

ATTACHMENT A: TARIFF

EXHIBIT E



NHPUC NO. 4 - WATER
LACONIA WATER WORKS
SUPERSEDING NHPUC NO. 3 - WATER

TARIFF
FOR
WATER SERVICE
APPLICABLE
IN
LACONIA, BELMONT AND GILFORD

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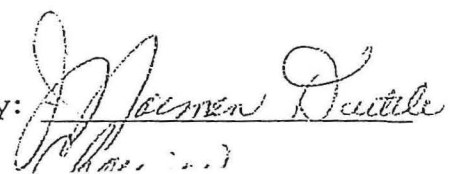
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Issued by:

Title:


James DeWitt

GENERAL INFORMATION

I. DEFINITIONS

"UTILITY" shall mean Laconia Water Works.

"COMMISSION" shall mean New Hampshire Public Utilities Commission.

"PERSON" shall include individuals, partnerships, firms, and associations or corporations.

"CUSTOMER UNIT" shall be determined by individual flush toilet facilities located in all types of structures except single-family homes, single summer cottages, and single-family trailers, who will automatically be charged as one unit only.

"MAIN PIPE" shall mean the supply pipe from which service connections are made to supply water to customers.

"SERVICE PIPE" shall mean the pipe running from the main pipe to the premises of the customer.

II. TERRITORY TO WHICH TARIFF APPLIES

The territory served by this Utility, and to which this tariff applies, embraces the urban section of Laconia, including Lakeport, a limited section of the Weirs Beach Area, and a limited area in the townships of Gilford and Belmont adjoining Laconia.

STANDARD: The minimum operating pressure for each area to be served is 35 pounds per square inch at the highest fixture within the building, with the meter and backflow installed, the water reservoir 1/3rd full, and the required fire flow flowing.

A map showing the extent of the water system and the territory served is on file with the Public Utilities Commission.

TERMS AND CONDITIONS

The following terms and conditions are a part of the tariff and the delivery of water service is conditional upon their acceptance.

III. INTERRUPTIONS

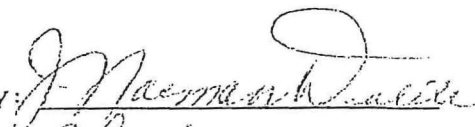
The Utility will not guarantee an uninterrupted or unlimited full supply of water, but will use its best endeavors to give satisfaction to all users. Services requiring special notice due to interrupted service or dirty water, shall notify the Utility's office in writing giving the name and telephone number of the person to be notified.

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Chairman

IV. APPLICATIONS FOR SERVICE

All persons desiring to receive water must sign and file at the office of the Utility an application on forms furnished by the Utility, stating the general purposes for which it is to be used, a brief description of the property to be served, the number of family units, tenants, and establishments to be served, the type of business, if any to be carried on on the premises, fire protection required, if any, and such other pertinent information as the Utility may request. Such forms may be signed by the owner or person accepting responsibility for payment of the bill. Should substantially increased use be desired at any time, the customer desiring the same should notify the Utility in writing in advance of such requirements. The application shall contain a provision stating that the applicant, by signing the same, agrees to accept the terms and conditions as herein contained and on file with the Commission or as may be later modified and filed, and the Utility shall not be obligated to furnish water until receipt of such signed application is received and a Construction and Maintenance Assessment is paid.

V. ALTERATIONS IN FIXTURES

No customer supplied with water under flat rate schedules shall install any additional fixtures or make any alterations in fixtures previously installed without first giving written notice to the Utility. Any infraction will be cause for discontinuance of water service.

VI. WORK ON CUSTOMER'S PREMISES

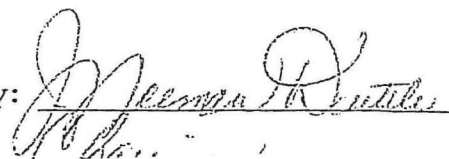
In places where the Utility is requested to do work on the customer's premises, applications for such work shall first be made in writing on forms provided by the Utility and a deposit will be required equal to the Utility's estimated cost of the work for which applicant will be given a receipt. At the completion of the work, a bill will be rendered. Any excess deposit will be returned, and any amount due in excess of deposit will be payable.

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William R. Dutilleul
Title:

VII. INSTALLATION AND MAINTENANCE OF SERVICE PIPES

It shall be the responsibility of the customer to install all new and replaced services (iron, lead, steel, brass, etc.) from the main to the structure including the shutoff, meter horn and meter. The customer shall be responsible for all costs incurred in connection with such installation. All materials used in the installation of a service pipe shall conform to Utility standards. All service pipes within the approximate limits of a highway including the shutoff shall be installed for the customer by the Utility or by a qualified contractor under the supervision and inspection procedures of the Utility. The full amount of the estimated costs for the installation by the Utility shall be deposited at the Utility's office before work on such services starts. Any additional costs over and above the deposited estimated costs shall be billed to the customer after completion of the work, or any balance deposited over and above the actual costs will be refunded to the customer. The customer shall be responsible thereafter for the maintenance of all service pipes from and including the curb stop to the structure. However, upon installation of original copper tube from the main to the curb stop, the Utility shall maintain that part of the service, excluding the curb stop. All costs resulting from the abuse or destruction of a meter shall be borne by the customer. When it becomes necessary to thaw a frozen service pipe, and it cannot be determined where it is frozen, the total costs of the work shall be paid by the customer.

VIII. TEMPORARY SERVICE

When permission to open a street cannot be obtained or when for any physical reason it is impractical to make excavation and provide independent service, water may be furnished temporarily from an adjacent service, if deemed advisable by the Utility and the owner gives his permission, but such service delivery shall be entirely at the expense of the customer requesting such service. Water service furnished to any housing or trailer, not placed on a permanent foundation shall be considered temporary service and the whole cost of furnishing service from the nearest available main shall be entirely at the expense of such customer.

IX. SEASONAL SERVICE

Seasonal service is defined as water supply to premises for less than a full calendar year. Water furnished through surface pipes will be furnished only from May 1st to October 1st, except that the Utility may render service before and after these dates if deemed advisable. After July 1, 1978, no new seasonal services will be permitted. When any seasonal service is replaced, it shall be a year-round service and installed to the current standards of the Utility.

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Title:


CHAIRMAN

X. METER HORNS

Every new service installation must be provided with a meter horn located inside the building near the service entrance, easily accessible and protected from freezing. All inside piping should be arranged as to permit draining whenever necessary.

XI. MAINTENANCE OF PLUMBING

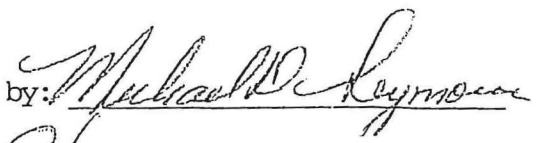
All customers shall maintain the plumbing and fixtures at their own expense within their own premises in good repair and protected from freezing. They shall make any repairs which may be necessary to prevent leaks and damage. No cross-connection between the Utility's water supply system and any other supply will be allowed without first receiving permission from the Utility. Also, such connections must be properly protected by back flow preventors approved by both the Utility and the Department of Environmental Services. No connections capable of causing a backflow between the Utility's 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 such connections are discovered and the owner of such connection fails or refuses to break or properly protect the connection within the 24 hour written notice by the Utility, the Utility shall discontinue service making a definite break in the service pipe until the connection has been properly changed. The owner of any such property will be responsible for any costs associated with the termination or reconnection of said water service.

XII. SAFEGUARDING USE OF HOT WATER TANKS

All customers having direct pressure hot water tanks must place proper vacuum and relief valves in the pipe system to prevent any damage to such tanks should it become necessary to shut off the water on the street mains. The Utility shall not be liable for damages to any hot water tank on the customer's premises.

XIII. JOINT USE OF SERVICE PIPE TRENCH

Water mains and service pipes will not be placed in the same trench with gas pipes, electric conduits, sewer connections, drains, or similar structures. The distance between Utilities will be determined by the Department of Environmental Services as authorized. The distance between water mains or services and other utilities, other than sewer mains, shall be a minimum of 5' separation in horizontal distance unless otherwise specified by the Department of Environmental Services.



XIV. WINTER CONSTRUCTION

Ordinarily no new service pipes or extension of main pipes will be installed during the winter conditions when frost is in the ground. In the case of emergency, the customer requiring such construction at increased cost shall pay all the construction costs.

XV. RESPONSIBILITY FOR WATER CHARGES

Where there is more than one customer unit in a building supplied with water, the Utility shall require: 1. That the owner of the premises will be responsible for payment of all charges for water service rendered to the property billed in accordance with the current rates on file with the Commission, which shall be referred to as Multiple Service. Owner is responsible for all water charges on property incurred by tenants. These bills will be liens on the property; or 2. That a separate service pipe, curb stop, and meter be installed for each customer unit (i.e.: condominium units).

XVI. USE OF HOSE

The use of the hose for sprinkling lawns or gardens shall not be restricted for metered customers. Customers on flat rate schedules will not be allowed the use of hoses for sprinkling.

XVII. RIGHT OF ACCESS

Any authorized representative of the Utility shall have the right of access at any reasonable time to any part of any customer's premises for purposes on inspection, meter reading, repair or replacement of meters, fixture count, or other legitimate purpose, and at any time in case of emergency.

XVIII. WASTE OF UNMETERED WATER

Customers on flat rate schedules must prevent all unnecessary waste of water. They shall not allow it to run to prevent freezing. Water will not be supplied on flat rates for any continuous flow device. The Utility shall decide what constitutes waste or improper use and shall restrict the same when necessary.

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Issued by:

Title:


Chairman

XIX. NO LIABILITY FOR INTERRUPTED OR UNSATISFACTORY SERVICE

If, by reason or shortage of supply or for the purpose of making repairs, extensions, or connection, or for any reason beyond the control of the Utility it becomes necessary to shut off water in the mains, the Utility will not be responsible for any damage occurred by such shut-off. No refund or credit will be allowed unless the interruption is in effect for a continuous period in excess of ten (10) days, in which case a proportionate credit will be allowed. Notice of shut-off will be given when practicable, but nothing in this rule shall be construed as requiring the giving of such notice.

The Utility will not be responsible for damage caused by dirty water. Damage from dirty water may occur from the cleaning of pipes, reservoirs or stand pipes or the opening or closing of any gates or hydrants, or any uncontrolled emergency unless such damage is caused by failure to use reasonable care on the part of the Utility.

XX. METERS

1) METER SETTINGS

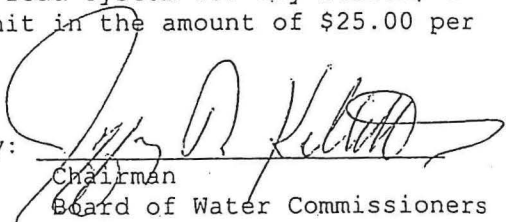
All meters shall be set, as nearly as possible, at the point of entrance of the service pipe to the building. A proper and readily accessible location for all purposes including removal and must have a meter horn with a valve on the street side of the meter and a double check valve on the house side of the meter. The cost of installation shall be borne by the customer. Meters once set may be changed in location at the request of the customer, only at his expense, and provided such change has been duly authorized by the Utility.

Any customer may make written application for metered service. The size, make and location of the meter will, in all cases, be approved by the Utility. Premises once served at meter rates will not be restored to a flat rate except by order of the Utility. The Utility may install meters whenever deemed expedient. Each new customer pays a meter maintenance fee, and then the Utility maintains and changes the meter as necessary. The meter will remain the property of the Laconia Water Works.

2) METER READING

All meters set or changed after January 24, 1998 will be required to convert to a phone read system at the expense of the Utility. If the Utility is unable to install the phone read system for any reason, a service charge may be charged to the unit in the amount of \$25.00 per meter reading, per quarter.

Issued: December 24, 1997
Effective: January 24, 1998

Issued by: 
Chairman
Board of Water Commissioners

XX. METERS, continued

3) METER BOXES: Where, for any reason, it is necessary or expedient to locate a meter in an underground box or vault, the customer shall bear the expense of the same. Any such installation must have prior approval by the Superintendent.

4) REPAIRS: Meter repairs or replacement necessitated by ordinary wear will be paid for by the Utility, but if such repairs or replacements are necessitated by freezing, hot water, or by neglect of the customer, such cost will be charged to the customer.

5) AUXILIARY METERS: If additional or auxiliary meters are desired by customers who are on Multiple Service as defined in Paragraph XV (2) above, for the purpose of showing subdivision of the supply, such additional or auxiliary meters shall be subject to a meter maintenance fee paid by the customer, installed and maintained at this expense and subject to a Construction and Maintenance Assessment.

6) FAILURE TO REGISTER: In case of meter registration failure or removal for repairs, charges for water consumption shall be based on an average of the amount registered over similar periods preceding or subsequent thereto.

7) TESTING: Meters will be carefully tested before installation. Thereafter, the testing of meters and the charges for such testing will be done in accordance with the requirements of the meter testing rules and regulations of NH Public Utilities Commission. Seasonal meters will be returned to this department at the end of the summer season and will be tested annually.

XXI. PUBLIC HYDRANTS

Hydrants may not be used for any purpose other than the extinguishing of fires and for such other purposes as may be mutually agreed to by the Utility and Municipality, but in no case shall hydrants be opened by any person other than an agent of the Utility or a duly accredited representative of the Municipality.

XXII. TAMPERING

All gates, valves, mains, services, hydrants and standpipes which are the property of the Utility are not to be opened or closed, or in any other way tampered with, by any person other than a person authorized by the Utility.

Issued: July 12, 1995

Effective: July 13 1995

Issued by: 

XXIII. PRIVATE FIRE PROTECTION

Customers desiring private fire protection must consult, before installation with the Utility as to the availability of mains, pressure, etc. All sprinkler pipes and other private fire connection pipes shall be so placed as to be readily inspected and shall conform to current Utility requirements. All fire protection services shall have their own exterior shut-off valve, independent from the domestic water service.

XXIV. UNAUTHORIZED USE OF WATER

No person shall take or use water contrary to the published Terms and Conditions of the Utility or take or use water illegally or in such a way as to evade the tariff schedule rates or meter charges. Service can be terminated at any point on the line between the main and curb stop, if the regulations of the Utility have been violated.

XXV. BILLING

Cycle billings are used by the Utility in billing water each quarter. The Laconia Water System is divided into three cycles with four billings each calendar year for each cycle, beginning in January through December. All bills are in arrears and are due and payable on or before the due date of the billing, at the Laconia Water Works Office or at the Office of the Tax Collector at City Hall. In the event a meter reading is not received at the office of the Utility within fifteen days after the meter reading cards are mailed to customer, the current quarterly billing shall be based upon an estimate of double the usage of water used during the previous quarter. It shall be the responsibility of each customer to read their own meter and mark the meter reading on the card mailed to them four times per year, at the address on file of the Utility. If a customer is physically unable to read their meter, notification should be made to the Utility's Office so that arrangements may be made to read the meter at no cost. When a customer does not enter the correct information on the meter reading card or if the meter reading card is not received in the Utility's office within fifteen days of the mailing to the customer by the Utility, the meter will be read once at no cost to the customer and the procedure explained to the customer. Thereafter, a meter reading charge of ten dollars (\$10.00) shall be added to the customer's bill for the first attempt to read each meter by a Utility employee. The second attempt for reading the meter and any attempt thereafter, will be a charge of twenty dollars (\$20.00), and shall be added to the customer's bill for each meter required to be read. Overpayment for the estimated water and sewer bills will not be refunded to the customer with a check but will be credited towards the water and sewer account for which it has been billed, until the credit is used. If the water meter is picked up or returned to the water department between billing periods, the bill will reflect the entire billing period.

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Effective: January 10th, 2022

Issued by: 

Title: Chairman

XXVI. DISCONTINUANCE FOR NONPAYMENT

If a bill for water service in Laconia, Gilford, and Belmont is not paid within thirty (30) days after the due date, the Utility reserves the right to discontinue the service after twelve (12) days from the date of mailing a shut-off notice to the customer addressed to him at the address on file at the Utility Office. Reconnection will not be made until all previous charges for water including penalties have been paid plus the reconnection fee. All charges for water within the Laconia City Limits shall be a lien, in accordance with the terms of revised Statutes Annotated 1955, Chapter 38, Section 22.

XXVII. CHARGES FOR TURNING ON WATER AFTER DISCONTINUANCE

When service has been disconnected for non-payment of a bill, the charge for reconnection shall be \$35.00 for both trips payable in advance, during regular hours 7:30 a.m. - 3:30 p.m. If reconnection is after these hours the charges shall be \$75.00.

XXVIII. CHARGES FOR TURNING WATER ON AND OFF

The charges for turning water on and off at the customer's request, providing that the service box is showing and in good working order, shall be \$35.00 payable in advance, during regular working hours. Before 7:30 a.m. and after 3:30 p.m. and on Saturdays, Sundays, and holidays, the charge shall be \$75.00. If repairs are required, the charge will be at the current hourly rates. Plumbers may turn water on and off after notifying the Utility and will be responsible for any damage done to the pipes, shut off, or service boxes, and will return the meter to the Laconia Water Works while not in use.

XXIX. CUSTOMER'S RESPONSIBILITY

Charges for services furnished under this tariff or under any agreement between the Utility and the customer shall continue to the end of the term specified thereafter or until such time as the Utility shall receive reasonable notice from the customer of a desire to terminate the service.

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Effective: January 10th, 2022

Issued by: 

Title: Chairman

XXX. DEPOSITS

1) Where a customer has not established credit relations satisfactory to the Utility, the Utility may require a deposit before furnishing service in an amount not greater than the estimated bill for a period of 1 year, in excess of the normal billing period, provided, however, that after the original deposit has been made, if it appears that a larger quantity of water is being used than originally estimated, the amount of the required deposit may be increased to conform to the actual experience.

2. Upon termination of service, the Utility shall have the right to apply any deposit in payment of any amount due to the Utility. The retention of the deposit by the Utility shall not constitute a waiver of its rights otherwise to enforce collection of payment in accordance with the Terms and Conditions hereof. Deposits less any amount due the Utility, will be refunded to the customer when satisfactory credit relations have been established, or upon termination of service.

XXXI. MAIN EXTENSIONS

Extension of water mains will be made upon petition of prospective customers, subject to the following Terms and Conditions:

1.) The Utility will extend its water mains only in the highways, streets and roads which are laid out, in which grades have been established.

2.) Water mains shall be laid by, and will be the property of the Utility.

3.) With one exception to the above, a qualified contractor can make application to lay a water main with the approval of the Utility, but will be responsible for maintenance and repair of said main for one (1) year after the finish date to the satisfaction of the Utility, however, it will be the property of the Utility from the day of operation, provided the materials specified by the Utility are used and is inspected and approved by the Utility. After one year, if properly operating, and all conditions of the Waterline Extension Agreement have been met, the Utility will assume maintenance of said main after inspection by the Utility.

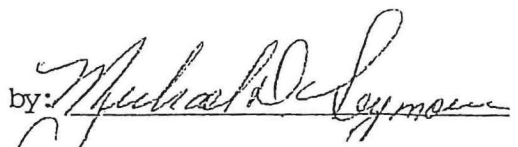
4.) The size and type of pipe shall be determined by the Utility in accordance with conditions surrounding the extension including the possibility of future extension or the addition of fire protection service.

5.) A. Extensions shall be made only upon condition that prospective customer and/or customers sign an agreement with the Laconia Water Works which shall provide that the customer and/or customers shall pay the entire cost of the extension and/or extensions applied for.

B. The full amount of the estimated cost of the extension shall be deposited at the office of Laconia Water Works before starting work on any such extensions.

C. No additional customer and/or customers for water service will be served subsequently from an existing extension built under the above provisions for a minimum period of ten (10) years, or as determined by the Board of Water Commissioners for each extension, from the completion of said extension except by signing such extension agreement and becoming parties hereto which agreement shall provide for an equitable and proportional distribution of the original cost, to be paid to the original customer and/or customers.

A contract shall be drawn up stating the Terms and Conditions as set forth in the Tariff.



GENERAL SERVICE - UNMETERED
LACONIA & GILFORD
SCHEDULE - GU

Availability:

This rate is available for un-metered water service in the Utility's territory, to include municipal, private fire protection and construction use of water and is subject to the Terms and Conditions of this Tariff.

Character of Service:

Water is obtained from Paugus Bay and is pumped through the treatment facility and will be transmitted by gravity and pump stations to the individual service pipes. STANDARD: The minimum operating pressure for each area to be served is 35 pounds per square inch at the highest fixture within the building, with the meter and backflow installed, the water reservoir 1/3rd full, and the required fire flow flowing.

Rate:

- (1) Initial minimum charge per customer unit - \$25.00 per quarter.
- (2) Initial minimum charge for construction use of water - \$150.
- (3) Initial minimum charge for new non-Laconia accounts created after January 1, 2004-\$28.75 (Initial charge plus 15%)

Minimum Charge:

The minimum charge will be the annual initial charge equal to four times the quarterly initial charge stated above.

Terms of Payment:


Bills under this rate are net and will be rendered quarterly in arrears based on cycle billing as explained on Page 7- Sec. XXV. A fine of \$5.00 will be added after thirty (30) days on all bills under \$100.00. On all bills \$100.00 or over, 6% interest per quarter will be added.

Issued: September 1, 2022

Effective: November 1, 2022

Issued:

Title:


Chairman

GENERAL SERVICE - METERED
LACONIA, GILFORD & BELMONT
SCHEDULE - GM

Availability:

This per meter rate is available for metered water service in the territory served by the Utility.

Character of Service:

Water is obtained from Paugus Bay and is pumped through the treatment facility and will be transmitted by gravity and pump stations to the individual service pipes. STANDARD: The minimum operating pressure for each area to be served is 35 pounds per square inch at the highest fixture within the building, with the meter and backflow installed, the water reservoir 1/3rd full, and the required fire flow flowing.

Rate: Laconia - metered services year round.

The rate structure is as follows:

\$25.00 per unit per quarter, per flush fixture - Commercial.

\$25.00 per customer per quarter for private single-family dwellings

0 hundred cubic feet and up will be \$2.55 per hundred cubic feet,

5000 hundred cubic feet and up per quarter will be at a negotiated contract amount by the Board of Water Commissioners.

Rate: Metered seasonal with more than one unit.

The rate structure is as follows:

\$100.00 for first unit, minimum annual charges plus consumption.

Any additional seasonal units will be for two (2) quarters at \$25.00 per quarter plus consumption;

0 hundred cubic feet and up will be \$2.55 per hundred cubic feet.

5000 hundred cubic feet and up per quarter will be at a negotiated contract amount by the Board of Water Commissioners.

Rate: Belmont - master meter with one (1) unit charge

The rate structure is as follows:

One unit charge per meter, plus \$2.55 per hundred cubic feet

Rate: Gilford - metered year round services activated prior to January 1, 2004.

The rate structure is as follows:

\$25.00 per unit per quarter, per flush fixture - Commercial

\$25.00 per customer per quarter for private single-family dwellings

0 hundred cubic feet and up will be \$2.55 per hundred cubic feet.

Rate: Non-Laconia new, metered account activated after January 1, 2004

\$28.75 per unit per quarter, per flush fixture-Commercial plus \$2.93 per hundred cubic feet

\$28.75 per customer per quarter for private ~~single-family~~ accounts plus \$2.93 per hundred cubic feet.

Issued: September 1, 2022

Issued:

Effective: November 1, 2022

Title:

Chairman

Minimum Charges:

The minimum charge will be the annual initial charge equal to four times the quarterly initial charge stated above per unit. The minimum charge for irrigation system meters will be \$25.00 per quarter, (\$28.75 for any new non-Laconia accounts created after January 1, 2004.) There will be no minimum charge for irrigation meters returned for a full quarter providing they are returned for a full quarter.

Terms of Payment:

Bills under this rate are net and will be rendered quarterly in arrears. A fine of \$5.00 will be added after thirty (30) days on all bills under \$100.00. On all bills \$100.00 or over, 6% interest per quarter will be added.

Issued: September 1, 2022

Effective: November 1, 2022

Issued by:



Title: Chairman

SERVICE CLASSIFICATION
NON-MUNICIPAL FIRE PROTECTION
SCHEDULE FP-NM

Availability:

This rate is available for private fire protection and sprinkler services in the Utility's territory, provided that mains of sufficient size are available contiguous to the applicant's property, but if an extension or reinforcement of existing mains is necessary in order to provide private fire protection, the Utility shall not be compelled to extend or enlarge such mains without due compensation for such additional investment and upon such terms as shall be approved by the Utility.

Character of Service:

The Utility will make every effort to maintain normal pressures at all times on the distribution system, but shall not be held liable for the failure of either the supply or distribution division of its system to furnish adequately its normal quantity of water when such failure is due to the elements, natural causes, breaks, leaks, unusual or concurrent draughts, or the waste or unlawful use of water.

Rate:

An annual minimum or basic charge shall be made for private fire protection and sprinkler service. There will be a charge of \$149.60 for each hydrant owned by the customer and connected to such fire line, said connection charge to be based upon the diameter of the pipe entering the premises as follows:

- (a) For all size pipe up to and including 4" \$51.20
- (b) For 6" pipe \$119.44
- (c) For 8" pipe \$213.24
- (d) For 10" pipe \$332.68
- (e) For 12" pipe \$481.92

One-fourth of the annual minimum or basic charge shall be paid each quarter. No charge shall be made for water used to extinguish fires.

Minimum Charge:

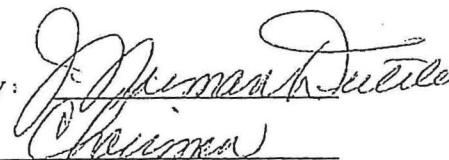
The minimum charge will be the annual initial charge set forth above.

Terms of Payment:

Bills under this rate are net and will be rendered quarterly in arrears. A fine of \$5.00 will be added after thirty (30) days on all bills under \$100.00. On all bills \$100.00 or over, 6% interest per quarter will be added.

Issued: November 6, 2006

Issued by:



Effective: January 1, 2007

Title:



SERVICE CLASSIFICATION
MUNICIPAL FIRE PROTECTION
SCHEDULE FP-M

Availability:

This rate is applicable to fire protection supported by municipal taxation in the town of Gilford, New Hampshire.

Character of Service:

The Utility will make every effort to maintain normal pressures at all times on the distribution system, but shall not be held liable for the failure of either the supply or distribution division of its system to furnish adequately its normal quantity of water when such failure is due to the elements, natural causes, breaks, leaks, unusual or concurrent draughts, or the waste or unlawful use of water.

Rate:

- (1) The per hydrant charge shall be \$37.40 per quarter
- (2) The annual inch-foot charge:

The number of "inch-foot" units in the distribution system within the municipality is to be obtained by multiplying the number of linear feet of pipe of each diameter (6" and larger) by the diameter in inches. This total number of "inch-foot" units in the distribution system will be determined as of January 1st each year, and will be the basis for computing the "inch-foot" charge to be made to the municipality for the following year. One-fourth to be billed each quarter. The charge for each "inch-foot" unit to be: \$.0356 per quarter or \$.1424 per year.

Terms of Payment:

Bills under this rate are net and will be rendered quarterly in arrears. A fine of \$5.00 will be added after thirty (30) days on all bills under \$100.00. On all bills \$100.00 or over, 6% interest per quarter will be added.

Issued: November 6, 2006

Issued by:

J. James Butts
Chairman

Effective: January 1, 2007

Title:

XXXII. Cross Connection: The words "cross-connection" shall mean any actual or potential physical connection or arrangement between two otherwise separate systems, one of which contains potable water and the other which contains water of unknown or questionable safety and/or steam, chemicals, gases or other contaminates whereby there may be a flow of an unapproved liquids to a potable water supply.

XXXIII. Cross-Connection Control: The Superintendent will publish an established set of rules and administer a cross-connection control program to protect the public water supply system. No Cross-connection within the system will be allowed unless protected by an approved back-flow preventor commensurate with the degree of potential hazard. All such devices shall be located at the water service entrance and all water consumption within the premises shall pass through the protective device. The superintendent is further empowered to establish and collect certain fees and charges associated with inspection and testing of premises and devices. Said fees and charges shall be as follows:

- | | |
|---|-------------|
| 1. Testing Fee per test (1-2 devices same location) | \$50.00 ea. |
| 2. Test Fee (3+ devices-same location) | \$40.00 ea. |
| 3. Retest Fee | \$50.00 ea. |
| 4. Fee for Second Re-Inspections | \$25.00 ea. |
| 5. Charges for after hour tests or Inspections | \$75.00 ea. |

XXXIV. Construction and Maintenance Assessment is a one time initial fee assessed when a new connection is made to the water system, when an existing connection is provided with a larger meter because an existing customer has substantially increased water usage, or when an additional meter is added to an existing service for irrigation systems, swimming pools etc. creating the possibility of greater water consumption.

XXXV. Construction and Maintenance Assessment Rules:

A. All Laconia Water Works customers requiring a new or larger meter after July 13, 1995, shall be assessed the Construction and Maintenance Assessment. This fee shall be recalculated every year on August 1st, and be based on a new and updated look at the anticipated capital expenditures completed to meet future expansion needs, and the actual cost of those improvements already implemented. As of August 1st of each year, the fee will be posted in the office of the Superintendent.

Issued: January 17, 2023

Issued by:



Effective: January 17, 2023

Title:

Chairman

- B. Requests for the increases in meter sizes shall be assessed the difference between the current CMA for the existing meter versus proposed meter size.
- C. The CMA shall be paid by the customer to the Laconia Water Works no later than when the meter is picked up from the Laconia Water Works for installation.
- D. Meter sizes shall be based on the following table:

<u>No. of Units</u>	80% of Peak	
	<u>Flow</u> <u>(GPM)</u>	<u>Meter Size Required</u>
1	16	5/8" - 3/4" or 3/4 (1)
2-6	40	1"
7-15	80	1-1/2"
16-41	128	2"
42-194	240	3"
195-473	400	4"
474-1004	800	6"
1005-1629	1,280	8"

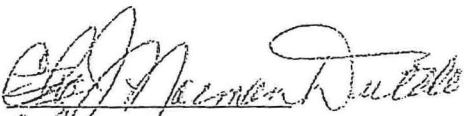
- E. Each individually owned unit shall require its own water meter. Apartment buildings may use larger meters and pay the larger meter CMA. Laconia Water Works will only allow 2" or smaller meters to be installed. Domestic flows that require a greater flow rate will need to install multiple 2" meters in a manifold arrangement. If condominium ownership is ever proposed for an existing apartment complex, building or other form of ownership, separate meters located in an accessible common area will then be required for each owner and the CMA will be due and payable by each owner after giving credit towards the larger meter removed.
- F. The CMA will not be charged on meters installed prior to July 13, 1995.
- G. No CMA refunds will be given on meters returned to the Laconia Water Works or on exchanges for smaller meters. Ownership changes not requiring a larger meter (or additional meter) will not be assessed the CMA.
- H. The Water Work's Statement of Policy, dated July 13, 1995, is incorporated herein by Reference.

Issued: July 12, 1995

Effective: July 13, 1995

Issued by:

Title:


Chairman

XXXVII. APPEALS

Appeals to any part of this Tariff can be made to the Board of Water Works Commissioners in writing, in detail, as to the complaint. This must be done two weeks prior to being heard at a regularly scheduled Board of Water Works Commissioners Meeting.

Issued: January 26, 1994

Effective: February 25, 1994

Issued by: 

Title: 

CITY OF LACONIA

In the Year of Our Lord two thousand and twenty three

AN ORDINANCE AMENDING CHAPTER 189, SEWERS

The City of Laconia ordains:

That the ordinances of the City of Laconia, as amended, be and are further amended in Chapter 189, as follows:

Strike Through denotes deletion, bold denotes additions.

CHAPTER 189 SEWERS

In Article VII, Sewer Charges, amend § 189-50, Sewer charges as follows:

A. Fixed yearly fee per unit shall be charged as follows

- ~~(1) Effective bill date on or after February 1, 2023: \$37.23 per quarter.~~
- ~~(2) Effective bill date on or after February 1, 2024: \$38.59 per quarter.~~
- ~~(3) Effective bill date on or after February 1, 2021: \$40 per quarter.~~

- 1) Effective Bill date on or after March 1, 2023 \$42.40 per quarter
- 2) Effective Bill date on or after March 1, 2024 \$46.22 per quarter
- 3) Effective Bill date on or after March 1, 2025 \$50.38 per quarter
- 4) Effective Bill date on or after March 1, 2026 \$54.91 per quarter
- 5) Effective Bill date on or after March 1, 2027 \$59.30 per quarter
- 6) Effective Bill date on or after March 1, 2028 \$64.05 per quarter
- 7) Effective Bill date on or after March 1, 2029 \$67.25 per quarter
- 8) Effective Bill date on or after March 1, 2030 \$70.61 per quarter
- 9) Effective Bill date on or after March 1, 2031 \$74.14 per quarter
- 10) Effective Bill date on or after March 1, 2032 \$77.85 per quarter

B. Charge based on metered water consumption:

Effective Bill Date On or After	Charge (per hundred cubic feet)
---------------------------------	---------------------------------

- | | |
|-----------------------------|-------------------|
| February 1, 2019 | \$5.20 |
| February 1, 2020 | \$5.38 |
| February 1, 2021 | \$5.57 |

- 1) March 1, 2023 \$5.90
- 2) March 1, 2024 \$6.44
- 3) March 1, 2025 \$7.01
- 4) March 1, 2026 \$7.65
- 5) March 1, 2027 \$8.26

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6) March 1, 2028	\$8.92
7) March 1, 2029	\$9.36
8) March 1, 2030	\$9.83
9) March 1, 2031	\$10.32
10) March 1, 2032	\$10.84


C. Charge based on nonmetered flat rate (for sewer-only accounts: those accounts that are on public sewer but served by private water by means of either a well or PUC regulated water system); ~~effective with the billing date on or after February 1, 2019: \$495 per unit per year billed semiannually (\$247.50 per unit); with the billing date on or after February 1, 2020: \$512 per unit per year billed semiannually (\$256 per unit); with the billing date on or after February 1, 2021: \$530 per unit per year billed semiannually (\$265 per unit)~~

Effective on the Bill Date on or After	Annual Charge Per Unit, billed semiannually	Semi-annual bill:
1) March 1, 2023	\$561.80	\$280.90
2) March 1, 2024	\$612.36	\$306.18
3) March 1, 2025	\$667.47	\$333.74
4) March 1, 2026	\$727.55	\$363.77
5) March 1, 2027	\$785.75	\$392.88
6) March 1, 2028	\$848.61	\$424.31
7) March 1, 2029	\$891.04	\$445.52
8) March 1, 2030	\$935.59	\$467.80
9) March 1, 2031	\$982.37	\$491.19
10) March 1, 2032	\$1,031.49	\$515.75

coinciding with the tax year as defined in RSA 76:2.

Billing and collection of the flat rate sewer-only account will be conducted by the City Tax Collector in accordance with RSA 76:13 and RSA 80:59-91. Determination of the flat rate is as described in § 189-44B(2). [Amended

This Ordinance amendment shall take effect upon its passage.


Andrew Hosmer, Mayor

Passed and approved this 13 day of February 2023


Katie Gargano, City Clerk

ATTACHMENT B: INTERMUNICIPAL AGREEMENT

**LACONIA - BELMONT INTERMUNICIPAL AGREEMENT FOR
MOUNTAIN LAKE VILLAGE SUBDIVISION PROJECT**

This AGREEMENT made and entered into this the _____ day of _____, 2023, by and between the **Town of Belmont**, New Hampshire a New Hampshire municipality organized and established under the laws of the State of New Hampshire, hereinafter referred to as the “**Town**” and the **City of Laconia**, New Hampshire, a New Hampshire municipal corporation organized and established under the laws of the State of New Hampshire, hereinafter referred to as the “**City**”, and **Mountain Lake Village, LLC**, a domestic limited liability corporation, herein referred to as the “**Developer**”, and for the purposes of establishing and maintaining the Mountain Lake Village Subdivision Project, hereinafter referred to as the “Village”.

WHEREAS, the Town of Belmont desires to serve a portion of said Town with domestic water service;

WHEREAS, the **City of Laconia**, acting through its Water Department, operates and maintains a municipal water system;

WHEREAS, the **City of Laconia**, by its **City Council**, is authorized to negotiate and execute a contract with the **Town of Belmont** as authorized by RSA 53-A, under which the **City of Laconia** will provide domestic water service to a portion of said **Town**;

NOW, THEREFORE, in consideration of the mutual undertakings, promises, benefits, and agreements herein contained, the **City of Laconia**, the **Town of Belmont**, and **Mountain Lake Village, LLC** covenant and agree as follows:

Article I. DEFINITIONS:

As used in this agreement, unless the contract clearly indicated otherwise, the meaning of all terms and abbreviations shall be defined in Appendix “A” attached hereto.

Article II. STREET DEVELOPMENT

Section 2.1: Streets:

Until the streets are formally accepted by each municipality, all maintenance of the right of way shall be performed by the **Developer**. Each

**LACONIA - BELMONT INTERMUNICIPAL AGREEMENT FOR
MOUNTAIN LAKE VILLAGE SUBDIVISION PROJECT**

municipality has the discretion to accept or not accept the streets of the development that fall within their respective geographic boundaries.

Neither municipality shall provide services to the streets within their boundaries until they are accepted by each of the municipalities. If a street falls within both municipalities, service shall not be provided on that roadway until both municipalities accept the street.

Upon acceptance of the roads within the **City of Laconia**, the **City** shall maintain all roads and sidewalks that are located within the boundary of the **City**, specifically the portions of Splendid View Drive and Regal View Drive that are in the **City** and Majestic View Drive. The **Town of Belmont** shall maintain all roads and sidewalks that are located within the **Town**, specifically the portions of Splendid View Drive and Regal View Drive that fall within the **Town**.

Both Municipalities shall be responsible for right of way maintenance activities on their portion of the accepted streets. The **City** shall place an 'end of **City** maintenance' sign at the municipal boundary line on public roads.

Section 2.2: Winter Maintenance:

The **Town of Belmont** shall plow, treat, and clear all the roads of snow within Mountain Lake Village. The **City of Laconia** shall plow, treat, and clear all sidewalks in the Mountain Lake Village, as well the sidewalks along Court Street (NH Route 3) from the municipal border to the Belknap Market Place (96 Daniel Webster Highway)..

In the event the **Developer** completes only a portion of the development, and does not construct the remaining infrastructure, and if the two municipalities agree to accept the constructed roads, the two shall modify the Winter Maintenance section of this agreement to reassign the responsibilities appropriately

Section 2.3: Street Lights:

The **City of Laconia** shall maintain and pay the electrical bill for the streetlights that are located within the **City** boundary after those streets have been accepted. Prior to the acceptance of the streets, the **Developer** shall be responsible for the cost of all streetlights.

Section 2.4: Drainage and Stormwater Management:

**LACONIA - BELMONT INTERMUNICIPAL AGREEMENT FOR
MOUNTAIN LAKE VILLAGE SUBDIVISION PROJECT**

The sections of the Village, that are located within the boundary of the **Town of Belmont**, shall meet all **City of Laconia** drainage ordinances and regulation requirements, including any imposed by Federal MS4 requirements.

Section 2.5: Solid Waste:

Each municipality shall be responsible for the collection of solid waste from the properties that are located within their respective boundaries.

ARTICLE III. WATER INFRASTRUCTURE:

Section 3.1: Main lines, Hydrants, and Valves:

The main lines, hydrants, and valves to be installed in the community shall be installed at the expense of the **Developer**. If the main lines, hydrants, and valves are accepted, ownership of the infrastructure and maintenance shall be the sole responsibility of **Laconia** Water Works, herein referred to as "LWW". The **Town of Belmont** shall be billed for hydrant charges and 'inch/foot' charges, based upon the length and size of a pipe. These charges are about two-thousand four hundred dollars (\$2,400.00) annually. LWW shall notify the **Town of Belmont**, and obtain the necessary permits, before excavating within the **Belmont Town** boundary for repairs or maintenance.

Section 3.2: Service Lines, Shut-Offs, and Interior Plumbing:

LWW shall maintain service lines from the water main to the shut-off (curb stop). Homeowners shall be responsible for the shut-off (curb stop), and all piping from the shut-off into the home. The homeowner is responsible for all interior piping and plumbing. The water meter is the property of LWW and shall be maintained in good condition by the homeowner.

Section 3.3: Water metering:

All meters are the property of LWW. The reading of these meters shall be in Hundred Cubic Feet increments. The **Developer** or the Homeowner shall be responsible for purchasing the meter from LWW and shall be responsible for all associated fees. LWW shall read the meters quarterly and bill based upon those readings. Bills shall be sent directly to the homeowner.

Section 3.4: Water Billing Rates:

Water rates, both unit charges and usage charges, shall be based upon the LWW Tariff. A new non-**Laconia** metered account is calculated by adding fifteen percent (15%) to the **Laconia** rates. The Non-**Laconia** rate shall be based on water consumption per the water meter and will be charged a rate that is calculated to be fifteen percent (15%) greater than the **Laconia** rate.

Section 3.5: Fire Protection:

**LACONIA - BELMONT INTERMUNICIPAL AGREEMENT FOR
MOUNTAIN LAKE VILLAGE SUBDIVISION PROJECT**

If a building requires a fire suppression system, then a separate water service with an exterior shut off shall be required. Any associated fees for a fire suppression system shall be billed to the property owner.

Section 3.6: General Provisions:

Until the streets are formally accepted by each municipality, all maintenance of the right of way shall be performed by the Developer. Each municipality has the discretion to accept or not accept streets of the development that fall within their respective geographic boundaries.

The extension of LWW service is for only the homes approved for construction in the Village. No further extensions or connection shall be made without the written consent of all parties. All LWW specifications and regulations shall apply.

ARTICLE IV. ADMINISTRATION:

Section 4.1: Notices:

All notices, reports, summaries and bills to be submitted by the **City** to the **Town** shall be mailed, to the **Town Administrator's Office, PO Box 310, Belmont, NH 03220**. A copy shall also be sent to the Department of Public Works at the same address.

All notices, readings, summaries and reports required to be submitted by the **Town** to the **City** under this Contract shall be mailed to the Director of Public Works, Beacon Street East, **Laconia**, New Hampshire

Section 4.2: Liability Insurance:

Each municipality shall procure and maintain during the term of this contract and any extension thereof such public liability insurance as will protect the **Town** and the **City** from claims for damages for injury to persons and damage to property which may arise from operation under this agreement, whether such operation be by the **Town** directly or by anyone directly or indirectly employed by either the **City** or the **Town**, including independent contractors and their sub-contractors.

A. INSURANCE TO BE HELD BY EACH MUNICIPALITY

Both **Laconia** and **Belmont** shall at all times relevant to this agreement, or any extensions thereto, maintain public liability insurance or its equivalent as provided through an approved alternative entity in an amount of no less than one million dollars (\$1,000,000).

B. Insurance similar to that required to the municipalities shall be provided by or on behalf of all independent contractors or sub-contractors to cover their operations performed under this agreement. Both **Laconia** and **Belmont** shall be held responsible for any

**LACONIA - BELMONT INTERMUNICIPAL AGREEMENT FOR
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modifications and these insurance requirements as they apply to sub-contractors.

Section 4.3: Performance:

No failure or delay in performance of this contract by any party shall be deemed to be a breach thereof when such failure or delay is occasioned by or due to any act of God, strikes, lockouts, wars, riots, epidemics, explosions, sabotage, breakage or accident to machinery or lines of pipe, binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise not within the control of the party claiming suspension. Except for the previously mentioned conditions, the Laconia Water Works shall assume full responsibility for maintaining service in accordance with the standards established by the New Hampshire. Department of Environmental and the United States Environmental Protection Agency for the water distribution system. The drainage system shall be maintained in accordance with the standards established by the New Hampshire. Department of Environmental and the United States Environmental Protection Agency by the respective municipalities. In the event of emergency, or unforeseen crisis, demanding, or seeming to demand, joint action by the Laconia Public Works Director, the Superintendent of Laconia Water Works and the Town Engineer, of whatsoever nature, magnitude, cause or probable effect, the Laconia Public Works Director, the Superintendent of Laconia Water Works, and the duly authorized representative of the Town are specifically empowered to take jointly whatever action may be called for, with the requirements of applicable federal and state regulations.

Section 4.4: Temporary Discontinuances:

If because of actions occurring in the **Town**, and in the opinion of the LWW, proper operation of the system requires that the LWW discontinue temporarily all or part of the service to the **Town**, no claim for damages for such temporary discontinuance shall be made by the **Town** against the **City**, or any of its duly authorized- agents, provided that seventy-two hours (72) notice of such discontinuance shall be given to the **Town**, unless emergency conditions dictate otherwise.

Section 4.5: Revisions:

In the event of revisions in either State or Federal laws or regulations having a material affect upon the subject matter of this contract which would void any or all terms and conditions of this contact it is agreed that the parties shall renegotiate in good faith amendments hereof and/or a new contract as the case may be, but that the terms of this contract, including services rendered and

**LACONIA - BELMONT INTERMUNICIPAL AGREEMENT FOR
MOUNTAIN LAKE VILLAGE SUBDIVISION PROJECT**

payments to be made, shall remain in effect until the completion of any amendments and/or new contracts.

Section 4.6: Renewal:

The Terms of this agreement shall be five (5) years from the date hereof. This agreement shall be automatically renewed for successive periods of five (5) years, unless either party shall elect to terminate the same by written notice to the other at least one (1) year prior to the date of expiration of the original term or any renewal therefore of.

Section 4.7: Termination for Breach of Contract:

In the event the **Town** or the **City** fails to comply with the terms of this agreement, the other party shall give notice of said failure of compliance and the party at fault shall immediately and diligently proceed to cure the default. If said party shall fail to respond with corrective methods or procedures to cure the default thirty (30) days after said notice, the **City** or the **Town**, shall have the right to terminate the agreement at any time on one hundred eighty (180) days written notice to the **Town** or **City**. Nothing herein shall be construed as limiting the right of either party to proceed against the other at law or in equity to enforce all provisions of this agreement. In the event the **City** elects to terminate the contract, the **City** may, by any lawful means at its command, take action to terminate Water Services to the portions of the **Town** that are covered by this agreement.

IN WITNESS WHEREOF, the parties to this contract have caused this instrument to be signed in eight (8) duplicate copies the date and year first above written.

The **Town of Belmont**

Witness

Alicia Jipson, **Town** Administrator,
Duly Authorized

Board of Selectmen's Vote: _____
(date)

LACONIA - BELMONT INTERMUNICIPAL AGREEMENT FOR
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The **City of Laconia**, New Hampshire,

Nancy Brown
Witness

Kirk Beattie
Kirk Beattie, **City** Manager
Duly Authorized
City Council's Vote: 2/13/23
(date)

Mountain Lake Village LLC

Witness

Philip A. Brouillard, Manager
Authorized Representative
Dated: _____

**LACONIA - BELMONT INTERMUNICIPAL AGREEMENT FOR
MOUNTAIN LAKE VILLAGE SUBDIVISION PROJECT**

Appendix "A"

Definitions

Laconia City System	Shall mean the totality of the City's sewers, interceptors and pumping stations.
Sewage (as a noun)	Shall mean used water together with such organic and inorganic solids, liquid, industrial wastes, groundwater and dry weather runoff as may be mixed with it.
Sewer (as a noun)	Shall mean a channel or conduit intended for the conveyance of liquid waste
Shall	Is mandatory; may be permissive.
Developer	Mountain Lake Village, LLC

LACONIA - BELMONT INTERMUNICIPAL AGREEMENT FOR
MOUNTAIN LAKE VILLAGE SUBDIVISION PROJECT


ATTACHMENT C: EMAIL

RE: Mountain Lake Letter

From Alicia Jipson <administration@belmontnh.gov>

Date Wed 8/28/2024 4:07 PM

To Christopher Perry <Chris@mitchellmunigroup.com>

 1 attachment (24 KB)

DOC082824.pdf;

Sure, here you go! So no need for me to mail?

Alicia

Alicia Jipson

Town Administrator

Town of Belmont

PO Box 310, Belmont, NH 03220

603-267-8300 x124

From: Christopher Perry <Chris@mitchellmunigroup.com>

Sent: Wednesday, August 28, 2024 4:04 PM

To: Alicia Jipson <administration@belmontnh.gov>

Subject: Re: Mountain Lake Letter

If you can scan it and send me the scan, we'll submit as part of our package.

Thanks,

Christopher W. Perry (HE/HIS)

Mitchell Municipal Group, P.A.

25 Beacon St E

Laconia, NH 03246

Office: (603) 524-3885

www.mitchellmunicipalgroup.com

From: Alicia Jipson <administration@belmontnh.gov>

Sent: Wednesday, August 28, 2024 4:02 PM