/3) of the quarterly customer charge which would have been owed by the customer but for the suspension of service for each month or portion thereof that service is suspended plus One Hundred Dollars ($100.00). The service suspension charge shall be due and payable at the end of the suspension.

17. 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,

TERMS AND CONDITIONS

the premises served at any reasonable time to inspect, maintain, repair or replace any utility property used to supply water; to set, read, remove, replace or repair meters; and to 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 Company.

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 pipes and meters) of such extension.

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

g. If, within four (4) years after an extension made under a deposit agreement is placed in service, an additional customer or customers is or are connected to such extension, the deposit requirement will be re-

TERMS AND CONDITIONS

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 shall made to the original depositors.

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 refunds will be made to the original depositors. If the customer density is decreased thereby then such extensions 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.

METERED SERVICE

Residential

Rate Schedule - "MR"

AVAILABILITY:

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

CHARACTER OF SERVICE:

Water is obtained from wells and will be transmitted by pumps to the individual service pipes at a pressure of approximately fifty to sixty pounds per square inch.

RATES:

The rate of metered service shall include a customer charge per dwelling of $41.27 per quarter, plus an additional charge based on metered service as follows:

$1.0501 per hundred gallons of water used.

MINIMUM CHARGE:

The minimum charge will be the Customer Charge.

TERMS OF PAYMENT:

Bills under this rate are net, will be rendered quarterly for quarters ending March 31st, June 30th, September 30th and December 31st, and are due and payable Twenty-five (25) days after mailing.

d/cli/5954agrtariffcompliance